



# Broadband Services



# Terms & Conditions

 Scottish Broadband Telecom  
1 Kingswell Place  
Perth · PH1 2DD  
Scotland

 01738 211211

 01738 211212

 [contact@scotbbtel.co.uk](mailto:contact@scotbbtel.co.uk)

 [www.scotbbtel.co.uk](http://www.scotbbtel.co.uk)

## GENERIC TERMS AND CONDITIONS

### 1 · Introduction and definitions

- 1.1 These terms and conditions ("Conditions") shall govern the agreement between Scottish Broadband Telecom ("us" or "we") and the individual or organisation applying for the provision of the Goods or Services ("you").
- 1.2 Our registered office and correspondence address is:  
1 Kingswell Place  
Perth  
PH1 2DD  
Scotland
- 1.3 You can contact us by email on [contact@scotbbtel.co.uk](mailto:contact@scotbbtel.co.uk), telephone 01738 211211, fax 01738 211212.
- 1.4 We explain in the headings what each clause covers. These headings are for guidance only and are not intended to be legally binding.
- 1.5 These Conditions take precedence if inconsistent with the material on our Website.
- 1.6 The following have particular meanings in these Conditions:
  - 1.6.1 "Acceptable Use Policy" means our guidelines for acceptable use made available at <http://www.scotbbtel.co.uk/aup.pdf> which may be amended from time to time;
  - 1.6.2 "Data" includes information, documents, text, software, music, sound, photography, messages, and other material of any kind in any form;
  - 1.6.3 "Goods" means the goods described on the Website and which we agree to sell to you;
  - 1.6.4 "Internet" means the global data network comprising interconnected networks to which we are connected and provide access to you via the Services;
  - 1.6.5 "Personal Data" means Data about any identified or identifiable living person;
  - 1.6.6 "Registry" means either Nominet UK Limited, CentralNIC Limited or Tucows Inc, or any other domain names registry that we choose to use from time to time;
  - 1.6.7 "Regulations" means the Consumer Protection (Distance Selling) Regulations 2000;
  - 1.6.8 "Services" means the services described on the Website and which we agree to provide to you;
  - 1.6.9 "Website" means our web presence at [www.scotbbtel.co.uk](http://www.scotbbtel.co.uk) and other locations we advertise from time to time.

### 2 · Changes to these Conditions

- 2.1 We reserve the right on giving prior notice on the Website to alter these Conditions at any time (including altering our Acceptable Use Policy and other policies).
- 2.2 Any renewal of the Services will in any event be subject to our then current Conditions.

### 3 · Your right to cancel

- 3.1 This clause 3 applies only if you are a "consumer", which for the purposes of this clause 3 shall mean any natural person who is acting for purposes that are outside his or her business.
- 3.2 This Agreement will not start until We have completed a number of checks including (but not limited to) geographical coverage, credit, telephone line and an activation check. If following Our checks, We are satisfied that We are able to provide the Service(s) the Agreement will commence on the Start Date, although Our obligations will be subject to clause 5. However, Your obligations to Us regarding any Goods will start the day You receive that Goods pursuant to clause 6.

- 3.3 For the purposes of the Regulations:
- 3.3.1 The supplier shall be Scottish Broadband Telecom;
  - 3.3.2 The address of the supplier shall be the correspondence address as set out in clause 1.2 above;
  - 3.3.3 Prices are updated periodically and cannot be guaranteed for any period of time and every effort is made to ensure prices are correct at the point at which the consumer places an order.
  - 3.3.4 Any complaints should be sent in writing to the supplier's correspondence address.
- 3.4 A consumer will, subject to any exceptions or exclusions set out in the Regulations, be entitled to cancel these Conditions by serving a written notice of cancellation on us at any time during the following periods:
- 3.4.1 In the case of Goods, within 7 (seven) working days after the day on which the consumer receives the Goods;
  - 3.4.2 In the case of Services, within 7 (seven) working days after the date you enter into a contract with us.
- 3.5 In the event of cancellation by the consumer, Goods should be returned to the supplier's correspondence address. The consumer will be liable for the costs of returning such Goods or the costs of the supplier in recovering such Goods unless the consumer has a right to reject the Goods under a term of these Conditions or under statutory right (including any right under the Unfair Terms in Consumer Contract Regulations).
- 3.6 The consumer will not be entitled to cancel any contract for the supply of Services once the performance of the Services has begun.
- 3.7 Please note that we begin to perform certain Services, such as registration or renewal of certain domain names and website hosting, within 24 hours after you place your order.

## 4 · Security

- 4.1 You must:
- 4.1.1 keep your username and password secure (and we may change these at any time for good reason);
  - 4.1.2 if requested, use your username and password when giving instructions (and we are authorized to comply with instructions containing your username and password);
  - 4.1.3 take reasonable steps in respect of matters in your control to minimize any risk of security breaches in connection with the Services;
  - 4.1.4 notify us of any unauthorised access to your account which you believe may affect the overall security of our systems; and
  - 4.1.5 comply with our security checks.

## 5 · Services

- 5.1 We will supply the Services with reasonable skill and care.
- 5.2 However, we do not guarantee:
- 5.2.1 that the Services will be uninterrupted, secure or error-free; or
  - 5.2.2 that any Data generated, stored, transmitted or used via or in connection with the Services will be complete, accurate, secure, up to date, received or delivered correctly or at all.
- 5.3 We do not provide a back-up of your Data or guarantee the integrity of your Data, however, we will use our reasonable endeavours to provide copies of Data for disaster recovery purposes.

- 5.4 We may have to suspend the Services for repair, maintenance or improvement. If so, we will restore them as quickly as is reasonably possible.

## 6 · Your obligations

- 6.1 You must comply with our reasonable instructions and requests concerning the Services.
- 6.2 You must provide us with up to date contact details of at least one, possibly two named representatives with whom we are authorised to deal (including email addresses) and promptly notify us of any changes. We rely on this information for various reasons including GDPR compliance, the transmission of renewal notices and other important information concerning the Services.
- 6.3 You must comply with our Acceptable Use Policy and bring it to the attention of your authorised users.
- 6.4 You are responsible for all persons who use your username and password to access the Services, whether authorised or not, unless acting on our behalf.
- 6.5 There is a risk that Data generated, stored, transmitted or used via or in connection with the Services may be irretrievably damaged or lost if there is a fault or on suspension or termination. You must frequently back-up all such Data that you wish to save.

## 7 · Restrictions

- 7.1 You must refrain from transferring any illegal material or engage in unlawful activities via your use of the Services.
- 7.2 You must refrain from sending menacing, offensive, defamatory, obscene, indecent or abusive messages or telephone calls whilst using the Services.
- 7.3 You must not use or permit the usage of the Services in a manner that is inconsistent with any and all applicable laws and regulations.
- 7.4 You must not make available or upload Data via your use of the Services that contain a virus, worm, trojan or other malicious Data or download any disabling or harmful devices.
- 7.5 You must not use the Services to send bulk unsolicited commercial emails or telephone calls.
- 7.6 You warrant that your use of the Services will not infringe any third party intellectual property or other rights.
- 7.7 You must not embark on any course of action, whether by use of your systems, telephone or any other means, which may cause a disproportionate level of activity (for example, causing mail bombs, denial of service attacks or encouraging large numbers of inbound phone calls) without providing us at least seven days prior notice in writing. If you give notice or we otherwise become aware of such disproportionate use we may:
- 7.7.1 move your service to a dedicated service level and charge the appropriate rate for such level; or
  - 7.7.2 terminate some or all of the Services forthwith.

## 8 · Data

- 8.1 We may access, copy, preserve, disclose, remove, suspend or delete any Data:
- 8.1.1 if we are required to do so by applicable law or competent authority; or
  - 8.1.2 if it is otherwise permitted under these Conditions; or
  - 8.1.3 if such Data is prohibited under these Conditions.

## 9 · Personal Data

- 9.1 We will process your Personal Data only in compliance with our GDPR compliant privacy policy, which is available at [our website](#).
- 9.2 You consent to such processing and confirm that you have shown our privacy policy to, and obtained similar consent from, any third party individuals whose Personal Data you have supplied to us and will continue to do so in the future.

## 10 · Risk and Title to Goods

- 10.1 Risk shall pass to you on delivery, but the Goods shall remain our property until such time as full payment has been received.

## 11 · Limitation of liability

- 11.1 Nothing in these Conditions in any way excludes or restricts our liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be restricted. Nor does it affect consumers' statutory rights.
- 11.2 Our liability in contract, tort (including negligence) or otherwise in connection with these Conditions for any one event or a series of events is limited to the price of the Goods, or 100% of the payment we received from you for the Services in the month before the event(s) complained of.
- 11.3 In no event (including our own negligence), and even if we have been advised of the possibility of such losses, will we be liable for any:
- 11.3.1 economic loss (including, without limitation, loss of revenue, profit, contract, business or anticipated savings);
  - 11.3.2 loss of goodwill or reputation;
  - 11.3.3 special, indirect or consequential loss; or
  - 11.3.4 damage to or loss of Data.
- 11.4 We have no liability for goods and services provided by third parties.
- 11.5 To the extent allowed by law, we exclude all conditions, terms, representations and warranties, whether imposed by statute or by law or otherwise, that are not expressly stated in these Conditions including, without limit, the implied warranties of satisfactory quality and fitness for a particular purpose. Consumers' statutory rights are unaffected.

## 12 · Indemnity

- 12.1 You will indemnify us against all claims, damages, liabilities, costs (including reasonable legal fees) directly or indirectly related to your registration of or use of your domain names, the use of the Goods, your use of the Services or breach by you of these Conditions.

## 13 · Payment

- 13.1 You must pay the fees (together with VAT and any applicable taxes) specified on your invoice when you order Goods or order or renew any Services.
- 13.2 Payment for Goods must be made:
- 13.2.1 by MPay, PayPal, BACS, credit card or debit card; and
  - 13.2.2 in advance or, if we agree to credit terms, within 14 days of our invoice.
- 13.3 Payment for the Services must be made:
- 13.3.1 monthly by MPay, BACS, Direct Debit, Standing Order, PayPal, credit card or debit card; and
  - 13.3.2 in advance or, if we agree to credit terms, within 14 days of our invoice.
- 13.4 Payment must be made without deduction or set-off.

- 13.5 All fees are non refundable unless otherwise stated.
- 13.6 All fees remain payable where we suspend or terminate the Services in accordance with these Conditions.
- 13.7 We may impose a credit limit on your account and/or require a deposit as security for paying bills.
- 13.8 For the avoidance of doubt, Services purchased which are subject to advanced payment (as clearly described on the relevant product description on your invoice) and are not cancelled within the initial Cancellation Period are not refundable, and associated monies shall be used by Us to discharge Our administrative expenses arising out of the termination of the Agreement.

## **14 · Duration and termination**

- 14.1 All Services will be subject to an initial minimum contract period of 12 months, and shall continue thereafter on a rolling monthly basis unless and until terminated in accordance with clause 14.2 and 14.3.
- 14.2 Subject to clause 14.1, either party may terminate this agreement (as regards some or all of the Services) at any time for any reason by giving to the other 30 days written notice.
- 14.3 If you request termination of the Services before the initial minimum term of 12 months, all fees for the remaining agreement period remain due.
- 14.4 We may terminate this agreement (as regards some or all of the Services) or suspend some or all of the Services immediately on written notice:
  - 14.4.1 if you breach any the terms and obligations under these Conditions and, if remediable, having received from us a written notice stating the intention to terminate these conditions if not remedied, fail to remedy the breach within 14 days;
  - 14.4.2 if you are subject to a resolution for winding up or a petition for bankruptcy or liquidation or there is a proposal or you enter into any arrangement or composition with your or for your creditors or a receiver or liquidator or trustee in bankruptcy is appointed over you or any of your assets or any similar circumstances; or
  - 14.4.3 if we are required to do so by a competent or regulatory authority.
- 14.5 On termination of this agreement or suspension of Services for any reason:
  - 14.5.1 we may immediately stop supplying, and may terminate access to, the relevant Services. This may involve irretrievable damage to or loss of Data generated, stored, transmitted or used via or in connection with the Services and / or we may destroy any such Data;
  - 14.5.2 all licenses granted by us to you will terminate;
  - 14.5.3 any fees due remain payable and, if already paid, will be non-refundable unless you have cancelled this agreement in accordance with clause 3.1;
  - 14.5.4 your accrued rights and liabilities will be unaffected.
- 14.6 When services are suspended due to a delayed or missing payment, reactivation of the services is subject to:
  - 14.6.1 immediate full payment of the due fees;
  - 14.6.2 a Reconnection Fee of £10.00 charged on the next invoice.

## **15 · Confidentiality**

- 15.1 We both agree not to use for any purpose a part from this agreement or disclose any Confidential Data received from the other party. "Confidential Data" means Data identified as, or which clearly is, confidential.
- 15.2 This clause does not apply to Data which:

- 15.2.1 enters the public domain other than through breach of this clause;
- 15.2.2 is or becomes independently known to the receiving party free from any confidentiality restriction;
- 15.2.3 is required to be disclosed by applicable law or competent authority;
- 15.2.4 is reasonably disclosed to employees, suppliers or others for the proper performance of these Conditions;
- 15.2.5 is reasonably disclosed to professional advisers; or
- 15.2.6 we are otherwise permitted to disclose in accordance with these Conditions.

## 16 · Notices

- 16.1 You should send any notices under these Conditions to the correspondence address, fax or email address given at the top of these Conditions.
- 16.2 We shall send any notices in accordance with the most recent contact information which you have provided to us.
- 16.3 Notices may be sent by hand, recorded delivery, fax or email and shall be deemed to be received:
  - 16.3.1 by hand - when delivered, provided or handed to a responsible person for the party;
  - 16.3.2 recorded delivery - five days after posting;
  - 16.3.3 fax - when the sender receives an error-free transmission report; or
  - 16.3.4 email - on the day sent unless the contrary is proved.

## 17 · General

- 17.1 These Conditions represent the entire agreement of the parties relating to its subject matter. It supersedes all prior agreements and representations (unless fraudulent) and You acknowledge that that no reliance is placed on any representation made but not embodied in these Conditions, save for those made fraudulently.. We are not bound by, nor should you rely on, any oral representations or representations by any agent or employee of any third party you may use to apply for our Services.
- 17.2 If any part of these Conditions is deemed void for any reason, the offending words shall be deemed deleted and the remainder shall continue in full force.
- 17.3 You may not assign these Conditions or subcontract or resell any of the Services without our prior written consent. We may assign these Conditions or subcontract any of the Services.
- 17.4 We shall not be liable for failure to perform or delay in performing any obligation under these Conditions if the failure or delay is caused by any circumstances beyond our reasonable control, including but not limited to failure of any communications, telecommunications or computer system.
- 17.5 No firm, person or company which is not a party to these Conditions shall have any right under the Contract (Rights of Third Parties) Act 1999 to enforce any provision of these Conditions.
- 17.6 The failure to exercise or delay in exercising a right or remedy under these Conditions shall not constitute a waiver of the right or remedy.
- 17.7 Nothing in these Conditions shall be construed as creating a partnership or joint venture of any kind between us.

## 18 · Choice of law

- 18.1 This agreement is governed by Scottish law and is subject to the exclusive jurisdiction of the courts of Scotland.

**BROADBAND SERVICE SPECIFIC TERMS AND CONDITIONS****1 · Who is Scottish Broadband Telecom?**

- 1.1 Scottish Broadband Telecom ('SBT') is a provider of various communication services, registered in Scotland (Company no. 399918 and VAT no: 857150028). Our registered office and principal place of business is at 1 Kingswell Place, Perth, PH1 2DD.

**2 · What is the effect of these terms and conditions?**

- 2.1 These terms and conditions and any applicable SBT Charges (altogether the 'Terms') set out the legal relationship between you and SBT.
- 2.2 These Terms set out the basis on which SBT will provide goods and services to you. 'Services' will include (as applicable) SBT's broadband Internet connection and access, router and associated cables and filter(s) lease services, email account and web hosting services, IP address services, firewall services, maintenance and support services, and such other services as are agreed in your order or as SBT may agree to provide you from time to time.
- 2.3 You agree by signing an order, or upon delivery of the relevant Terms to you, to be bound by these Terms.

**3 · How do I order SBT's services?**

- 3.1 All of SBT's Services are available by ordering in person, by email or by phone calling our sales team. You will need to provide payment details and confirm your acceptance of these Terms online before your order is accepted. You must be at least 18 years old when you place your order with SBT.
- 3.2 If you wish to migrate to SBT's Services from another provider, you must complete a Letter of Authority that enables us to migrate your current services to us.

If your current provider complies with the current OFCOM regulations, your order will proceed as set out in these Terms without any disruption in your broadband service. If your supplier cannot comply with the current OFCOM Porting Manual regulations, you will have to cancel your current service contract before you can order SBT's Services and this will lead to an interruption in your broadband service until you can be connected to SBT's Services.

Please note that your current provider may charge cancellation fees or other charges in connection with the termination of your current service contract.

- 3.3 When ordering SBT's Services, you must provide a valid email address and you are responsible for maintaining and regularly checking this email address. SBT will use this email address to contact you for all purposes under these Terms.

Once you have placed your order, we'll send you an email confirming that it has been received. Do bear in mind that by placing your order you are making an offer to enter into a contract with SBT for the purchase of the relevant Service from SBT under these Terms, the terms of your order, and any other terms specified by us.

SBT will acknowledge receipt of your order and contact you if we are able to accept your offer. Upon acceptance, you enter into a contract with SBT for the purchase of the particular Service.

- 3.4 You agree to SBT immediately starting work on the technical and operational elements required for the provision of the Services upon the issuance of SBT's order acceptance. At the time of acceptance we will provide you with further details of when we expect to be able to process your order and connect you to SBT's DSL network.
- 3.5 Also, please be advised that by placing an order, you agree that SBT, or third parties acting on our behalf, may carry out credit checks on you using the information that you provide.



## 4 · What equipment does SBT provide?

- 4.1 SBT may provide you with a welcome pack (where appropriate if purchased or included as part of a package), including a wireless router, adaptor, cables and filter(s) (the 'Equipment'). SBT may agree to loan the Equipment to you for as long as you continue to receive the Services under these Terms. The Equipment remains the property of SBT and you will need to take good care of the Equipment while it is loaned to you.
- 4.2 Upon termination of your contract, the Equipment must be returned to:  
Scottish Broadband Telecom  
1 Kingswell Place  
Perth  
PH1 2DD  
Scotland
- Any Equipment not returned to us will be subject to a fee of £80 (we'll assume you like it so you want to keep it, and we naturally need to be reimbursed for its replacement cost). The charge will be made to your account, and will be payable on receipt of the relevant invoice.
- 4.3 Please note that if you choose to keep any Equipment after we stop providing Services, it is supplied to you 'as is', without warranty and we are not able to support it via our means of communication with our customers.
- 4.4 If your SBT router is faulty, SBT will repair or replace it, providing the fault is not caused by abuse or negligence while in your care. Replacement items of Equipment are available on payment of the applicable replacement items fee(s).

You will need to return any faulty or replaced items of Equipment to SBT at the address shown in the paragraph above. Do bear in mind that while the SBT router is on loan, you are only permitted to use it to connect to the SBT network, or a network approved by SBT.

## 5 · Will I get a static IP address?

- 5.1 You will receive a dynamic IP addresses from our pool, or one static IP address if the characteristics of other service we provide you require as such. If you require more than one, additional IP addresses will be available subject to an initial allocation charge and monthly fees.

The IP address(es) will be re-assigned to SBT or to (an)other SBT customer(s) if your Internet Service is disconnected or terminated for any reason.

## 6 · How do you get connected?

- 6.1 Usually, with the minimum of fuss. If you want to keep your telephone line with your current provider, the change of broadband connection takes place in your local exchange and there should be no reason for an engineer to visit your premises. However, if an engineer does need to attend your premises for any reason, either prior to connection or during the contract period, then your telephone provider's own charges will apply.

If you decide to also move your telephone line to us, we will be responsible for all the charges and fees relating to your telephone and broadband services. Obviously you agree to provide any reasonable cooperation and assistance that may be required to get you connected.

Please be advised that when connecting your phone line to SBT's Services, there may be a temporary loss of telephone services or other telecommunications services. SBT will do everything possible to keep this disruption to a minimum but will not be responsible for any resulting damage, loss or costs caused.

- 6.2 We'll try to make sure that you get the fastest broadband Internet connection possible, but the actual speed will depend on many factors: for example, the distance of your premises from your local exchange or cabinet, which is the most important

factor, but the quality of your copper line and environmental line noise will also impact your actual speeds.

We use automated tools to predict what may be your line speed, but cannot make any guarantees such forecast will be the speed you will obtain at all times.

- 6.3 You may transfer from our DSL product to another DSL product at any time by requesting a transfer in writing (by email, fax or letter) whether before or after your Service has been activated.
- 6.4 If after receiving or accepting your order SBT cannot provide you with the Service, SBT will notify you. Your contract will terminate and any Charges you have paid will be refunded to you as a credit to the payment card or your bank account.
- 6.5 Please also be advised that SBT has the right to terminate your contract without liability after confirmation of acceptance has been sent but before you have been connected:
  - 6.5.1 if you fail a credit check;
  - 6.5.2 if we are unable to provide SBT's Services to your premises by the expected connection date for any reason or;
  - 6.5.3 if you are not in a geographical area covered by SBT.
- 6.6 If SBT ends your contract before connection (other than as a result of your own act or omission), any Charges you have paid will be refunded to you as a credit to the payment card or your bank account.
- 6.7 In the unlikely event that we send you an email confirming a connection date, but do not actually connect your Service for more than one (1) month after this confirmed connection date (other than as a result of your own act or omission, or your outgoing provider's act or omission), you are entitled to end your contract with SBT by sending a cancellation notice in writing. If you do so, any Charges you have paid will be refunded to you as a credit to the payment card or your bank account.
- 6.8 If you want to end your contract before you are connected for any other reason you may do so, but you agree to pay SBT all connection Charges incurred and you will need to choose whether to receive 3 (three) months of Services (and pay all Charges for the 3 (three) month period) or instead choose to pay the express cancellation administrative fee of £120 to terminate your contract.
- 6.9 While you're connected to the SBT DSL network, you'll need to keep your current telephone line provider. If you change your telephone line provider you may not be able to continue receiving SBT's services, so please check with us before you cancel your phone line. If you change your telephone line provider and we can't provide the Services to you on your new line, then our usual termination provisions will apply (see 'What is the contract period and how does it end?').
- 6.10 If your current phone line is disconnected for any reason, we will need to charge you a reconnection fee of £40 (as we will be required to pay a fee for reconnecting you to our Services).
- 6.11 If you change the details of the account for your nominated phone line and this leads to your current provider disconnecting your line then you will need to pay a reconnection charge to reactivate your Services.
- 6.12 If your SBT Service is suspended for failure to pay SBT's Charges, we will need to charge you a reactivation fee of £10.

## **7 · What is the contract period and how does it end?**

- 7.1 We are bound to, and follow, industry standards. Our 12 Months contract and your Service starts on the date that you are connected to our Service in your local telephone exchange. You can terminate your SBT contract at any time without paying any cancellation fees, providing you give us thirty (30) days' termination notice, after the initial twelve (12) months from your Service commencement date had passed. If you wish to terminate your account with less than thirty (30) days'

notice, there's an express cancellation administrative fee of £50. Service will be terminated two (2) weeks after receipt of your express cancellation notice.

- 7.2 If you wish to cancel your SBT service please email [support@scotbbtel.co.uk](mailto:support@scotbbtel.co.uk) or call our customer service on 01738 211211.
- 7.3 SBT may terminate your contract or suspend Services if:
  - 7.3.1 You don't pay us, by the due date, any money you owe us; or
  - 7.3.2 You misuse our Service (see our [acceptable usage policy](#)).
- 7.4 Either you or SBT may terminate the contract by giving thirty (30) days' written notice to the other if:
  - 7.4.1 there has been a material breach of these Terms by the other party (and this isn't remedied within thirty (30) days of a written notice notifying the breach);
  - 7.4.2 an event, outside its reasonable control, prevents continued provision of the Services for more than thirty (30) days;
  - 7.4.3 the other is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986); or becomes insolvent or bankrupt; or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction); or makes an application to a court of competent jurisdiction for protection from its creditors generally; or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets; or enters into or proposes any composition or arrangement with its creditors generally; or is subject to any analogous event or proceeding in any applicable jurisdiction; or
  - 7.4.4 By SBT only, without cause.
- 7.5 If SBT is entitled to suspend your Service then all Charges for your Service will remain payable by you notwithstanding such suspension. If SBT is entitled to terminate your Service (other than without cause), then SBT will be entitled to charge you for the Charges which would have been payable to SBT as if you had provided us with a termination notice on the date of such termination.

## **8 · What are SBT's payment terms and charges?**

- 8.1 Fairly straightforward. You have a responsibility to pay the fees that apply to the Services you are receiving from SBT (the 'Charges'). These Charges are payable from the day that Openreach confirms us that connection is complete. Recurring Charges will be collected in advance, while one-off fees will be collected in arrears. Our billing dates fall on the first day of each calendar month.
- 8.2 Our Charges may include the following fees:
  - 8.2.1 Connection fee - One-off Charge, paid at the time of activating your account;
  - 8.2.2 Wireless router fee - Paid if the router (equipment) is not included as part of a package and you want to receive one from us;
  - 8.2.3 Cancellation fee - Paid if costs have already been incurred by SBT in processing your order, if you cancel your order before the Services connection date, on top of any actual costs of providing the Services;
  - 8.2.4 Express cancellation fee - An administrative fee paid if you wish to terminate your account, without providing the standard thirty (30) days' notice required;
  - 8.2.5 Reconnection fee - Paid if your current phone provider has disconnected your line;
  - 8.2.6 Reactivation fee - Paid if your account has been suspended because of failure to pay SBT for Services.
- 8.3 SBT accepts payment by MPay, Direct Debit, debit or credit card, BACS or PayPal.
- 8.4 Payments other than by Direct Debit are subject to a Manual Processing Fee charge of £2.50.

- 8.5 Please also be advised that SBT reserves the right to change prices at any time, by giving you notice in writing which will include sending an email to the email address you provide to SBT during the order process or which you subsequently update with us.
- 8.6 All invoices will be issued to your registered email address.
- 8.7 You must pay SBT all sums due to SBT in full and you cannot deduct or withhold any part of the sums you owe us, except as permitted by law.
- 8.8 Please be advised that in the event of SBT not receiving full payment for Services provided, SBT have the right to suspend or terminate your Services and take any steps necessary to recover the amount due (including any costs incurred collecting the funds owed).
- 8.9 All our quoted prices are exclusive of VAT and our invoices show VAT payable as a separate item on each invoice. In any event you are liable to pay VAT on all Services provided.

## **9 · What happens if there are Service interruptions?**

- 9.1 SBT will take reasonable measures to rectify any interruptions in the Services that we provide. However, SBT cannot be held responsible for disruptions caused as a result of war, strikes, natural disasters or other 'acts of God' and shall not be liable for any delay or failure in the performance of its obligations to the extent that such delay or failure is attributable to matters beyond its reasonable control.
- 9.2 SBT may need to make changes to its network or the technical specification of a Service or may need to suspend provision of the Services for operational or technical reasons. SBT will use all reasonable endeavours to notify you in advance of such changes or suspension if it materially affects your Services. Obviously we'll do everything which is reasonably in our power to minimise the effect of these disruptions on you.
- 9.3 It is technically impossible for SBT to provide a fault-free Service at all times. But, we're committed to providing you with a Service that has as few disruptions as possible.
- 9.4 If SBT reasonably believes that you are using the Services in breach of your obligations (see 'What are your obligations'), including use of the Service in breach of the 'Fair and acceptable usage policy', we may without liability or further notice suspend Services or in certain circumstances terminate your contract (see above).

## **10 · What happens if you move premises?**

- 10.1 If your new premises are in an area that is covered by SBT's broadband service, the Services will need be moved to your new premises, but a connection fee may need to be paid. This is because we may need to get Openreach or other providers to physically connect your new premises to our network in your new exchange (and we are charged for this).
- 10.2 If SBT is unable to provide Services to your new premises, then our standard cancellation terms of one (1) month's notice will apply.

## **11 · What are your obligations?**

- 11.1 You agree that you will comply fully with your obligations under these Terms, and at all times:
  - 11.1.1 Comply with the terms set out in SBT's 'Fair and acceptable usage policy' (as published on SBT's website) and ensure that any others using SBT's Services via your account comply with the 'Fair and acceptable usage policy' too;
  - 11.1.2 Keep your security information safe and tell SBT immediately if you become aware of any improper disclosure of your security information or unauthorised use of the Services through your account;

- 11.1.3 Provide accurate information to SBT (especially during the ordering process) and ensure that this information is always kept up to date and accurate;
  - 11.1.4 Ensure that your equipment and software complies with all applicable laws and standards and that you have any necessary licences before you use it to connect to the SBT network and ensure that your equipment and software is compatible with our Equipment;
  - 11.1.5 Only you control the content you upload or download using the SBT network. We have no responsibility for any such content;
  - 11.1.6 Comply with these Terms and any reasonable instructions SBT gives you;
  - 11.1.7 Indemnify SBT against all losses, liabilities, costs (including legal costs) and expenses which SBT may incur as a result of any third party claims against SBT arising from, or in connection with your use or misuse of the Services or breach of these Terms;
  - 11.1.8 All amounts due to SBT shall be paid in full (without deduction or withholding except as required by law) and you shall not be entitled to assert any credit, set-off or counterclaim against SBT in order to justify withholding payment of any such amount in whole or in part.
- 11.2 From time to time, SBT may (without notice to you) review, record or check your use of SBT's Services where SBT is required to do so to ensure compliance with any laws or regulations or where ordered to do so by any court or other body or authority with the power to require such monitoring and for our own internal purposes to ensure compliance with these Terms and the 'Fair and acceptable usage policy'.

## **12 · What are the limitations of SBT's responsibility?**

- 12.1 Nothing in these Terms shall restrict or exclude either party's liability for fraud or for death or personal injury caused by it or its employees' or agents' negligence.
- 12.2 Except as expressly set out in these Terms, SBT is not liable to pay damages for any losses caused by use of the Services or delays or interruptions. SBT is not liable to pay damages if anyone else, other than a paying member, gains access to that member's connection to the SBT Service, that member's computer and other related equipment or gains access to, destroys or distorts any data or information held by SBT.
- 12.3 SBT is not responsible for any goods or services supplied in a separate agreement with another supplier, even if access to these goods or services is through SBT's network.
- 12.4 Except as set out in this section and the section called 'What are your obligations?' and except for the requirements for you to pay all Charges owing to us under this contract, neither party's aggregate liability to the other party with respect to this contract for any claims arising in any calendar year (whether in contract, tort, arising as a result of negligence or breach of statutory duty or otherwise) shall exceed 100% of the Charges due in that calendar year.
- 12.5 Neither of us will be liable to the other for any economic loss including, without limitation, any loss of profits, anticipated savings, business, contracts, revenue, time or goodwill or loss of data whether in contract, tort, arising as a result of negligence or breach of statutory duty or otherwise or the cost of procuring substitute goods or services provided that doesn't include:
  - 12.5.1 Charges payable;
  - 12.5.2 Claims for any damage to your tangible property, caused by the negligence or otherwise by any act or omission of ours, our employees, agents or subcontractors, whilst on your premises.
- 12.6 You shall at all times be under a duty to mitigate any losses suffered by you.

- 12.7 Each provision of this section is to be construed as a separate provision applying and surviving even if one or more of the other provisions of this clause is held inapplicable or unreasonable.
- 12.8 There are no representations, warranties, terms or undertakings, except as expressly set out in these Terms and any others are expressly excluded, whether express or implied, statutory or otherwise.

### **13 · Is there anything else?**

- 13.1 You and SBT agree that neither of us relied on any statement we made to each other before entering into this contract. And we both waive any remedy which would otherwise be available in respect of any untrue statement (unless made fraudulently) before this contract was in force.
- 13.2 SBT may assign your contract or any Service SBT provides to you to a third party, provided SBT gives you notice and obtains your consent (not to be unreasonably withheld, conditioned or delayed) if the assignment may have a negative effect on the Services SBT provides to you. You may not assign this contract or the benefit of any Service SBT provides to you.
- 13.3 Any failure or delay by SBT in exercising or enforcing any rights or benefits granted by these Terms won't be deemed to be a waiver of any such right or benefit nor will it prevent SBT from exercising or enforcing any such right or benefit or any other right or benefit on any other occasion.
- 13.4 If a court arbitrator or any government agency stipulates that any part of these Terms is unenforceable, the remaining Terms will still be valid and enforceable.
- 13.5 These Terms do not create any rights for, or enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.
- 13.6 The Terms shall be governed and construed in accordance with Scottish law and you and SBT submit to the exclusive jurisdiction of the Scottish courts.
- 13.7 The Terms set out the entire agreement between you and SBT relating to the provision of the Services to you including all intended rights and obligations and supersede any and all previous agreements and understandings between you and SBT with respect to such provision.

### **14 · How will we contact each other?**

- 14.1 You may contact SBT by sending a message through the contact us part of the website, by sending an email, by calling our sales and customer services telephone numbers and any important communications (including any notices or other communications required under these Terms) should additionally be sent by post to the address shown on the contact us page.
- 14.2 SBT will contact you at the email address that you provide (as set out in the 'How do you order SBT's Services?' section) or which you subsequently ask us to update, and/or by sending alerts to the UK mobile phone number or alternative email address you provide to SBT for this purpose.

### **15 · Will any of this change?**

- 15.1 Over time, this is possible. SBT may change these Terms from time to time by notifying you of the revised Terms and should any of these Terms change, we will inform you of these changes through a newsletter in your inbox.