

## Terms and conditions for the ELITE Broadband service

One should read these terms and conditions thoroughly and carefully

### THE BASICS

- 1. Who we are:** We are ELITE CONNECT LTD 13397105
- 2. What is this?** This is a legally binding agreement between Elite connect and yourself for your chosen package.
- 3. Why are we providing these terms and conditions?** These terms and conditions are provided as we are providing you with a service.
- 4. Start and finish**
  - a. The service will start on the date shown on your order confirmation.
  - b. All services for 12 months, if not cancelled they will continue.
- 5. Changing your mind**
  - a. You can change your mind and cancel your package within the cooling off period. This period will last for the first 14 days of the contract-

### THE SERVICE

- 6. How can the service be used?**
    - a. Each serviced or package that we provide is just for your household or personal use. You are responsible for this and responsible for any equipment that comes with the service/package.
    - b. You are agreeing to the following.
      - Follow our instructions when connecting and installing equipment.
      - To get permission if the property is not owned by you that we can install internet for you.
      - Let us know if you change contact details – number and email, payment details or anything else that may be important for us to know.
      - Use the internet according to UK law and regulation.
      - Not do anything that may damage any of our equipment or reputation.
    - c. If you misuse any service or damage any equipment provided to you, it will be your responsibility to pay us for our losses.
    - d. If you receive a phone line and number from us, the number is owned by “Elite connect” and you cannot transfer it on to anyone else.
  - 7. How does set up work?**
    - a. The date of when the broadband or phone line will be activated will be noted in your confirmation email. From the date your lines will be live. You will also receive instructions on how to connect your router/phone line.
    - b. If an engineer is ever needed, there must always be someone above the age of 18 at home, otherwise work cannot be done. You may not ask the engineer to help with anything else around your property. He/she is there solely to work for us.
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## 8. What are we required to do?

- a. We will give the service, equipment needed, and installation services need or the instructions to self-install at home.
- b. It can happen that there will be a fault in our network which could affect your service, we will fix any faults as soon as possible.
- c. There may be an occasion where we must suspend our service for a short time due to an upgrade in the system or maintenance work. We will alert you before this is due to take place. It will always be done for the shortest time possible.
- d. If the need arises and we see that the service has been infected by malware or someone has tried to gain access to a malicious website, we are allowed to put software on to the network to prevent this continuing.
- g. We do use antivirus software on our network, however always back up any work done on the network, we do not take responsibility for anything that gets lost or ruined.

## PAYMENTS

### 9. How does payment work?

- a. You are required to pay the charge per month through direct debit.
- b. Bills must be paid as soon as they are received unless a prior agreement has been made.
- c. If you think there has been a mistake on your bill, please reach out to us and we will look into the matter immediately.
- d. If a bill is not paid the service we are providing will be stopped 10 days after the date your payment was due. If this is not the first time this has happened, we are entitled to stop the service that we are providing earlier then 10 days.
- e. If a bill is not paid, we may contact a debt collection agency to do this for us, we are allowed to provide them with your details. You will also be charged the fee of the debt collector.
- f. We are allowed to transfer this debt to any other business we deem suitable (which means that your personal information can also be transferred over.)

## ENDING THE SERVICE AND THIS AGREEMENT

### 10. When you can end the service and this agreement

- a. You can cancel our service during the cooling off period, which is 14 days after our service starts. No fees are charged if you decide to leave during this period. All equipment must be returned to elite connect.
- b. If we break any of our terms you can cancel at any time
- c. If the speeds that you are receiving are not what was agreed in the package after more than ten days please let us know and we will try and improve on this. If you have followed our instructions and the speeds are still not was agreed you can end your contract with us.
- d. All equipment must be returned to us within 30 days of a cancellation, if it is damaged or ruined you will be charged. If it not is not returned with in this period, you will also be charged for it.

### 11. When we may restrict, suspend, or end a service

- a. If any of the terms are broken, we can stop our service immediately. Reasons why we may have to stop the agreement are as follows.
    - The law requires it for example using the internet to do something that is against the law.
    - We can no longer provide the service.
    - You break part of the agreement.
    - You or anyone using the service act towards any staff members in an inappropriate way.
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- You don't pay.
  - We suspect fraud.
  - You use the service for business or trade.
  - The usage is majorly different than the average customer.
- b. If the issue is resolved we may charge a fee to restart the service.
- c. If a term is broken and we do not take action straight away we can take action at any later date that we deem appropriate.
- d. If we end the service, you will be refunded any money due to you but we will take off any money that is owed to us first.

## IF SOMETHING GOES WRONG

### 12. What you can do when we don't meet our promises

If you find there is a problem with our service, there may be a few options for you. Please visit the website [adviceguide.org.uk](https://adviceguide.org.uk).

### 13. What we are not responsible for and limits on our liability

- a. If death or personal injury comes because of us, we accept liability and there is no limit to our responsibility. We also accept responsibility if we do anything fraudulent, or any other liability.
- b. Any damage to your property that comes because of us, we will accept full responsibility for this and pay up to £100,000 in total for each individual coincidence or connected coincidences.
- c. We are not responsible for any failure that was beyond our control, for example terrorism, bad weather, war, strikes or industrial action being taken or anything done by the government.

### 14. Returning faulty equipment

- a. If you think any of the **loaned equipment** is not working, please tell us. We are entitled to test this equipment ourselves to see what the faults are.
- b. You must return this equipment to us, as well as when we tell you that it needs an upgrade.
- c. If you do not return the equipment within the 30 days, we may stop your service.

## CHANGES WE MAY MAKE

### 15. We may change the charges if:

- The cost of the service increases for us.
- Our business running costs increase.
- There is a change in the law for example VAT increase.
- If we need to make changes for any other reasons not listed above we will give you 30 days' notice.

### 16. Moving between services

- a. If we stop offering a service so that you can no longer receive it we will move you onto the closest service/package that we offer. We will try to give you 30 days' notice. If the service has a higher charge, you can either end the service or we will not charge you for the increase in price.
- b. We may move you to a better service at no extra cost for a trial period of 30 days and then give you the option to move to this plan.
- c. You can choose to move to a different package at the end of each month.
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## OTHER

### 17. Equipment and software

- a. The **loaned equipment** belongs to Elite Connect. It is your duty to look after it and not damage it or throw it away. If the loaned equipment gets damaged or lost, we will charge you to fix or replace it. We recommend taking out insurance for it.
- b. We are entitled to replace or upgrade any of our software and equipment.
- c. We are only responsible for the software and equipment that we give you.
- d. You are not allowed to attach any foreign equipment to our software/equipment that may cause damage to our network.

### 18. How to get in touch with us and how we will contact you

- a. You can call us at 0330 350 3599 or email us at [info@elite-connect.uk](mailto:info@elite-connect.uk)
- b. Existing users can open up a ticket on our web page.

### 19. Transferring the agreement

- a. This agreement is only between you and us, it cannot be transferred to anyone else. We can transfer it to others as long as it does not have a negative effect on your rights.
  - b. We may record calls to help us with training future employees.
  - c. If a part of this agreement cannot be solved the rest of the agreement is still valid.
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