

## Next Vision

### RESIDENTIAL CUSTOMER BROADBAND TERMS AND CONDITIONS

#### INTRODUCTION

These terms and conditions (the “**Terms**”) are valid and applied for residential Customers when they decide to purchase Next Vision broadband Services and sign the relevant Order Form. Broadband is a non-dedicated internet access connection between your premises and the local exchange. It is variable bandwidth, asymmetric, meaning faster for downloads than for uploads, and subject to contention with other users.

The usage of our Services will be governed by these Terms which set out the basis on which we will provide broadband Services to you and form the contract between you and Next Vision. Please read these Terms carefully, as you agree to be bound by them when you purchase broadband Services from us.

We have worked hard to make these Terms easy to understand. If you have any queries about these Terms or your rights under these Terms, please contact us at [info@Next-Vision.co.uk](mailto:info@Next-Vision.co.uk).

#### 1. PARTIES

This Agreement is made between:

- a) Next Vision Ltd, (Company Number : 11357735) whose registered address in Horton House 5th Floor, Exchange Flags, Liverpool, England, L2 3PF (“**Next Vision**” the “**company**” “**we**” or “**our**”); and

b) You, the named individual on the Order Form being the individual purchasing the broadband Service for residential use (the “**Customer/s**” or “**you**”).

## **2. DEFINITIONS:**

**Account:** the Customer’s account with Next Vision for the provision of Services and/or Equipment under the Contract.

**Activation Date:** The date from which the charges for the Service start, being the date on which the Service is tested and the link goes live.

**Order Form:** the purchase order form that the Customer signs which details the duration, cost and particulars of the Service which will be provided in accordance with these Terms.

**Set-up Cost:** A cost paid upfront by the Customer to cover the Service connection, activation and any other related Equipment if applicable.

**Cooling Off Period:** The right of the Customer to cancel the agreement during a specific period without paying any fees, as further detailed in clause 8.

**Equipment:** Any hardware provided by the company to the Customer as stated in the signed purchase order for purpose of providing the Service (such Equipment may either be purchased on full or may remain the property of the company for the duration of the Service and returned at the end of the Service).

**Internet Provider:** The third party company which provides the direct network connectivity used in the provision of the Service, whereby such third party owns the

telecom infrastructure and which carries the installation of fibre and/or other means of connectivity to the Premises.

**Minimum Term:** The length of the minimum term of your service as shown on your Order Form, starting from your Activation Date. This is the minimum amount of time where the Customer must pay for the broadband service, unless you or the company is allowed to end the term earlier.

**Service:** The implementation and maintenance of residential broadband connectivity directly to the Customer's premises for the duration of the Service subject to these Terms.

**Premises:** Means the residential address that the Customer informs to the Company is the correct address for installation of the Service.

### **3. PROVISION OF THE SERVICE**

In accepting the provision of the Services, the Customer's obligations are as follows:

- 3.1 The Customer shall confirm that he/she is at least 18 years old and has the authority to order the Service to the premises he asked to be provided with the Service and you have obtained all necessary consents to use. The company may ask the Customer to provide proof of identity, proof of address such as utility bill, or any identity verification and credibility check may be carried out by the company.
- 3.2 The Customer must provide adequate access to the Premises based on the pre-arrangements with the technical team in order to install the Service.

- 3.3 The connection provided shall be used for private use only, and shall not be used for any other purpose (e.g. for business use or for the purposes of re-routing or re-distribution of the Service to another premises). For the avoidance of doubt, and the Customer will be liable for any illegal usage of the Service.
- 3.4 The Customer shall not use the Service in any way that will result in illegal or nuisance activity, such as the sending of spam messages or sending viruses to or through the relevant network due to infection of the Customer's computer. In such cases, the Service provided may be restricted by the company due to the negative impact it may have on the Company and other stakeholders.
- 3.5 The Customer is responsible for keeping all username/s and password/s provided in relation to their Account secure and confidential and shall not share such information with any other person.

#### **4. Service Activation and early deactivation**

- 4.1 On the date which is agreed in advance to be the installation date, the Service will be installed and activated. The charges for the Service start on the date on which the Service is tested and the link goes live (the "Activation Date") and the end date of the Service or deactivation date will be the date set out in the purchase order specified as the end date.
- 4.2 The duration of the Services will be determined according the contract duration agreed on and signed by the Customer on the order form which starts from one months to a maximum period of 24 months.
- 4.3 In case of early termination, if the contract is terminated by the Customer before the end date of the contract, compensation fees shall be paid by the Customer to the company to compensate the company for its loss.

Such compensation fees will be applied and calculated in accordance with Ofcom guidelines and rules.

- 4.4 If the Customer wishes to renew or upgrade any of the Services provided by the company, then a new commitment period will be applied from the date agreed on for such renewal or upgrade of the Service provided by the company.

## **5. Provision of Equipment and Installation:**

- 5.1 In order to provide the Customer with the broadband Services, the company will provide the Customer with the necessary Openreach approved modem/router and any Equipment provided by the company will remain the property of the company for the duration of this contract, unless the Customer has separately paid for the Equipment in full according to a signed Order Form.
- 5.2 A twelve (12) month warranty is included for any Equipment provided by the company to the Customer for the Service provisioning purpose, throughout which the company guarantees that the Equipment will be of a standard and quality and reasonably necessary for the purpose of providing the Service to the Customer.
- 5.3 The company shall repair the Equipment or replace it where there is any failure of the Equipment during the 12 months warranty period, and where such failure is not caused by a fault of the Customer.
- 5.4 If the company finds that the failure of the Equipment was caused by Customer negligence, Customer misuse or third party interference, the company has the right to charge the Customer for any related reasonable cost incurred by the company to repair or replace the Equipment.

5.5 The Customer shall keep the Equipment and the original packaging in a good condition shall not tamper with such packaging. If the Equipment is damaged or the original packing is lost then the Customer is liable to pay the total cost of the Equipment that they have received.

5.6 In a situation where a Customer has selected self-installation of the Equipment, then either we will send the instructions how to install the Equipment and/or our specialist team will be online with the Customer during the installation process for assistance. If an Engineer visit is required then additional charges may be applied, such charges to be informed to the Customer with adequate prior notice.

## **6. Engineering Site Visit**

6.1 An appointment date will be agreed on with the Customer for the Engineer or technician site visit to install the necessary Equipment at the Customer premises for the provision of the Service.

6.2 The Customer may cancel or reschedule the appointment without charge having given at least 48 hours notice.

6.3 The Customer might be charged for the Engineer visit if:

6.3.1 The agreed appointment is missed or there is no one available at the premises over 18 years;

6.3.2 After the visit, the Engineers founds that maintenance needed was due to negligence or misuse of the Equipment by the Customer;

6.3.3 The Customer provided an incorrect address;

6.3.4 The Technical team attend to the premises on time, but the Customer failed to obtain entry permission for them or give them proper prior instructions for entry;

6.3.5 The reported failure or was not present at the Engineers site visit;

6.3.6 The Customer asked the Engineer/s to leave after they arrive the premises at the correct appointment date and time previously agreed.

6.4 The charges for the Engineer/s visit is set in our price guide.

6.5 During the visit to the Premises, the technical team shall make its best efforts best to install the Equipment in a suitable location in order to provide the Customer with the Service. If the Customer refuses to allow the technical team to install the Equipment and the technical team are unable to reach a mutual agreement with the Customer about the exact place to install the Equipment or connect the wires/cables, then the company shall not be liable for any of failure to provide the Service and any payment made by the Customer will be refunded.

6.6 It is the Customer's responsibility to provide the company team with all necessary consents, approvals and permissions to install the Equipment at the Premises, if required, for example by building management permission in the case of flat/ apartment complexes.

6.7 It is essential that the company carries out a site survey of the premises in order to determine the optimal method of providing the Service. If the company finds that according to the survey report that the Service couldn't be provided and the Equipment couldn't be installed then we will cancel the installation date and terminate the agreement without any liability on the company for the failure to provide the Service due to site survey results. The company will refund any payments made by the Customer immediately after the cancellation of the agreement with the Customer.

6.8 The Equipment which we will provide to the Customer is the only Equipment listed in the purchase order. Where additional Equipment or

tools are needed then it will be available at an additional cost according to the prices which will be confirmed once the Customer agrees to purchase it.

## **7. Payments and Charges**

7.1 Charges are applied monthly in accordance with the amount specified on your Order Form.

7.2 The first invoice which is sent to the Customer shall include the monthly fees in addition charges relating to following, if applicable :

- Set-up Cost
- Engineers visit charges
- Equipment cost charges
- Upfront fees

7.3 The company will send the Customer a monthly bill in advance for each calendar month which will include the monthly Service fees plus any additional Equipment, new Services or upgrades added.

7.4 All prices are VAT inclusive.

7.5 Bills are sent in an electronic format, and you will be able to view your bills and statements on our portal if you choose to establish account on our portal. If you choose to receive paper bills additional charges will be applicable, as detailed in our price guide.

7.6 In the event that the company decides to change the prices agreed on in the purchase order, then the company shall give the Customer 45 days

advance notice. During these 45 days, the Customer has the right to terminate the contract without any early termination fees.

7.7 The Customer shall make the payment of the due bill/s on the due date as shown in the bill. An interest rate equivalent to the Bank of England base rate may be applied in cases of late payment. If any payment is not received by the due date, the Service will be suspended and the Customer will incur the cost of the any debt recovery Service engaged to recover such amounts after reminder/s are sent to the Customer.

7.8 Payments may be made through direct debit, direct bank transfer or online payment through our portal. If a prior direct debt is cancelled or the payment is not received by the due date, then company shall send a reminder to the Customer to pay the due amount.

7.9 Managing online billing account on our portal remains the full responsibility of the Customer. The Customer is responsible for keeping note of any of their personal contact details, email, login details, etc. For the avoidance of doubt, the Customer remains fully responsible for making the payment on time of any bills sent via email, and inaccessibility to that email shall not be a legitimate reason for late payment. The Customer shall inform us immediately about any changes of his contact details, address or where the Customer has a failure to access his online e-billing account.

7.10 If the Customer wants to dispute the charges on his bill or believes the bill received includes an incorrect amount, the Customer should inform us immediately to investigate the problem and solve the problem. Any undisputed amount shall be paid on time.

7.11 Upon the termination of the contract, all outstanding payments, cancellation charges become due immediately.

7.12 Credit reference checks might be carried out at any time through credit reference agencies to ensure our Customers have the ability to fulfil their payment obligations. If there is any doubt about your credit history, then we may ask you to pay a deposit. In such cases, the company will keep the deposit until the end of the agreement, where it will either be returned in full or used (partially or fully, as necessary) to cover any unpaid due amounts.

## **8. Cooling Off Period:**

8.1 The Customer has the right, as per the Cooling Off Period, to cancel the contract for the Service within 14 from the Activation Date.

8.2 If the Customer decides to cancel the Service within the Cooling Off Period, the Customer is still liable to pay for costs that may have already been incurred, i.e.:

8.2.1 The installation cost already incurred by the company to connect the Service to the Customer's Premises according to the Order Form; and/or

8.2.2 Any cost for Equipment already used.

8.3 In the case of cancellation within the Cooling Off Period, the Customer must return back any Equipment provided by the company undamaged and in its original package at his own cost within 14 days from the date on which the Customer informs the company about the cancellation of the Service.

8.4 The company will refund to the Customer the full amount paid for the Equipment less any estimated value to recover the damages of the Equipment (if any). If the Customer fails to return the Equipment within 14 days according to clause 8.3 above then the Customer has to pay the full price of the Equipment.

## **9. Broadband Speed and Connectivity:**

9.1 Subject to the geographical coverage of the Internet Provider's network from time to time and any other limiting factors, such as other components of the Service provided by the Internet Provider which are not under the company's control, the company will use its reasonable endeavours to make ensure the Service remains operational and available to the Customer throughout the term of this agreement.

9.2 The company shall be entitled, at its absolute discretion, to transfer the users to an alternative Internet Provider, provided that the transfer does not result in the Customer incurring any additional costs. Wherever practicable, thirty days (30) days written notice shall be given by the company of such changes prior to them being made.

9.3 The Customer recognizes and acknowledges that the internet connectivity depends on the availability of the Internet Provider's systems, which is out of the control of the Supplier and which may, from time to time, by its very nature, be adversely affected by physical features, atmospheric conditions and other causes of interference and that accordingly the Internet Provider's network may fail (including without limitation if there is a power failure or a power cut affecting the whole or part of the Internet Provider's network). The company bears no liability to the Customer whatsoever in connection with any network disruption caused by the Internet Provider or any third parties involved in the connection provided

by the Internet Provider. Customers must contact our customer service team immediately upon becoming aware of any Service failure so our customer service team can assist you to solve the problem. If the problem remains unsolved despite the input of our customer service team, we will endeavour to arrange an engineer site visit to the Premises.

9.4 The availability of the Services we provide is limited by the coverage areas detailed on our website. The Customer acknowledges that some Services may not be available in your area. The company will let you know before any check of the Service id needed on your telephone line which could include the temporary disconnection of your line.

9.5 For more detailed information about the access line speeds, including the average speed or the minimum guaranteed access line speed, please contact our customer service team where we shall provide the Customers with detailed information about the speed and the facts that may affect the speed including the nature of the line, network capacity, etc.

## **10.CUSTOMER CHANGE OF ADDRESS**

10.1 If the Customer moves to another address within the United Kingdom and decided to continue using our Service, we must be informed in writing at least 14 days before the moving date in order to start transferring the Service to the new premises.

10.2 We will make reasonable endeavors to transfer the Service to your new address, but if for any reason beyond our control we are unable to transfer the Service, the Customer will remain liable for their agreed charges till the end of the minimum period specified on their Order Form.

## **11. DATA PRIVACY AND PERSONAL INFORMATION**

11.1 We may update and change our privacy policy & cookies policy always from time to time, and the all the updated policies are published on our website. we are committing to protect our Customers' information according to the GDPR rules.

11.2 We may monitor and record the calls and communications between you and our team for the purpose of training and quality of Service.

11.3 Where required by law, regulation or court order, we may monitor specific type of contents and materials are which transmitted through our network for any expected fraudulent or criminal activities.

## **12. LIABILITY**

12.1 Next Vision will not be liable for the following:

12.1.1 Loss related to problems caused by using the Service in a way that is not recommended by Next Vision or the Internet Provider, or problems caused by the Customer making unauthorised changes to the configuration or set up of the Service connection.

12.1.2 Hardware replacement due to breakages, replacement cables, broken Equipment, etc.

12.1.3 Loss due to incomplete system updates. (System updates remain the responsibility of the Customer - general support will be provided according to the Internet Provider's working hours and according to the relevant Internet Provider's terms and conditions, but the Customer remains primarily responsible for the implementation of such updates).

12.1.4 Any loss of data or information, business or income losses, losses caused by third party Services or Equipment, contents or viruses

that the Customer accessed through our Service and any security or alarming services or any third party provided services which runs over our network.

12.2 The company will take reasonable actions to stop any digital contents that may cause damage to your data or a harm your Equipment, but for the avoidance of doubt, the company will not be responsible for any damage or losses where:

12.2.1 The Customer failed to enable adequate protection against viruses, such as firewalls and antivirus software;

12.2.2 The Customer did not follow the instructions given, was responsible for an incorrect configuration, compatibility issue or anything beyond the control of the company; and/or

12.2.3 There is a Service interruption or temporary suspension of the Service due to upgrades or maintenance of our network (in such circumstances, we will endeavour to give the Customer advance notice of such planned interruptions will ensure the network will be running as normal as quickly as practicable and with the minimum amount of disruption).

12.3 In no event shall the company be liable for any loss of profits, revenues or savings, or any special, incidental or consequential damages or indirect loss suffered by the Customer.

12.4 The company's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated

performance of the agreement shall be limited to one hundred percent of the price specified to be payable for the Services as specified in the Order Form/s.

12.5 Notwithstanding 12.1 to 12.4 above, nothing in this agreement excludes the either party's liability:

125.1 for death or personal injury caused by that party's negligence; or

125.2 for fraud or fraudulent misrepresentation.

### **13. TRANSFER AND ASSIGNMENT**

This agreement between the company and the Customer for is for personal use only. The Customer may not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement to any other third party unless a written approval from the company is obtained.

### **14. FORCE MAJEURE**

Neither party shall be in breach of the contract nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control.

### **15. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **16. THIRD PARTY RIGHTS**

No one other than a party to these Terms shall have any right to enforce any of its terms. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

## **17. GOVERNING LAW**

These Terms and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England and Wales.

## **18. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).

## **19. CUSTOMER COMPLAINTS**

19.1 Any complaints from the Customer should be addressed to the Customer Service team as specified in B below, and the Customer Service team shall deal with the problem with their best endeavours to solve the problem fairly and within a reasonable time frame.

19.2 If the Customer Service team fail to resolve your complaint within 8 weeks, we will send you a letter or other written communication confirming that the dispute should be settled by independent adjudication. The Customer may then, without charge, refer the complaint for independent consideration through Alternative Dispute

Resolution by the Communications and Internet Services Adjudication Scheme (CISAS) at [www.cisas.org.uk](http://www.cisas.org.uk).

19.3 If you are still unhappy after raising your complaint, or if we are not able to solve your complaint, you may also make a complaint to the Ombudsman Service at [www.ombudsman-services.org/communications](http://www.ombudsman-services.org/communications) or by phone by calling the Ombudsman Service at 0330 440 1614.

### **19.3.1 Sales and Marketing – Ofcom rules**

We will strive to follow the Ofcom rules regarding the sales and marketing of our broadband Services and adhere to the rules in general conditions last updated release in order to make sure that the Customer is getting the right information and about our products and prices, so the Customer knows exactly what is he or she is buying.

### **19.3.2 Contacts & Support**

The Customer may contact us at any time through the contact details of our customer service team published on our website. If you want to write us about any issue or complaints, you can do this at <https://next-vision.co.uk/contact-us> or by post to our address published on the website.

Any notice or document will be sent to the Customer using the Customer billing address, email address, mobile, telephone or any method requested by the Customer.

### **19.3.3 Automatic Compensation:**

Automatic compensation is applicable for all our broadband Customers, as set out in Ofcom rules published on 1-4-2019. This means that in certain circumstances the Customer has the right to receive automatic compensation for missed engineer appointments, total losses of Service, delays to start your Service. The compensation is currently payable at the following rates:

19.3.1 £8 per day for total losses of Service where the Service is not fully fixed after 2 working days;

19.3.2 £25 per missed appointment in case the engineer has missed the scheduled appointment or the company cancels an appointment with less than 24 hours notice; and

19.3.3 £5 per day of delay including the missed start date.