



contact us

don't fret! if you need help
or advice with any aspect
of our service then you
can easily get in touch.

call us

Our Customer Care team are available to take your calls
8am - 8pm, Monday to Saturday on **0845 678 3333**

email us

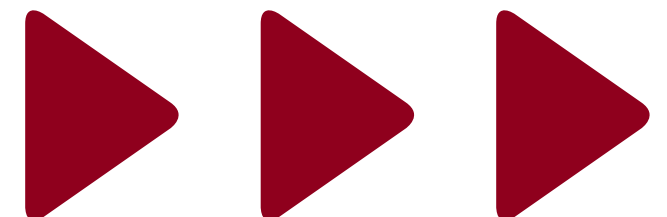
Send your query to:
enquiries@homechoice.co.uk

write to us

Customer Care
Homechoice
The Icon, Lytton Way
Stevenage, Hertfordshire SG1 1AL

get in

in



good choice

**rest assured, you've made the right decision
because homechoice® will revolutionise the
way you use your tv, pc and phone!**

**in just one pack not only do you
get all this:**

digital tv

A great selection of quality channels letting you watch the best of what's on the box.

broadband

High-speed broadband in the choice of 2Mb, 4Mb or Max Speed (up to 8Mb).

phone

Great value call options from your home phone.

video on-demand

A huge choice of music, movies and TV ready to watch instantly, when you say so.

but we also give you all of this:

honesty

We don't mince our words. We tell you what you'll get in our packs and how much they cost to help you decide on the best one.

peace of mind

Everyone in the house has their own PIN, so you can regulate what the kids watch, plus we offer parental control for our broadband service.

customers come first

Looking after our customers is what we're about, so a dedicated Customer Care team is on hand to answer your queries 8am - 8pm, Monday to Saturday.

no dish or cable

We don't make any physical alterations to your phone line and we don't plonk a dish on your house.

**digital tv
broadband
phone
video on-demand**

still thinking about what to include in your pack?

so much to choose from...

digital tv

there's always something
you'll want to watch

channels

From E4 to BBC THREE, you'll be spoilt for choice with the channels that come with our Base Pack.

more channels

And the Big Pack provides even more channels with MTV, Paramount Comedy, Discovery Channel and CNN as part of the line-up of the channels available.

more choice

Tailor your pack further by adding on either the Kids or V:MX Music TV Packs, or why not opt for the Max Pack which includes both?

plus

Sky Sports and Sky Movies are available direct from Sky via their Sky by wire service when you sign up to Homechoice.

broadband

banish slow, clunky dial-up
to the history books.

choose between 2Mb, 4Mb or max speed (up to 8Mb)

2Mb is up to 4x as fast as standard broadband and means less waiting around to receive files or emails.

4Mb will get you up to 8x faster than standard broadband and is great for watching trailers and music videos, downloading songs and online shopping and banking.

Max Speed lets you receive data faster than ever before; up to 16x faster than some broadband services! It's ideal for downloading photos and playing online games.

plus

You'll get 12 email accounts, and great features like a spam filter, 100Mb of webspace and a Homechoice virus checker.

phone

you could make great
savings on your phone bill.

homechoice anytime calls

From just £5 extra a month, you can make unlimited calls - at any time day or night, everyday of the week - to all UK landlines starting with the dialling codes 01 and 02.

You'll save up to £120* a year on fees alone compared to BT and get great value rates to mobiles and abroad.

homechoice freetime calls

Or you can simply take the option of inclusive evening and weekend** calls to UK landlines starting with the dialling codes 01 and 02 at no additional cost. These can be added to all our packs. You still get great value rates on daytime calls and on calls to mobiles and abroad.

video on-demand

hundreds of hours ready to
watch when you want.

video on-demand gives you music, movies and tv ready to watch when you say so.

You can PAUSE, RWD, FFW or STOP all of our on-demand shows, just like you can with a DVD!

With our video on-demand there's no waiting around for 15 minutes for the show to start because you can watch it as soon as you've selected it.

homechoice replay™

There'll be no more fights when someone forgets to record EastEnders or Corrie because Homechoice Replay lets you watch some of the most popular BBC and ITV1 programmes on-demand for up to 7 days after they're first shown.

*Homechoice Freetime Calls (no fee) compares to BT Together Option 2 priced at £6 per month and Homechoice Anytime Calls talk plan at £5 (for Max Speed and 2Mb customers) and £7 (for 1Mb and TV only customers) compares to BT Together Option 3 priced at £15 per month. All prices exclude line rental. **Evening and weekend calls are at all times except 8am-6pm Mon-Fri. Correct as at 1/8/05.

what now



sign up!

It's time to put pen to paper and sign up for your 12 month subscription to Homechoice. You'll need to sign some contracts before we can place your order.

why so many forms?

These contracts are necessary legal documents. To get Homechoice, you will need to sign the hire agreement (for the Homechoice set top box) and the service agreement. If you decide to subscribe to Sky Sports or Sky Movies you will also need to sign a separate contract, as they are still delivered by Sky.

choose the service you want

When you sign the forms you need to decide which pack you want, along with any add ons you may want. Remember that the Big Pack gives you more digital TV channels to choose from along with the added bonus of delivering a far wider choice of video on-demand to watch. Plus, you'll need to pick which broadband speed will suit you and your household's needs the best.

why must i pay by direct debit?

It is essential that we set up Direct Debit so monthly payments are taken from your bank or building society account. What's more, Direct Debit makes life simple because there's no need to worry about forgetting to pay your bill.



**you've placed your order
so now you can begin
to look forward to
getting the best digital
tv channels along with
high-speed broadband,
phone calls and video
on-demand.**

what next



your welcome letter tells you

When your installation will take place.

Your Web Password, which will allow you to setup your Homechoice email address, along with your account management so you can see your itemised phonebill, setup other TV members, get access to your webspace etc.

Your Account Number, which acts as a reference number if you need to contact our Customer Care team.

Your TV PIN, which enables you to control your Homechoice TV viewing as well as rent on-demand movies.

before your installation

You will receive a call from us to confirm when the engineer will be coming to install the service.

just before installation

Our engineer will ring you to confirm approximately what time he'll be arriving.

installation day

The engineer will explain the installation process to you before starting work. Once the equipment has been installed he will then demonstrate the service to you.

If you have chosen our phone service it will be switched on remotely approximately 2 weeks after Homechoice is installed. We'll send you a letter to confirm this.

approximately 3 days after installation

You will receive your first bill from Homechoice, which will invoice you for the first month's subscription.

Your payment for the first bill will be taken from your bank account by Direct Debit about 2 weeks later.

future bills

Your bill will arrive 14 days before payment is taken. Each one will include any pay-per-view movies you've watched during the previous month and the cost for any services that you've taken part way through a month. These will be charged for accordingly.

Q & A

do i need a cable or a dish, and will there be any drilling in my house?

No, Homechoice is delivered to you via your existing BT phone line so you do not need a cable or dish – even our Sky by wire packages are delivered down your phone line. No physical alterations will be made to the line either.

how long will it take to get the service once i have placed my order?

As long as there are no problems with your paperwork, or you have a relationship with another broadband or TV company, an engineer will come to your home and install the service about 8 days after you've placed your order. You will be able to

use your broadband and TV service immediately. If you opt to take the Homechoice phone service with your pack, it will be added approximately 10 days after installation.

do i need to tell my current broadband or digital tv provider that i am switching to homechoice?

Yes, you need to contact your existing broadband and/or TV provider to let them know that you wish to cancel your subscription. You should also ask your broadband provider if they can provide you with a Migration Access Code (known as a MAC) – this makes the migration process easier. Please then pass this code onto our Sales team.

how do i upgrade my pack or get further products from you?

For information about upgrades and optional extras, logon to our website homechoice.co.uk/customer/ upgrades. Once you have chosen what you would like, or if you want to talk to a member of our Customer Care team about them, call 0845 678 3333.

what happens if i can't get homechoice?

We may be able to offer you other options, depending on the quality of your phone line, such as our TV only pack. This provides you with a selection of video on-demand channels and gives you access to movies on-demand.

what happens if i don't sign my contract?

If we do not receive a signed contract from you before your installation begins, we will not be able to install you with Homechoice.

what happens if my direct debit isn't set up?

You should have set up the Direct Debit when you ordered the Homechoice service. If you have not done this at point of installation and given us the signed Direct Debit form we will not be able to install you. If you wish to set up Direct Debit call us on 0845 678 3343.

can i keep my current email address?

If you use another email address from a free provider (such as Yahoo! or Hotmail) you can still keep your email address as normal. If you currently use an email address from a provider that you have to pay for (such as AOL or Tiscali) you may not be able to keep it and should contact them to check.

how do i add/change usernames on my account?

The main account holder can logon to homechoice.co.uk/customer and setup or change the online details of the other members of the household. Otherwise, simply call our Customer Care team on 0845 678 3333.

will i get a new email address?

Yes, when you set up your mail account you'll be able to choose your own email address ending in @homechoice.co.uk. This email address will also act as your online username login.

when do i start to get my bills?

You will receive your first bill approximately 3 days after installation. This will invoice you for the first month's subscription. Your payment for the first bill will be taken from your bank by Direct Debit approximately 14 working days later.

what is the tv pin used for?

The TV PIN should be used when you watch our TV service and also to purchase movies etc via your TV. Everyone in the household has their own individual PIN, so each person's restriction levels can be controlled. Plus you will easily be able to see who has ordered what when the bill comes. You can easily set up PINs for every person in the house. Call our Customer Care team on 0845 678 3333.

what should i do if i have a fault on my phone line?

If you have opted for a Homechoice line then just call a member of our Customer Care team on 0845 678 3333 who will look into the problem for you. If you have not taken a Homechoice line you should contact BT.

any questions?

which operating systems are required to support homechoice broadband?

PC - Windows 98 SE, Windows ME, Windows 2000, Windows XP or above.
MAC - OS 9.x to OS 10.3 or above.

do i have to move my computer into the same room as my tv?

It is easier for the engineer to set the service up if the TV and computer are in the same room. However, if they aren't, our engineer will wire them up between rooms. If you would prefer for our engineer not to do this, you should consider our wireless option.

can i connect homechoice to other televisions?

If you have a second line you can pay for a second Homechoice service. The Homechoice set top box does have two SCART sockets. The second one is designed for your VCR or DVD recorder, but you can connect this to a second television. You will only be able to watch the same programme on both televisions.

when will calls stop being charged by my old supplier and start with homechoice?

You will receive a letter from us detailing the exact date that your Homechoice calls will start. This date will be at least 10 days after your installation date.

can i upgrade to faster broadband?

We can provide speeds of up to 8Mb depending on the capability of your phone line. To take a look at the speed upgrades that are available, logon to our website homechoice.co.uk/customer/upgrades/speed. Then simply call a member of our Customer Care team on 0845 678 3333 to place your order.

my burglar alarm is connected via my phone line, will homechoice affect it?

In the majority of cases our service will not affect it. However, we suggest that you contact your burglar alarm provider to check that this is the case.

how do i get the tv pack add ons or mini subscriptions?

Check our website homechoice.co.uk/customer/upgrades for information about upgrades and optional extras. Some packs such as the Kids TV pack or V:MX Music TV pack will even give you the option of trying the channels out for a day for £1.99. When you find a pack that you want to upgrade to just call our Customer Care team on 0845 678 3333. They will be able to upgrade you immediately.

can i have more than one computer connected to the service at the same time?

Yes, you can have up to 4 computers connected at the same time if you take our wireless option, at an additional cost. Simply call a member of our Customer Care team on 0845 678 3333, who will be able to give you more information.

we know this small print looks scary – but it's not! please take some time to read through it and if you have any questions, give us a call and we'll be happy to answer them for you.

service terms and conditions

The following terms and conditions apply to our provision of the Services to you pursuant to this Agreement.

1 Definitions

In these Terms and Conditions the following words and expressions shall have the following meanings:

Acceptable Use Policy means our policy from time to time relating to your use of the Internet service supplied by us, as may be found on our website at www.homechoice.co.uk or obtained by contacting our Customer Care line on 0845 678 3333;

Agreement Date means the date on which you sign this Agreement or the Installation Date, whichever is the earlier;

Agreement means these terms and conditions and any annex relating to any specific Service(s) between Homechoice and the Subscriber, including the Acceptable Use Policy;

Alternative Provider means a provider who in our reasonable opinion provides services which are compatible with the Services, details of which can be obtained from Customer Care on 0845 678 3333;

BT means British Telecommunications plc;

BT Telephone Line means a telephone line owned by BT and rented from BT or an Alternative Provider (as the case may be);

Call Service means our carrier pre-selection phone service or any other fixed line residential calls service which we provide to you subject to the Telephone Service Terms and Conditions, if you have opted for this service;

Charges means the Monthly Subscription Charges, Early Termination Charges, Pay Per Rental Charges and any other charges you incur;

Early Termination Charges means the charges payable by us as set out in Condition 8.6;

Entry Level Package means any combined broadband TV, video on demand and internet package of Services offered by us in our Price List at any time during the term of this Agreement (but excluding any special offers we may have from time to time).

Equipment means the equipment supplied to you by us which enables you to receive the Services, which shall include any set top decoder(s), remote control unit(s), cabling and other ancillary apparatus as necessary for the reception of the Services and/or other services. The Equipment does not include your BT Telephone Line (if applicable) which shall remain the property and responsibility of BT or an Alternative Provider (as the case may be);

Homechoice, we or us means Video Networks Limited whose registered office is at 205 Holland Park Avenue, London W11 4XB, registered in England, company number 2740910 and VAT Registration No G06 083 167;

Homechoice Broadband means a package offered in our Price List which excludes a broadcast TV service;

Incompatible Products means products which are incompatible with our provision of services to details of which can be obtained by contacting our Customer Care line on 0845 678 3333;

Installation Address means the address of the property occupied by the Subscriber at which the Equipment is installed;

Installation Date means the date on which we install the Equipment at the Installation Address;

Line Rental Service means our line rental service which we provide to you subject to the Telephone Service Terms and Conditions, if you have opted for this service;

Minimum Period means the period of twelve months from the Installation Date;

Monthly Subscription Charges means the monthly subscription charges for the Services as specified in the Price List;

Pay Per Rental Charges means the pay per rental charges due in addition to the Monthly Subscription Charges in relation to your use of the Services;

PIN means a personal identification number issued by us at your request to allow others in your household to have their own access to the Services;

Price List means our Price List incorporating any changes we make to the Monthly Subscription Charges from time to time. Our current Price List is available on our website at www.homechoice.co.uk or can be obtained by contacting our Customer Care line on 0845 678 3333;

Services means any and/or (but excluding the Call Service and the Line Rental Service) that may be delivered or offered by us to you from time to time, as part of a package or otherwise, including but not limited to broadcast services, video on demand and internet services;

Service Number means the telephone number you provide to us which will allow us to provide the Services and/or the Call Service or the Line Rental Service at the Installation Address;

Subscriber means you, the party entering into this Agreement;

Telephone Service Terms and Conditions means the Terms and Conditions under which we provide the Line Rental Service and the Call Service;

TV Only Package means a package offered in our Price List which excludes an internet service.

2 Installation, Access, Telephone And Power

2.1 In the event that we, or BT on our behalf, are unable to supply the Services at the Installation Address for technical or operational reasons, such as the distance of the Installation Address from the local telephone exchange, we will, if available, offer an alternative service offering such change in service to you. In addition, we will be supplied on the Terms and Conditions of this Agreement, subject to any variations we inform you about at the time of accepting the alternative service. If we are unable to offer you an acceptable alternative service, this Agreement will terminate automatically and we shall not be liable to return any advance payments to you that you may have made, neither of us will have any further liability to the other.

2.2 Whilst this Agreement is in force, you agree to maintain in full working order a BT Telephone Line or a line rented from us as part of the Line Rental Service, a secure electricity power supply and an appropriate telephone receiver at the Installation Address each as required for the Services. If you fail to do so, or if you receive our Line Rental Service and wish to cancel it, you must follow the procedure set out in the Telephone Service Terms and Conditions in order to ensure that we can continue to provide the Services under this Agreement. We shall not be liable in any circumstances for any interruption in the Services or for the provision of the Services in the event that you fail to maintain or follow any of the foregoing or in the event of any malfunction in any of the foregoing.

2.3 We will not be liable to you for any damage to your personal equipment caused by any incompatibility of the Services with your personal equipment unless such damage is directly attributable to the improper installation of the Equipment by us.

3 Supply Of Additional Equipment

3.1 In the event that you order any additional equipment from us for installation at the Installation Address the following provisions will apply:

- (a) you will ensure that our installation engineer has access to the Installation Address to install such additional equipment at the appointed time;
- (b) in the event that we are unable to install the additional equipment at the Installation Address for technical or operational reasons and we are unable to offer you a suitable alternative connection to the Services, we will promptly reimburse you with any fees already paid by you in respect of such additional equipment;
- (c) if the additional equipment you are ordering is to replace a wired connection to our Services with a wireless connection, we will leave your existing wire connection in place unless we agree otherwise. There may be an additional charge if we agree, at your request, to remove your existing Homechoice wiring which we will notify you of before carrying out the work. We will not be liable to you for any damage or re-decorating costs caused by removal of wiring unless we have been negligent;
- (d) we will not be liable to you for any damage to your personal equipment caused by any incompatibility of any equipment we supply with any of your other personal equipment unless such damage is directly attributable to improper installation by us.

4 Your Representations

- (a) you are the current occupier of the Installation Address or, if your postal address is different from the Installation Address, that you have obtained all relevant permissions and consents from the occupier of the Installation Address in order to enable you to comply with your obligations in this Agreement;
 - (b) you are aged eighteen or over;
 - (c) you are the freeholder of the Installation Address; or
 - (d) you are the tenant with a lease for a term of one year or more of the Installation Address; or
 - (e) you are the tenant with a lease for a term of one year or more of the Installation Address; or
 - (f) you have obtained all relevant permissions and consents from the freeholder or such tenant as the case may be of the Installation Address which are necessary to enable you to comply with your obligations in this Agreement;
 - (g) you will inform us if your Service Number changes;
 - (h) you will check with us before you install any products which may be Incompatible Products as this will affect delivery of the Services; and
 - (i) you will inform us if you are planning to move or if you move from the Installation Address during this Agreement.
- 4.2** You give us, or, at our discretion, BT permission to:
- (a) execute any works at the property comprised in the Installation Address for, or in connection with, the installation, maintenance, adjustment, repair, alteration, replacement, renewal or removal of the Equipment;
 - (b) keep the Equipment installed at the Installation Address; and
 - (c) enter the Installation Address on reasonable notice to inspect and/or maintain any Equipment kept at the Installation Address or elsewhere for the purpose of the Services provided by us.

4.3 Any person with apparent authority at the Installation Address who grants entry to us will be regarded as acting with your authority and consent.

4.4 You shall procure all permissions, licences, consents and approvals necessary to enable us to deliver, install and keep installed the Equipment at the Installation Address and to use the Services.

5 Provision Of Personal Information

5.1 As part of our providing the Services and/or the Call Service or the Line Rental Service to you, Homechoice will gather information about you relating to your use of the services we provide as part of managing your account. We comply with our obligations under the Data Protection Act 1998 ("the Act") to ensure that all information is held and processed by us in accordance with the principles of the Act. By entering into this Agreement you agree to our obtaining this information and using it in accordance with and for the purposes set out in this Agreement.

5.2 Subject to your consent, we may undertake or request others to undertake credit checks on you in order to determine your creditworthiness before agreeing to enter into this Agreement. Where your record is searched using a credit reference agency, they will add to your record details of our search and your application and this will be seen by other organisations that make searches to help make decisions about credit for you and members of your household. Please let us know if you require details of the credit reference agencies from whom we obtain and to whom we pass information about you.

5.3 We may record telephone conversations with you as part of our on-going training of service personnel and to ensure the accuracy of information given to you.

5.4 Through the Equipment and provision of the Services and/or the Call Service or the Line Rental Service we will gather, gain access to and store personal information about you which:-

- (a) is necessary to enable us to provide the Services and/or the Call Service or the Line Rental Service to you and to charge you correctly;
- (b) is necessary for our own internal business purposes;
- (c) may include a picture of your purchasing and interests which we will use to improve and tailor the Services and/or the Call Service or the Line Rental Service which we provide to you; and
- (d) relates to when, where and how long you use the Services and/or the Call Service or the Line Rental Service and which services you use.

5.5 From time to time we may use details supplied by you at any time in our relationship to send you electronic communications containing information about other similar products or services we or our business partners offer where we have received your consent. We may also use your information to tailor our services towards your needs and preferences, and offer you packages which better suit your information which you may do at any time (by contacting us on 0845 678 3333).

5.6 From time to time we may be contacted by BT in relation to your Service Number. If we receive such communication, we may contact you in relation to your Service Number and access to the Services.

5.7 If at any time you do not want us to use your information for the purposes set out above then please let us know by contacting us on 0845 678 3333.

5.8 We do not store or process any information on you when it is no longer required by us or if you have informed us that you do not want us to store or process such information which you may do at any time (by contacting us on 0845 678 3333). It is necessary to store or process such information to provide the Services to you and to charge you correctly.

5.9 You have the right under the Act to request in writing from us details of the information we hold and why we hold it and/or request that we cease using it for a particular purpose. Any information which we are holding in breach of the Act will be corrected promptly. We may charge a small fee for providing such information.

6 Personal Identification Numbers

6.1 You undertake to keep confidential your PIN and those allocated to others at the Installation Address under this Agreement.

6.2 You have no proprietary right to your allocated PIN however Homechoice will try to accommodate your requests for changes.

6.3 You accept responsibility for all transactions undertaken on any PIN granted to the Installation Address and will ensure that all users who are allocated a PIN at your request are aware that their access to the Services is in accordance with this Agreement.

7 Monthly Subscription Charges And Payments

7.1 You agree from the Agreement Date to pay us the Monthly Subscription Charges and the Pay Per Rental Charges and any other amounts due arising from you or any person at the Installation Address subscribing to or utilising any of the Services.

7.2 If the Services are supplied to you as an Entry Level Package, the Monthly Subscription Charges are always payable in full by you regardless of whether you elect to use a particular type of service or not.

7.3 With the exception of the first month's Monthly Subscription Charges, which are billed during the first month of your subscription (together with any Pay Per Rental Charges accrued up to such bill date), the Monthly Subscription Charges are normally billed monthly in advance and we reserve the right to charge you a processing fee in addition to the original amount due and any interest accrued.

7.4 Payment of the Monthly Subscription Charges and the Pay Per Rental Charges due to us under this Agreement shall be made by you in full by Direct Debit. If you are not honoured for any reason we reserve the right to charge you a processing fee in addition to the original amount due and any interest accrued.

7.5 Payment of all sums due to us under this Agreement must be made on the due date. In the event that you are more than a month behind with your payments at the time during this Agreement, then, without prejudice to our right to treat any default in payment as grounds for terminating the Agreement, we reserve the right to exercise our rights under Conditions 8.4 and 8.6 and to charge you all reasonable costs incurred by us as a result of late payment and daily interest on outstanding amounts, until payment in full is received by us.

7.6 Charges are subject to change by us giving you no less than 30 days' notice in an offering such change in service to you. All sums due under the Agreement will be supplied on the Terms and Conditions of this Agreement, subject to any variations we inform you about at the time of accepting the alternative service. If we are unable to offer you an acceptable alternative service, this Agreement will terminate automatically and we shall not be liable to return any advance payments to you that you may have made, neither of us will have any further liability to the other.

7.7 Whilst this Agreement is in force, you agree to maintain in full working order a BT Telephone Line or a line rented from us as part of the Line Rental Service, a secure electricity power supply and an appropriate telephone receiver at the Installation Address each as required for the Services. If you fail to do so, or if you receive our Line Rental Service and wish to cancel it, you must follow the procedure set out in the Telephone Service Terms and Conditions in order to ensure that we can continue to provide the Services under this Agreement. We shall not be liable in any circumstances for any interruption in the Services or for the provision of the Services in the event that you fail to maintain or follow any of the foregoing or in the event of any malfunction in any of the foregoing.

7.8 From time to time we may offer you a free bonus service in addition to the Service(s) for a temporary period. We reserve the right to withdraw such bonus service at any time however, we will not be liable to you for any damage or re-decorating costs caused by removal of wiring unless we have been negligent;

7.9 From time to time we may offer you a free bonus service in addition to the Service(s) for a temporary period. We reserve the right to withdraw such bonus service at any time however, we will not be liable to you for any damage or re-decorating costs caused by removal of wiring unless we have been negligent;

7.10 Special offers in relation to the Charges will only be valid if set out in the Price List or on our website (www.homechoice.co.uk) on the day which you became a Subscriber.

8 Ending This Agreement

8.1 This Agreement will come into force on the Agreement Date and will continue for the Minimum Period, unless you elect to take at the end of the Minimum Period, or at any time during the Minimum Period, to end the contract earlier according to these Terms and Conditions or your agreement with us in respect of the Equipment ends due to you exercising your right to cancel under that agreement (if applicable) or otherwise. After expiry of the Minimum Period, this Agreement shall continue automatically on the same terms indefinitely until either party gives not less than 30 days' notice to the other party of its intention to end this Agreement.

8.2 You may end this Agreement without penalty by calling us on 0845 678 3333 within 8 working days of the Agreement Date, provided that this cancellation right is exercised prior to the Installation Date, and we will promptly refund any payments already paid by you.

8.3 You may also end this Agreement by giving us at least 30 days' notice in writing if:

- (a) we break our obligations under this Agreement and fail to put them right within a reasonable timescale; or
- (b) at any time within the Minimum Period we increase by 10% or more the Charges payable to us by credit or debit card or by any other means which may lead to your becoming bankrupt, insolvent or being wound up, or if you cease to trade;
- (c) our authorisations under the Communications Act are revoked;
- (d) we have reason to believe you are in breach of your obligations under Condition 13; or
- (e) the circumstances set out in Condition 2.1 occur; or
- (f) you elect to take at the end of the whole or part of Condition 2.2.

8.4 Each of us will be entitled on giving notice in writing to end this Agreement at any time if suspension pursuant to Condition 11 or our failure to perform pursuant to Condition 14 continues for more than three months.

Early Termination Charges

8.5 In the event that:

- (a) we end this Agreement due to your default, including your failure to pay the Monthly Subscription Charges on the due date in accordance with this Agreement; or

(b) you end this Agreement during the Minimum Period (other than in circumstances in which you have a right to do so in Conditions 8.1, 8.2, 8.3 and 8.5) - you will have to compensate us for the full amount of any outstanding Monthly Subscription Charges, due to us for the remainder of the Minimum Period plus any outstanding Pay Per Rental Charges, accrued up to the date of termination. We will calculate the payment due from you based on the Monthly Subscription Charges payable for the

- (a) the lowest priced Entry Level Package as set out in the Price List at the date of termination; or
- (b) the price for the TV Only Package at the date of termination if you subscribed to the TV Only Package at the date of termination; or
- (c) the price for Homechoice Broadband at the date of termination if you subscribed to Homechoice Broadband when you first became a Homechoice customer.

8.7 Termination will not affect any right of either party arising out of any breaches of this Agreement by the other.

8.8 If you enter into a new agreement with us after this Agreement expires or ends we may charge you a re-connection charge to cover our reasonable costs.

9 Provision Of Services And Programming

9.1 We shall provide the Services to the best of our ability but:

- (a) delivery of the Services relies upon the provision of services and facilities by telecommunications and other suppliers that are beyond our control and we shall not be liable for any acts or omissions of any third party service or equipment suppliers that impact on our ability to provide the Services;

(b) any part of the Services including, without limitation, programme content and availability of service is subject to change by us or any relevant third party supplier without notice and we shall not be liable for any failure to transmit any selected programme or advertisement;

(c) we may improve, modify or otherwise alter any of the Services and their content, for any of the following reasons including if the programming or content provided to us by any of our programme providers is altered; if we decide that the Services should be altered for reasons of quality of service or otherwise to benefit our customers; if we need to alter the Services for technical or operational reasons; or if we need to alter the Services because capacity is not available to provide certain services on our system. We will give you written notice of any changes to the Services as soon as reasonably possible. If within the Minimum Period we reduce to

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