

# Digital Home Broadband Terms and Conditions of Service

## 1. About us

We are Edenoak Ltd, t/a Digital Home, a company incorporated in England with company registration number 11581945. Our registered office is at 2 Lakeview Stables, Lower St. Clere, Kemsing, Sevenoaks, Kent, England, TN15 6NL. You can contact us by:

- emailing us at [help@digitalhomeuk.com](mailto:help@digitalhomeuk.com) or
- calling us on 03330 155156

We only operate in the UK and these terms are governed by English law.

## 2. These terms of service

These terms and conditions are for customers who have purchased or ordered our residential broadband service. Please read these terms carefully as they are the terms and conditions on which we supply our service to you, and they contain important information regarding the Service. You will be responsible for paying the charges for the Service that we supply to you. Your Agreement with us comprises the following:

- These Terms and Conditions
- Our Charges and Fees document ([www.digitalhomeuk.com/legal](http://www.digitalhomeuk.com/legal))
- Our Acceptable Use Policy ([www.digitalhomeuk.com/legal](http://www.digitalhomeuk.com/legal))

For information, our Privacy Policy is also available ([www.digitalhomeuk.com/legal](http://www.digitalhomeuk.com/legal))

## 3. Definitions

“Acceptable use” – Use of the Service as defined in our Acceptable Use Policy

“Activation date” – The day on which Service is connected and provisioned, usually the same as your installation date. Confirmed in your Service Activation email.

“Billing date” – The date your bill is issued monthly, starting within 24 hours of your Activation date

“Billable month / Billing period” – The period of time which will be charged for each month between each Billing date.

“Business day” – Any day not a Saturday, Sunday or UK bank holiday ([www.gov.uk/bank-holidays](http://www.gov.uk/bank-holidays)).

“Cooling off period” – 14-day period, starting on the day following the receipt of order confirmation, within which you can cancel your Agreement without incurring any Early Termination Fees.

“Cancellation date” – The date when the Service and Agreement with us comes to an end, which must be at least 30 days from when we receive your intention to cancel.

“Due date” – The date, given on each monthly bill, on which direct debit payment will be taken.

“Early Termination Fee (ETF)” – The total fee for leaving your Agreement before the end of your contract period.

“Optical Network Terminal (ONT)” – CityFibre owned network equipment, installed in your home which connects your local network to CityFibre’s fibre optic network.

“Home” – The address you have provided where your home broadband service will be installed.

“Installation” – Engineer visit to your home. Bringing fibre cable into your home, installing an Optical Network Terminal and Service Delivery Gateway

“Installation date” – Date on which our engineers connect your home to our fibre network.

“Installation partner” – A third party contractor, employed by Cityfibre to install our network in your home.

“Contract Period” – The period where you agree to receive the Service. Starting at the day the Service is activated.

“Network Equipment” – Equipment which connects your home to our fibre network. Including cables, fibre termination point and Service Delivery Gateway.

“Non-standard installation” – An installation that includes non-standard engineering activities, which is agreed with the customer before the order is activated.

“Order Confirmation email” – the email received after an order is placed.

“Service” – The broadband service provided by us to you.

“Service Activation date” – the first date your service is fully operational

“Service Activation email” – email notification sent once the Service has been activated.

“Service Delivery Gateway” broadband wi-fi router and service delivery gateway, provided by us as a part of the Service to connect your devices to your home Wi-Fi/Wired network and our network

“Service Delivery Extender” optional broadband extension router, provided by us as a part of the Service to connect to your Gateway to extend your home Wi-Fi network and to connect additional wired devices.

“Your property” – The address you have provided where our home broadband Service will be installed.

#### **4. Key terms**

- You have a Minimum Contract Period as stated in your Order Confirmation email. If you want to end the Agreement before the end of this term, then you will be charged an Early Termination Fee in accordance with this Agreement.
- You will require an engineer visit to connect your home to our full fibre network and install an Optical Network Terminal and Service Delivery Gateway in your home.
- You must have express permission from the homeowner or landlord before installation can take place.
- You can cancel your order at any time up to 2pm the business day before your scheduled installation date at no cost and you can leave up to 14 days after the signature of this agreement without incurring any Early Termination Fees.
- We provide broadband Service only; it does not include any telephony. If you require a telephone service, it can be provided by a third-party voice over internet protocol provider.
- You understand, acknowledge and agree that you should always have a way to contact emergency services in the event of a power outage, for example, by mobile telephone, or fixed line provided by another provider, as a VOIP services over broadband will not function.

#### **5. Placing an order**

You can place an order for the Service:

- On our website ([www.digitalhomeuk.com](http://www.digitalhomeuk.com))
- Over the phone with one of our customer service agents 0330 1333693
- Face to face with one of our sales agents

We can only accept orders to properties where the Service is available (see our service availability checker on our website [www.digitalhomeuk.com](http://www.digitalhomeuk.com)).

When you place an order, you are making an offer to buy the Service in the order, subject to these terms. You will need to arrange an appointment for the installation of our network equipment. You will be provided with your Digital Home Service Delivery Gateway at the point of installation.

When placing an order, we will require:

- The address of the property to which the Service that you order will be provided
- A valid email address for you, which we will use to contact you with any information regarding the Service
- A valid mobile phone number for you, which we will use to contact you with any information regarding the Service
- Your acceptance of an installation appointment day and time

- You to set up a Direct Debit to pay the charges for the Service. This is done through our regulated secure payments services provider

Once we have your order, we will send you an Order Confirmation email to the email address you provided to us. This will be our acceptance of your order and confirm the home broadband service you have signed up for, including:

- Any Upfront costs
- Monthly recurring costs
- Any Minimum Contract Period
- Billing date
- The service installation date
- Your customer number
- A copy of these terms and conditions

If we need to contact you in connection with the Service, we may do so by phone or by writing to you at the email address you provided to us in your order.

If after an order is accepted, we are unable to provide you with the Service for any reason then we will inform you via email or phone. In this case, any charges will be cancelled.

Our acceptance of your order will take place when we email you the Order Confirmation, at which point the Agreement between us will come into existence. By placing an order, you accept these terms and this Agreement.

## **6. The Service**

The Service we provide to you in accordance with this Agreement is set out in your order and includes:

1. an installation service to connect you to our full fibre network,
2. internet access through our full fibre network,
3. a Digital Home Service Delivery Gateway.

We cannot guarantee fault free performance and the Service may be affected by factors outside our control for which we will not be liable. We will always try to fix faults as soon as possible when they do occur. The actual speeds experienced on your devices may be affected by the limitations of wi-fi, including wi-fi positioning, wall thickness, interference and device capability.

The Service does not include any telephony service. If you require a fixed telephone service, that runs over the Service (voice over internet protocol or VOIP) it can be provided by a third-party VOIP provider.

You understand that you should always have a way to contact emergency services, for example, by mobile telephone, as a VOIP phone service will not function in the event of a power outage.

The internet IP address allocated to you may be changed at any time. It will always belong to us and cannot be sold or transferred to anyone else.

## **7. Charges and payment terms**

The following section details the terms surrounding the charges and fees you may incur as part of the Service. Details of all fees and charges you may incur can be found in your Order Confirmation email and in our Charges and Fees document ([www.digitalhomeuk.com/legal](http://www.digitalhomeuk.com/legal)). Our charges are inclusive of VAT.

### **7.1. Monthly service fee**

This is the fee charged monthly, in advance, for the next Billable month of service. Your bill will be issued electronically on your Billing date. Payment will be taken by Direct Debit, as set up during the order process. Payment will be taken on, or shortly after, the Due date on the bill. No payment will be taken until after the Service is installed and activated

You confirm that you have permission to set up a Direct Debit using the details provided during the order process.

We will not change your Monthly service fee during your Contract Period, outside of promotional pricing offers. Except where the rate of VAT changes during the term of this Agreement, we will adjust the rate of VAT that you pay, and you will see this on your bill.

## 7.2. Upfront costs

### 7.2.1. Installation fee

This is a one-off fee included in your first bill and Direct Debit payment. This fee goes towards covering the cost of the engineer visit to your home to install the Service and the equipment installed in your home.

### 7.2.2. Additional installation costs

If your home needs a non-standard installation we may pass some or all these costs on to you. These costs will be made clear to you before work takes place. By proceeding with the installation, you agree to pay these costs and they will be included in your first bill and Direct Debit payment.

## 7.3. Other fees

The following charges and fees are set out in our Charges and Fees document.

### 7.3.1. Missed appointment fee

If you are unable to attend your installation appointment and fail to inform us before 2pm on the business day before the scheduled Installation date, you may be charged a Missed appointment fee to cover the cost.

### 7.3.2. Early Termination Fee (ETF)

If you wish to cancel the Service before the end of your Contract Period you will have to pay an Early Termination Fee. Your final bill and Direct Debit will consist of the regular monthly fee and the Early Termination Fee for the remaining months.

### 7.3.3. Service restoration fee

If the Service cannot be fixed remotely by our service team, we will send an engineer to your, if the fault is caused by damage to or misuse of the Network equipment, then you may be charged the Service restoration fee. In extreme circumstances where the costs we incur in restoring the Service significantly exceed the Service restoration fee, we reserve the right to pass on to you some or all the additional costs we incur.

### 7.3.4. Late payment fee

If you fail to pay the value of any outstanding bill by the Due date, you may be charged a Late payment fee.

## 8. Contract period

Your Agreement with will include a Contract Period which is detailed in your Order Confirmation and which starts on the Service Activation date. During this Contract Period, you must keep and pay for the Service unless you or we can end the Agreement earlier.

The Service will continue after the Contract Period unless you choose to terminate the Agreement in accordance with these terms.

We will contact you at least 30 days before the end of your Contract Period to remind you of your Contract Period end date, the price you have been paying before this date, any changes to the Service and charges payable after the Contract Period, your notice period for ending the Agreement and our best deals available to you at the time.

## 9. Your rights to cancel the Service and end the Agreement

### 9.1. Before installation

You can, at any time up to 2pm the business day before your scheduled installation date, contact us to amend your installation date or cancel your order at no cost.

### 9.2. Within your Cooling off period

After the order for the service has been placed, you can still cancel your order within 14 days of your order confirmation date by calling customer services or by filling in the customer cancellation form found on our website ([www.DigitalHome.co.uk/legal](http://www.DigitalHome.co.uk/legal)).

You will be refunded the fee for your first month of service, you will not be refunded any Installation fee. This is in accordance with the Consumer Contracts Regulations 2013.

### 9.3. Within your Contract Period

If you wish to cancel the Service and end the Agreement with us after the cooling off period but within the Contract Period, you must contact us at least 30 days before the date you wish your cancellation to take effect. You will be required to pay an Early Termination Fee (ETF), which will be calculated by multiplying the number of full months left on your Contract Period after your Cancellation date by our Monthly early termination charge.

### 9.4. Because of changes we make

If we change the Service or the Agreement (to your material detriment), except where any increase or change is required by law or any regulatory authority, then you may end this Agreement early without incurring an Early Termination Fee. We will let you know if this is the case and what you need to do before the changes are made.

If you take no action within 30 days of us informing you of the changes you will be deemed to have accepted those changes.

### 9.5. After the Minimum Contract Period

If you are outside of your Minimum Contract Period, you can cancel the Service and end the Agreement at any time without any Early Termination Fee. The Service will continue until the end of your current Billing period unless you are within 7 days of your next Bill date, in which case the Service will end at the end of your next Billing period.

## 10. Installation

If you do not have Digital Home equipment installed in your home when you order the Service, then an engineer will need to install it during the appointment arranged in the order process.

You confirm that you have the permission from the homeowner or landlord for us and our installation partners to install, operate and maintain, in your home, the equipment necessary to provide the Service you have ordered. If you do not allow the engineer to access your home as arranged and without good reason, the installation may be cancelled, and you may be charged a Missed Appointment fee.

When the engineer arrives at your home, they will discuss and agree with you the external fibre route across your property, the entry point into your home and the placement of the Digital Home Optical Network Terminal within your home. If you do not agree to the installation, then the installation may be cancelled, and Digital Home will not be liable for any failure to provide you with the Service. Two mains power sockets are required for installation, one for the Optical Network Terminal and one for the Service Delivery Gateway.

The engineer may not be able to complete the installation at the appointment due to safety, technical or other reasons. If it is possible to complete the and you still wish to receive the Service, a further appointment will be arranged. If these reasons mean that the Service cannot be installed, your order will be cancelled at no cost to you and Digital Home will not be liable for any failure to provide you with the Service.

Installation of the Service must be in the main structure of your home. We will not be able to install the Service in garages or outbuildings.

Following the installation engineer visit a Service Delivery Gateway will be delivered to you, which you can set up yourself or with our support.

You or another person over the age of 18, authorised by you, must be present during the installation.

## 11. How to complain

If you have a complaint, please see our complaints policy ([www.digitalhomeuk.com/legal](http://www.digitalhomeuk.com/legal)) which includes details on how to contact us. If we are unable to address your complaint you may ask for the matter to be referred to an independent ombudsman as detailed in our complaints policy. If you wish to raise a concern regarding data privacy or the use of your personal data, visit our Privacy Policy for details of how to exercise your legal rights ([www.digitalhomeuk.com/legal](http://www.digitalhomeuk.com/legal)).

## **12. Equipment**

As part of the installation, we will need to install an Optical Network Terminal in your home. The optical Network Terminal belongs to our partner CityFibre and should not be tampered with or removed from your home without our prior consent or knowledge.

While you are a customer of Digital Home we will maintain and repair or replace any defects or faults in the equipment in your home that we have provided to you, so that you can continue to receive the Service, including the Digital Home Service Delivery Gateway, Extender and Optical Network Terminal.

If the Service Delivery Gateway or Extender is damaged as a result of misuse or neglect and you need a replacement you may be charged the Service restoration fee.

If the Optical Network Terminal is damaged due to misuse or neglect, then you must report it to us as soon as possible and you may be charged the Service restoration fee for the installation of a new Optical Network Terminal.

The Service Delivery Gateway has been configured to work exclusively with the CityFibre network and you may not replace your Digital Home Service Delivery Gateway with another router of your choice.

## **13. Changes**

We may be required to make minor changes to the Service or these terms to reflect changes to the law or regulations or to implement minor technical or operational adjustments or to add new services. Changes may be made from time to time and are available to read on [www.digitalhomeuk.com/legal](http://www.digitalhomeuk.com/legal).

## **14. Suspension of service and our rights to end the Agreement**

### **14.1. Failure to pay**

If you fail to pay the full value of your bill by the due date, as stated on your bill, and still do not make payment within 7 days of our reminder to you that payment is due, your service is at risk and Late payment fees may be applicable.

We reserve the right to undertake any legal action necessary to reclaim the value of any outstanding bills or charges.

### **14.2. Unacceptable usage**

If we consider that you are in breach of our Acceptable Use Policy (AUP), we will act as detailed in our policy ([www.digitalhomeuk.com/legal](http://www.digitalhomeuk.com/legal)).

### **14.3. Other reasons**

We may suspend the Service or end the Agreement if you (i) don't do something that you have to do under the Agreement within 7 days of us asking you to do so in writing; (ii) misuse the Service in a way that may damage or affect the operation of our network; (iii) become bankrupt. If we choose to end the Agreement in this way, then an Early Termination Fee will apply. We may need to suspend Service if asked to do so by regulators or if required by law.

## **15. Maintenance**

We may, at times, need to undertake maintenance work on the network in order to continue to provide Service. This may require planned outages. We will always try to minimise the impact of these outages on the Service. Where the outage may be disruptive, we will inform you with as much notice as reasonably possible of the time and expected length of the outage, via your preferred communication method.

## **16. Other important terms**

### **16.1. Liability**

We will not be liable to you for any loss or damage that is not directly caused by us or which is not foreseeable, for example loss of income, loss of business, loss of profit, loss of savings, any missed opportunities claims, loss of use or corruption of software, data or information, loss of or damage to goodwill and any indirect or consequential loss.

Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, both we and you knew it might happen.

We are not responsible (i) for any loss or damage to your own equipment caused by the use of the Service to access the internet, (ii) if you are not able to use the Service because your equipment does not work properly, is not compatible, does

not conform to the relevant standard or does not meet the minimum specifications or because of faults in any 3rd party networks over which we have no responsibility, or (iii) for any loss or damage to data which is passed to you or from you over the internet as we have no control over it.

Except for fraud or where our negligence causes death or personal injury, we will not pay more than 100% of the charges in the previous 12 months for each claim or a series or related claims. Nothing in these terms excludes or limits our liability for anything we can't exclude or limit by law.

#### 16.2. Transfer of the Agreement

We may transfer the Agreement to anyone at any time provided this does not adversely affect your rights under the Agreement. You may only transfer your rights or your obligations under the Agreement to another person if we agree to this in writing. No other person has any rights to enforce any of the terms of the Agreement.

#### 16.3. Delay

If we do not insist immediately or if we delay in taking steps against you in respect of your breaking the Agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you. but we continue to provide the Service, we can still require you to make the payment at a later date.