



**TESCO**  
broadband

# Terms and Conditions & Important Information

Tesco Broadband & Homephone Services  
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# Tesco Broadband and Homephone Service

## Terms & Conditions

These terms & conditions set out the terms under which Tesco Stores Limited, trading as Tesco Telecoms (“**Tesco**”), makes its Broadband & Homephone services (the “**Services**”) available to you and are effective from 1 July 2011 (“**Terms and Conditions**”).

References to “**we**”, “**us**” and “**our**” are to Tesco and we refer to you as “**you**” and “**your**”.

In these Terms & Conditions some words begin with capital letters because they are definitions.

Further details about the service can be found at the Tesco Broadband & Homephone website at [www.tescobroadband.com](http://www.tescobroadband.com).

### Terms and Conditions

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## 1. INTRODUCTION

1.1 Although you may have read some information about the Services or received certain information over the telephone, you should read these Terms & Conditions carefully because they contain important information about your legal rights and obligations. By subscribing to the Services you are agreeing to these Terms & Conditions.

1.2 Tesco Broadband & Homephone currently consists of four products:

“**Tesco Broadband With Calls**” is the name given to our broadband service, which comes with telephone line rental and telephone calls included.

“**Tesco Broadband Only**” is the name given to our broadband only service, without telephone line rental or calls.

“**Tesco Homephone**” is the name given to our home phone only service.

“**Tesco.net Email**” is the name given to our email service which we may offer you in addition to one of the options above. This will consist of an email address or addresses.

## 2. REQUIREMENTS FOR TESCO BROADBAND & HOMEPHONE

2.1 To register for the Services you need to:

- (a) be over 18 years of age;
- (b) be a UK resident;
- (c) have a compatible, operational telephone line e.g. a BT line (“**Line**”);
- (d) have a computer that meets the minimum specification required (see [www.tescobroadband.com](http://www.tescobroadband.com) for details) (“**Computer**”) if you take Tesco Broadband With Calls or Tesco Broadband Only;
- (e) have a valid email address we can contact you on; and
- (f) have a UK bank account, so that we can set up your direct debit and for credit checking purposes.

2.2 Moving your broadband and/or telephone line rental to Tesco means that any discounts you had with previous providers will stop.

2.3 One or all of the Services may not be available to some customers in some circumstances, for example because:

- (a) you cannot transfer your telephone line from your current operator;
- (b) you do not live in an area with broadband access or it would be very expensive for us to make your telephone line compatible with our technology;
- (c) you fail a credit check; or
- (d) you subscribe to other communications services which are technically incompatible with our Services.

## 3. YOUR CONTRACT WITH US

3.1 The form completed by you, or on your instructions, to register for the Services (“**Order Form**”) is an application to become a Tesco Broadband & Homephone customer. We will confirm that we have received your application by sending you a confirmation email (“**Confirmation Email**”) which will contain a link to these Terms and Conditions. We will indicate acceptance of your application by sending you a further email about two to three days later (“**Go-Live Email**”) letting you know the date on which we will start providing you with the Services (“**Go-Live Date**”). Until we email you your Go-Live Date, there is no contract between us to provide you with the Services.

3.2 Your contract with us (“**Contract**”) is made up of:

- (a) these Terms & Conditions;
- (b) your Order Form;
- (c) the latest list of our charges for the Services (“**Price List**”) as set out at [www.tescobroadband.com](http://www.tescobroadband.com);
- (d) the latest Privacy Policy, as set out at [www.tescobroadband.com](http://www.tescobroadband.com), which describes how we collect and use information about you and your use of the Services; and
- (e) any other applicable terms and conditions and Tesco policies, such as promotions and our Codes of Practice, notified to you at [www.tescobroadband.com](http://www.tescobroadband.com).

3.3 Your Contract will usually be subject to a minimum term (“**Minimum Term**”), the period of which will be clearly explained to you before you offer to purchase the Services and will be confirmed in the Go-Live E-mail. Your Minimum Term will begin on the Go-Live Date.

3.4 Some special offers will have no minimum period or will allow you to leave before the applicable Minimum Term ends. Any such offers will be communicated to you when you sign up to the offer. Some individual features are also subject to minimum periods. For more information on these, see [www.tescobroadband.com](http://www.tescobroadband.com).

3.5. If you decide to renew your Contract, this may also be subject to a new Minimum Term, which will begin on the date stated in the Confirmation Email.

3.6 You can find information about ending your Contract before the Go-Live Date at paragraph 6 and after the Go-Live Date at paragraph 25.

#### **4. CREDIT REFERENCE AGENCIES**

4.1 We may search your credit history at credit reference agencies who will supply us with credit information, as well as information from the Electoral Register. We may also add to your record with the credit reference agency details of your contract with us, the payments you make under it and any default or failure to keep to its terms.

4.2 The credit reference agency will record details of the search whether or not your application proceeds. We may use credit scoring or other automated decision-making systems when assessing your application and to verify your identity. Credit searches and other information about you and those with whom you are linked financially which is provided to us and/or the credit reference agencies may be used by us and other companies if credit decisions are made about you, or other members of your household. This information may also be used for debt tracing and the prevention of money laundering as well as the management of your account.

4.3 Information held about you by the credit reference agencies may already be linked to records relating to one or more of your partners and you may be treated as financially linked which means your application will be assessed with reference to any associated records.

4.4 If you want to receive details of credit reference agencies we use, please call Customer Services.

#### **5. FRAUD PREVENTION AGENCIES**

5.1 If false or inaccurate information is provided and fraud is identified or suspected, we may pass information that you have provided to us to fraud prevention agencies and law enforcement agencies.

5.2 We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when checking applications for and managing, credit and credit related or other facilities, when recovering debt, when checking insurance proposals and claims, and when checking details of job applicants and employees. We and other organisations may access and use the information recorded by fraud prevention agencies from other countries.

5.3 If you want to receive details of fraud prevention agencies we use, please call Customer Services.

#### **6. 'COOLING-OFF' PERIOD – YOUR RIGHT TO CHANGE YOUR MIND**

6.1 The time it takes us to activate your service depends on which Services you order from us. The minimum time in which you can expect your services to be activated is seven working days from receipt of your Go-Live E-mail. Most orders are fulfilled within 15 working days but, in exceptional circumstances, it can take longer. We will state your planned Go-Live Date in your Go-live Email and in the majority of cases we will meet this date, although there are some exceptions. At any time up until 10am. on the working day before the Go-Live Date you can tell us that you do not want the Services by calling, emailing or writing to Customer Services and you will not incur any charges. If you write or email us we need to receive your letter by 10am on the working day before the Go-Live Date. After this time, your right to change your mind under paragraph 6 will end but you can still terminate your Contract under paragraph 25.

6.2 You may return your Router (as defined at paragraph 18) up to seven working days after the Go-Live Date (with its original packaging and all of its components). If you return the Router to us you will need to supply your own modem for use with Tesco Broadband. For further terms and conditions relating to the Router, please see paragraph 18.

## 7. CHANGING PRODUCTS

If you take Tesco Broadband With Calls and, within your Minimum Term, change to our Tesco Broadband Only or Tesco Homephone package, you will be required to start a new Minimum Term and pay early termination charges, as defined in paragraph 25 (“**Early Termination Charges**”).

## 8. HOW WE PROVIDE THE SERVICES TO YOU

8.1 The Services are provided to you over your Line on our behalf by other network operators (“**Network Operators**”). When you sign-up to Tesco Broadband With Calls or Tesco Homephone we will transfer your existing telephone number unless there are technical or legal reasons why we are unable to do so. For further information about your telephone number, see paragraph 19.

8.2 We will use our reasonable endeavours to make the Services available to you on the Go-Live Date, but sometimes there may be delays outside of our control.

8.3 On the Go-Live Date (or the date on which we first make the Services available to you) your Line may not work for several hours. This means that you will not be able to make telephone calls or use the internet.

8.4. When we provide you with Tesco Broadband With Calls you may experience a small delay in switching your phone number from your previous supplier after your broadband service has been activated. This will not stop you making calls from your Line, but people who call you during this period may not be able to get through to you. We will not charge you for your line rental until this switch has been completed. In addition, if you contact our Customer Service Complaints team and it is confirmed that your phone number switching has taken more than 1 working day after your broadband service has been activated, we will issue you an additional credit equal to one day’s line rental for each additional day.

8.5 When we provide you with our Services, we will use the reasonable skill and care of a competent service provider, but we cannot guarantee that the Services will always be fault-free. Some things will be out of our control, for example:

(a) The Services are dependent on Network Operators and their services can be affected by things that we cannot control.

(b) You will sometimes experience unavailability of the Services because of technology faults, including those caused by your use of incompatible equipment, faults with your Line or heavy internet traffic.

(c) The broadband speed you experience at any point in time is dependent on many factors. These include the quality of your telephone Line and the distance to the exchange but may also depend on the condition of your computer, the wiring in your house, the number of people in your house using broadband at the same time, appliances and equipment generating interference and external factors like the performance of the internet and the websites you are visiting.

8.6 In order to provide you with the best service possible, your access to the Services may occasionally be restricted to allow for repairs, maintenance or the introduction of new facilities or services. Wherever reasonably possible, we will carry out any such activities during non-peak hours. We will attempt to restore the Services as soon as we reasonably can.

8.7 In addition, we may manage traffic on the Services to make sure that you and our other customers get the best service possible. Our traffic management policy can be found at [www.tescobroadband.com](http://www.tescobroadband.com). Sometimes we may block access to certain websites, for example those on the Internet Watch Foundation list (see [www.iwf.org.uk](http://www.iwf.org.uk)).

## 9. INFORMATION AND PRIVACY

9.1 You promise us that the information you provided for the Order Form is correct and that you will update us if your information changes.

9.2 You promise us that you will keep secret all passwords you have nominated in connection with your account.

9.3 If you inform us you wish to add a secondary contact on your account and provide us with sufficient information to check and verify their identity (if and when they contact us), you authorise us to disclose to or discuss with them your account information. You can, of course, ask us at any time to remove or change the secondary contact on your account.

9.4 We may disclose your personal information to other companies in the Tesco Group. We will never pass your information to anyone outside the Tesco Group except where we have your consent, where we are required or permitted to do so by law, to other companies who provide a service to us, and to any successors in title to our business. For further information about the Tesco Privacy Policy, see [www.tescobroadband.com](http://www.tescobroadband.com).

9.5 Whilst we provide the Services to you, you authorise us to act on your behalf in all dealings with BT or any Network Operator (as applicable) in connection with the Services.

## 10. ACCEPTABLE USE POLICY

10.1 You must not, and must not allow anyone else to, give away, lend, rent out, sell or otherwise distribute any content, materials or software accessed via the Services unless you have the permission of the owner, since this may otherwise be illegal. In particular, you must not upload content, materials or software belonging to someone else to a network or file-sharing service. (We believe everyone deserves to get paid for their work and we are proud to support the world's community of artists, musicians, writers, programmers and producers, including by offering a legal digital entertainment service at [www.tescoentertainment.com](http://www.tescoentertainment.com).)

10.2 In addition, you must not, and must not allow anyone else to, use the Services (whether connected to a telephone or a computer):

- (a) for any unlawful purpose (for example, obscenity);
- (b) to communicate advertising or promotional material which the recipients have not requested (for example, spam or adware);
- (c) to make a communication which is, or is intended to be, malicious, fraudulent or hoax (including to the emergency services);
- (d) to breach the rights of any third party (for example, copyright infringement or defamation);

(e) in any way which may damage or affect the operation or quality of the Services, the internet or any other telecommunications system.

10.3 If any third party or any authority suspects you are in breach of this Acceptable Use Policy and asks us to co-operate with them we may do so, including by suspending/cancelling your use of the Services, telling them who you are and providing them with information such as details of your usage of Tesco Broadband. They could take legal action against you for your misuse of the Services and/or you could be prosecuted for a criminal offence. For further details on how we may disclose your personal information, please see our Privacy Policy at [www.tescobroadband.com](http://www.tescobroadband.com).

10.4 If you do not comply with any provision of this paragraph 10, you will fully compensate us for all liabilities, claims, damages, losses and costs (including legal costs) which we may suffer as a result.

## 11. FAIR USE POLICY

11.1 So that we can provide Tesco Broadband With Calls and Tesco Broadband Only fairly for all our customers, you agree to comply with our Fair Use Policy set out in this paragraph 11. Although your internet use of Tesco Broadband With Calls and Tesco Broadband Only may be unlimited, we may impose a fair use limit on your broadband usage, beyond which additional charges may apply. Any such limit will be clearly set out at [www.tescobroadband.com](http://www.tescobroadband.com) or in our marketing materials.

11.2 We will only impose a fair use limit on the use of the Services to prevent unusual use and abuse. You must not use the Services to an extent which we reasonably believe excessively or continually exceeds any upper limit which we impose.

11.3 We reserve the right to monitor your use of the Services and, if we reasonably determine that your use is abusive or in breach of this Fair Use Policy, we may do any or all of the following:

- (a) ask you to moderate your use;

(b) impose further charges in respect of your atypical or abusive use calculated per megabyte as set out on [www.tescobroadband.com](http://www.tescobroadband.com); or

(c) transfer you to a tariff which does not include unlimited use.

Where we suspect abuse or breach of this Fair Use Policy, we will try to contact you before taking action in accordance with this paragraph 11.3.

11.4 In the case of severe abuse, as reasonably determined by us, we reserve the right to suspend or terminate your use of Tesco Broadband. We will again try to contact you before doing so.

## 12. USING THE TESCO.NET EMAIL SERVICE

12.1 You are responsible for checking your emails regularly and storing on your computer any emails you wish to keep. Any emails kept on our servers will automatically be deleted after 120 days for both read and unread messages. Mailboxes left dormant for 180 days will be closed and emails within deleted.

12.2 When you reach 100Mb, your mailbox has reached its limit and is full. You will be unable to receive any more emails and you will be unable to save copies of emails that you send out. If your mailbox has exceeded 100Mb any emails causing the mailbox to exceed this limit may be deleted.

12.3 You must keep your own back-up copies of your emails. We do not keep back-up copies of your emails and will not be responsible for any loss you may suffer for because you cannot access emails.

12.4 If you end your Contract for the Services with us, we will continue to provide you with the Tesco.net Email service for seven days or while your Broadband or Homephone service is still live, whichever is later. We may at our discretion continue to provide you with the Tesco.net Email service at a cost to you, which will be detailed on our Price List. Your continued use of the Tesco.net Email service is subject to these Terms and Conditions.

## 13. HOW WE CALCULATE OUR CHARGES

13.1 Our charges to you for using the Services will depend on the products that you ordered and the bundle of options chosen by you and minimum charges may apply. See [www.tescobroadband.com](http://www.tescobroadband.com) for more information.

13.2 Charges may include an unlimited call allowance as per your chosen call package. See [www.tescobroadband.com](http://www.tescobroadband.com) for more information.

13.3 Unless otherwise stated, prices for calls outside the unlimited call allowance are quoted by the minute and charged in one minute increments. When calculating your bill, each call is charged excluding VAT and then rounded to the nearest penny, and then VAT is added where applicable to the total of all the charges.

13.4 Call rates vary according to the time of day and are billed according to the time the call begins.

13.5 Charges for calls will be calculated using the usage data we have recorded about you on our systems.

13.6 You may be charged more to receive certain premium services (e.g. phone voting). We will not notify you of call charges for premium services operated by third parties. See [www.tescobroadband.com](http://www.tescobroadband.com) for more information.

13.7 Electronic bills are provided free of charge and all calls will be itemised.

13.8 You will be responsible for all charges incurred by use of your Services whether incurred by you or anyone else using your Services (with or without your knowledge).

## 14. CLUBCARD

14.1 This paragraph is in addition to the terms and conditions of Tesco Clubcard.

14.2 To be awarded Clubcard points applicable to the Services you need to have a valid Tesco Clubcard or a Tesco e-Clubcard number which you must enter when requested.

14.3 After you have paid your bill it may take up to three weeks for your Clubcard points to reach your Clubcard account. You will then see the points on your Clubcard statement and on your till receipts.

14.4 From time to time as part of a promotion we may allow you to use Clubcard Vouchers or e-Vouchers and/or bonus coupons to pay for the Services. The use of such vouchers or coupons will be covered by additional terms and conditions outlined at the point of issue or redemption or on [www.tescobroadband.com](http://www.tescobroadband.com).

## 15. PAYING YOUR BILL

15.1 You must pay your monthly bill by direct debit and by the due date stated on the bill ("**Payment Date**"). In this context "monthly" relates to calls or subscriptions recorded by us within your monthly billing period, which may not be the same as a calendar month.

15.2 In certain circumstances we may allow you to pay your monthly bill by setting up a recurring credit card mandate. We reserve the right to apply additional charges for paying by credit card. If we apply these charges we will notify you in advance as detailed in paragraph 24 ("Changes to the Services and your Contract").

15.3 If we do not receive payment by the Payment Date, we will send you a letter as soon as is practicable stating that if you do not pay within seven days of the letter we will begin our debt recovery process. We may also endeavour to contact you by other means (SMS, email or phone).

15.4 We will use reasonable endeavours to make sure that if you incur any charges (such as call charges or engineering charges) other than the monthly subscriptions these will be included on your monthly bill following the month in which the charges were incurred but sometimes charges may appear on a later bill.

15.5 Please note that product or discount coupons issued by our competitors, manufacturers or other third parties cannot be used to pay for the Services.

## 16. MONITORING YOUR USAGE

16.1 We will monitor your calls so that we can check for potentially fraudulent usage and control our own credit risk.

16.2 If usage on your account gives us cause for concern we may attempt to contact you before taking action. We may have to restrict all or part of your Services and we may bar Services to protect us both. You will then need to contact us before you can use any of the chargeable parts of your Services. You may be required to make an interim payment before the Service can be reactivated.

## 17. SPECIAL CIRCUMSTANCES

If you have special circumstances that mean you experience difficulties using the Services (such as accessing or reading your bills or Contract, directory information, directory enquiries), we may be able to provide you with specialised services to meet your specific needs, such as emergency Line maintenance. For information regarding how we may be able to help you further, please contact Customer Services or go to [www.tescobroadband.com](http://www.tescobroadband.com).

## 18. ROUTER

18.1 For Tesco Broadband With Calls or Tesco Broadband Only we will supply a router, together with cables and associated equipment ("**Router**") to use the Services.

18.2 If the Router provided by us has a fault please contact Customer Services so that you can explain the problem and we can deal with the fault as appropriate. If a fault is caused by accident, misuse or negligence we may charge you for a replacement Router. The price we charge for the Router and replacement routers is provided on our website at [www.tescobroadband.com](http://www.tescobroadband.com).

## 19. YOUR PHONE NUMBER AND LINE

19.1 Where you have taken Tesco Broadband With Calls or Tesco Homephone we will try to let you keep your phone number for as long as you are with Tesco but there may be technical or legal reasons why this is not possible. For example, in certain circumstances you will not be able to keep your phone number if you move house (see paragraph 20.3 for further details). If we need to change your phone number we will let you know in advance.

19.2 If you have Tesco Broadband Only and change your number with your home phone provider you must inform us of your new number as soon as possible. If you fail to do so, we may be unable to fully comply with our obligations to you.

19.3 If you want to be included in the national directory and directory enquiry services then please ask to be included when you sign up to the Services or call Customer Services. We will request to add your details on the next publication of the directory.

19.4 If you would like to change your telephone number we will try to do this wherever possible but there may be technical or legal reasons why this is not possible. There may be a charge for changing your number. If there is, we will let you know before you change.

19.5 If you would like us to provide the Services via a new telephone line installed at your house, please apply for a new Contract with us. If you no longer wish to use the other telephone line, you must terminate your original Contract and, if you are within your Contract Minimum Term, you will need to pay an Early Termination Charge (see paragraph 25 for further details).

## 20. MOVING HOUSE

20.1 If you are moving house then please call Customer Services with your new address and we will try to provide the Services at your new address. Where this is possible, we will charge you a reasonable sum for disconnecting the Services at your current address and reconnecting it at your new address (please see [www.tescobroadband.com](http://www.tescobroadband.com) for details of the charges).

20.2 If you are within your Contract Minimum Term then this Minimum Term will continue at your new address. If the Services are not available at your new address or you do not wish to continue to use the Services at your new address then you must terminate your Contract and you will need to pay an Early Termination Charge (see paragraph 25 for further details).

20.3 We will try to let you keep your phone number when you move house but this may not always be possible because phone numbers are associated with geographical areas so, if you move outside your current area, you may not be able to keep your number.

20.4 If you move house it is possible that we may be unable to provide the same services that you currently receive or the price we charge you may be different. If this is the case you may choose not to use the Services at your new address and you may be liable to pay an Early Termination Charge (see paragraph 25 for further details).

## 21. SUSPENDING YOUR ACCESS TO THE SERVICES

21.1 We may suspend your access to the Services (or any part of them) immediately:

- (a) if we need to carry out repairs, maintenance or change any aspects of the Services (and we will try to restore the Services as soon as we can);
- (b) if we are told to do so by the Government, the emergency services or any other authority;
- (c) to protect you under paragraph 21.3;
- (d) if you fail to pay any bill promptly after we have reminded you;
- (e) in an instance where your usage gives us cause for concern under paragraph 16 (“Monitoring Your Usage”);
- (f) if we reasonably believe there has been, or is about to be, a breach of the Acceptable Use Policy or Fair Use Policy; or

(g) an agreement between us and a Network Operator ends and we can no longer provide the Services.

21.2 In certain circumstances, for example where a Network Operator schedules a service upgrade, you will still incur charges while the Services are suspended. We will endeavour to notify you if this is the case.

21.3 Sometimes, it may appear to us that there is an unusual use of the Services (for example, the type of upload/download traffic is out of character with your general usage or the volume or destination of calls changes significantly). If this does happen we may suspend the Services to prevent you from breaching the Acceptable Use Policy or where paragraph 16 (“Monitoring Your Usage”) applies. We will only ever suspend the Services like this in exceptional circumstances and will try to contact you beforehand (but this may not be possible).

21.4 Except as set out in paragraph 21.5, you will still be able to use your telephone Line to call emergency services free of charge, even when your use of the Services is otherwise suspended (unless you have requested that we block any services).

21.5 We may decide not to give you access to operator assistance services and/or directory enquiry services while we are carrying out our debt recovery process.

21.6 We may withdraw the phone number provided to you for regulatory reasons.

## **22. OUR RESPONSIBILITY TO YOU**

22.1 Nothing in this paragraph 22 shall limit or affect our liability resulting from any products provided being found to be unsafe or if something we do negligently causes death or personal injury.

22.2 Subject to paragraphs 22.1 and 22.3, if we are in breach of our Contract with you, we will only be responsible for any losses that you suffer as a result to the extent that they are a foreseeable consequence to both of us at the time you submit your Order Form up to a £5,000 limit.

22.3 Subject to paragraph 22.1, we shall not be responsible for any damage or loss suffered or incurred as a result of:

(a) any use by you, or through your account, of the Services in breach of this Contract;

(b) any alterations to the Services or Routers by any persons other than Tesco’s authorised Network Operators;

(c) any fault in (or failure of) any antivirus software or other security features or any failure by you to download such software properly (unless caused by our negligence);

(d) any reasonable measures we have taken to prevent spam from entering or remaining within our systems which may, as a consequence, delete or block access to email which is not spam;

(e) use of any equipment with the Services which does not carry a CE mark, is not compatible with the Services or which is not connected or used in accordance with the manufacturer’s instructions; or

(f) the failure of any device which relies on the phone Line or internet to relay information to a service centre (such as a monitored alarm or a satellite TV service). We suggest that you ask your service provider to test after the service has gone live.

22.4 Unless we agree otherwise in writing, Tesco will not be responsible for any Early Termination Fees that you may incur if you leave your previous provider before the end of your minimum term with them.

22.5 Tesco Broadband & Homephone are residential Services for non-commercial use only and our liability shall not in any event include business losses such as lost data, lost profits or business interruption.

22.6 Nothing in your Contract with us affects your statutory rights (which include, for example, that we will provide the Services to a reasonable standard and within a reasonable time, and that any equipment we provide as part of the Services will comply with its description and be fit for its purpose). For more information on your statutory rights you can contact your local Citizens Advice Bureau or Trading Standards Office.

## 23. YOUR RESPONSIBILITY TO US

23.1 You will have to pay any call-out or other charges you incur (whether from us, BT or any other Network Operator). You must follow any instructions given to you about the Services or any equipment, including taking reasonable care of the equipment. You must also behave in a polite manner towards any BT or any other Network Operator staff attending your home.

23.2 As mentioned at paragraph 22.5 above, Tesco Broadband & Homephone are residential services that are made available to you only for personal use and not for commercial purposes. If you do use the Services for commercial purposes in breach of your Contract with us, you will compensate us for all liabilities, claims, damages, losses and costs (including legal costs) which we may suffer because someone (other than you) makes or threatens a claim against us because the Services are faulty or cannot be used by them.

23.3 We will inform your previous phone line provider (if you have one) when we have completed the take-over of your Line. It is then their responsibility to stop charging you for their service. If they fail to do so, please contact them directly as Tesco cannot be held responsible for these charges.

23.4 You promise us that your use of the Services will be in accordance with your Contract with us, including our policies which describe the standards of conduct required by you when you use the Services, as set out in paragraph 10 (“Acceptable Use Policy”) and paragraph 11 (“Fair Use Policy”).

## 24. CHANGES TO THE SERVICES AND YOUR CONTRACT

24.1 Tesco Broadband & Homephone will evolve over time as we change, replace or remove parts of our Services. We may also have to change the Services (including pricing) for legal or regulatory reasons.

24.2 Accordingly, we may update your Contract from time to time and any changes will be notified to you via a suitable announcement on [www.tescobroadband.com](http://www.tescobroadband.com).

24.3 If you continue to use the Services after the date on which the change comes into effect, your use indicates that you agree to the changed Contract. If you

do not wish to accept the changed Contract you can end your Contract under paragraph 25.

24.4 If we decide to stop providing the Services or we consider the change to be an important one, we will provide you with at least one month's notice of our intention to change your Contract by email or on your bill, together with details of the proposed change. If you reasonably believe that you will be materially disadvantaged by the change, you may terminate the Contract without incurring any additional Charges, including Early Termination Charges, or move to another package within one week of the change.

## 25. YOUR RIGHT TO END YOUR CONTRACT WITH US

25.1 You can end your Contract at any time by contacting us, including calling Customer Services. If you cancel before the end of your Minimum Term you will have to pay an Early Termination Charge. If you are unsure, Customer Services can inform you when your Minimum Term ends. Your Early Termination Charge will be based on the number of remaining monthly charges on your the Services account, minus the costs which we will no longer incur in providing the Services. For further details, please see [www.tescobroadband.com](http://www.tescobroadband.com).

25.2 In some cases we will allow you to defer payment of the full price of the Router. If you end the Contract within the Minimum Term and you did not pay the full price for the Router when you placed your order, then we may charge you the balance of any amount owing to us (that is the Router charge set out in the Price List less any amount you paid upfront for the Router when you placed your order). The deferred payment is no longer payable after you have received the Services for the Minimum Term.

25.3 If you end your Contract with us, your use of the Services will end either when you move to a new service provider or, if you are not moving to another service provider, usually within five or six working days of your request to end your Contract. If it is going to take more than five or six working days, for example, if there is a technical or engineering problem, we will notify you of the delay. Both of us must continue to comply with the terms of this Contract (in particular, payment of Charges) until we stop providing the Services to you.

25.4 The end of this Contract, for whatever reason, shall not affect either of our rights or responsibilities.

## 26. OUR RIGHT TO END YOUR CONTRACT WITH US

26.1 If there is any reason why the Services are not available to you (for any of the reasons set out in paragraph 2.3) we will normally discover this before accepting your application through the information that you provide to us. However, if we discover that the Services are not available to you after accepting your application we may end our Contract with you before the Go-Live Date. In such circumstances, we will refund to you any charges that you have already paid to us in relation to the Services.

26.2 We may end our Contract with you at any time by writing to you and giving you 30 days' notice. We may also end our Contract with you immediately if:

- (a) you do not pay a bill on time;
- (b) you break an important term of your Contract with us (for example, you breach any part of the Acceptable Use Policy in paragraph 10 or the Fair Use Policy in paragraph 11);
- (c) you break any other term of your Contract with us and do not put it right within seven days of us asking you to;
- (d) you fail any credit or fraud prevention check or where we reasonably suspect fraud or money laundering by you or someone using your Tesco Broadband;
- (e) you give us information about yourself which we reasonably believe to be false or misleading;
- (f) you are the subject of bankruptcy proceedings, if you do not make a payment under a judgment of a Court on time, you make an arrangement with your creditors, or if a receiver is appointed over any of your assets; or
- (g) we are no longer able to provide the Services (or any material part of them) to you despite making all reasonable efforts to do so.

## 27. GENERAL

27.1 You may not transfer any of your rights under your Contract with us to any other person. We may transfer our rights under our Contract with you to another business where we reasonably believe your rights will not be affected.

27.2 If you breach your Contract and we choose to ignore this, we will still be entitled to exercise our rights and pursue our remedies at a later date or in any other situation where you breach this Contract.

27.3 We shall not be responsible for any breach of this Contract caused by circumstances beyond our reasonable control.

27.4 Except as expressly set out in these Terms & Conditions, all use of your personal information will be made in accordance with our Privacy Policy.

27.5 When ordering from [www.tescobroadband.com](http://www.tescobroadband.com) we only accept orders from Web browsers that permit communication through Secure Socket Layer (SSL) technology. This means you cannot inadvertently place an order through an unsecured connection.

27.6 Your Contract with us is subject to English law. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to start court proceedings, you must do so in England, Scotland, Wales or Northern Ireland.

## 28. CUSTOMER SERVICES

28.1 If you have any queries, please check the FAQs on our website ([www.tescobroadband.com](http://www.tescobroadband.com)), using the web-chat facility, contact us by emailing: [support@tescobroadband.com](mailto:support@tescobroadband.com) or call us on 0844 556 3550.

28.2 Customer Services are available between 8am to 10pm, 7 days per week to support you with problems associated with the Router provided by us, connectivity to your Computer or other devices, voice faults and other queries relating to your voice service and billing queries. We are unable to assist with technical problems

concerning the performance of your Computer or other devices. If necessary we may request an engineer visit your property to resolve the issue, and such a visit will only take place during business hours Monday to Friday. Such visits are chargeable, but we may waive this fee if the fault is found in our Network Operators' networks.

28.3 The Tesco Broadband Website is owned and operated by Tesco Stores Limited, a company registered in England whose registered office is at:

Tesco House, Delamare Road,  
Cheshunt, Hertfordshire EN8 9SL

Company Registration No. 519500  
VAT No. GB220 4302 31

## **29. CODES OF PRACTICE**

For a free copy of the Broadband or Homephone Codes of Practice for sales & marketing of the Services, please go to [www.tescobroadband.com](http://www.tescobroadband.com) or call 0844 556 3550.



