

## Terms and Conditions

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## 1. Introduction

- 1.1. These terms and conditions are applicable to all customers who agree a contract for our services.
- 1.2. These updated terms and conditions replace all previous versions, and they were last updated on 13<sup>th</sup> June 2024. Any revisions made after this date will also apply.
- 1.3. Our registered address is 2<sup>nd</sup> Floor College House, 17 King Edwards Road, Ruislip, London, HA4 7AE. Our company registration number is 14685025.
- 1.4. We provide broadband services to residential customers in our network area.
- 1.5. Where these terms and conditions refer to any additional charges, please see our pricing page ([www.homeunity.co.uk/](http://www.homeunity.co.uk/)).

## 2. Placing an order

- 2.1. Prior to you placing an order with us, we will provide you with a Contract Summary and Contract Information document, outlining the key terms. These terms and conditions are in addition to these documents.
- 2.2. If you order any product or services from us:
  - 2.2.1. You confirm you're at least 18 years old; and we may:
    - 2.2.1.1. Ask for proof of identity and address; and
    - 2.2.1.2. Carry out credit and identity checks on you.
    - 2.2.1.3. Carry out any other checks we deem necessary
- 2.3. Once you have placed an order, we will send you a welcome pack via email outlining the products and services chosen, along with an anticipated start date.
- 2.4. We try to complete orders as soon as possible but delays may occur, which we'll tell you about as soon as we can.
- 2.5. Some services (or certain parts) may not be available to you. We'll let you know if there is any reason we cannot provide you with the services you ordered.
- 2.6. If we transfer your service from or to another provider, you may experience a temporary loss of your services.
- 2.7. Your agreement starts the day you place an order with us and your contract starts the day your services are activated. Once the initial contract term has been completed, it will continue on a monthly rolling basis unless ended as set out in these terms and conditions for an additional £5 per month.

### Key Points

Full details of all pricing can be found at [www.hometunity.co.uk/](http://www.hometunity.co.uk/)

Before you place an order, we will provide you with a Contract Summary and Contract Information document which outlines key terms in addition to these terms and conditions.

You must be at least 18 years old to take our services.

Once you place an order, we'll send you a welcome pack with the full details and anticipated start date.

If you switch your services from another provider, you may experience a temporary loss of service.

Your contract starts the day your services are activated and automatically continues onto monthly rolling after the initial term for an additional £5 per month.

2.8. If your new order is to change your existing contract, such as moving home or upgrading, a new minimum contract term will apply from the date your new service is activated. The minimum contract term will depend on what contract length you chose for your new service.

### 3. Broadband speeds

- 3.1. When you place an order, a welcome pack with estimated speed will be provided to you, including:
  - 3.1.1. The normal available upload and download speeds;
  - 3.1.2. The minimum guaranteed download speed;
  - 3.1.3. The minimum upload speed;
  - 3.1.4. The maximum upload and download speed; and
  - 3.1.5. The advertised (headline) upload and download speeds, if advertised.
- 3.2. Your upload and download speeds will depend on various factors, such as:
  - 3.2.1. Type of connection i.e. wired or wireless;
  - 3.2.2. Capability of your device or computer;
  - 3.2.3. Number of connected devices in your property; and
  - 3.2.4. Home environment.
- 3.3. Our estimated speeds are based on the physical speed being delivered to your router and any speed guarantee is offered based on the physical connection speed to your router and does not include Wi-Fi speeds.
- 3.4. If our estimates fall below the minimum requirements, we cannot provide the service to you. In this instance we may give you the option to:
  - 3.4.1. Receive a discount on your package;
  - 3.4.2. Downgrade to a more suitable product;
  - 3.4.3. Cancel the contract without any early termination charges.
- 3.5. Whilst we aim to provide the estimated speeds, we cannot guarantee them. Speeds may take up to two weeks to stabilize after installation. If you experience significantly lower download speeds after this period, please contact us as outlined in section 16. "Regularly" is defined as your download speed falling below the minimum guaranteed download speed on a daily basis for at least three successive days, after you reported the issue to us. We will attempt to solve the problem, and you must follow our reasonable instructions (including how to measure the download speed on your line) when we do so.

### Key Points

If your new order is changing your old contract, such as upgrading or moving home, a new minimum contract term will start once your services have been activated.

Your welcome pack will contain key information about your estimates and guaranteed speeds.

Speeds do vary based on various factors, such as wireless technology, number of devices and your home environment.

Any speed guarantee and estimate we give is based on the physical connection speed to your router and not the various factors, such as Wi-Fi speeds.

If your speed falls below the minimum guaranteed speed on a daily basis for three continuous days and we can't resolve the issue within 14 days, you may be given the option to receive a discount on your package, downgrade to a different product or cancel the contract without any termination charges.

- 3.6. If, after 14 days following your report of the problem, your download speed still regularly falls below the minimum guaranteed download speed, you can cancel the service without penalty, provided you have followed our reasonable instructions and allowed us to carry out necessary steps to rectify the fault.

#### 4. Equipment provided by us, or our suppliers

- 4.1. We may provide necessary equipment to you, such as a router, which we will own, except for equipment you have paid for, such as Wi-Fi boosters.
- 4.2. To provide the service, we may install, use, modify, replace, or remove necessary equipment in your property, and remotely manage, repair, or upgrade it.
- 4.3. We are responsible for providing the equipment we promised and may offer additional equipment at an extra cost. If you want to buy such equipment, we will confirm the price at the time of order.
- 4.4. We may send you instructions to install certain equipment yourself, or we may send an engineer if needed. We will inform you if an engineer visit is required and if there is an additional charge.
- 4.5. We only support and are responsible for equipment provided by us during the contract period. We cannot guarantee that the services will work with other equipment.
- 4.6. You are responsible for taking care of our equipment, not tampering with it, keeping the original packaging, and following the manufacturer's instructions. If you damage the equipment or lose the packaging, you may need to pay for it.
- 4.7. The equipment may be "as new," meaning it has been refurbished or repackaged but operates as new.
- 4.8. We have a legal duty to supply equipment that is in conformity with this agreement. You must inspect the equipment upon receipt, report any issues within 30 days, and return it if requested.
- 4.9. If you need to return any equipment, you must contact us for instructions. You are responsible for the equipment until we receive it. If we do not receive it, we may charge you for it.
- 4.10. You cannot connect any equipment to our network that may harm it or other customers' equipment or services. If you do, you must immediately disconnect it at your expense or allow us to do so.

#### 5. Sending an engineer to your property

- 5.1. If you need an engineer to visit your property and agree to an engineer visit, someone 18 or over must be present and within the property during the whole time of the engineer visit.

#### Key Points

Any equipment provided to you that you have not paid for, such as a router is on loan to you and owned by us.

We may install, use, modify, replace or remove and necessary equipment in your property to provide the service, and remotely manage, repair or upgrade it.

We only support and are responsible for equipment provided by us during the contract period.

You are responsible for taking care of our equipment, not tampering with it, keeping the original packaging and following the manufacturer's instructions.

We request you inspect any equipment provided by us and let us know within 30 days if there are any issues so we can repair or replace the equipment.

If you need an engineer visit, you'll need to make sure someone 18 or over is within the property during the whole time of the engineer visit.

- 5.2. An engineer fee may apply (which we'll tell you the cost before booking a visit) if:
  - 5.2.1. The engineer can't complete their visit as they can't access the property, equipment or any distribution point; or
  - 5.2.2. If you cancel your engineer appointment within 1 working day of the appointment date; or
  - 5.2.3. The engineer is sent to the wrong address, which was provided by you; or
  - 5.2.4. On attending your property:
    - 5.2.4.1. The property or your equipment is unsafe; or
    - 5.2.4.2. No fault exists on the suppliers' network; or
    - 5.2.4.3. The engineer is prevented from doing any work they deem reasonable; or
    - 5.2.4.4. We have a reasonable belief that the fault was caused by you, your equipment, or your property; or
  - 5.2.5. We perform additional work beyond our standard procedures, such as relocating your telephone master socket.
- 5.3. If you upgrade your service, but don't consent to necessary engineering work, you'll stay on your current service.
- 5.4. We will inform you as early as possible if we have to cancel or change the schedule of an engineer visit.
- 5.5. If engineering work is carried out at your property, this work will not be undone when your contract ends.

## 6. Billing, charges and payments

- 6.1. When you order services from us, we will inform you of the charges, which can also be found in your Contract Summary, welcome pack or on our pricing page. These charges may include fees for installing new equipment or reconnecting to our network.
- 6.2. Each year, your charges will increase, except when we've agreed otherwise with you. We will notify you of the increase and calculate it by multiplying your existing charges by the combined percentage of the Consumer Price Index (CPI) rate figure and 2%. Our full CPI policy can be found on our website ([www.homeunity.co.uk](http://www.homeunity.co.uk)).
- 6.3. You are responsible for paying all charges, including those incurred by anyone who accesses your services.

### Key Points

An engineer fee may apply if the engineer can't get access to the property or any equipment needed to complete the work.

If you cancel your appointment within 1 working day of the scheduled visit date or if you provide us with the wrong address.

An engineer fee may apply if they find your property or equipment to be unsafe, no fault exists on the suppliers' network, the engineer is prevented from doing any work they deem reasonable or we have reasonable belief that the fault was caused by you, your equipment or your property.

We will inform you as early as possible if we have to cancel or change the schedule of an engineer visit.

Your Contract Summary, Contract Information document and welcome pack will set out all the information about your pricing and charges.

Each year we increase our prices in line with inflation

- 6.4. We will bill you within 30 days of your services being activated and then on a monthly basis.
- 6.5. Your bill will cover your services on a pro-rata basis, one month in advance and any usage charges in arrears. If you have had a new service activated by us, it is likely that your first bill will cover your services in arrears, plus one month in advance and be higher than one standard month.
- 6.6. We will send you electronic bills unless you request paper bills, in which case we may charge you an additional fee.
- 6.7. Bills must be paid by Direct Debit. If they are not, we may charge you a reasonable fee to cover our costs. We will collect payments on the date shown on your bill. If payment is rejected, we may charge you a fee.
- 6.8. All charges include VAT, unless otherwise agreed.
- 6.9. If you think your charges are incorrect, you must inform us immediately. You must pay all undisputed charges. We will not suspend or end a service while we investigate disputed charges.
- 6.10. If you do not pay any undisputed portion of your bill by the due date, we may charge you an administration fee or interest on the overdue amount. We may also notify credit reference agencies of your non-payment.
- 6.11. At the end of a service, all outstanding sums and cancellation charges, including those incurred by us from a third party for disconnecting your service, will become immediately due and payable.

## 7. Use of the services

- 7.1. To ensure fair use of our services, you must not use them or allow them to be used for the following:
  - 7.1.1. As a business service, unless agreed in writing. Whilst using the service for business use as a consumer is permitted (e.g working from home), if you are a business and intend on using the service as your business connectivity, you should seek permission before doing so;
  - 7.1.2. Offensive, abusive, indecent, defamatory, obscene, or misleading communications or material;
  - 7.1.3. Downloading, transmitting, or possessing illegal material;
  - 7.1.4. Engaging in criminal or unlawful activities;
  - 7.1.5. Infringing on the rights or property of others, including intellectual property rights and privacy;
  - 7.1.6. Routing or re-routing services on, from, or to our network through unauthorised means;

### Key Points

You will receive your first bill within 30 days of your service being activated, which will likely be higher as you will be billed in arrears, plus one month in advance.

You will be billed one month in advance for all services and any usage charges in arrears.

We will send you electronic bills each month, unless you choose to pay for paper billing.

Your bill will be collected by Direct Debit and you'll need to keep this active or we may charge and additional fee.

If you don't pay any undisputed portion of your bill by the due date, you may be charged an administration fee.

The services are for residential customers and should not be used in any inappropriate manner that could be illegal or harmful in any way.

7.1.7. Use that adversely impacts our network or customers, contravenes our acceptable use policies or general internet standards.

7.2. Our services are broadband only and do not provide any inbound or outbound phone service, including availability to call emergency services unless an additional service has been ordered.

7.3. To ensure network integrity and avoid network degradation, we may need to manage your use of or access to our services, which may impact their quality. While we do not usually measure and shape traffic, we may need to change or manage services in limited circumstances.

## 8. What we both agree to do

8.1. We will make reasonable efforts to provide services with skill and care, but due to the nature of the services, we cannot guarantee their continuous availability or error-free performance. Factors such as geography, atmosphere, or environment may affect service quality.

8.2. While we strive to keep your data and communications secure, circumstances beyond our control may result in unlawful interception. We will investigate any such incidents and advise you on the next steps.

8.3. As a customer, you agree to :

8.3.1. Follow our reasonable instructions about using the services;

8.3.2. Ensure your service address is registered with Royal Mail:

8.3.3. Obtain all necessary consents or permissions for us to provide services, such as permission to lay cables to your home or your landlord's consent if you are a tenant;

8.3.4. Allow us access to install, repair, or carry out maintenance on any of our services:

8.3.5. Allow us or our suppliers access to collect any equipment provided by us:

8.3.6. Inform us if you change your name, address, email address, payment details or any other information we need to know about;

8.3.7. Keep usernames, passwords, and PINs safe;

8.3.8. Not to remove, modify, relocate or tamper with any sockets or equipment relating to the broadband services, such as a telephone socket or Optical Network Terminal (ONT).

8.3.9. Not allow any person or company to repair any part of our services or equipment, unless authorised by us.

### Key Points

Our services are broadband only and do not include any phone service unless an additional phone service has been ordered.

We will make reasonable efforts to provide the services with skill and care, but due to the nature of the services, we cannot guarantee their continuous availability or error-free performance.

You agree to follow our reasonable instructions about using the services.

You agree to obtain necessary consent or permission for us to provide the services and to allow us to install, repair or carry our maintenance on them.

You must let us know if you change any of your contact details, payment information or other important changes.

You must not remove, relocate or tamper with any of our equipment or sockets.

## 9. Adding or removing products

You may add or remove any additional products from your services at any time by giving 30 days' notice.

If you have received a product, such as a Wi-Fi booster as part of a service you remove, you will need to return any equipment to us in line with section 12 Returning Equipment.

## 10. Our right to suspend, restrict or terminate

10.1. We reserve the right to temporarily suspend, restrict or terminate any or all the services, equipment or goods we provide, in the following circumstances:

10.1.1. When there's a network breakdown or maintenance is required;

10.1.2. When you breach or we reasonably suspect you've breached any significant term of your agreement:

10.1.3. When you fail to pay your bill or charges within 2 days of our reminder;

10.1.4. When we suspend or restrict a related service;

10.1.5. When we suspect fraudulent activity related to your services or your payment method.

10.1.6. When it's legally required or required by regulators;

10.1.7. When we're no longer able to provide a service (or any part of it);

10.1.8. When you're abusive, threatening or make unreasonable demands on us, or abuse our processes;

10.1.9. When your usage of the services is excessive compared to a typical customer;

10.2. If we suspend, restrict, or terminate a service, your agreement will remain in effect, and unless we acted under paragraphs 10.1.1, 10.1.6 or 10.1.7.

10.3. We may ask you to cover the reasonable costs we incur for suspending or restricting the services and resuming them, as well as your charges.

## 11. Cancelling an order or service

11.1. If you wish to cancel an order or service from us, you can do so by calling us on 020 7112 8482, by writing to us or completing the cancellation form in section 23.

11.2. If you're transferring to another telephone or broadband provider, we'll accept that you've given us sufficient notice when we receive notice from them.

### Key Points

You can add or remove any additional products by providing 30 days notice.

We reserve the right to suspend, restrict or terminate any or all services, equipment or goods we provide for various reasons as outlined in 10.1. The most likely reason is if network maintenance is required or you pay your bill late,

If we suspend, restrict or terminate any services, your agreement will remain in effect unless for certain reasons as outlined in 10.1.

We may ask you to cover reasonable costs we incur for suspending, restricting or resuming services along with your normal charges.

If you wish to cancel an order or service, the best way is to call us, or you can write to us.

We'll take notice of cancellation automatically if we receive a request to transfer your services to another provider.



11.3. You may cancel your order by contacting us at any point before your services have been activated, or within the first 14 days of your services being activated.

11.4. Any cancellation fees will depend on if your services have been activated and when you joined us. These are as follows:

11.4.1. If you cancel within 14 days of entering into the agreement and:

**11.4.1.1. At least 1 working day before your services are due to be activated:**

11.4.1.1.1. No cancellation fees will apply.

11.4.1.1.2. Any amount paid upfront will be refunded within 10 working days of returning any equipment to us (see section 12 Returning Equipment).

**11.4.1.2. Within 1 working day of your services being activated:**

11.4.1.2.1. A late cancellation fee will apply. This is to cover the late cancellation fee we receive from our suppliers: and

11.4.1.2.2. Any amount paid upfront will be deducted off the total amount due and if you have paid more than the amount due, the difference will be refunded within 10 working days of returning any equipment to us (see section 12 Returning Equipment).

**11.4.2. If you cancel after 14 days of entering into this agreement and prior to your services being activated.**

11.4.2.1. Any monies paid upfront will be non-refundable: and

11.4.2.2. You will need to return any equipment to us (see section 12 Returning Equipment).

**11.4.3. If you cancel within 14 days of your services going live:**

11.4.3.1.1. You will need to pay the full cost to activate the services and;

11.4.3.1.2. You will need to pay for the days the services were activated until they were disconnected or 2 working days after you cancelled, whichever is later.

11.4.3.1.3. Any amount paid upfront will be deducted off the total amount due and if you have paid more than the amount due, the difference will be refunded within 10 working days of returning any equipment to us (see section 12 Returning Equipment).

11.5. If you cancel after 14 days of your services going live:

## Key Points

You can cancel an order up to 14 days after the services have been activated and you won't have to pay for the remainder of the contract.

If you cancel within 14 days and at least 1 working day before your services are due to be activated, no fees will apply and any amount paid upfront will be refunded once any equipment is returned.

If you cancel after 14 days from placing your order and at least 1 working day before your services are due to be activated, any amount you paid upfront will be non-refundable.

If you cancel within 1 working day of your activation date, a late cancellation fee will apply.

If you cancel within 14 days of your services being activated, you'll need to pay for the full installation cost and for the days of service until they are disconnected.

Any amount paid upfront will be deducted off any amount due.

- 11.5.1. If you are within your initial contract term, you will pay 50% of your package price for the remainder of the initial term.
- 11.5.2. After the initial contract term, you can cancel by giving us 30 days' notice.
- 11.5.3. If you do not transfer your services to another provider and we do not receive a request from your new provider to switch over the services, a charge to cover the cost to disconnect the broadband services shall apply.
- 11.6. If you order a new service from us and cancel this service, your new service will be cancelled and will be put back onto the service (or an equivalent) that you were on previously and the minimum period you were on before will still apply.
- 11.7. Unless we tell you otherwise, we will give you 30 days' written notice if we want to end a service outside the minimum period.
- 11.8. You may immediately end your agreement by giving us written notice:
  - 11.8.1. If we break any important term of your agreement and don't fix it within 14 days of being asked to do so, subject to section 17; or
  - 11.8.2. As set out in paragraph 13.2.
- 11.9. We may immediately end your agreement by giving you written notice if:
  - 11.9.1. We're entitled to suspend, restrict or disconnect any, or all, of the services under section 10.1.
  - 11.9.2. We believe your services are being used fraudulently; or
  - 11.9.3. You become bankrupt, enter into an individual voluntary arrangement or anything similar.
- 11.10. If either of us ends a service and/or your agreement:
  - 11.10.1. Any equipment or goods provided or supplied by us may be permanently disconnected or restricted depending on the circumstances e.g. if you haven't paid your bill:
  - 11.10.2. Any credit balance on your account will be used to pay outstanding charges:
  - 11.10.3. If you still have a credit balance after the deductions for outstanding charges, this will be refunded within 10 working days of returning any equipment to us (see section 12 Returning Equipment).

## 12. Returning Equipment

- 12.1. If we replace any equipment due to a fault or you cancel, you must return any equipment provided to you (such as a router) within 14 days of our

### Key Points

If you cancel after 14 days of your services being activated and within the initial contract term, you will pay 50% of your package price for the remainder of the contract.

After your initial contract term has ended, you can cancel by giving 30 days' notice.

If you cancel and we don't receive a request to transfer your services to another provider, a broadband disconnection fee will apply.

If we break any important term of your agreement and don't fix it within 14 days, you may cancel immediately without any cancellation fees.

We may cancel your agreement if we are entitled to under section 10.1, we believe your services are being used fraudulently or you become bankrupt or enter into a individual voluntary agreement.

You will need to return any equipment to us if you cancel.

request. If you don't return the equipment, you'll have to pay the full equipment price, excluding any discounts you've received.

- 12.2. We'll let you know how to return any equipment and provide you with a eco-friendly pre-paid postage label for you to print. If you require a label and bag to be sent to you in the post, a cost will apply for returns bag fee will apply.
- 12.3. Any refund due will be processed within 10 working days of us receiving the returned equipment (or evidence (as we see it) that you've sent it).
- 12.4. If the returned equipment is worth less than its original value due to use, damage or missing power cables, any refund due will reflect this.

### 13. When we make changes to your contract or terms

- 13.1. We reserve the right to make changes to your services, equipment, charges, or agreement due to legal, regulatory, or business reasons. If such changes occur, we will notify you in writing or through an updated notice on our website.
- 13.2. Unless it falls under one of the following circumstances:
  - 13.2.1. A price increase as mentioned in paragraph 8.2,
  - 13.2.2. Administrative changes that do not have a direct negative impact on you, or
  - 13.2.3. Changes imposed by law or regulatory bodies with authority,
- 13.3. We will provide you with at least 30 days' written notice (by letter, email, SMS or through your monthly bill).
- 13.4. In the event that you object to the changes, you may terminate your agreement without any additional charges, except for accrued charges, provided that you contact us (as per section 16) within 30 days of receiving the notification.

### 14. Moving home

- 14.1. If you plan to move house and wish to continue using our services, you must notify us at least 14 days in advance so that we can terminate your old service.
- 14.2. Depending on what contract length you choose at your new home, will depend on any applicable installation fees.
- 14.3. If the technology you are on changes when you move home (for example moving from one network provider to another), you may need to pay for new equipment, such as a router. We will let you know this before you place an order.
- 14.4. While we will make every effort to transfer your services to the new location, if we are unable to transfer all or some of them to a UK address,

### Key Points

We'll let you know how to return any equipment to us and we will send you a pre-paid return label for you to print.

Any refunds due will be processed within 10 working days of us receiving the equipment or proof of postage.

We may make changes to your services, equipment, charges or agreement by providing you with 30 days written notice or where appropriate through an updated notice on our website.

If you object to the changes, unless the change falls under section 13.2, you can cancel the agreement without incurring additional charges.

If you move home and wish to continue with our services, you'll need to give us at least 14 days notice.

You can choose the contract length for your new property and any applicable installation fees will depend on this.

your contract will be cancelled without any additional charges, except for accrued charges.

## 15. Contacting each other

- 15.1. If you can't find the information you need on our website or through our chat service, you can contact us by calling us on 020 7112 8482. We'll need to verify your identity before discussing your account with you, and if you're not the account holder, we may only be able to provide limited information.
- 15.2. If you need to give us written notice for any reason, you can do so at [www.homeunity.co.uk/contact](http://www.homeunity.co.uk/contact) or by post to Home Unity Ltd, 2nd Floor College House, 17 King Edwards Road, Ruislip, London, HA4 7AE.
- 15.3. If we need to get in touch with you, we'll use your billing address, email address, mobile or fixed telephone number, or any other contact method you've requested. If we need to give you written notice, we'll do so by email, SMS, or pre-paid post to the address or number you've provided.
- 15.4. Any notice or document we send you will be considered delivered 48 hours after posting if it's sent by first-class post. Notices sent by SMS or email will be considered delivered when they're sent.

## 16. Matters beyond our reasonable control

- 16.1. If circumstances beyond our reasonable control affect our ability to provide a service or part of it, we may not be able to offer the service or it may be disrupted. In this situation, we can't be held responsible for any resulting issues, and we may have to suspend or end your service or agreement. If we end the service for this reason, you'll only be charged up until the point of termination.

## 17. Resolving problems and complaints

- 17.1. If you encounter any issues with your services, please refer to our help and support pages. If this does not resolve your problem, please contact us as soon as possible. We require the chance to resolve your problem, and we request that you continue to pay your bills during the investigation process.
- 17.2. If you have a complaint, please refer to our Customer Complaints Code ([www.homeunity.co.uk/](http://www.homeunity.co.uk/)). These codes outline how to raise a complaint, what steps are taken to resolve a complaint and how to settle disputes through independent dispute resolution services.

## 18. Liability

- 18.1. We're only liable for losses that could reasonably be expected to occur when we entered into this agreement.
- 18.2. Whether or not losses could reasonably be expected to occur when we entered into this agreement, we're not liable for:
  - 18.2.1. Loss of data or information;

### Key Points

If you need to contact us, the best thing is to use the information on our website before calling us.

If we need to contact you, we'll use your billing address, email address, mobile or fixed telephone number or any other contact method you've requested.

If circumstances beyond our reasonable control affect our ability to provide a service or part of it, we can't be held responsible for any resulting issues.

We require the chance to resolve any problem and request you continue to pay your bills during the investigation process.

Our full customer Complaints Code can be found in the footer of our website [www.homeunity.co.uk](http://www.homeunity.co.uk)

We're only liable for losses that could reasonably be expected to occur when entering into this agreement.

- 18.2.2. Business losses, such as loss of profits or loss of revenue;
  - 18.2.3. Loss of income;
  - 18.2.4. Loss of your time;
  - 18.2.5. Problems caused by other network operators/providers of telecommunications services;
  - 18.2.6. Losses caused by third party services, applications, equipment or goods, content or viruses that you access or use through the services; or
  - 18.2.7. The failure of any alarm or monitoring (including health) system or any other services, applications equipment or goods not provided or supplied by us that you try to run over our network or services.
- 18.3. Our total liability to you shall be limited to £1,000 for any one incident or series of related incidents.
- 18.4. Nothing in these terms excludes or limits our liability for anything we can't exclude or limit by law.

## 19. Call recording and monitoring

- 19.1. We, or our employees and representatives, may monitor or record your communications:
- 19.1.1. For business reasons, such as quality control, training and complaints;
  - 19.1.2. To prevent unauthorised use of our systems;
  - 19.1.3. To ensure our systems operate effectively; and
  - 19.1.4. To prevent or detect crime.
- 19.2. Any communication with us will be stored on file for a period no less than 12 months.

## 20. Privacy and data protection

- 20.1. We prioritise your privacy and are dedicated to safeguarding any information you share with us. Our aim is to be clear about what information we collect and how we use it.
- 20.2. By using our service, you agree to our Privacy Policy (available at [www.homeunity.co.uk](http://www.homeunity.co.uk)), which outlines how we use your information.

## 21. Other important terms

- 21.1. Without our consent, you are not allowed to transfer any part of this agreement or service to any other party.
- 21.2. We have the right to transfer the whole or any part of this agreement or service to any third party.

### Key Points

There are certain things we are never liable for, which can be found in section 18.2.

Our total liability shall be limited to £1,000 for any one incident or series of related incidents.

Nothing in these terms excludes or limits our liability for anything we can't exclude or limit by law.

We, or our employees or representatives may monitor or record your communications with us for various reasons as set out in section 19.1.

Any communication with us will be stored on file for not less than 12 months.

By using our service, you agree to our privacy policy ([www.homeunity.co.uk](http://www.homeunity.co.uk)).

You cannot transfer this contract to anyone without us agreeing to it and completing a name change with us.

- 21.3. Each paragraph in this agreement functions independently. If any court or relevant authority declares any paragraph illegal, the remaining paragraphs will continue to be valid.
- 21.4. If we don't insist on you fulfilling any of your obligations or enforce our rights, or if we delay in doing so, it does not imply that we have given up our rights or that you are exempt from fulfilling those obligations. If we decide not to enforce any of our rights, we will inform you in writing. However, this doesn't mean we'll do the same in the future.
- 21.5. This agreement is exclusively between you and us, and no other person has the right to enforce any of its terms except for us.
- 21.6. The laws of England and Wales govern this agreement, and we both agree to accept the jurisdiction of the English courts, although if you are a resident of Northern Ireland, you may bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may bring proceedings in Scotland.

## 22. Premium Wi-Fi

- 22.1. Our Premium Wi-Fi product helps improve wireless performance around your property by reducing blackspots with the help of additional equipment.
- 22.2. We will supply a Wi-Fi booster along with your router to customers who opt to take the Premium Wi-Fi services.
- 22.3. If the Wi-Fi is still not fully covered in your property, please let us know (see section 15 contacting each other) and we will carry out some initial checks and review your home environment to improve the Wi-Fi connection.
- 22.4. If after this, there are still Wi-Fi blackspots within your property, we will send up to two additional Wi-Fi boosters.
- 22.5. If after receiving the 2 additional boosters you still experience Wi-Fi blackspots, you may be given the following options:
  - 22.5.1. To remove the Premium Wi-Fi package, return your Wi-Fi boosters and receive a credit for 1 month of the Premium Wi-Fi package
  - 22.5.2. Keep your equipment and receive a 50% monthly discount on the Premium Wi-Fi package
- 22.6. The Premium Wi-Fi service can be added or removed at any time in line with section 9. Adding or removing products.

## 23. Social Tariffs

- 23.1. In order to receive a social tariff, you agree that you are in receipt of either universal credit or pension credit at the same address you have ordered services to and the credit account holder name must match the name of the contract holder.

### Key Points

This agreement is exclusively between you and us, and no other person has the right to enforce any of its terms except for us.

Our Premium Wi-Fi product is there to help reduce Wi-Fi blackspots.

One Wi-Fi booster is included in the monthly subscription.

If you experience Wi-Fi blackspots, let us know and if we can't resolve it, we'll send up to two further Wi-Fi boosters.

If you still experience blackspots after this, we may give you the option to remove the Premium Wi-Fi package or receive a monthly discount.

To receive a social tariff, the contract holder must be in receipt of universal credit or pension credit.

- 23.2. We reserve the right to immediately cancel any order where we have reason to believe any social tariff claim is fraudulent, does not meet the criteria as set out in clause 23.1 or sufficient evidence of credits is not supplied within 7 days of the signup date. We will write to you to let you know if this is the case.
- 23.3. No more than once every contract period, we may ask for proof that you are still in receipt of the credits in clause 23.1 and you agree to provide us evidence within 14 days of our request.
- 23.4. If you are no longer in receipt of the credit or do not provide sufficient evidence, you will be moved onto the equivalent tariff at the lowest available price, effective of the next billing period or given the right to cancel without penalty. We will let you know if this is the case and advise you of your new monthly package price no less than 7 days before the change takes effect.

## 24. Terms Applicable to All Home Phone Services

- 24.1. When you order our phone services, we will:
  - 24.1.1. Request to switch your phone number to our network, where possible
    - 24.1.1.1. If we are unable to do this, we will let you know and give you the option of a new number or to cancel the order without penalty.
  - 24.1.2. Assign you a telephone number.
- 24.2. You do not own the telephone number assigned to you. We may need to change your number for several reasons, including if:
  - 24.2.1. a regulator (e.g., Ofcom) requires it;
  - 24.2.2. a new telephone line needs to be provided to your premises; or
  - 24.2.3. you move to a new house.
- 24.3. In such cases, we will try to provide as much notice as possible.

## 25. Digital Line Rental Services

- 25.1. Digital Line Rental uses Voice over IP (VoIP) protocols, which runs over the internet to allow inbound and outbound calls from your handset via the router.
- 25.2. To receive this service, you must have a fixed broadband service from us
- 25.3. As this service runs over the internet, your router must be powered on and be receiving a broadband service to make or receive calls.
  - 25.3.1. In the event of a power cut or broadband loss of service fault, the phone service will not work.

### Key Points

We may cancel your order for a social tariff if evidence of the applicable credits are not sent in 7 days.

Each time you renew your contract, we may ask you for proof you are still receiving the credits. If you no longer receive the credits, you'll be offered an alternative package or be given the right to exit without penalty.

We'll request to switch your number to our network or provide you with a new number where applicable.

Numbers are not owned by you and are not guaranteed to always be available or kept.

Digital Line Rental needs the internet and power to work.

You'll need to receive broadband from us to receive our Digital Line Rental service.

25.3.2. If you are a vulnerable customer and rely on the phone service as your only way of communicating, you must let us know before you order the services.

## 26. Fixed Line Rental Services

- 26.1. Our Fixed Line Rental Service is provided over a copper line from your local telephone exchange to your home.
- 26.2. To receive this service, we will switch your line onto our network.
- 26.3. You do not need to have a broadband service or power to use the phone service, provided your telephone handset does not require power.
- 26.4. In the event of a loss of service fault on the line, you will be unable to make or receive calls.
  - 26.4.1. A network divert can be added to divert calls from your landline to an alternative number whilst the fault is being investigated.
  - 26.4.2. Calls diverted are treated as an outbound call and are chargeable based on your bundle and our standard call rates found on our website.

## 27. Home Telephone Call Rates and Billing

- 27.1. All outbound calls will be charged based on your agreed package and in line with our call rates pricing found at [www.homeunity.co.uk](http://www.homeunity.co.uk).
- 27.2. You can review your bundle usage and call history online at [www.billing.homeunity.co.uk](http://www.billing.homeunity.co.uk).
- 27.3. We calculate our calls based on details logged and recorded by us and other operators which may take up to 60 days.
- 27.4. All calls are billed on a per second basis, rounded up to the nearest penny.
- 27.5. All calls are billed one month in arrears.
- 27.6. We bill our calls based on the rate that was applicable when the call was made.
- 27.7. If you have taken a call bundle that has an allowance of minutes, inclusive minutes will be deducted in one minute increments (with any seconds rounded up to the nearest minute).
- 27.8. All our call packages are subject to a fair use policy, please see our Home Telephone Call Rates for further information.
- 27.9. We may apply restrictions on your telephone line (e.g., for premium rate numbers, texts, or international numbers). You can contact us to request any restrictions to be removed and a deposit may be requested from you.

### Key Points

If you are a vulnerable customer and the house phone is your only way of communicating, let us know before you order the services.

To receive our fixed line services, we'll need to switch your service to our network.

Our call rates and call packages can be found on our website.

You can view your billing usage and call history online.

All calls are billed one month in arrears, on a per second basis, rounded to the nearest penny.

All our call packages are subject to a fair use policy.

We may apply restrictions to premium rate numbers.

You can contact us to request these to be removed and we may ask you to pay a deposit.



## 28. Mobile Terms

28.1. If you are switching to us from another provider and want us to either keep your same number or have a new number and cancel your existing contract, you'll need to provide us with a PAC or STAC code from your current provider.

28.1.1. This code is only valid for a limited time and can only be used once.

28.2. We may need to change your SIM card, telephone number, or network and will inform you if this happens.

28.3. You do not own the telephone number or SIM card assigned to you. You can usually transfer your number to another provider, but there may be technical limitations. We will inform you if this is the case.

28.4. You must not use the mobile service to artificially inflate traffic to any revenue share service.

28.5. If you take a mobile service from us and you are already a broadband or telephone customer, we'll offer you a discounted rate.

28.5.1. If you end your broadband or telephone contract with us and keep your mobile service, any discounted rate will end effective of your cancellation date.

28.6. Any mobile equipment provided is your responsibility once you receive it.

28.7. If your current device is locked to another network, you may need an unlocking code from your current provider.

28.7.1. Entering an incorrect code may permanently lock your device, and we are not liable for this.

## 29. Mobile Call Rates and Billing

29.1. All calls, texts and data will be charged based on your agreed package and in line with our rates pricing found at [www.homeunity.co.uk](http://www.homeunity.co.uk).

29.2. You can review your bundle usage and call history online at [www.billing.homeunity.co.uk](http://www.billing.homeunity.co.uk).

29.3. We calculate our billing based on details logged and recorded by us and other operators which may take up to 60 days, and your bundle usage is updated in order for when the information is received by our network provider.

29.4. All calls are billed on a per second basis.

29.5. All data is billed on a per MB basis.

29.6. All data and premium messages are rounded up to the nearest penny.

29.7. All usage is billed one month in arrears.

### Key Points

You'll need to provide either a PAC or STAC code if you want us to cancel your existing contract.

If we need to change your SIM card, telephone number or network we'll inform you in advance.

If you have other services from us, the discounts offered will only apply whilst you have the SIM and broadband/telephone service.

You may need an unlocking code if your device is locked to another network.

All out of bundle rates can be found on our website.

You can view your billing usage and history online, which can be delayed based on when the networks provide the information.

Usage is billed one month in arrears.

- 29.8. We bill your usage based on the rate that was applicable when the usage happened.
- 29.9. If you have taken a call bundle that has an allowance of minutes, inclusive minutes will be deducted in one minute increments (with any seconds rounded up to the nearest minute).
- 29.10. If you have taken a data bundle that has an allowance of data, inclusive data will be deducted in one MB increments, rounded up to the nearest MB.
- 29.11. All our unlimited packages are subject to a fair use policy, please see our Mobile Rates document at [www.homeunity.co.uk](http://www.homeunity.co.uk) for further information.
- 29.12. We may apply restrictions on your mobile service (e.g., for premium rate numbers, texts, adult content or international numbers). You can contact us to request any restrictions to be removed and a deposit may be requested from you.
- 29.13. If you change your bundle or plan (e.g. up/downgrading or changing tariff), any unused part of your bundle will be lost.
- 29.14. If your SIM card is lost, stolen or used without authorisation, you must pay any charges incurred until it is suspended.
- 29.15. If you use your SIM abroad, roaming charges will apply unless you have taken a roaming bundle. Rates can be found in our Mobile Rates document at [www.homeunity.co.uk](http://www.homeunity.co.uk).
- 29.15.1. Access to overseas networks depends on our agreements with foreign operators and may vary in quality and coverage.
- 29.15.2. If you are near the border of another country's network, you may connect to that network and incur roaming charges for that country.

## Key Points

Your usage is billed at the rate that was applicable when the usage happened.

All our unlimited packages are subject to a fair use policy which can be found on our website.

We may apply restrictions to premium rate numbers.

You can contact us to request these to be removed and we may ask you to pay a deposit.

If your SIM card is lost, stolen or used without authorisation, you must pay any charges until it is suspended.

Roaming fees apply for when using your SIM outside of the UK and can be found on our website.

Access to overseas networks may vary in quality and coverage.

### 30. Cancellation Form

To: Home Unity  
2nd Floor College House,  
17 King Edwards Road,  
Ruislip,  
London,  
HA4 7AE

I hereby give notice to cancel my order for the supply of the following service  
ordered on \_\_\_\_/\_\_\_\_/\_\_\_\_.

\* Delete as appropriate

Service Ordered:

Account Holder Name:

Account Number / Order Number:

Address Line 1:

Address Line 2:

Address Line 3:

County:

Town:

Postcode:

Signature:

(Signature only required if this form is completed on paper)

Date:

### Key Points

If you wish to cancel, we  
recommend that you call  
us.

If you prefer to write to us,  
you can use this  
cancellation form.

This form is in accordance  
with The Consumer  
Contracts (Information,  
Cancellation and Additional  
Charges) Regulations 2013.