



YORCOMS CUSTOMER TERMS AND CONDITIONS

These terms and conditions apply to all residential customers when they take services from us. There are additional terms and conditions that apply when you take any service from us, including those set out below.

We've tried to make these terms and conditions as easy to understand as possible. However, if you have any queries that aren't answered here, please see the help pages at our website at <https://www.yorcoms.net>

These terms and conditions replace all previous versions and were updated on 17th September 2018.

1 INTRODUCTION

- 1.1 Our official company name is Yorcoms Telecom Ltd and our official Registered Address is Community House, Portholme Crescent, Selby, North Yorkshire, YO8 4QQ. Our company registered number is 11190211 and our registered VAT number is GB 288 5824 45. We provide Telephony, Broadband, Public WiFi and various Data Network Services.
- 1.2 Your agreement:
 - (a) starts when we accept your first order for a service from us and ends as set out in paragraph 15; and
 - (b) consists of these customer terms and conditions and any applicable service terms and conditions outlined below:
 - (i) Yorcoms Telephony Terms & Conditions;
 - (ii) Yorcoms ADSL/ADSL2+ and FTTC Broadband Terms & Conditions
- 1.3 Certain services may be provided as a bundle, whilst other services may be provided on a standalone basis. Unless we tell you otherwise, our mobile service will never be bundled with another service.
- 1.4 If you can't access a document referred to in these customer terms and conditions, you can request a copy by contacting us (see paragraph 19 below).

2 ORDERING SERVICES FROM US

- 2.1 If you order services from us:
 - (a) you confirm you're at least 18 years old; and
 - (b) we may:
 - (i) ask for proof of identity and address; and
 - (ii) carry out credit and identity checks on you.
- 2.2 We try to complete orders as soon as possible but delays may occur, which we'll tell you about as soon as we can.
- 2.3 Some services (or certain parts) may not be available to you (e.g. if you fall outside the reach of, or are not connected to, our network, the services at your location don't meet our minimum performance requirements, we consider it too difficult to provide you with the services (which we'll usually determine after completing a site survey) or if you try to use a device abroad). We'll tell you if this applies to you.
- 2.4 We may need to perform tests to check whether services are available to you and we may need to temporarily deactivate your telephone line whilst we do this. We'll tell you before we do this.
- 2.5 If we transfer your service from or to another provider, you may experience a temporary loss of your services.

- 2.6 If you ask us to port your telephone number from or to another provider, we'll try to do this wherever possible. If we can't, we'll tell you your options.

3 CHANGING YOUR MIND

- 3.1 You may cancel your order by contacting us (see paragraph 19 below):
- (a) in the first 20 days after our acceptance of your order; or
 - (b) if you've ordered equipment, such as a set top box, a powerline adapter or a mobile device, in the first 14 days after receipt of such equipment.
- 3.2 If you do cancel, you must return any equipment provided to you (such as a router) within 14 days of cancellation. If you don't return the equipment, you'll have to pay the full equipment price, excluding any discounts you've received (if you subsequently return the equipment, we'll refund any amount you've been charged for it).
- 3.3 We'll advise how to return equipment when you cancel. You'll be responsible for the cost of return.
- 3.4 If the returned equipment is worth less than its original value due to use or damage, your refund will reflect this. If you've opened the packaging of a mobile device, this may reduce its value.
- 3.5 If you follow the above cancellation procedure, you'll receive a refund:
- (a) within 14 days of your cancellation; or
 - (b) if we've sent you equipment, within 14 days of us receiving the returned equipment (or evidence that you've sent it).
- 3.6 Please note:
- (a) we may have discounted certain equipment or services or provided them for free. If so, and we still have to pay someone else for these (e.g. we have to pay Openreach, who we rely on for certain services, a fee for installing a new line at your premises) you may have to pay us the difference between what you paid and what we have to pay;
 - (b) if you asked us to provide a service before the end of the applicable cancellation period stated in paragraph 3.1 above, you must pay for any service you receive up to disconnection of that service;
 - (c) if you want to cancel outside the applicable cancellation period stated in paragraph 3.1 above, you must do so in accordance with paragraph 15; and
 - (d) if you order a new service from us before the minimum period of the service that you are currently on has ended and you then change your mind, you 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.

4 WHEN A SERVICE STARTS AND ENDS

- 4.1 A service starts on the date it goes live and ends as set out in this agreement.
- 4.2 Some of our services have a minimum period starting from your go live date, which will be no longer than 12 months and which we'll tell you about when you order. This means:
- (a) you may be charged a fee to compensate us for our losses if you end the service before the end of that minimum period. Fees may include any or all of the following:-
 - i) The Broadband/FTTC and Line Rental Subscriptions outstanding for the remainder of your Contract Period
 - ii) Any Fees incurred by Yorcoms from our suppliers as a result of your cancellation, with an additional £25.00 (inc VAT) Administration charge for each fee passed on to you



- iii) The Recommended Retail Price of any piece of Yorcoms owned equipment not returned in clean and full working condition, along with all original packaging.
 - (b) if you've paid a reduced charge, or no charge, for certain equipment and the service ends before the end of the minimum period, you may be charged the full price for the equipment, excluding any discounts you've received.
- 4.3 If we agree to renew or upgrade any service, a new minimum period may apply from the date of your renewal or upgrade. We'll tell you if this is the case.

5 ENGINEER VISITS

- 5.1 If you agree to an engineer visit, someone over 18 must be present.
- 5.2 We may charge a fee (the cost of which we'll tell you about before the visit) if:
- (a) the engineer can't complete their inspection as they can't access the property or equipment;
 - (b) on inspection:
 - (i) the property or your equipment is unsafe;
 - (ii) we determine that no fault exists; or
 - (iii) we reasonably believe a fault was caused by you, your equipment or your property; or
 - (c) we have to undertake work over and above what we would usually carry out (e.g. we have to move your telephone master socket or, you don't consent to this work, and we can't provide the relevant service).
- 5.3 If you ask us to upgrade a service, but don't consent to necessary engineering work, you'll stay on your current service.
- 5.4 You may re-schedule an installation visit once without incurring a fee as long as you tell us by any deadline we give you. If you cancel an installation visit, we may charge a fee, which we'll tell you about before you cancel.
- 5.5 If we need to cancel or change the time of an engineer visit, we'll give you as much notice as we can.
- 5.6 If we perform engineering work at your property, we won't reverse this work when your services end.

6 USE OF THE SERVICES

- 6.1 You may not use your services, or allow your services to be used:
- (a) for business purposes, unless otherwise agreed in writing;
 - (b) to send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive;
 - (c) to download, possess or transmit in any way illegal material;
 - (d) to engage in criminal, illegal or unlawful activities;
 - (e) to violate or infringe the rights or property of any person, including rights of copyright and any other intellectual property rights, privacy or confidentiality;
 - (f) to intentionally impair or attempt to impair, without authorisation, the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data;
 - (g) via a device allowing the routing or re-routing of such services on, from or to our network; or

- (h) in such a way, or in such amount, that will have an adverse impact on our network (or any part of it), our customers or our brand or that contravenes any of our applicable acceptable use policies or general internet standards.
- 6.2 All of our services that enable you to make calls allow you to access the emergency services by dialling 112 or 999. The identity of your telephone number will be sent to the emergency services when we set up your telephone line and if you contact them.
- 6.3 Our services are provided to many customers and we owe them a duty to preserve our network integrity and to avoid network degradation. Although we don't normally measure and shape traffic, if we consider it necessary we may, in limited circumstances, have to change the services, or manage your use of, or access to, the services as we see fit. This may impact the quality of the services.
- 6.4 Certain services are provided by third parties (e.g. the Netflix service). To use these services, you may need to accept their terms and conditions.
- 6.5 If you ask us, we'll exclude your details from national directories and directory enquiry services.

7 EQUIPMENT PROVIDED BY YORCOMS

- 7.1 To receive a service you may need to use certain equipment provided by us (e.g. a router). You agree that we can:
 - (a) install, keep and use such equipment at your home;
 - (b) enter your premises for the connection, maintenance, modification, replacement or removal of such equipment; and
 - (c) if applicable, connect remotely to your equipment to manage, repair or upgrade it.
- 7.2 We only provide the equipment we tell you we'll provide. Other equipment may be available from us at an additional cost. If you want to buy any equipment for an additional cost, we'll:
 - (a) confirm the price when you order; and
 - (b) give you with a 12-month warranty, unless we tell you otherwise.
- 7.3 We're only responsible for, and can only support, equipment provided by us. We can't guarantee that the services will work with other equipment.
- 7.4 You must look after our equipment and not tamper with it, keep all original packaging and store and use it in accordance with the manufacturer's instructions. If you damage it or the packaging is lost, you may need to pay for it. You may need to return our equipment to us and we'll tell you if this is the case.
- 7.5 Our equipment may be 'as new', which means it's been refurbished or repackaged but looks and operates as if new.
- 7.6 We're under a legal duty to supply equipment that is in conformity with this agreement. Any equipment we send you will be as described. You must inspect equipment on receipt and tell us about any issues within 30 days. We'll tell you what to do next. If we ask you to return equipment, you must do so within 30 days of our request. We'll send you a pre-paid bag in which to return the equipment. We'll charge you for any equipment we don't receive within 30 days of our request.
- 7.7 We may ask you to install certain equipment yourself, in which case we'll send you instructions. If you can't, or don't want to do this yourself, we'll send an engineer if you ask for one. Other equipment needs to be installed by an engineer. We'll tell you if this applies. We may charge for these engineer visits, which we'll tell you about before the visit.
- 7.8 If you need, or are required, to return any equipment to us, and are unsure how to do this, please contact us (see paragraph 19 below). You're responsible for this equipment until we receive it. If we don't receive it, we may charge you for it.
- 7.9 You may not connect equipment to our network that may harm it or other customers' equipment or services. If you do, you must immediately disconnect it, or allow us to, at your expense.

8 WHAT WE BOTH WILL DO

- 8.1 We'll use reasonable skill and care in providing the services but, given the nature of the services, we cannot guarantee that they will be continuously available or error free (e.g. there may be geographical, atmospheric or environmental factors that affect the services).
- 8.2 We try to keep your data and communications secure; however, for reasons beyond our control, these may be unlawfully intercepted. If they are, we'll investigate and advise on next steps.
- 8.3 You must:
- (a) comply with our, and our representatives', reasonable instructions about the services;
 - (b) have all necessary consents or permissions required for us to provide a service (e.g. permission to lay cables from the street to your home or, if you're a tenant, your landlord's consent);
 - 4 (c) tell us if you change your name, your address, your email address, your payment details or anything else which we may need to know about;
 - (d) keep usernames, passwords and PINs safe; and
 - (e) use our services in accordance with any applicable fair use policies we tell you about.
- 8.4 Whilst any anti-virus software or other security features provided by us should be effective, we can't guarantee they always will be. You should back up your data to protect against loss or corruption.

9 CHARGES AND PAYMENT

- 9.1 We'll tell you the charges for the services when you place your order, or they'll be as detailed in any applicable service terms and conditions or on our website. These charges may include a charge for:
- (a) installing a new line at your premises;
 - (b) connecting you to our network; and
 - (c) re-connecting you to our network if you've been disconnected.
- 9.2 You're responsible for paying all charges that you, and any person accessing your services, incur.
- 9.3 We, or a third party on our behalf, will send you a bill for services, usually within 30 days of them starting. After that, we'll usually bill you monthly.
- 9.4 We normally send bills in advance except for usage charges (e.g. call charges), which are billed after they're incurred. Charges for periods of less than a month are calculated on a pro-rata basis.
- 9.5 You'll receive bills in electronic form, unless you tell us you want paper bills. If you choose paper, we'll charge you an additional amount, which we'll tell you about when you request the change.
- 9.6 Bills must be paid by direct debit. If they're not, we may charge you a reasonable fee to cover our costs. We'll collect payments on the date shown on your bill. If payment is rejected, we may:
- (a) charge you a reasonable fee to cover our costs; and
 - (b) lower your credit limit with us.
- 9.7 All charges include VAT, unless otherwise stated or agreed.
- 9.8 If you think your charges are wrong, you must tell us immediately so that we can investigate. You must pay all undisputed charges. We won't suspend or end a service whilst we investigate disputed charges.

- 9.9 If you don't pay any undisputed part of your bill by the due date, we may charge a reasonable administration fee or interest on the overdue amount at 4% a year above the base rate of Barclays Bank plc from time to time. Interest shall accrue daily from the due date to the date of actual payment, whether before or after a court judgment; and
- (a) notify credit reference agencies of your non-payment.

- 9.10 At the end of a service, all outstanding sums and any cancellation charges, including those we may incur from a third party for disconnecting your service, will become immediately due and payable.

10 CREDIT CONDITIONS

- 10.1 If we're unsure of your credit history, we may ask you for a deposit or impose credit conditions.

If you don't pay this deposit or you break these conditions, we may:

- (a) require you to make a payment to pay off any unpaid charges or to cover future charges;
 - (b) place, or change, a credit limit on your account; or
 - (c) suspend, restrict or disconnect your services.
- 10.2 We may keep your deposit until your agreement ends and may use it at any time to pay unpaid charges. We don't pay interest on deposits.
- 10.3 If you exceed a credit limit, you'll be liable for all charges, including those exceeding your credit limit. If you'd like to discuss increasing your credit limit, please contact us (see paragraph 19 below).
- 10.4 We may also set, or change, a credit limit, if your usage is significantly different to a typical customer.

11 PROMOTIONS

- 11.1 Where we offer promotions, there may be additional terms and conditions that apply, which we'll tell you about when you order. By taking these promotions, you agree to these additional terms and conditions.
- 11.2 Unless you tell us 48 hours before the end of your billing period, you may be charged for the following month as well.

12 CALL MONITORING

- 12.1 We, or our representatives, may monitor or record your communications:
- (a) for business purposes, such as quality control and training;
 - (b) to prevent unauthorised use of our systems;
 - (c) to ensure effective systems operation; and
 - (d) in order to prevent or detect crime.

13 OUR LIABILITY TO YOU

- 13.1 We're only liable for losses that could reasonably be expected to occur when we entered into this agreement.
- 13.2 We're not liable for:
- (a) loss of data or information;
 - (b) business losses;
 - (c) loss of income;
 - (d) loss of your time;

- (e) problems caused by other network operators/providers of telecommunications services;
- (f) losses caused by third party services or goods, content or viruses that you access through the services; or
- (g) the failure of any alarm system that you try to run over our network or services.

13.3 Our total liability to you shall be limited to £2,500 for any one incident or series of related incidents.

13.4 Nothing in these terms excludes or limits our liability for anything we can't exclude or limit by law. See paragraph 22 for further information about your rights.

14 OUR RIGHTS TO SUSPEND, RESTRICT OR DISCONNECT THE SERVICES

14.1 We may suspend, restrict or disconnect any, or all, of the services if:

- (a) our network breaks down or needs maintenance;
- (b) you break or we reasonably suspect that you've broken any important term of your agreement (e.g. paragraph 6.1);
- (c) you fail to pay your bill or any charges within 7 days of our reminder;
- (d) we're required to for legal or regulatory reasons;
- (e) we're no longer able to provide a service (or any part of it);
- (f) you're abusive or threatening, make unreasonable demands on us, including on our time, or abuse our processes;
- (g) we suspend or restrict a related service;
- (h) your usage of the services is in excess of what we'd expect from a typical customer;
- (i) we believe your services or your credit or debit card have been used fraudulently.

14.2 Where we suspend, restrict or disconnect a service, your agreement will continue and, unless we've suspended, restricted or disconnected under paragraphs 14.1(a), 14.1(d) or 14.1(e), we may require you to pay:

- (a) our reasonable costs for suspending or restricting the services and resuming them; and
- (b) your charges.

15 HOW EITHER OF US CAN END A SERVICE OR YOUR AGREEMENT

15.1 If you want to end a service or your agreement with us, please contact us (see paragraph 19 below). If any service is in its minimum period, you may have to pay a fee as set out in paragraph 4.2. If you want to cancel your order with us, please follow the procedure in paragraph 3 above.

15.2 If you want to end a service or your agreement with us outside the minimum period you will have to contact us in writing or by Email to give 30 days' notice; however, 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. Unless we tell you otherwise, we will give you 30 days' written notice if we want to end a service outside the minimum period.

15.3 You may immediately end your agreement by giving us written notice:

- (a) if we break any important term of your agreement and don't fix it within 45 days of being asked to do so, subject to paragraph 20; or
- (b) as set out in paragraph 16.2.

15.4 We may immediately end your agreement by giving you written notice if:

- (a) we're entitled to suspend, restrict or disconnect any, or all, of the services under paragraphs 14.1(b), 14.1(c), 14.1(d), 14.1(e), 14.1(f), 14.1(g) or 14.1(h);
- (b) we believe your services are being used fraudulently; or

- (c) you become bankrupt, enter into an individual voluntary arrangement or anything similar.

15.5 If either of us ends a service:

- (a) any unused goodwill credits will be used to pay outstanding charges on your account. If any remain after we've accounted for all outstanding charges, the goodwill credits will be cancelled; and
- (b) any positive credit balance will be used to pay outstanding charges on your account. If you still have a positive credit after the deductions for outstanding charges, we'll tell you how to claim it. If you don't claim your balance within 12 months of your service ending, you'll no longer be able to claim it.

15.6 Certain services are dependent on other services (e.g. you can only take our TV service if you continue taking our broadband service). If we or you end one service we may need to end another. If this is the case, we'll tell you.

16 MAKING CHANGES

16.1 We may need to change your services, equipment, charges or agreement for legal, regulatory or business reasons. If so, we'll tell you about this in writing or by publishing a notice or updated terms and conditions on our website.

16.2 If a change is to your material detriment, we'll give you at least 30 days' written notice (by letter, email, SMS or via your monthly bill). If you object, you may end your agreement without charge (other than accrued charges), provided you contact us (see paragraph 19 below) within 30 days of receiving the notification. If the change is to your mobile agreement, you may only end your mobile agreement as this is a standalone agreement, unless we've told you otherwise.

17 MOVING HOUSE

17.1 If you're moving house and want to continue using the services, you must tell us at least 14 days before so we can cancel your old service. Further important information is available on our website, including that we may need to start you on a new contract and there may be an additional charge.

17.2 We'll try our best to transfer the services but, if we can't transfer some or all of them, and any are in the minimum period, you may have to pay the charges to the end of the minimum period.

18 HOW WE USE YOUR INFORMATION

18.1 We take privacy very seriously. We're committed to protecting and preserving any information you give to us and to being transparent about what information we hold and how we use it. We'll only use your information in accordance with our Privacy Policy, details of which can be found on our website at www.yorcoms.net/help/terms-conditions-policies which you agree to by ordering or using a service.

19 CONTACTING EACH OTHER

19.1 If you can't find what you're looking for on our help pages at www.yorcoms.net or by chatting to our online chat agents, you can contact us by telephoning Customer Services on freephone 0330 122 1095. We will need to verify your identity before we can speak to you about your account. If the person contacting us is not the account holder, we can only provide limited information. If you want to write to us, or if any paragraph in your agreement requires you to give us written notice, you can do this at www.yorcoms.net/contact or by post to Yorcoms Customer Services, Community House, Portholme Crescent, Selby, North Yorkshire, YO8 4QQ.

19.2 If we need to contact you, we'll use your billing address, email address, mobile or fixed telephone number or any other method requested by you. If we must give you written notice, we'll do so by email, SMS, hand or pre-paid post to the address or telephone number you've provided to us.

19.3 Any notice or document will be deemed to be delivered immediately (if delivered by hand) or 48 hours after posting (if sent by first class post). Notices given by SMS or email shall be deemed to be delivered when they're sent.

20 MATTERS BEYOND OUR REASONABLE CONTROL

20.1 We may not be able to provide a service (or part of a service) or, your service may be affected, due to something beyond our reasonable control. In this scenario, we can't accept responsibility for what happened and we may need to suspend or terminate your service or agreement. If we terminate under this paragraph 20, you'll only be charged up to the point of termination.

21 RESOLVING PROBLEMS AND COMPLAINTS

21.1 If you're experiencing a problem with your services, see the help pages on our website. If this doesn't help, please contact us (see paragraph 19 above) as soon as possible. You must give

us the opportunity to resolve your problems and continue to pay your bills whilst we investigate.

21.2 If you have a complaint, our Customer Complaints Policy, details of which can be found on our website at www.yorcoms.net/terms-conditions-policies. This policy explains how you can complain to us, what you need to do to claim compensation and, if you're still unhappy, how you can settle your dispute by contacting an independent dispute resolution service (i.e. the Ombudsman's Service) or the European Commission's Online Dispute Resolution Platform. Please note, you have additional rights as detailed in the Your Other Legal Rights section below.

22 YOUR OTHER LEGAL RIGHTS

22.1 In addition to the rights set out in your agreement and your right to compensation, you have other legal rights, including:

(a) in relation to goods and digital content that are faulty or not as described:

(i) the 30 day short-term right to reject;

(ii) the right to a repair or replacement;

(iii) the right to a price reduction; or

(iv) a final right to reject;

(b) in relation to services that are not performed with reasonable skill and care:

(i) the right to ask for repeat performance; and

(ii) if repeat performance is impossible, or not done within a reasonable time without inconvenience, the right to a reduction in price; and

(c) the right to bring a claim for breach of contract for 6 years from the date of breach.

22.2 The legal rights noted in this paragraph are the main legal rights we think you need to know about when you take our services but you have many other legal rights. The above does not constitute legal advice. If you need further advice, you should seek independent legal advice or contact your local Citizens' Advice Bureau or Trading Standards office.

22.3 Nothing in your agreement or your right to compensation affects these legal rights.

23 OTHER IMPORTANT TERMS

23.1 You may not transfer the whole or any part of this agreement or service to anyone else without our written consent. We can transfer the whole or any part of this agreement or service to any third party.



- 23.2 Each paragraph in this agreement operates separately. If any court or relevant authority decides that any paragraph is unlawful, the remaining paragraphs will remain in full force and effect.
- 23.3 If we fail to insist that you perform any of your obligations under this agreement, or if we don't enforce our rights against you, or if we delay in doing so, that won't mean we've waived our rights against you or that you don't have to comply with those obligations. If we choose not to enforce any of our rights, we'll tell you in writing. This doesn't mean we'll do the same in the future.
- 23.4 This agreement is between you and us. No other person shall have any rights to enforce any of its terms except for our group companies.
- 23.5 This agreement is governed by the laws of England and Wales. We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you're a resident of Northern Ireland you may bring proceedings in Northern Ireland, and if you're a resident of Scotland, you may bring proceedings in Scotland.



YORCOMS TELEPHONY TERMS AND CONDITIONS

These are our telephony terms and conditions which, together with our customer terms and conditions, apply to all residential customers when they order telephony services from us.

1 ELIGIBILITY

- 1.1 To take telephony services from us, you must take a fixed telephone and broadband line from us.

2 OUR TELEPHONY SERVICE

- 2.1 When you take telephony services from us, we'll:
- (a) switch you onto our network;
 - (b) provide a fixed telephone and broadband line to you; and
 - (c) provide you with a telephone number.
- 2.2 You don't own any telephone number allocated to you. We may have to change this telephone number for various reasons, including if:
- (a) we're instructed to by a regulator (e.g. Ofcom);
 - (b) we need to provide a new telephone line to your premises; or
 - (c) you move house.

If this is the case, we'll try to give you as much notice as possible.

3 ADDITIONAL CHARGES INFORMATION

- 3.1 Calls are:
- (a) charged based on your agreed package and in accordance with our pricing which can be found on our website.
 - (b) calculated using details of calls logged and recorded by us and other operators, which can take up to 90 days;
 - (c) charged based on the rate applicable when the call was made; and
 - (d) charged, and inclusive minutes deducted, in one-minute increments (with any part minutes rounded up to the nearest minute). Individual charges are rounded up to the nearest penny.
- 3.2 If your package has inclusive call minutes:
- (a) you can only call someone else for one hour at a time, after which standard charges will apply; and
 - (b) any unused minutes from one month can't be carried forward.
- 3.3 You can make free calls to other Yorcoms landline customers as long as you:
- (a) call for no more than three hours at a time, after which standard charges will apply;
 - (b) only call telephone numbers starting 01, 02 and 03; and
 - (c) don't use a call divert facility.
- 3.4 We may place certain restrictions on your telephone line (e.g. in relation to premium rate telephone numbers or texts, or on international telephone numbers). See our help pages website for further details. If you want restrictions removed, please contact us (see paragraph 19 above).



YORCOMS ADSL/ADSL2+ and FTTC BROADBAND TERMS AND CONDITIONS

These are our ADSL/ADSL2+ and FTTC (Fibre To The Cabinet) Broadband Services (“The Services”) terms and conditions which, together with our customer terms and conditions, apply to all residential customers when they order any of The Services from Yorcoms.

1 WHAT YOU NEED TO DO

- 1.1 If you’re transferring to us from another provider, there may be charges that you’ll need to pay, which we’ll tell you about in advance.
- 1.2 You need to have a computer or suitable mobile device to receive any of our Broadband services.
- 1.3 We may need you to install software on your computer; although we won’t call and ask you to do this unless you’ve requested this. You should save and back up any data before installing this software. The software will give us access to your computer so that we can diagnose and fix any problems you may experience. If you don’t install the software, we may not be able to resolve such problems and we won’t be responsible for any issues you may experience because of this.
- 1.4 You or we may need to modify your computer settings to make it work with The Services. You should check these modifications don’t invalidate any computer warranty you may have. If they do, we won’t be liable for any modification carried out by you, us or our representatives.

2 WHAT ELSE WE NEED TO TELL YOU

- 2.1 When you order The Services, we’ll give you an estimate of the upload and download speeds you can expect. For broadband and fibre services, upload speeds will always be slower than download speeds.
- 2.2 If our estimates are below our minimum requirements, we won’t be able to provide The Services to you.
- 2.3 We’ll try to ensure you get the estimated speeds; however, we can’t guarantee this. It may take up to two weeks from installation for your speeds to stabilise. If, after this period, you’re constantly getting significantly lower speeds, contact us (see paragraph 19 above) so we can try to help. If there’s a fault, we’ll take reasonable steps, and you must take any reasonable steps we ask you to take, to correct such fault. If, after this, for the broadband or fibre service your speeds are still below the ‘minimum guaranteed access line speed’, you may cancel the service without liability. The ‘minimum guaranteed access line speed’ is the fastest speed achieved by the bottom 10% of similar customers (e.g. if there are 10,000 customers like you, then we’d compare you with the 1,000 customers who get the lowest speeds and the minimum speed would be the fastest speed of those 1,000 customers).
- 2.4 If we give you access to an email account and an email address:
 - (a) you don’t own them;
 - (b) we may need to change your email address; and
 - (c) if you leave us, you can’t keep them.
- 2.5 If you don’t log into your email account for 180 consecutive days, we may close your account. We’ll try to tell you before we do this.
- 2.6 We may need to block access to, or delivery of, any apparently unsolicited communications (e.g. spam). We may also use virus screening technology that deletes or alters emails or attachments.
- 2.7 If we provide storage space on our systems, we may impose limits, which we may vary from time to time (e.g. on the number of email accounts available, the number of emails you can store or the size of attachments you can send). We may reject or delete material that exceeds your limits.