

# Andrews & Arnold Ltd

Schedule: Services (general)

Version 1.0

# Schedule: Services (general)

## 1. Applicability

- 1.1. This schedule applies to all services, including the rental or loan of equipment.

*This includes the rental or loan of equipment. See the schedule "Equipment sales, rental, loan, and supply" for additional terms.*

## 2. Definitions

- 2.1. "Acceptable Use Policy" means the acceptable use policy set out on our website.
- 2.2. "Cancelling" an order means asking us not to give effect to an order you have placed, before we have made that service available to you (even if you have not yet used that service).

*Some services are made available to you immediately once we receive your order. For example, VoIP services. If you change your mind, you would need to terminate the service, not cancel the order.*

- 2.3. "Restricting" a service means that we make some parts of the service unavailable or operate at a lower speed.

*This would normally only be done where the restriction will help reduce the effect of some breach of terms (such as a breach of our acceptable use policy). However, if we are unable to contact you, we may use this as a means to get your attention.*

- 2.4. "Suspending" a service means that we stop your service from working, but keep it in a state from which we

can resume it quickly. Suspension does not affect your obligations under this agreement, and does not terminate this agreement.

- 2.5. "Terminating" a service means that we stop supplying your service completely and terminate this agreement in respect of those services. At this point you are no longer liable for further ongoing charges, but must still pay any outstanding invoices, minimum term charges and any termination charges that apply. For some services, such as domains, termination may allow others to take the domain from you. If you wish to reconnect after termination, you will have to ensure your account is up to date, and pay any connection charges that apply and may have to wait for several days before service can be reconnected.
- 2.6. Any reference in the description of a service to a "kilobyte" is to 1000 bytes, a "megabyte" is 1000 kilobytes, a "gigabyte" is 1000 megabytes, and so on.

## 3. Duration

- 3.1. This agreement lasts:
  - 3.1.1. in respect of services with a fixed term (as renewed or extended), until the expiration of that term; and
  - 3.1.2. in respect of other services, until the earlier you or we

terminate it (as permitted elsewhere in this agreement).

#### **4. Dates and times are estimates**

- 4.1. Any date or time we communicate to you in respect of the services, including as to installation or activation, is an estimate.

#### **5. Service access, suspension, and maintenance**

- 5.1. While we will use our reasonable efforts to maintain and operate the services, we make no promises that they will always be available or functioning, nor that they will be fault-free.

- 5.2. We may restrict or suspend all or part of the services if, in our reasonable opinion, you fail to comply with your obligations under this agreement, or if we consider it is necessary to do so:

- 5.2.1. to stop or mitigate any security or integrity incident, threat or vulnerability, or problem or attack affecting our network, equipment, or services (including any network, equipment, or services provided to another customer);

- 5.2.2. to deal with behaviour which, in our reasonable opinion, amounts to misuse of the services or breach of our Acceptable Use Policy; or

- 5.2.3. to comply with a legal obligation.

- 5.3. We will try to make available to you notice of planned maintenance

activity, and we will do this through our status pages.

#### **6. Your obligations**

- 6.1. You must:

- 6.1.1. comply with our reasonable instructions, guidelines and directions about the use of the services, including our Acceptable Use Policy;

- 6.1.2. co-operate with us in all matters relating to the services, and do so in a timely manner;

- 6.1.3. provide any information required by us accurately, comprehensively, in good faith, and in a timely manner;

- 6.1.4. ensure that all equipment which is used in conjunction with the services conforms to all relevant standards or approvals; and

- 6.1.5. keep your account credentials secret, and secure your network and equipment. If you become aware of a compromise, you must immediately change your account password(s) and other security devices and notify us.

#### **7. Payments and invoicing**

- 7.1. You must pay the fees for the services (including any fees such as setup or installation fees, excess construction charges, fees associated with Special Fault Investigations, or charges which are levied against us by a third party arising from your conduct, such as a failure to be present for a scheduled engineer appointment or faults related to your own equipment), in each case as

described on our website or else notified to you, and all other sums due under this agreement.

- 7.2. You must comply with any payment requirements specified for the services, such as maintaining a valid Direct Debit arrangement.

*Some services are only available if you pay by Direct Debit.*

- 7.3. For services which are billed periodically, unless otherwise agreed, payment is due on the first day of each new period, for that next period's services.
- 7.4. We may also charge you at other times:
- 7.4.1. for one-off charges, equipment or other services; and
- 7.4.2. for usage-based services, based on your usage.
- 7.5. If, for any reason, we do not receive your payment in full by the due date, in addition to the remedies available to us under clause 6.4 of the general terms, we may restrict or suspend the services.
- 7.6. If, for any reason, we do not receive your payment in full within 30 days of the due date, we may terminate this agreement or the services.
- 7.7. If we restrict, suspend, or terminate the services or the agreement in accordance with clauses 7.5 or 7.6 of this schedule:
- 7.7.1. we shall not be liable for any losses to you arising from this; and
- 7.7.2. in the case of termination, we are not obliged to reactivate those services. If you wish us to

reactivate the services, and we are willing to do so, we will notify you of the costs associated with doing so, and you can decide at that point whether you wish to proceed.

## 8. Bills and records

- 8.1. We provide bills by email and online access. We do not normally provide printed bills. You can request a printed bill for a fee as detailed on our website.

## 9. Complaints

- 9.1. Our Customer Complaints Code is available on our website. If you wish to complain, you must follow the Customer Complaints Code.

*Our customer complaints code must be followed by all customers that have any complaint, but some aspects (such as ADR) only apply to consumers and small businesses. See the customer complaints code for more details.*

## 10. Service level agreement (SLA)

- 10.1. Unless we agree otherwise in writing with you, we will use reasonable efforts to remedy things which go wrong. Sometimes it can take several days to rectify a fault.
- 10.2. If we are able to arrange a specific SLA with a third party, and you choose to purchase that SLA, we will make use of that SLA to try and fix any fault with the relevant service.
- 10.3. If we are provided with compensation above a nominal amount by a third party, because of its failure to fix a fault relating to

your service, we will pass on that compensation to you if you ask us to. In some cases, compensation may also be passed on automatically.

## 11. Data protection

11.1. References in this clause 11 to a Regulation are to regulation 2016/679/EC as incorporated into English law by the Data Protection Act 2018. References to an Article are to an Article of the Regulation. Capitalised terms in this clause have the meaning defined by the Regulation unless otherwise defined in this agreement.

11.2. You warrant that:

11.2.1. any instructions you give us with respect to the Processing of Personal Data are lawful and will not cause us to breach any law; and

11.2.2. you have complied with, and will, for the duration of our Processing of Personal Data on your behalf, comply with, all applicable data protection laws.

11.3. If, in the course of providing the services, you are a Controller and we are your Processor in respect of any Personal Data, we will:

11.3.1. Process Personal Data in accordance with all applicable law;

11.3.2. Process the Personal Data only on your documented instructions as set out in this Agreement, including with regard to transfers of Personal Data to a third country or an international organisation;

11.3.3. unless prohibited by law, notify you if we are required by any law of the European Union or the law of one of the Member States of the European Union to act other than in accordance with your instructions or if, in our opinion, any of your instructions infringes the Regulation or other Union or Member State data protection provisions;

11.3.4. have your general authorisation to obtain other Processors (“Sub-processors”) and shall respect the conditions referred to in paragraphs 2 and 4 of Article 28 for any such engagement. Subject to the limitations of liability in this agreement, we shall be liable for the acts and omissions of our Sub-processors, and we shall ensure that the Sub-processor contract (as it relates to the Processing of Personal Data) is on terms which are substantially the same as, and in any case no less onerous than, this clause 11;

11.3.5. ensure that persons authorised to Process the Personal Data have committed themselves to confidentiality;

11.3.6. take all measures required pursuant to Article 32;

11.3.7. taking into account the nature of the Processing, assist you, at your cost, by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligation to respond to requests for exercising the Data

Subject's rights laid down in Chapter III of the Regulation;

11.3.8. provide, at your cost, reasonable assistance on written request by you in ensuring compliance with your obligations pursuant to Articles 32 to 36, taking into account the nature of Processing and the information available to us;

11.3.9. at your choice and cost, delete or return all the Personal Data to you after the end of the provision of the services relating to the Processing, and delete existing copies unless UK or European Union law requires storage of the Personal Data;

11.3.10. at your cost and following written agreement as to the details, make available to you all information necessary to demonstrate compliance with the obligations laid down in Article 28, and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you; and

11.3.11. notify you without undue delay if we become aware of a Personal Data Breach for which we are responsible.

11.4. Notwithstanding this clause 11, you are responsible for ensuring that your configuration and use of the services complies with your obligations under data protection law.

## 12. Cancellation

12.1. This clause 12 only applies if you are a consumer.

*If you are not a consumer, you can ask us to cancel an order and, if we agree, we will advise any conditions or costs that may apply.*

12.2. You have statutory rights to cancel an order (and this agreement, as it applies to that order or the services) soon after entering into it. Your cancellation period for services ends at the end of 14 days after the day on which you order the services.

12.3. If you wish to cancel during this period, you must inform us of your decision to do so. You may do so, if you wish, using the model cancellation form available on our website.

12.4. We are not permitted to provide services to you within the cancellation period unless you have made an express request for us to do so. You acknowledge that one order may comprise multiple separate services, which may be performed at different times.

12.5. If you wish to cancel a service having asked us to provide it within the cancellation period, you must pay us for the services we have provided. Where a service has an installation fee, you must pay the full installation fee if we are unable to cancel the installation. You must also return any equipment provided as part of your order.

## 13. Termination

13.1. You may terminate this agreement at any time by notifying us.

13.2. If the service has a minimum term and you wish to terminate within

that minimum term, you must pay an early termination charge as detailed in our published price list.

*The early termination charge is often much less than the cost of continuing with the service for the remainder of the term.*

13.3. If there is a charge for disconnecting or terminating a service, you must pay all such charges as detailed in our published price list.

*Very few services have a disconnection charge.*

13.4. We may terminate this agreement immediately by notifying you if:

13.4.1. we are entitled to do so under this agreement;

13.4.2. you commit a material breach of an obligation under this agreement; or

13.4.3. we reasonably suspect that you cannot, or are not required to, pay your invoices.

13.5. We may terminate this agreement and/or any services at any time and for any reason by giving you reasonable notice of such termination. If we choose to terminate a service under this clause 13.5, we will not charge you a disconnection fee and, if you are within that service's minimum term, we will not charge you an early termination fee.

13.6. We will refund any credit balance relating to or resulting from the services which are terminated, if we receive notice from you asking for this.

*If you pay by Direct Debit, you should receive this automatically, but it is up to you to check and ask us if you do not receive it.*

13.7. Termination or expiration of this agreement or any services shall not affect any rights, obligations or liabilities of either party that have accrued before termination or that are intended to continue to have effect beyond termination or expiration.

13.8. The following clauses of this schedule shall survive termination or expiration of this schedule: 7.7, 13.6 - 13.8, and 14.

## **14. Limitation of liability**

14.1. In addition to the limits of liability in clause 10 of the general terms, you agree that our total liability to you in respect of all breaches of this agreement by us relating to services is a "money back guarantee", meaning the lesser of:

14.1.1. a pro-rata sum of the price you paid for the service(s) to which the breach relates, for the period in which we were in breach of this agreement; and

14.1.2. the amount you paid for those services for the month in which you notified us of the breach, excluding any installation, set-up, fault-repair, or engineer fees, or other non-recurring charges.

*Basically, you get your money back for that service, for the period in question. You don't get any additional compensation.*

14.2. You agree that:

- 14.2.1. this limitation of liability applies to any compensation or damages awarded through our alternative dispute resolution scheme, or any other basis;
- 14.2.2. you must will not seek, or accept, or look to recover from us, any compensation or damages above this limit of liability; and
- 14.2.3. you will neither ask for nor accept compensation for any matter which is not a breach of this agreement.

- 15.3. We will give you at least one month's notice by email or on your invoice if we increase the price of a recurring connectivity, telephony, or mobile data SIM service, other than an increase which falls within clause 15.2. If you do not accept the variation, you must notify us of your objection by following our customer complaints process (as set out on our website). You must ensure that we receive your notice of objection within one month of our notice to you. If we do not receive your notice of objection within this time, you are deemed to have agreed to the variation.

## 15. Varying this agreement

- 15.1. We will post a notification on our online status pages if we vary the functionality of a service or withdraw a service. If we withdraw a service, we will not charge you any early termination fee or disconnection charge in respect of that service.
- 15.2. We will update the relevant page on our website if we increase:
  - 15.2.1. a "list price", such as the price for making a call;
  - 15.2.2. the price of a service (other than connectivity, telephony or mobile data SIMs); or
  - 15.2.3. any price which is limited to us passing on an amount equal to any increase in the rate of Value Added Tax or any other directly and specifically applicable taxation charge or regulatory levy imposed by mandatory provisions laid down by government or regulatory authorities, payment of which is compulsory.

*We typically decrease prices, or offer you more for your money (such as increased broadband quotas), but we need to have a mechanism in place just in case we do need to increase prices (e.g. if BT increased its charge for VDSL*