



Residential Terms and Conditions, updated January 2024

Overview: key information you should be aware of

1. Who we are

We are Box Broadband Limited, a broadband provider based in England. If you need it, our company number is 10498823 and our registered office is 57a Broadway, Leigh On Sea, Essex, England, SS9 1PE. All references in this policy to "Box Broadband", "our", "us" or "we" refer to Box Broadband Limited, or our group companies and suppliers which provide services to us, as appropriate. All references in this policy to "our website" are a reference to the website owned by Box Broadband at www.boxbroadband.co.uk

2. Our values and what this policy is for

We have a strong commitment to protect your privacy, and so we follow the following rules to the letter:

- we only collect information that we strictly need for our relationship for you
- we will do our best to keep your information secure and to prevent unauthorised access to it
- we will tell you what information we hold about you
- we will only keep your information for as long as we need it

In line with our commitment, this privacy policy tells you how your information is collected and used by us and shared with others, how we keep it safe and the rights you have to access and control its use. We have tried to make it easy for you to navigate so you can find the information that is most relevant to you and our relationship with you.

3. Who this policy applies to

This policy applies to:

- visitors to our website
- customers
- prospective customers (who we send marketing communications to)
- people who contact us with enquiries or that we contact in relation to fibre broadband
- installation works
- our suppliers and employees of our suppliers

- job applicants

Depending on our relationship, we will collect and use your information in different ways. Please see *In detail: Key information you should be aware of*, section 2 to find out the information that we collect about you and how we use this information.

4. What this policy contains

This privacy policy describes the following important topics relating to your information:

- How we obtain your personal information
- What information we collect about you and how we use it
- Our legal basis for using your personal information
- How and why we share your personal information
- How long we store your personal information
- Your rights
- Children
- Marketing
- Where we may transfer your personal information
- Risks and how we keep your personal information secure
- Links to other websites
- Changes to this privacy policy
- Further questions and how to make a complaint
- Your rights to object

5. Your rights to object

You may ask to us stop using your personal information for direct marketing and where we use of your personal information on the basis of our, or another person's, legitimate interest. You can find out more information in section 6.

6. What you need to do and your confirmation to us

Please read this privacy policy carefully to understand how we handle your personal information. By engaging with us in the ways set out in this privacy policy, you confirm that you have read and understood the entirety of this privacy policy, as it applies to you.

In detail: key information you should be aware of

1. How we obtain your personal information

1.1 You may provide us with your personal information voluntarily. However, we may also receive information about you from third parties such as marketing agencies, market research companies, our suppliers, contractors and consultants, group companies, planning authorities, public websites and public agencies, which we refer to as "third party sources" or "suppliers" throughout this policy. We may also collect

personal information from you using a variety of technologies that automatically and passively collect information when you use our website (usage data).

1.2 You may give us personal information by completing forms on our website, paper order forms, registering for an account, when enquiring about or ordering broadband services from us, entering a competition, completing customer satisfaction surveys or otherwise providing feedback on the services received (including via social media channels such as Facebook or Twitter), or by contacting us by phone, email or other means. This includes, for example, where you provide your personal information to us in order to receive information or services from us. If you are a supplier, you may also give us personal information about you when you are offering or providing services to us.

2. What information we collect about you and how we use it

Please go to the section or sections below that best describe our relationship with you to find out what information we collect about you and how we use this information. We refer to this as "personal information" throughout this policy.

2.1 Visitors to our website

2.1.1 What personal information we collect about you

We, or third parties on our behalf, may collect and use any of the following information about you:

- your name
- your postal address
- your email address
- your telephone number
- information provided when you correspond with us
- any updates to information provided to us
- personal information we collect about you or that we obtain from our third party sources
- the following information created and recorded automatically when you visit our website

i) **Technical information.** This includes: the Internet protocol (IP) address used to connect your computer to the internet address or other unique identifier for the computer or other electronic device that you use to access the website; the website address and country from which you access information; the files requested; browser type and version; browser plug-in types and versions; operating system and platform; and

ii) **Information about your visit and your behaviour on our website** (for example, the pages that you click on). This may include the website you visit before and after visiting our website (including date and time), time and length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs),

methods used to browse away from the page, traffic data, location data, weblogs and other communication data and information provided when requesting further service or downloads.

2.1.2 How we use your personal information

We will collect, use and store the personal information listed above for the following reasons:

- to allow you to access and use our website
- to receive enquiries from you through the website about our broadband services
- to ensure that content from our website is presented in the most effective manner for you and for your computer or other electronic device
- to understand how you access and use our website
- to understand you better and tailor our website content and services to your needs and interests
- to allow you to take part in interactive features we may provide from time to time
- to administer and improve our website and broadband services, to measure the efficiency of our systems and to undertake an analysis on the locations from which people access our webpages
- to give you an overall better user experience on our website.

Please see sections 2.7 and 2.8 for more details about how we use your personal information.

2.2 Customers

2.2.1 What personal information we collect about you

We, or third parties on our behalf, may collect and use any of the following information about you:

- your name
- your postal address
- your email address
- your telephone number
- your age
- your gender
- information provided when you correspond with us
- any updates to information provided to us
- information about the current broadband providers you use
- information you provide to help us provide you with improved broadband services, for example if we ask you to fill in a survey or questionnaire
- information about your preferences
- your payment details
- information about broadband services and equipment we provide to you:

- i) information needed to provide the broadband services and equipment to you (including information on completed forms, order details,
- ii) information about your property or access to your property, order history and payment details)
- iii) customer services information and
- iv) customer relationship management and marketing information;

2.2.2 How we use your personal information

We will collect, use and store the personal information listed above for the following reasons:

- to provide you with our broadband services and related equipment, including installation of equipment
- to carry out our obligations under any contracts we have entered into with you
- to deal with any enquiries or issues you have about our broadband services or equipment
- to ensure that content from the broadband services is presented in the most effective way for you and your computer or other electronic device
- to provide support for any faults in our broadband services
- to send you certain communications (including by email or post) about our broadband services such as service announcements and administrative messages (for example, setting out changes to our terms and conditions and keeping you informed about our fees and charges)
- quality assurance of our broadband services
- to carry out statistical analysis and market research on people who may be interested in our broadband services; and
- if you have consented or, otherwise, if it is in our legitimate interests, for marketing purposes, to contact you (including by email or post) with information about our broadband services and related equipment which either you request, or which we feel will be of interest to you (including newsletters).

Please see sections 2.7 and 2.8 for more details about how we use your personal information.

2.2.3 Special categories of data

Some of the personal information that you provide to us about you or your family members may be information about physical or mental health which is a special category of data. You may give us this type of personal data to ensure we can make suitable arrangements when visiting your home to carry out installation of our broadband services (for example, if you are a wheelchair user and are unable to answer the door).

2.2.4 Information we need to provide services to you

We need certain types of personal information so that we can provide services to you and perform contractual and other legal obligations that we have to you. If you do

not provide us with such personal information, or if you ask us to delete it, you may no longer be able to receive our broadband services.

2.3 Prospective customers who we send marketing communications to

2.3.1 We, or third parties on our behalf, may collect and use any of the following information about you:

- your name;
- your postal address;
- your email address;
- your telephone number;
- information about your preferences;
- your property type;
- how you heard about us; and
- your building management contact details.

2.3.2 How we use your personal information

We will collect, use and store the personal information listed above, if you have consented or, otherwise, if it is in our legitimate interests, for marketing purposes, to contact you (including by email or post) with information about our products and services which either you request, or which we feel will be of interest to you.

Please see sections 2.7 and 2.8 for more details about how we use your personal information.

2.4 People who contact us with enquiries or that we contact in relation to fibre broadband installation works

2.4.1 We, or third parties on our behalf, may collect and use any of the following information about you:

- your name
- your postal address
- your email address
- your telephone number
- information provided when you correspond with us
- any updates to information provided to us

2.4.2 How we use your personal information

We will collect, use and store the personal information listed above to: (a) deal with any enquiries or issues you have about our business, broadband services or works to install new fibre broadband, including any questions you may have about how we collect, store and use your personal information, or any requests made by you for a copy of the information we hold about you; and (b) to obtain and share information we need to carry out installation works for new fibre broadband. If we do not have a

contract with you, we may process your personal information for these purposes where it is in our legitimate interests for customer services purposes, for the carrying on our business or to meet our customer and future customer demand for fibre broadband.

Please see sections 2.7 and 2.8 for more details about how we use your personal information.

2.5 Our suppliers and employees of our suppliers and other third parties who work for or with us

2.5.1 We, or third parties on our behalf, may collect and use any of the following information about you:

- your name
- work contact information (phone number and email address)
- your job title
- your gender
- your date of birth
- your emergency contact information
- information provided when you correspond with us
- any updates to information provided to us
- personal information we collect about you from third party sources such as LinkedIn
- work place accident information
- company name
- office address
- CVs, pitch and tender information
- proof of identification and address
- visa or work permit documentation
- details of compensation, expense claims and bank details
- information required to access company systems and applications (such as system ID)
- work hours (overtime and hours worked)
- if you attend our sites, CCTV recordings

2.5.2 How we use your personal information

We will collect, use and store the personal information listed above for general communication between us, including the following:

- to enable us to receive and manage services from you (including supplier due diligence, payment and expense reporting and financial audits)
- to assess your working capacity
- to confirm information on CVs and performance reference checks, to assess you or your employer's suitability to work for us
- for equal opportunities monitoring
- for health and safety records and management

- to contact your next of kin in an emergency
- for security vetting and criminal records checks (where applicable and allowed by law)
- for CCTV monitoring and other security of company facilities

Please see sections 2.6 and 2.7 for more details about how we use your personal information.

2.5.3 Source of personal information.

We may receive some of your personal information from third party sources, such as your employer or your employer's company website. We may also collect this personal information from publicly available sources, such as LinkedIn.

2.5.4 Special categories of data.

Some of the personal information that we collect about you or which you provide to us about you or your employees may be special categories of data. Special categories of data include information about your physical and mental health, sexual orientation, racial or ethnic origin, political opinions, philosophical belief, trade union membership and biometric data.

2.5.5 Information we need to provide services to you.

Please note that we need certain types of personal information so that you or your employer can provide services to us. If you do not provide us with such personal information, or if you or your employer ask us to delete it, you may no longer be able to provide services to us.

2.5.6 Use of your family and next of kin information

Separately, we may process personal information about your family and next of kin so that we may contact them in an emergency. We will only process your or your family/next of kin's personal information for this specific purpose or for any other purposes specifically permitted by law.

2.6 Job applicants

2.6.1 We, or third parties on our behalf, may collect and use any of the following information about you:

- your name
- your contact information (phone number, postal address, mailing address, email address)
- gender
- date of birth
- your career history (usually in the form of a CV)

- personal information we collect about you from third party sources such as LinkedIn
- information provided when you correspond with us
- any updates to information provided to us
- visa or work permit documentation
- if you attend our sites, CCTV recordings

2.6.2 How we use your personal information

We will collect, use and store the personal information listed above for the following reasons:

- to facilitate any application you make to us, including inviting you to and conducting interviews
- if you have asked us to keep you informed of other opportunities at with us, we may periodically
- contact you to tell you about these for up to 6 months
- to respond to your queries and requests
- to communicate with you
- to provide you with updates about your application
- to confirm information on CVs and performance reference checks, to assess your suitability to work for us
- for equal opportunities monitoring
- for security vetting and criminal records checks (where applicable and allowed by law)for CCTV monitoring and other security of company facilities

2.6.3 Source of personal information

We may receive some of your personal information from third party sources, such as your employer, your employer's company website or a recruitment agency. We may also collect personal information from publicly-available sources, such as LinkedIn.

2.6.4 Special categories of data

Some of the personal information that we collect about you or which you provide to us about you may be special categories of data. Special categories of data include information about your physical and mental health, sexual orientation, racial or ethnic origin, political opinions, philosophical belief, trade union membership and biometric data.

2.7 Other reasons we may store your personal information

Whatever our relationship with you is, we may also collect, use and store your personal information for the following additional reasons:

- to deal with any enquiries or issues you have about how we collect, store and use your personal information, or any requests made by you for a copy of the information we hold about you. If we do not have a contract with you, we may

process your personal information for these purposes where it is in our legitimate interests

- for internal corporate reporting, business administration, ensuring adequate insurance coverage for our business, ensuring the security of company facilities, research and development, and to identify and implement business efficiencies. We may process your personal information for these purposes where it is in our legitimate interests to do so
- to comply with any procedures, laws and regulations which apply to us – this may include where we reasonably consider it is in our legitimate interests or the legitimate interests of others to comply, as well as where we are legally required to do so
- to establish, exercise or defend our legal rights – this may include where we reasonably consider it is in our legitimate interests or the legitimate interests of others, as well as where we are legally required to do so.

2.8 Further processing

We will not use your personal information in any way that is incompatible with the purposes set out in this section 2. Please contact us using the details in section 13 if you want further information on the analysis we will undertake to establish if a new use of your personal information is compatible with these purposes.

2.9 Aggregated and anonymous information

We may use your personal information and combine it with the personal information of others to identify trends and share or provide this trend information in an aggregated and anonymous form with third parties. For example, we may use information about your browsing habits as part of an aggregated number to identify which are our most popular website pages.

3. Legal basis for use of your personal information

3.1 We consider that the legal bases for using your personal information as set out in this privacy policy are as follows:

- our use of your personal information is necessary to perform our obligations under any contract with you (for example, to sell and provide you with broadband services and related equipment, to fulfil an order which you place with us, to comply with the terms of use of our website which you accept by browsing our website and/or to comply with our contract to provide services to or receive services from you or your employer); or
- our use of your personal information is necessary for complying with our legal obligations (for example, for health and safety purposes); or
- where neither (a) nor (b) apply, use of your personal information is necessary for our legitimate interests or the legitimate interests of others (for example, to ensure the security of our website). Our legitimate interests are to:
 - i) run, grow and develop our business
 - ii) select appropriately skilled and qualified suppliers

- iii) marketing, market research and business development
- iv) provide broadband services to our customers, make and receive payment and provide customer services
- v) invest in and roll out fibre broadband to benefit the communities in which we operate
- vi) place, track and ensure fulfilment of orders with our suppliers
- vii) for internal group administrative purposes.

If we rely on our (or another person's) legitimate interests for using your personal information, we will undertake a balancing test to ensure that our (or the other person's) legitimate interests are not outweighed by your interests or fundamental rights and freedoms which require protection of the personal information.

3.2 We may use your special categories of data (such as health information) where you have provided your consent (which you may withdraw at any time after giving it, as described below).

3.3 We may process your personal information in some cases for marketing purposes on the basis of your consent (which you may withdraw at any time after giving it, as described below).

3.4 If we rely on your consent for us to use your personal information in a particular way, but you later change your mind, you may withdraw your consent by contacting us <https://www.boxbroadband.co.uk/contact-us/> we will stop doing so. However, if you withdraw your consent, this may impact the ability for us to be able to provide broadband services to you.

4. How and why we share your personal information with others

4.1 We will share your personal information with the following third parties or categories of third parties:

- our group companies where it is in our legitimate interests to do so for internal administrative purposes (for example, ensuring consistent and coherent delivery of broadband services to our customers, corporate strategy, compliance, auditing and monitoring, research and development and quality assurance)
- our partners and joint venture partners ("Partners"), where we provide the broadband service or our website to you as part of a partnership or joint venture. Our Partners will process your information in accordance with their privacy policy and it is your responsibility to read our Partner's privacy policies;
- our service providers and sub-contractors, including but not limited to payment processors, utility providers, suppliers of technical and support services, insurers, and cloud service providers, for example Amazon Web Services
- public agencies and the emergency services
- companies that assist us in our marketing, advertising and promotional activities
- analytics and search engine providers that assist us in the improvement and optimisation of our website.

4.2 Any third parties with whom we share your personal information are limited (by law and by contract) in their ability to use your personal information for any purpose other than to provide services for us. We will always ensure that any third parties with whom we share your personal information are subject to privacy and security obligations consistent with this privacy policy and applicable laws.

4.3 We will also disclose your personal information to third parties:

- where it is in our legitimate interests to do so to run, grow and develop our business:
 - i) if we sell or buy any business or assets, we may disclose your personal information to the prospective seller or buyer of such business or assets
 - ii) if substantially all of Box Broadband's or any of its affiliates' assets are acquired by a third party, in which case personal information held by Box Broadband will be one of the transferred assets
- if we are under a duty to disclose or share your personal information in order to comply with any legal obligation, any lawful request from government or law enforcement officials and as may be required to meet national security or law enforcement requirements or prevent illegal activity
- in order to enforce or apply our terms and conditions or any other agreement or to respond to any claims, to protect our rights or the rights of a third party, to protect the safety of any person or to prevent any illegal activity; or
- to protect the rights, property, or safety of Box Broadband, our staff, our customers (including residents) or other persons. This may include exchanging personal information with other organisations for the purposes of fraud protection and credit risk reduction.

4.4 We may also disclose and use anonymised, aggregated reporting and statistics about users of our website or our goods and services for the purpose of internal reporting or reporting to our group or other third parties, and for our marketing and promotion purposes. None of these anonymised, aggregated reports or statistics will enable our users to be personally identified.

4.5 Save as expressly detailed above, we will never share, sell or rent any of your personal information to any third party without notifying you and, where necessary, obtaining your consent. If you have given your consent for us to use your personal information in a particular way, but later change your mind, you should contact us, and we will stop doing so.

5. How long we store your personal information

We keep your personal information for no longer than necessary for the purposes for which the personal information is processed. The length of time we retain personal information for depends on the purposes for which we collect and use it and/or as required to comply with applicable laws and to establish, exercise or defend our legal rights. For example, our policy is to only keep customer data for 3 years from the end date of your contract with us unless we need to keep it for longer (for example to establish, exercise or defend our legal rights).

6. Your rights

6.1 You have certain rights in relation to your personal information. If you would like further information in relation to these or would like to exercise any of them, please contact us <https://www.boxbroadband.co.uk/contact-us/> at any time. You have the following rights:

6.1.1 Right of access.

You have a right of access to any personal information we hold about you. You can ask us for a copy of your personal information; confirmation whether your personal information is being used by us; details about how and why it is being used; and details of what safeguards are in place if we transfer your information outside of the European Economic Area ("EEA").

6.1.2 Right to update your information.

You have a right to request an update to any of your personal information which is out of date or incorrect.

6.1.3 Right to delete your information.

You have a right to ask us to delete any personal information which we are holding about you in certain specific circumstances. You can ask us for further information on these specific circumstances by contacting us using the details in section 13.

We will pass your request onto other recipients of your personal information unless that is impossible or involves disproportionate effort. You can ask us who the recipients are using the contact details in section 13.

6.1.4 Right to restrict use of your information

You have a right to ask us to restrict the way that we process your personal information in certain specific circumstances. You can ask us for further information on these specific circumstances by contacting us using the details in section 13.

We will pass your request onto other recipients of your personal information unless that is impossible or involves disproportionate effort. You can ask us who the recipients are using the contract details in section 13.

6.1.5 Right to stop marketing

You have a right to ask us to stop using your personal information for direct-marketing purposes. If you exercise this right, we will stop using your personal information for this purpose.

6.1.6 Right to data portability

You have a right to ask us to provide your personal information to a third party provider of services.

6.1.7 Right to object.

You have a right to ask us to consider any valid objections which you have to our use of your personal information where we process your personal information on the basis of our or another person's legitimate interest.

6.2 We will consider all such requests and provide our response within a reasonable period (and in any event within one month of your request unless we tell you we are entitled to a longer period allowed by applicable law). Please note, however, that certain personal information may be exempt from such requests in certain circumstances, for example if we need to keep using the information to comply with our own legal obligations or to establish, exercise or defend legal claims.

6.3 If an exception applies, we will tell you this when responding to your request. We may request you to provide us with information necessary to confirm your identity before responding to any request you make.

7. Children

7.1 You must be aged 18 or over to purchase broadband services from us. Our website and broadband services are not directed at children and we do not knowingly collect any personal information from children.

7.2 If you are a child and we learn that we have inadvertently obtained personal information from you from our websites, or from any other source, then we will delete that information as soon as possible.

7.3 Please contact us <https://www.boxbroadband.co.uk/contact-us/> if you are aware that we may have inadvertently collected personal information from a child.

8. Marketing

8.1 We may collect and use your personal information for undertaking marketing by email telephone and post.

8.2 We may send you certain marketing communications (including electronic marketing communications to existing customers) if it is in our legitimate interests to do so for marketing purposes.

8.3 However, we will always obtain your consent to direct marketing communications where we are required to do so by law and if we intend to disclose your personal information to any third party for such marketing.

8.4 If you wish to stop receiving marketing communications, you can contact us by contacting us <https://www.boxbroadband.co.uk/contact-us/>.

9. Where we may transfer your personal information

9.1 Your personal information may be used, stored and/or accessed by staff operating outside the EEA working for us, other members of our group, our Partners or our suppliers. For example, our customer data is hosted by Amazon Web Services which may transfer your personal data to the United States. Further details on to whom your personal information may be disclosed are set out in section 4. If we provide any personal information about you to a third party operating outside of the EEA, we will take appropriate measures to ensure that the recipient protects your personal information adequately in accordance with this privacy policy. These measures may include the following permitted in Articles 45 and 46 of the General Data Protection Regulation:

- in the case of US based entities, entering into European Commission approved standard contractual arrangements with them, or ensuring they have signed up to the EU-US Privacy Shield (see further <https://www.privacyshield.gov/welcome>); or
- in the case of entities based in other countries outside the EEA, entering into European Commission approved standard contractual arrangements with them.

9.2 Further details on the steps we take to protect your personal information, in these cases is available from us on request by contacting us at <https://www.boxbroadband.co.uk/contact-us/> any time.

10. Risks and how we keep your personal information secure

10.1 The main risk of our processing of your personal information is if it is lost, stolen or misused. This could lead to your personal information being in the hands of someone else who may use it fraudulently or make public information that you would prefer to keep private.

10.2 For this reason, Box Broadband is committed to protecting your personal information from loss, theft and misuse. We take all reasonable precautions to safeguard the confidentiality of your personal information, including through use of appropriate organisational and technical measures. We ensure that:

- all information you provide to us is stored on our secure servers;
- all communications will be encrypted using SSL technology; and
- your Box Broadband account will be password protected. You are responsible for keeping this password confidential. Please do not share your password or your account with anyone.

10.3 In the course of provision of your personal information to us or using our broadband services, your personal information may be transferred over the internet. Although we make every effort to protect your personal information, the transmission of information over the internet is not completely secure. As such, you

acknowledge and accept that we cannot guarantee the security of your personal information transmitted to our website or using our broadband services and that any such transmission is at your own risk. Once we have received your personal information, we will use strict procedures and security features to prevent unauthorised access to it.

10.4 Where we have given you (or where you have chosen) a password which enables you to access your online account, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

11. Links to other websites

The Website and Services may contain hyperlinks to and from the websites of our partner networks, advertisers and affiliates or other third parties. Any hyperlinks we provide are provided for your reference and convenience only and do not imply any endorsement of the activities of such third-party websites or any association with their operators. This privacy policy only applies to the personal information that we collect or which we receive from third party sources, and we cannot be responsible for personal information about you that is collected and stored by third parties. Third party websites have their own terms and conditions and privacy policies, and you should read these carefully before you submit any personal information to these websites. We do not endorse or otherwise accept any responsibility or liability for the content of such third party websites or third party terms and conditions or policies.

12. Changes to our privacy policy

We may update our privacy policy from time to time. Any changes we make to our privacy policy in the future will be posted on this page and, where appropriate, notified to you by email or in another appropriate manner.

13. Further questions and how to make a complaint

13.1 If you have any queries or complaints about our collection, use or storage of your personal information, or if you wish to exercise any of your rights in relation to your personal information, please contact us
<https://www.boxbroadband.co.uk/contact-us/>

We will investigate and attempt to resolve any such complaint or dispute regarding the use or disclosure of your personal information.

13.2 In accordance with Article 77 of the General Data Protection Regulation, you may also make a complaint to the Information Commissioner's Office, or the data protection regulator in the country where you usually live or work, or where an alleged infringement of the General Data Protection Regulation has taken place. Alternatively, you may seek a remedy through the courts if you believe your rights have been breached.

Our cookies

We use cookies when you visit our site, but you can control these through your browser settings. You can find out how to manage cookies on your devices below.

What are cookies?

Cookies are data files that can hold small amounts of info and are stored on your device (computer, smartphone etc) when you first visit a website.

How do we use them?

We use cookies for:

- essential operations, like site navigation
- allowing you to save your address within 'your details' during the checkout
- analysing visitor numbers and behaviours, such as what pages are frequently visited
- assessing the success of our advertising campaigns, offers and communications
- targeting suitable advertising messages
- understanding which Affiliates have helped us reach out to new customers, or have promoted our products on their websites

For full information on how we use your data, see <https://www.boxbroadband.co.uk/privacy-policy/>

What types of cookies do we use?

There are three main types.

1. **Site functionality cookies** – these allow you to navigate the site and use our features, such as saving your address within your and your details during the checkout. This data is only stored for the duration of your session.
2. **Site analytics cookies** – these cookies allow us to measure and analyse how our customers use the site, to improve both its functionality and your experience.
3. **Targeting or advertising cookies** – these are used to deliver ads relevant to you. They also limit the number of times that you see an ad and help us measure the effectiveness of our marketing campaigns.

Advertising cookies

The information below lists all third party advertising and analytics partners we work with.

List of third party advertising & analytics partners:

- Awin
- Facebook (including Instagram)
- Google Ads
- Google Analytics

- Google Optimise
- HotJar analytics
- LinkedIn
- Microsoft Advertising
- Twitter

How to manage cookies

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Data processing

If Box Broadband Limited (the "**Supplier**") processes Personal Data on behalf of the Customer under the Contract and in connection with the Services (such Personal Data being referred to in this Addendum as "**Relevant Personal Data**"), this Addendum shall form part of and shall be incorporated into the Contract.

1. Definitions

1.1 In this Addendum, unless the context requires otherwise:

(a) capitalised expressions defined in the Supplier's Standard Terms for the Supply of Services ("Standard Terms") and used in this Addendum have the meaning set

out in the Standard Terms and the rules of interpretation set out in the Standard

Terms shall apply; and

(b) the terms: "Data Subject", "Personal Data Breach", "Supervisory Authority" "controller" and "process", shall have the meanings set out in the GDPR.

2. Responsibilities in relation to Relevant Personal Data

2.1 The Appendix to this Addendum sets out details of the processing of the Relevant Personal Data.

2.2 Where the Customer transfers Personal Data to the Supplier, the Customer shall have sole responsibility for:

(a) the accuracy, quality and legality of the Personal Data; and

(b) providing all notices and obtaining all consents as may be required under Data Protection Laws in order for the Supplier to process the Personal Data for the purposes of providing the Services and in connection with the Contract.

2.3 To the extent the Supplier processes Relevant Personal Data, then in relation to such processing, the Supplier shall:

(a) process such Relevant Personal Data only in accordance with the Customer's written and lawful instructions (which are exclusively set out in the Contract and the Supplier's Privacy Policy available on the Website) and save for processing which the Supplier is otherwise required to do pursuant to any Applicable Law in which case the Supplier shall inform the Customer of that requirement;

(b) take commercially reasonable steps to ensure its personnel who are authorised to have access to Relevant Personal Data are committed to confidentiality or are under an appropriate statutory obligation of confidentiality when processing such Relevant Personal Data;

(c) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing, implement technical and organisational measures and procedures to ensure a level of security for such Relevant Personal Data appropriate to the risk, including the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;

(d) only transfer Relevant Personal Data outside the European Union in compliance with Data Protection Laws;

(e) inform the Customer without undue delay upon becoming aware of any such Relevant Personal Data (while within the Supplier's or its subcontractors' possession or control) being subject to a Personal Data Breach.

(f) except as required by Applicable Law, for internal governance or administration or in order to establish, exercise or defend any actual or possible legal claims (in which case the Supplier shall become the controller of the Personal Data), if requested by the Customer, take reasonable steps to return or irretrievably delete all Relevant Personal Data on termination or expiry of this Contract (at the Customer's cost);

(g) provide to the Customer and any Supervisory Authority such information and assistance as is reasonably required to demonstrate or ensure compliance with the obligations in this Addendum and/or the Data Protection Laws;

(h) take such steps as are reasonably required to assist the Customer (at the Customer's cost) in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR;

(i) notify the Customer as soon as reasonably practicable if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Relevant Personal Data;

(j) provide the Customer (at the Customer's sole cost) with reasonable co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Relevant Personal Data; and

(k) subject to clause 2.5, permit the Customer or its representatives to access any relevant premises, personnel or records of the Supplier on 30 days' notice to audit (no more than once a year and at the Customer's sole cost) and otherwise verify compliance with this clause 2.3, provided that the Customer and its representatives do not disrupt the Supplier's business.

2.4 To the extent that the Supplier is processing Relevant Personal Data on behalf of the Customer, the Customer acknowledges that the Supplier is reliant on the Customer alone for direction as to the extent the Supplier is entitled to use and process the Relevant Personal Data. Consequently, the Customer shall be entitled to relief from liability in circumstances where a Data Subject makes a claim or complaint with regards to the Supplier's actions to the extent that such actions result from: (a) instructions received from the Customer; or (b) a breach by the Customer of its obligations under this Addendum.

2.5 The Supplier shall only be required to permit the Customer or its representatives to access any relevant premises, personnel or records of the Supplier pursuant to clause 2.3(j) if: (a) the Customer knows or has reasonable grounds to suspect that Relevant Personal Data which is processed by the Supplier pursuant to clause 2.3 is subject to a Personal Data Breach or is otherwise lost or destroyed, damaged, corrupted or unusable; (b) the Customer and, if applicable, its representatives commit to such confidentiality obligations as the Supplier may reasonably require; and (c) it takes place on Business Days during the Supplier's usual business hours.

2.6 The Customer acknowledges and agrees that the Supplier may subcontract its processing of the Relevant Personal Data on behalf of the Customer. The Supplier shall procure that any such sub-contractors enter into a written contract with the Supplier which contains obligations for the protection of the Relevant Personal Data which are substantially similar to those set out in this Addendum.

2.7 By entering into the Contract, the Customer is deemed to have approved the use of the Supplier's current sub-processors as at the date of the Contract ("Current Sub-Processors").

2.8 If, after the date of the Contract, the Supplier engages a new Sub-Processor ("New Sub-Processor") (which is not a Current Sub-Processor):

(a) the Supplier shall inform the Customer of the engagement by sending an email notification to the Customer or publishing the name of the New Sub-Processor on the Website;

(b) the Customer may object to the engagement of such New Sub-Processor by notifying the Supplier within 10 days of the Supplier's email, provided that such objection must be on reasonable, substantial grounds, directly related to such New Sub-Processor's ability to comply with substantially similar obligations to those set out in this Addendum, and:

(i) if the Customer does not so object, the engagement of the New Sub-Processor shall be deemed accepted by the Customer; and

(ii) if the Customer makes an objection in accordance with clause 2.8(b), the Supplier will use reasonable efforts to make available to the Customer an alternative solution or arrangement to avoid the processing by the relevant sub-contractor of any Relevant Personal Data provided by the Customer, provided that:

(A) the Supplier shall not be required to implement an alternative solution or arrangement which unreasonably burdens Supplier; and

(B) the Supplier shall be entitled to make a reasonable additional charge to cover the costs of implementing and operating the alternative solution or arrangement.

2.9 If the Supplier is unable to make available an alternative solution or arrangement within a reasonable period of time (which shall not exceed sixty (60) days) or the Customer is unwilling to pay any charge by the Supplier to cover the costs of implementing and operating the alternative solution or arrangement, the Customer may, by written notice to the Supplier:

(a) discontinue its use of that part of the Services which is impacted by the Customer's objection; or

(b) terminate the Contract, but only in such circumstances as it is not technically possible to discontinue only part of the Services pursuant to clause 2.9(a), and in either case the Customer shall be entitled to receive a pro rata refund of any prepaid fees and other applicable charges for the period following the effective date of the relevant part of the Services being discontinued or termination (as applicable) and shall not be liable to pay the Cancellation Fee.

2.10 The Customer shall reimburse the Supplier for all reasonable costs incurred by the Supplier and payable by the Customer pursuant to this Addendum, in accordance with clause 6.3 of the Standard Terms.

2.11 Nothing in this Addendum shall prevent the Supplier from using Relevant Personal Data for business analytics purposes (including sharing Relevant Personal Data with third parties for such purposes, provided that the Relevant Personal Data is shared in a form that does not enable the third party to identify a Data Subject).

Appendix to Data Processing Addendum

The Personal Data processing activities carried out by the Supplier under the Contract may be described as follows:

Subject matter of processing	Data captured from the order placed and process to onboard and supply service.
Nature and purpose of processing	To provide our services and ensure we can support it and improve the quality.
Categories of Personal Data	Account details for the customer and the premise for which the service is provided.
Categories of data subjects	Individuals and organisations.
Duration	For a minimum of the initial contract term.

Vulnerable Customer Policy

At Box Broadband we continuously strengthen our community by providing faster, more affordable broadband to the residents and businesses in the area we serve. Community is at the very heart of what we do. We develop strong relationships by providing a high level of service and care for all our customers irrespective of their life circumstances. We believe that everyone, whatever community you come from, or what type of vulnerability you may have, should have equal access to the incredible opportunities the internet offers.

'Vulnerable' can mean a lot of things. At Box Broadband we define this as:

"Someone who is disadvantaged due to personal circumstances including age, physical or mental illness, physical or learning disability, communication difficulties, changes in circumstances (e.g. financial, family, bereavement) or low literacy."

We estimate that up to half of the population of the UK could be vulnerable at some stage and even though these circumstances can be temporary or permanent, it is our duty to protect all our community members.

We want to give our customers the best experience and we always ensure that our customer service and support is on top form. Our customer support team will always try to provide specialised help where and when it's needed, whether it's over the phone or a call-out to your home. Please let our advisors know if you're experiencing difficulties and they'll make a note of it on your account so that we can guide you all the way.

Our customer service team are available 365 days a year between 8am – 9pm Monday to Friday and 9am – 7pm on weekends and bank holidays, please contact us <https://www.boxbroadband.co.uk/contact-us/>. You can also contact us via [Facebook](#).

Complaints and Disputes Procedure

At Box Broadband we aim to provide you with the best level of service possible. If you feel we have fallen short of this aim, please let us know. We'll work with you to put things right and we will always try to use your feedback to improve things where we can. If you are unhappy with our service then please let us know by giving us a call on 01483 904123 or contact us <https://www.boxbroadband.co.uk/contact-us/>.

If you prefer to write then please send a letter to Box Broadband, Customer Services, 35 High Street, Cranleigh, Surrey, GU6 8AS. Our preference is for you to call us as we will try to resolve your complaint during the initial call. If this is not possible, we will agree on a course of action with you and provide you, where possible, with clear timeframes and next steps for the resolution of your complaint.

If you are not satisfied with the way your complaint has been dealt with or the proposed next steps then you can ask to escalate the issue to a manager.

If we have failed to reach an agreed resolution within eight weeks of receiving your complaint then you have the option of referring your complaint for independent consideration to The Ombudsman Service with the following contact details:

Post: Ombudsman Services, Communications, P.O. Box 730, Warrington, WA4 6WU

Phone: 0330 440 1614

Email: enquiry@ombudsman-services.org

Web: <https://www.ombudsman-services.org/>

Home Broadband, Phone TV Service Terms & Conditions

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Introduction

These pages set out information about us and the legal Terms & Conditions for the services provided by us. These Terms & Conditions (together with our Usage Policy and the Confirmation) will apply to any contract between us for the provision of services to you.

Important information is contained in these Terms & Conditions, our Usage Policy and our Privacy Policy available at <https://www.boxbroadband.co.uk/privacy-policy/> so please read them carefully and make sure you understand them.

In particular we wanted to highlight the following key provisions:

- **The Services we provide:** We will tell you the Services we will provide in our Confirmation of your order.
- **Service availability:** Our Services are only available in certain areas. We will tell you if the Services are not available to you when you submit an order. You can

find out more details on our Website or by contacting us. Please see clauses 3.1 and 4.6.

- **Phone Service** Our Phone Service will not work if there is a power cut or the Broadband Service fails. Fees and rates that apply can be viewed in our tariff guide on <https://www.boxbroadband.co.uk/telephone/>. The Box Broadband monthly phone service charge is inclusive of UK landline and mobile phone calls. Call tariffs for all other destinations and premium rate numbers (including numbers starting 08, 09, 0701, 0702) are available on our website.
- **Your right to change your mind:** If you change your mind about taking the Services in the first 14 days you can cancel the Contract in accordance with clause 7.
- **Your minimum commitment:** Except where you have a right to change your mind, you commit to take the Services from us for the Minimum Period set out in our Confirmation of your order. If you choose to cancel the contract early or we cancel the contract early because of your fault, you may have to pay a Cancellation Fee. Please see clauses 5.2, 7.5, 7.6 and 7.10 for more details.
- **Changes to the Services and the Contract:** We may change the Services and this Contract from time to time. Where we think the changes will be to your material detriment, we will give you notice first and you will have a right to cancel the Contract in accordance with clauses 7.6 and 11.
- **How to complain:** Please see clause 18.
- **How to contact us:** Please see clause 1.

By placing an order for Services with us, you agree to these Terms & Conditions and our Usage Policy in full and confirm you have read and understood our Privacy Policy.

1. About Us

1.1 We are Box Broadband Limited, a company registered in England and Wales under company number 10498823 whose registered office is at 57a Broadway, Leigh On Sea, Essex, England, SS9 1PE.

1.2 You can contact us by using the contact us form available at <https://www.boxbroadband.co.uk/contact-us/> .

2. What Words Mean

The following words have special meanings in these Terms & Conditions where they start with a capital letter:

"Appointment cancellation charge" - means if you fail to give us 48 hours notice to rebook or cancel your installation/service appointment or if you miss your appointment, you will be liable for a £20 charge.

"Broadband Services" means the broadband services that we offer as described in more detail on the Website.

"Cancellation Fee" is the full amount of Charges you would have paid to us for the Services up to the end of the Minimum Period plus any waived setup/installation fees, if the Services were not cancelled before the end of the initial 14-day cooling off Period.

"Charges" means our charges for any Equipment and the Services set out in your Confirmation which may consist of a subscription charge, a connection charge, installation charges and charges for any additional services set out in your Confirmation.

"Confirmation" means our acceptance notification that confirms the Services and Equipment that we will provide, the Charges, the commencement date of the Services and any Minimum Period.

"Contract" means the Confirmation, the date of successful broadband installation, these Terms & Conditions and our Usage Policy.

"Downgrade Fee" means the number of months of any initial free period that have elapsed by the date of the downgrade plus one month, multiplied by the monthly subscription charge payable after the initial free period.

"Contract Length" means the minimum period of time that you have committed to take the Services from us. The Minimum Period will commence on the date of the Confirmation and continue until the expiry date set out in the Confirmation.

"Equipment" means any equipment that we own or is part of our network including equipment that may belong to our third party suppliers, including any broadband router, boosters, analogue telephone adapter, TV Box and cabling that we provide to you.

"Phone Services" means the phone services that we offer as described in more detail on the Website.

"Services" means the Broadband Services, Phone Services and/or TV Services we have agreed to provide to you as set out in your Confirmation and on your bill together with any installation services and additional services we make available to you.

"Terms and Conditions" means these home broadband, phone and TV terms and conditions.

"TV App" means the Box Broadband software application which allows you to access and enjoy a selection of live and on demand content via a mobile device.

"TV Box" means the Box Broadband set-top-box which allows you to use the TV Service.

"**TV Services**" means the television services that we offer as described in more detail on the Website including the Box Broadband TV App.

"**Usage Policy**" means the terms which apply to the use of the Services and Equipment and are set out in clause 20.

"**Website**" means www.boxbroadband.co.uk

3. Our Services

3.1 All the Services advertised on the Website are subject to availability and we only provide them within buildings and/or properties that have been pre-wired to work with our services. We provide the Services and Equipment solely for private and domestic use by you (and, if applicable, members of your household). You must not use the Services or Equipment for commercial or business purposes. If you do use our Services or Equipment for any commercial or business purposes, we may cancel this Contract in accordance with clause 8.9(i).

3.2 We aim to provide a high quality fault-free service at all times, using reasonable skill and care.

(a) For your Broadband Service, we will provide you with at least the minimum upload and download speeds set out in your Confirmation which will be the minimum level of service advertised for the Services on our Website. However, we are not able to guarantee that there will be no disruption to the Services we provide due to the nature of the Services and the Equipment including the requirement for regular maintenance. In particular the speed of the Broadband Services you receive can depend on various things such as the devices that you use to access the Services. If we identify a fault with our network, we will fix it as soon as we can.

(b) Your TV Service is a variable service and we can't guarantee the availability of any of the content made available or advertised as being available on the TV Service. The TV App will include a selection of the content available on the TV Service. For example, some of the channels and content are provided to us by third parties and we can't guarantee the continued availability of this content.

3.3 In order to provide the Services to you, you agree that we may select and at any time change any Internet service provider (ISP) or other service provider used for the provision of the Services.

3.4 Our Phone Service Fees and rates that apply can be viewed in our tariff guide on <https://www.boxbroadband.co.uk/telephone/>. The Box Broadband monthly phone service charge is inclusive of UK landline and mobile phone calls. Call tariffs for all other destinations and premium rate numbers (including numbers starting 08, 09, 0701, 0702) are available on our website.

3.5 Our Phone Services and TV Service (when accessing via the TV Box) are provided using the broadband connection to your home, you must therefore have a Broadband Service with us to receive the Phone Service and TV Service. As your Phone Service and TV Service uses your broadband connection, you will be unable to use these Services if there is a power cut or power failure, or a failure of the Broadband Service connection. You will need to use an alternative phone, e.g. mobile phone, to access the emergency services in these circumstances. If you dial 112/999 you will need to state your address location and phone number promptly and clearly, as emergency operators and authorities may not have this information.

3.6 When using our Services and Equipment, you must:

- (a) not use the Services or Equipment for any unlawful purposes;
- (b) comply with these Terms and Conditions and the Usage Policy at all times;
- (c) give us any information that we reasonably ask for;
- (d) comply with our reasonable instructions in relation to the Services, the Equipment and any numbers you are allocated.

3.7 You are responsible for how our Services and Equipment are used and you will ensure that members of your household comply with this Contract.

3.8 The Services and Equipment for Broadband Services do not provide access to calls to the emergency services numbers 999 and 112. You should ensure that you have alternative means to access the emergency services numbers.

3.9 If you have the Phone Service, you will have access to call the emergency services numbers 999 and 112 unless there is a power failure or failure in the Broadband Service. We will register your home address with the emergency services.

3.10 The Services do not work with technology (such as personal alarm systems) that require copper lines to operate, for example to provide power to the technology.

3.11 We will, where necessary, allocate you a phone numbers and IP addresses for use with the Services, which may be reallocated, withdrawn or changed by us at any time. If we are required to reallocate, withdraw or change any number allocated to you, we shall use our reasonable endeavours to notify you with as much notice as is practicable. For all our home broadband services below 3000Mbps speed we use Carrier Grade Nat (CGN) technology to make efficient use of IPv4 addresses. Port

forwarding is not possible through CGN and there are a tiny number of specialist use cases that might require this, typically to enable a direct connection from outside your home LAN to a service that you are running on it. If you want to make use of port forwarding then you will need to purchase or upgrade to our 3000Mbps home broadband services or any of our business broadband services.

3.12 When you take our Phone Service, you may transfer your existing phone number to us and we will, where possible, transfer your number in accordance with industry standard processes and our legal requirements. We may ask you for additional information or assistance to enable this porting process to take place and you agree to provide this information or assistance if requested. At the end of your Contract with us, you may also request your new provider to transfer your phone number from us to them.

4. How to order Services from us

4.1 The easiest way to order Services from us, is to register with us using the checkout process on the Website. Alternatively, you may register with us by 01483 904123 or by using the contact us form available at - <https://www.boxbroadband.co.uk/contact-us/>

4.2 Our registration and order process allows you to check and amend any errors before submitting them to us. Please take the time to read and check your registration and any orders at each stage of the registration and order process.

4.3 As part of the registration process we may perform a credit check on you. If you do not meet the credit conditions that we have set it may limit the choice of Services we are able to provide to you.

4.4 By registering with us you agree that you:

(a) are at least 18 years old;

(b) will only order the Services for your personal or household use; and

(c) will provide accurate information about yourself when registering with us and update the information as necessary to keep it current including telling us if you move to a new address.

4.5 After you place an order for Services from us, if we are able to accept your order we will send you a Confirmation.

4.6 If we are unable to provide all or part of the Services to you, we will let you know by email and will not proceed with that part of your order.

4.7 You may change the Service you have with us at any time.

4.8 If you upgrade your Service,

(a) And are in your minimum period, new Charges will apply from the date set out in the Confirmation and a new Minimum Period may apply.

(b) And are out of your minimum period, new Charges will apply from the date set out in the Confirmation and a new Minimum Period will apply.

4.9 If you downgrade/change the Service after your contract ends, you will need to return any additional Equipment (e.g. a second router or TV Box) that we provided to you for free with that Service. New Charges will apply from the date set out in the Confirmation and all downgrades/changes will be subject to a new Minimum Period.

(a) As part of the terms and conditions you are agreeing to, you are entering into a fixed-term contract and you cannot downgrade on the package you have chosen within this fixed-term period.

5. Rural Gigabit Connectivity Scheme

Box Broadband Ltd are part of the Government Rural Gigabit Connectivity Scheme, introduced to help residential and businesses in hard-to-reach rural areas that are receiving broadband speeds less than 100mbps. The scheme is to help the customer by providing a voucher to help go towards the connection fee from the Service Provider. Read about the scheme here <https://gigabitvoucher.culture.gov.uk/>

In order for the customer to benefit from the grant scheme, we request on your behalf the voucher using the secure online Government portal. The customer will receive an email with the schemes Terms and Conditions, the customer is to confirm they are taking a service with Box Broadband. In order for the voucher to be requested on behalf of the beneficiary, Box Broadband will need to submit customer details: name, address, telephone number and email address.

Payments of grants to customers under the scheme are made by the Authority direct to the Supplier, the beneficiary confirms the service has been requested and delivered by completing a couple of emails. Text messages to customers alongside emails will be sent as reminders.

On the delivery of the service and the customer confirming this, the voucher will be paid to the Service Provider. Residential voucher, the beneficiary will receive an invoice for their records only, showing the connection charge against the voucher amount, no payment is required. Business voucher, the business will be issued with an invoice and will be liable for the VAT.

6. When the Contract and Services will start and end

6.1 The Contract between you and us will commence on the date of your successful broadband installation.

6.2 Unless either of us cancels the Contract in accordance with clause 7, the Contract and the Services, will continue at least for the Minimum Period. Unless we expressly agree with you otherwise, after the Minimum Period the Contract will carry on and the Charges will change to the monthly contract price available for your Service which applies on the date your Minimum Period ends.

7. Payment

7.1 The prices of our Services including any installation and connection fees will be as quoted on our Website or by our sales staff and may change from time to time. The Charges applicable to the Services and Equipment you order and that we agree to provide will be set out in your Confirmation. You will pay us the Charges set out in the Confirmation.

7.2 Your Confirmation will set out when you must pay the Charges which will depend on the Services which you order. Subscription and other charges for the package of Services are payable in advance from the date set out in your Confirmation. Any charges for additional Services or Equipment which you order are usually charged to you in the month following the one in which you took the additional Services or Equipment or in a later bill. If your Services have a connection fee, the connection fee is due when we send you the Confirmation.

7.3 Unless we agree something else, you must pay us the Charges as soon as you get our bill. We may collect the payments from you by direct debit using the details you have provided to us when registering. At our discretion, payment by card may be taken but additional administration fees may be applied. You will be responsible for any bank charges if you do not have enough money in your account.

7.4 You may change the account details for your direct debit and the date which the payment comes out of your account at any time and each change (whether to your account details or the date) will be subject to a £10 charge to cover our administrative costs of making the change.

7.5 If your direct debit fails, or where we have agreed you can pay by card you are late paying your bill, we may charge you a £10 charge to cover our costs of contacting you to collect payment.

7.6 We may increase the Charges at any time by giving you one month's notice by email to the email address on your account with us. If the increase is to your material detriment, we will also give you a right to cancel the Services by giving us thirty days' notice but you will need to tell us that you want to cancel within 30 days of the date of the notice that we send you. Please see the "Cancellation and Suspension" section of these Terms & Conditions for further details.

7.7 If you request Equipment from us, we will charge you for the Equipment according to our price list or lease of Equipment to you on a monthly charge basis. Any Equipment Charges that are not already included as part of the Services you have ordered will be set out in your Confirmation.

7.8 You agree that you are liable for any Charges on your account regardless of whether you or anybody else (with or without your permission) runs up those charges (unless the charges result from fraud by someone else which you have had no control over). If you do become aware of any fraud by someone else, you must tell us as quickly as you can. Under no circumstances should you give your passwords to anybody else (unless you're happy for them to use your account and add charges on your account). You will be liable for any Charges incurred by anyone who orders services and additional services as a result of accessing your account (for example, your family members and friends visiting your premises) and anyone you have given your account password to.

7.9 If you think there is an error in your bill, please tell us and we will not suspend or terminate your Services while we investigate the issue further.

7.10 This clause continues to apply after the Contract has ended.

7.11 If your contract start date is between 1 January and 31 March inclusive, you will not be subject to this increase on 1 April in the first year of your Contracted Agreement, but you will in all subsequent years of your Agreement.

a) If the published CPI percentage rate is negative, we may at our discretion increase your prices by 2.9% in the relevant year.

b) The calculated increase will be rounded up to the nearest whole pence.

c) Where you buy more than one service from us and each is subject to the price increase, the amount of the increase is calculated on each service separately. If you receive a discount on your price the increase will be applied to this amount.

d) Where free periods are applied, the increase will be on the standard price due at expiry of the free periods.

e) For customers who have any active discounts, the discounts will be applied to the new rate (CPI +2.9%) from the month of April.

f) If your contract start date is between 1 January and 31 March inclusive, you will not be subject to this increase on 1 April in the first year of your Contracted Agreement, but you will in all subsequent years of your Agreement.

*The Percentage rate published by the Office for National Statistics for January of that year

8. Cancellation and Suspension

8.1 As a consumer, you have a legal right to cancel your Contract during the period of 14 calendar days from the day after the date of your Confirmation ("Cooling off

Period"). This means that during this period if you change your mind or for any other reason you decide you do not want to order the Services (or to cancel your order), you can notify us of your decision to cancel the Contract and receive a refund.

8.2 To cancel the Contract, you can call us on 01483 904123 or by using the contact us form available at <https://www.boxbroadband.co.uk/contact-us/>, or write to us at 35 High St, Cranleigh, GU6 8AS. If you decide to cancel the Contract within the Cooling off Period, you will receive a full refund of any charges you have already paid for the Services (less any charges in respect of Services which you have used and the installation fee set out in your Confirmation) and we will process the refund due to you as soon as possible and, in any case, within 14 calendar days from your notice of cancellation. We will refund you using the same payment method that you used for the original payment.

8.3 After the Cooling off Period has expired, you may cancel the Contract at any time on 30 calendar days' notice.

8.4 If you choose to cancel the Contract:

a) after the Cooling off Period but before the expiry of your Minimum Period you will need to pay us the appropriate Cancellation Fee.

b) when you are in contract with Box Broadband and you are moving to a new address where we do not provide service, you will only be subject to 50% of the cancellation fee if you provide proof of your new address in the form any of the following:

- A solicitor's letter confirming contracts have been exchanged on a new home

Or

- A copy of one of the following documents showing your new address; current Council Tax bill, driving licence, utility bill (showing usage), or doctor's registration letter.

Or

- A formal lease agreement, provided through an approved letting agency, confirming when your lease is starting and showing that you will be living at the address (page showing details of new address and last page signed by landlord and tenant)

Failure to provide any of the above confirmation will result in you needing to pay us the full Cancellation Fee.

8.5 You will not be charged a Cancellation Fee, where you are cancelling the Contract under clauses 7.6 (changes to the Services or Charges) or 7.7 (our breach).

8.6 You will not be charged a cancellation fee If we have notified you that:

- a) we intend to change the Services we provide to you or this Contract which is materially detrimental to you; or
- b) we intend to materially increase the price of the Services.
- c) If you are moving to a Refuge – you will need to send us written confirmation from the refuge that you are currently residing there - Failure to provide confirmation will result in you needing to pay us a Cancellation Fee.

8.7 Where we have breached these Terms & Conditions in a significant way, you are free to cancel the Contract between us at any time. We would like the chance to put things right first and so we'd ask you to give us reasonable time to do so before you cancel your Contract. For example, if the speed of the Broadband Services is significantly lower than the minimum speed set out in your Confirmation, you must let us know so that we could send a technician to your premises to test and fix the Services if we think that is necessary.

8.8 We may cancel the Contract or suspend the provision of Services to you immediately on notice to you if:

- (a) a week has passed where you have failed to pay any Charges due to us after we have sent you a reminder to pay;
- (b) you have continuously failed to pay the Charges for more than two months in a row in spite of reminders from us;
- (c) you breach the Contract in a significant way and do not put things right in a reasonable time;
- (d) you breach the Contract in a significant way that cannot be put right;
- (e) you become bankrupt, enter into any arrangement with your creditors, or if any legal action is taken or threatened against your property;
- (f) we have reason to believe that you have provided us with false, inaccurate or misleading information or are using our Services fraudulently, or are using the Services in an unauthorised manner and do not put things right in a reasonable time;
- (g) we have reason to believe that your equipment has become compromised by a computer virus or other malicious code that may threaten our network;
- (h) you exceed your usage allowance or do not comply with our Usage Policy, and continue to do so after we have told you not to;
- (i) you use the Services or the Equipment for any commercial or business purposes;
or

- (j) you threaten, verbally abuse, or endanger our employees or contractors.
- (k) you persist in making an unreasonable amount of calls or emails considerably in excess of normal communication needs;
- (l) if you are deemed by us to be unduly harassing any of our employees, contractors, or customers, physically, verbally or otherwise.

8.9 Where we cancel the Contract due to your fault under clause 8.8, we will be entitled to charge you a Cancellation Fee in addition to any other charges you are liable to pay under this Contract up to the date of cancellation. However, we will take off any costs we save, including the cost of no longer providing you with the Services and Equipment.

8.10 We may also cancel the Contract or suspend the provision of Services or part of them to you immediately on notice to you if:

- (a) any permission under which we are entitled to connect, maintain, modify or replace the Equipment required to provide the Services to you is ended for any reason;
- (b) we are required to do so by law or regulation or to comply with an order, instruction or request of government, an emergency services organisation or other competent administration or regulatory authority; or
- (c) we can no longer provide the relevant Service for any reason.

8.11 We may temporarily suspend the Services or part of them immediately on notice to you if we need to:

- (a) carry out maintenance, technical repair, upgrades or emergency work; and
- (b) take any measures to protect or to ensure the security of our network.

8.12 If we suspend the Services or part of them under this Contract, we will give you as much notice as possible, minimise the impact of the suspension on your use of the Services and Equipment and restore the Services to you as soon as we can.

8.13 During any temporary suspension, you may still have to pay the Charges that you owe us.

8.14 If we discover that you have used Services or Equipment from us without our permission at any time, we will also be entitled to charge you for any subscription or usage charges relating to those Services or Equipment.

8.15 On cancellation of the Contract or the Services you must promptly return to us or make available for removal any Equipment by us that we ask you to. We will send you a pre-paid envelope or courier for this purpose and will let you know the details

of return or collection. If you do not comply with this clause and return the Equipment to us or make it available for removal by us, you must pay our direct charges for replacement and recovery of the Equipment which will be no more than the amount stated in your Confirmation.

8.16 This clause continues to apply after the Contract has ended.

8.17 We will not disconnect and reconnect the same customer, at the same property within a 60 day period.

9. Equipment

9.1 You are responsible for ensuring that any equipment which you use to connect to our Services and Equipment:

- (a) meets the minimum specifications (if any) detailed on our Website;
- (b) is in good working order;
- (c) conforms at all times with all applicable regulations and laws;
- (d) is compatible with the Services and the Equipment; and
- (e) will not harm our network or anyone else's equipment. You will disconnect your equipment immediately if we ask you to if we reasonably think that is harmful to our network or someone else's equipment.

9.2 You are responsible for taking appropriate measures to keep your equipment and data secure when it is connected to our network. You agree to provide us with information about your equipment that we reasonably request.

9.3 Where we provide Equipment to you in relation to the Services, you agree to:

- (a) take all reasonable care to prevent the loss, theft and damage of our Equipment;
- (b) not to interfere with our Equipment unless we ask you to; and
- (c) keep our Equipment at all times under your control and possession and not to remove our Equipment from your premises.

9.4 You agree to tell us as soon as reasonably possible about any loss or damage to any part of our Equipment. You agree that you are responsible for any loss of or damage to the Equipment caused by your breach of this Contract. We will charge you for any loss of or damage to our Equipment caused by your breach of this Contract.

9.5 Where we provide Equipment to you that does not have a manufacturer's guarantee, we promise that on delivery and for a period of 12 months from delivery, the Equipment will be free from significant defects, save for:

- (a) any fair wear and tear;
- (b) any deliberate damage, abnormal storage or working conditions, accident, failure to use skill and care by you or by any third party, unless the third party is our subcontractor;
- (c) if you fail to operate or use the Equipment in accordance with its user instructions; or
- (d) any alteration or repair by you or by a third party not authorised by us, unless the third party is our sub-contractor.

10. Additional terms which apply to the TV Service

10.1 The TV Service provides access to Freeview TV and radio channels, catch-up TV Services from Freeview Play as well as on-demand music and TV content. The content that is made available as part of the TV Service may change from time to time, and may have viewing restrictions such as only being available in certain parts of the UK or not being available on the TV App. The content that is available, and the times that the content is made available is controlled by a third party and we do not have control over this. We can't guarantee the accuracy or completeness of the electronic programme guide or programme information. If the content on the TV Service changes, we will do our best to replace the content with content which is similar.

Please refer to clause 12.1 for your rights to cancel the Contract and the change to the TV Services is to your material detriment.

10.2 You must have, and maintain throughout the Contract Length the following requirements to be able to use and access the TV Service:

- (a) an eligible Broadband Service with us;
- (b) a compatible television with a HDMI cable;
- (c) a permanent internet connection to the TV Box to be able to watch on-demand, catch-up content and applications;
- (d) a permanent connection to an antenna that is capable of receiving digital television signals to receive Freeview channels;
- (e) if you want to record content available on the TV Service via the TV Box, you will need a USB stick with a minimum of 32GB of storage space; and
- (f) if you want to use the Alexa voice-control, an Amazon account and compatible Amazon Alexa devices.

10.3 We will provide you with one TV Box (which is referred to as Equipment in this Contract) to access the TV Service. If the TV Box is faulty or damaged, please contact us straight away and we will either repair or replace the Equipment. If we discover that the fault was caused due to you failing to look after the TV Box as required under clause 8.3 we may charge you for the cost of the TV Box and associated cables.

10.4 When using the TV Service, you must not do, or authorise others to do any of the following:

(a) make unauthorised or unlawful recordings of any content or copy (except as permitted by applicable law, for example, you may be entitled to make recordings of broadcasts of programmes on your TV Box for the purpose of watching those broadcasts at a more convenient time for you), publish, rent, reproduce, transmit, frame, reverse engineer, decrypt, decompile, disassemble, alter or commercially exploit the relevant software or any content you watch, stream or (if applicable) download from the TV Service;

(b) reproduce any recording made using your TV Box or made from the TV Service;

(c) re-distribute, re-broadcast or otherwise transfer any content made available on the TV Service to any other person in any way;

(d) use the TV Service other than for your own personal, domestic use, including showing any part of the TV Service in public to an audience, even if no charge is made; and

(e) attempt to breach any security or content protection rules relating to either the TV Service, or compromise the security of any device used for viewing the TV Service or the content itself.

10.5 To use the TV App your device will need to maintain a working internet connection of sufficient speed to access the content. Every time you download the TV App you will be required to agree an end user licence agreement before you can watch any content or access any features. You can only watch/view content on the TV App when you are in the UK.

10.6 Some content on the TV Service may not be suitable for viewing or use by persons of all ages. It's your responsibility to ensure that the content viewed or used is suitable for those viewing or using it (including children). We are not responsible for this. We provide access to parental control, and it is your responsibility to set these if you wish to use them.

11. Liability

11.1 If we fail to comply with the Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Contract or our failure to use skill and care, except for those losses excluded in clauses 11.3 and 15 of these Terms & Conditions. You may ask us for compensation for this loss or damage.

11.2 Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

11.3 Apart from liability we accept on an unlimited basis in clause 10.4, we have no liability to you for:

(a) any business or commercial loss, including loss of profit, loss of business, business interruption or loss of business opportunity;

(b) any delay or failure that is due to circumstances or situations beyond our reasonable control (for example, extreme weather, terrorist activities, strikes or other industrial action, fire and anything done by government or other public authority);

(c) any loss or damage you suffer as a result of:

(d) your (or any member of your household's) breach of this Contract or misuse of our Equipment or the Services;

i) use of equipment that we have not provided to you;

ii) loss or damage that we couldn't reasonably be expected to foresee or couldn't have been expected to consider when we agreed to this Contract with you;

iii) information, content and data that you access, transmit or receive using our Services, including if it is not accurate or is illegal;

iv) the failure of any safety, security or other alarm systems that are not compatible with the Services or which is not due to our fault or failure to use skill and care (for example a power outage);

v) malware on any of your devices that you use to access the Services;

vi) any loss, corruption or damage to or release of data or information which is not due to our fault or failure to use skill and care; and

vii) the fault or failure to take reasonable care by a third party that you also have a contract with, even if we introduced you to them or if you purchased something from them via the Services.

11.4 We accept responsibility for anything that we cannot exclude or limit by law. In particular, we do not in any way exclude or limit our liability for death or personal injury caused by our failure to use skill and care, fraud or fraudulent misrepresentation.

11.5 Apart from liability we accept on an unlimited basis in clause 10.4, we will not pay you more than the following amounts in compensation under this Contract:

(a) £100,000 in any 12 month period for loss of or physical damage to your property caused our failure to use skill and care or the failure to use skill and care of someone acting on our behalf; and

(b) £5,000 per incident or series of connected incidents for any other loss or damage.

12. Changes

12.1 If we make any changes to our Services, the Equipment or the Contract which is likely to cause you a material detriment:

- (a) we will give you at least 30 calendar days' notice of the change by email; and
- (b) you will be entitled to cancel the Services and the Contract by giving us thirty days' notice but you will need to tell us that you want to cancel within 30 days of the date of the notice that we send you. Please refer to the "Cancellation and Suspension" section above.

12.2 We may revise the Contract from time to time:

- (a) for compliance with any law, regulation, regulatory requirement, licence, guidance or code of practice;
- (b) to reflect changes in technology, our prices, our business, the Services or the Equipment including any changes to our suppliers; or
- (c) to make the Contract clearer or easier for you to understand.

Please refer to clause 11.1 for your rights to cancel the Contract and the Services if the change is to your material detriment.

12.3 To protect our network and maintain quality of service for all our users we can temporarily or permanently control or restrict your online activities:

- (a) where such activities may have a detrimental effect on other customers' quality of service and it is reasonable for us to do so (e.g. sending "spam" messages or hosting a Website). Please refer to clause 11.1 for your rights to cancel the Contract and the Services if the change is to your material detriment; and
- (b) if you do not comply with the Usage Policy and it is reasonable for us to do so.

12.4 We reserve the right to monitor and control data volume and/or types of traffic transmitted via the Services and the Equipment. In the event that you exceed any usage allowance applicable to your Service or your use does not comply with our Usage Policy, we reserve the right (at our sole option) to reduce your Services. However, before we do so, we will give you reasonable notice, ask you to remedy the non-compliance and tell you how long we will reduce your Services for and our reason for the reduction. Please refer to clause 12.1 for your rights to cancel the Contract and the Services if the change is to your material detriment.

12.5 During any time of reduction under clause 12.4, you will remain responsible for the payment of your original level of subscription charge. We also reserve the right (at our sole option) to re-grade your Internet access to a different speed and/or usage allowance at the appropriate charge. If we make such changes, we will notify you as

soon as possible. Please refer to clause 12.1 for your rights to cancel the Contract and the Services if the regrade is to your material detriment.

12.6 We may at any time change, replace or withdraw the Services or the Equipment available. For example, we can vary the maximum speeds of your chosen Broadband Service package and can vary the channels and content which is available on the TV Service. Please refer to clause 11.1 for your rights to cancel the Contract and the Services if the change is to your material detriment.

12.7 If we withdraw a package of Services entirely, we will move you to the closest equivalent package unless you notify us of a particular package choice within one calendar month of receiving the notification.

13. Ownership

13.1 Where we provide Equipment for use with our Services, this Equipment remains ours at all times but you will be responsible for keeping the Equipment safe while it is in your premises.

13.2 If we sell equipment to you, you will own the equipment from the date which is the earlier of (i) when you have paid us the full amount for the equipment; and (ii) when the equipment is delivered to you or installed at your premises.

13.3 Any Internet address or phone number allocated by us to you will at all times belong to us and you may not sell or agree to transfer the number to any person. You will have a non-transferable right to use such Internet address or phone number whilst you receive Services from us. In the event the Contract is cancelled or expires, for whatever reason, your right to use the Internet address will automatically terminate and you will not be able to use the Internet address from that time.

14. Intellectual Property Rights

14.1 The Broadband Services that we provide to you are limited to the provision of access to broadband Internet via our Equipment, namely a Broadband router. By itself, this does not allow storage or copying of copyright material.

14.2 We would, however, remind you that if you use our Broadband Services or Equipment in order to access any TV or radio programmes or other content which is covered by third party copyright, then you need to carefully consider whether or not you are permitted to copy or record such content as this could be in breach of copyright, for example you may be entitled to make recordings of broadcasts of programmes on your TV Box for the purpose of watching those broadcasts at a more convenient time for you.

14.3 Ownership of all intellectual property rights in the Equipment and any and all software or hardware systems required to use and operate, or which form part of, any of the Services are the exclusive property of us or our licensors.

14.4 Your right to use the Equipment and any such software and hardware systems are subject always to the Contract and any 'end-user-licence' agreement (if you are asked to agree one). You agree not to use the Equipment and any software and hardware systems for any purpose other than using and accessing the Services. Except as expressly permitted by copyright law, you have no right to copy, adapt, reverse engineer, decompile, disassemble, modify or adapt the Equipment or any such software and hardware systems in whole or in part.

14.5 We may need to update or replace software relevant to the Services or Equipment from time to time and you will permit us to do so.

15. Third Party Services

If you choose to purchase additional, paid-for services that are available to you via our own Services from a third party, we will have no liability to you for the quality or performance of that third party service.

16. Your Privacy

Protecting your privacy is paramount to us. Please read our <https://www.boxbroadband.co.uk/privacy-policy/> and below carefully to understand our views and practices regarding your personal data and how we will treat it. By using the Website, the Services and the Equipment you confirm that you understand we will process your personal data in accordance with this Privacy Policy.

Voice Application

16.1 Introduction

This Privacy Policy outlines the types of personal data we collect, how we use it, and the measures we take to safeguard your information. Box Broadband acts as the data controller, determining the purposes and means of processing personal data, while Yay serves as our data processor, processing data and providing the service on our behalf.

16.2 Data Collection and Use

a. Phone Numbers

Collection: With your explicit consent, our app displays phone numbers from your contact list.

Purpose: The reason for displaying phone numbers is to inform you who is calling.

Sharing: If you accept the in-app disclosure message, phone numbers are shared only with our API, managed by Yay, to establish a call. Your name and address might be shared with the emergency services databases.

b. Email Addresses

Collection: Our app, upon receiving your permission via settings and configurations, collects email addresses from your contact list.

Purpose: Email addresses are used to enhance user experience by displaying associated Gravatar avatar images.

Sharing: Instead of sharing the actual email address, we use an MD5 hash of the email, a cryptographic representation, to ensure your email's privacy. This hashed version is shared with Gravatar to retrieve the avatar images.

16.3 User Consent

Your privacy is paramount. We only access phone numbers and email addresses if you explicitly grant permission:

For phone numbers: You will receive an in-app disclosure message, which you can accept or decline.

For email addresses: Access is granted via the app's settings and configurations.

16.4 Data Security

We are committed to ensuring the security of your data. We implement robust technical and organizational measures to protect your personal data from unauthorized access, alteration, or disclosure. Yay, as our data processor, also adheres to stringent security protocols to ensure data integrity and protection.

17. Support

1671 We will give you access to our Service Desk via telephone or our online form. Our contact number is 01483 904123 and using the contact us form available at - <https://www.boxbroadband.co.uk/contact-us/>. Our Service Desk provides assistance with registration and access problems that may arise as a result of network issues relating to the Services or any issues with the Equipment. Any calls to the Service Desk may be recorded or monitored for training and other purposes.

17.2 The Service Desk Support does not include support of hardware or software installed on your PC or of other hardware that you own. These types of issues will not be logged with the Service Desk and you are responsible for obtaining any support you need at your own cost.

18. Installation and Maintenance

18.1 Where we need to install the Equipment needed to provide the Services:

(a) we will agree a date with you to do so; and

(b) you agree to provide reasonable access to us on that date for the installation.

We will explain the type of installation you need and any Charges before you complete your order and the details will be set out in your Confirmation.

18.2 We will try to meet the time and day which we agree with you for installation however if we need to change the time and/or date we will notify you of the changes as soon as possible (and within at least 48 hours). If you need to change or cancel the appointment for installation you will also let us know as soon as possible (and within at least 48 hours). If you cancel within 48 hours of the appointment, you will be charged an Appointment cancellation charge.

18.3 Our installation services include installing up to three pieces of Equipment (as set out in your Confirmation) within a reasonable distance from where the fibre enters your premises. We will try our best to locate the Equipment where you request, however this may not always be possible. If you need the Equipment to be located further from where we think is reasonable, you may have to pay the additional costs of the materials and the engineers times to do this. We will tell you what these additional costs are before we proceed with the installation. If it is not possible to proceed with the installation either for technical reasons or because you do not want to pay any additional costs of installation, the Contract will be cancelled.

18.4 You may need to be present during the installation and any repair or maintenance visits. If this is not possible, then you need to ensure that someone aged 18 or over, is at your address to allow us access. Otherwise, we will not be able to complete the installation or carry out any repairs or maintenance. We will take instructions from anyone at your premises who we have good reason to think has your permission to give instructions to us.

18.5 You authorise us to install and keep installed our Equipment at your premises and you agree that we and our employees, agents or contractors may enter your premises so that we can:

(a) carry out any work that is necessary for us to connect, maintain, alter, replace or remove any equipment necessary for us to supply the Services; and

(b) inspect any equipment (such as your TV or computer) including our Equipment which you may keep there. You will ensure you have any permission we need to carry out any of these activities at your premises.

18.6 We agree to cause as little disturbance as we are reasonably able to when carrying out any work at your premises. We agree to repair, to your reasonable satisfaction, any damage that we, our agents or contractors may cause at your premises.

18.7 You agree not to do anything, or allow anything to be done, at your premises that may cause damage to or interfere with the Equipment or prevent use or easy

access to it including replacing the Equipment with your equipment not provided by us.

18.8 You confirm that you are:

(a) the current occupier of the premises; and

(b) either the freeholder of the premises or a tenant.

18.9 If you are a tenant with less than 12 months' lease, please ensure that you will be able to meet the Minimum Period of the Contract

18.10 We may modify the Services and Equipment, or part of them, to the extent necessary for us to carry out maintenance, technical repair, enhancement or emergency work. We may need to suspend the Services or part of them to carry out this work and if we do we will give you as much notice as possible, minimise the impact of the suspension on your use of the Services and Equipment and restore the Services to you as soon as we can. You will be responsible for payment of the Charges during the suspension in accordance with clause 8.14.

18.11 You agree that you will tell us about any fault in the Services or Equipment by phoning or emailing us or by reporting through our Website. We will aim to respond as promptly as possible. In many circumstances, it is possible to correct a fault over the phone. If this is not possible, we will send a technician to investigate and correct the fault if necessary. You will give us a reasonable opportunity to correct a fault and provide us with your cooperation and assistance to help us to do so.

18.12 If we identify that a fault is due to equipment other than our Equipment being used with the Service or damage to the Equipment other than fair wear and tear, then we may charge you for our costs in repairing the fault including the cost of replacement Equipment and the technicians time which is charged at £50 per hour or part thereof.

19. Complaints and Disputes

19.1 At Box Broadband we aim to provide you with the best level of service possible. If you feel we have fallen short of this aim, please let us know. We'll work with you to put things right and we will always try to use your feedback to improve things where we can.

19.2 If you are unhappy with our service then please let us know by giving us a call on 01483 904123 or by using the contact us form available at - <https://www.boxbroadband.co.uk/contact-us/>. If you prefer to write then please send us a letter at Box Broadband Customer Services, 35 High Street, Cranleigh, GU6 8AS

19.3 Our preference is for you to call us as we will try to resolve your complaint during the initial call. If this is not possible, we will agree a course of action with you

and provide you, where possible, with clear timeframes and next steps for the resolution of your complaint.

19.4 If you are not satisfied with the way your complaint has been dealt with or the proposed next steps then you can ask to escalate the issue to a manager.

19.5 If we have failed to reach an agreed resolution within eight weeks of receiving your complaint then you have the option of referring your complaint for independent consideration to The Ombudsman Service with the following contact details:

Post: Ombudsman Services, Communications, P.O. Box 730, Warrington, WA4 6WU
Phone: 0330 440 1614

Email: enquiry@ombudsman-services.org

Web: <https://www.ombudsman-services.org/>

20. General

20.1 The Contract is between you and us. You may not transfer your rights or obligations under the Contract to anyone else, and no other company, firm or person is entitled to benefit under the contract except where we transfer our rights or obligations.

20.2 We can transfer our rights or obligations under the Contract between us to any company, firm or person provided this does not affect your rights under the Contract in a negative way.

20.3 Each clause of the Contract operates separately. If any part cannot be enforced, the remaining clauses will still apply.

20.4 If we fail to insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing.

20.5 Only you and us can take action under this Contract. No other person will have any rights to enforce it.

20.6 The Contract is governed by and subject to the laws of England and Wales. Any disputes that you and we have can only be decided by the English and Welsh courts.

21. Usage Policy

21.1 This Usage Policy sets out the terms between you and us under which you may use the Services and the Equipment.

21.2 You will not use the Services or the Equipment in a manner which:

(a) involves any criminal or unlawful activity, including child pornography, fraud, drug dealing, gambling, harassment, stalking, sending or creation of viruses or other harmful files;

(b) advertises any products or services or involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";

(c) involves communicating or promotes false information or information you believe to be false;

(d) involves or promotes communications or conduct which is a nuisance, defamatory, offensive, abusive, obscene, menacing, threatening or otherwise made for the purpose of causing annoyance, inconvenience or anxiety to another;

(e) promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;

(f) harasses or advocates harassment of another person or exploits people in a sexual or violent manner;

(g) promotes illegal activities or conduct that is libellous;

(h) involves or promotes copyright infringement, patent infringement, or theft of trade secrets including providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

(i) furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons or violating someone's privacy;

(j) solicits passwords or personal identifying information for commercial or unlawful purposes from other users;

(k) interferes with, disrupts or creates an undue burden on the Services or the networks or services connected to the Services or the Equipment, or which creates a security threat or vulnerability in respect of the Services or the networks or services connected to the Services or the Equipment;

(l) attempts to impersonate another user or person;

(m) uses the account, username, or password of another person at any time or disclosing your password to any third party or permitting any third party to access your account;

(n) is in breach of any law or the rights of any other party;

(o) involves distributing, uploading or downloading content which contains nudity, violence, or offensive subject matter or contains a link to an adult Website or includes a photograph of another person that you have uploaded without that person's consent; or

(p) uses automated means to make calls, texts or send data (including via a GSM Gateway).

21.3 You will not use our Services with devices or equipment, or connect any devices or equipment to our Equipment, which you have reason to believe has become compromised by a computer virus, malware or other malicious code that may harm or threaten our network, affect the service we provide to other customers or adversely affect the status of the internet protocol (IP) address that we have assigned to you.

21.4 If you do not comply with the Usage Policy or let anyone else misuse the Services or the Equipment we may have to charge you for any loss or damage that we suffer as a result.

21.5 For your Phone Service you may make a call of up to four hours, after which you will have to redial the same number to continue the call.

Promotional Terms & Conditions

Residential offers

Promotion 12 month contracts

The Offers:

150 Mbps Fibre Broadband for 12 months: £27/month, £29/month after the initial contract term of 12 months. £14.95 Set up fee applies.

500 Mbps Fibre Broadband for 12 months: £29/month. £31/month after the initial contract term of 12 months. £14.95 fee applies.

1 Gbps Fibre Broadband for 12 months: £32/month. £34/month after the initial contract term of 12 months. £14.95 fee applies.

This promotion is open to new Box Broadband customers only, where the named account holder is a resident of the United Kingdom aged 18 or over, excluding employees of Box Broadband Limited, its agents and anyone professionally associated with this promotion. Entry into a 12-month broadband contract with Box Broadband is necessary. Internet access, a valid email address and telephone number are required. The offers are not transferable or exchangeable and cannot be redeemed for any other form of compensation. If for any reason any element of an

offer is not available, Box Broadband Limited reserves the right, at its sole discretion to substitute another offer for it, of equal or greater value. Promotion Period: Offer available from 09:00 BST on 13th December. The offer is available online at boxbroadband.co.uk, via telephone on 01483 904123 and via Box Broadband Limited sales representatives.

From 1st April every year we will increase the price of our services by up to the Government published Consumer Price Index (CPI) from January of the same year plus 2.9%. If your contract start date is between 1 January 2024 and 1 April 2024, you will not be subject to this increase in the first year of your Contracted Agreement, but you will in all subsequent years of your Agreement. For example, the CPI in Jan 2023 was 10.1%, so a monthly broadband price of £25 went up to £28.25 in April 2023.

Promotion 24 month contracts

The Offers:

150 Mbps Fibre Broadband for 24 months: £20/month, £22/month after the initial contract term of 24 months. £14.95 Set up fee applies.

500 Mbps Fibre Broadband for 24 months: £22/month, £27/month after the initial contract term of 24 months. £14.95 Set up fee applies. 1 Gbps Fibre Broadband for 24 months: £25/month. £27/month after the initial contract term of 24 months. £14.95 Set up fee applies.

This promotion is open to new Box Broadband customers, where the named account holder is a resident of the United Kingdom aged 18 or over, excluding employees of Box Broadband Limited, its agents and anyone professionally associated with this promotion. Entry into a 24-month broadband contract with Box Broadband is necessary. Internet access, a valid email address and telephone number are required. The offers are not transferable or exchangeable and cannot be redeemed for any other form of compensation. If for any reason any element of an offer is not available, Box Broadband Limited reserves the right, at its sole discretion to substitute another offer for it, of equal or greater value. Promotion Period: Offer available from 09:00 BST on 13th December 2023. The offer is available online at BoxBroadband.co.uk, via telephone on 01483 904123 and via Box Broadband Limited sales representatives.

From 1st April every year we will increase the price of our services by up to the Government published Consumer Price Index (CPI) from January of the same year plus 2.9%. If your contract start date is between 1 January 2024 and 1 April 2024, you will not be subject to this increase in the first year of your Contracted Agreement, but you will in all subsequent years of your Agreement. For example, the CPI in Jan 2023 was 10.1%, so a monthly broadband price of £25 went up to £28.25 in April 2023.

Bundle 24 months

The Offers:

150 Mbps Fibre Broadband & Calls for 24 months: £25/month, £27/month after the initial contract term of 24 months. £14.95 Set up fee applies.

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From 1st April every year we will increase the price of our services by up to the Government published Consumer Price Index (CPI) from January of the same year plus 2.9%. If your contract start date is between 1 January 2024 and 1 April 2024, you will not be subject to this increase on 1 April in the first year of your Contracted Agreement, but you will in all subsequent years of your Agreement. For example, the CPI in Jan 2023 was 10.1%, so a monthly broadband price of £25 went up to £28.25 in April 2023.

Affiliates - Voucher fulfilment by Box Broadband

This promotion is open to new Box Broadband customers, where the named account holder is a resident of the United Kingdom aged 18 or over, excluding employees of Box Broadband Limited, its agents and anyone professionally associated with this promotion. Entry into a 12-month or 24-month broadband contract with Box Broadband is necessary. Internet access, a valid email address and telephone number are required. The offers are not transferable or exchangeable and cannot be redeemed for any other form of compensation. If for any reason any element of an offer is not available, Box Broadband Limited reserves the right, at its sole discretion to substitute another offer for it, of equal or greater value. Promotion Period: Offer available from 09:00 BST on 13th December 2023. The offer is available through our affiliate channels only.

If eligible, you will receive your Amazon voucher within 90 days after your connection has been installed and activated. Transactions completed over the phone or via Box Broadband Limited sales representatives do not qualify for the Amazon voucher reward. Cancelling your contract within the 60 days post purchase period will deem the promotion invalid and you will not receive the Amazon Voucher. Box Broadband has the ability to re-send a voucher email up to 365 days after the point of sending in the event the email was lost or deleted by the customer's email

provider. After the 365 day point, we're unable to re-send a voucher and if not redeemed, the voucher may be lost. If the voucher is found to be redeemed and a re-send is requested, the re-send will not take place. please get in contact with us to request this.

We may, at our discretion, on or after 1st April every year from April 2024 increase the monthly price of the following, but not limited to, broadband, , call plans, call charges and Box Broadband TV by Consumer Price Index (CPI) and add an extra 2.9%. If the contract start date is between 1 January 2024 and 1 April 2024, the customer will not be subject to this increase in the first year of the Contracted Agreement, but they will in all subsequent years of the Agreement. For example, if the CPI in Jan 2024 was 10.1%, a monthly broadband price of £25 would go up to £28.25 in April 2024.

Affiliates - non-fulfilment (Dtech)

This promotion is open to new Box Broadband customers, where the named account holder is a resident of the United Kingdom aged 18 or over, excluding employees of Box Broadband Limited, its agents and anyone professionally associated with this promotion. Entry into a 12-month or 24-month broadband contract with Box Broadband is necessary. Internet access, a valid email address and telephone number are required. The offers are not transferable or exchangeable and cannot be redeemed for any other form of compensation. If for any reason any element of an offer is not available, Box Broadband Limited reserves the right, at its sole discretion to substitute another offer for it, of equal or greater value. Promotion Period: Offer available from 09:00 BST on 13th December 2023. The offer is available through our affiliate channels only.

The Amazon voucher is not fulfilled by Box Broadband, if you have any questions regarding the Amazon voucher, contact customer.service@broadbandchoices.co.uk.

From 1st April every year we will increase the price of our services by up to the Government published Consumer Price Index (CPI) from January of the same year plus 2.9%. If your contract start date is between 1 January 2024 and 1 April 2024, you will not be subject to this increase in the first year of your Contracted Agreement, but you will in all subsequent years of your Agreement. For example, the CPI in Jan 2023 was 10.1%, so a monthly broadband price of £25 went up to £28.25 in April 2023.

TV Box

The TV box remains the property of Box Broadband and must be returned if either the Customer or Box Broadband terminate the Broadband services.

The charge for any unreturned TV box is £100 and this will be billed to the customer if the TV box is not received within 30 days after the customer ceases their service

with Box Broadband - Box Broadband will post a returns bag to the customer or arrange a courier to collect the TV box and any other equipment.

Promotional Codes

If you have been supplied a promotional code, this will be valid for the promotion included in the correspondence within the dates outlined. Any promotional code must be applied at the checkout stage at boxbroadband.co.uk and cannot be applied retrospectively. Promotional codes are only eligible for orders placed on boxbroadband.co.uk and not through partner websites.

Prices fixed

If your Agreement start date is between 1st January and 1st April, your prices will be fixed for that year, and you will not be subject to any CPI +2.9% increases in that year, but you will in all subsequent years of your Agreement. All customers are subject to the prevalent out of contract rate (at the that time as per the website)

Direct Debit Guarantee

Your payments are protected by the Direct Debit Guarantee

- This guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits
- If there are any changes to the amount, date or frequency of your Direct Debit GoCardless Ltd regarding Box Broadband will notify you 3 working days in advance of your account being debited or as otherwise agreed. If you request GoCardless Ltd regarding Box Broadband to collect a payment, confirmation of the amount and date will be given at the time of your request.
- If an error is made in the payment of your Direct Debit by Direct Debit GoCardless Ltd regarding Box Broadband or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when GoCardless Ltd regarding Box Broadband asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

