

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





digital home

SOOCE Choice

digital tv broadband phone video on-demand

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

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 ondemand for up to 7 days after they're first shown.



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.

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 or any services that you've taken part way through a month. These will be charged for accordingly.



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

service terms and conditions

them for you.

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

I Definitions

n 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:

ment Date means the date on which you sign this Agreement or the tion 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

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 none Line means a telephone line owned by BT and rented from BT or an

Alternative Provider;

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; tion Charges means the charges payable by you as set out in

Condition 8.6;

Entry Level Package means any combined broadcast 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 ET Telephon Line (if applicable) which shall remain the property and responsibility of ET 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 4KB, registered in England, company number 2740910 and VAT Registration No 606 083 167;

Homechoice Roradhand means a nackage offered in our Price List which exclude the means a lock appendix of the province of the province

hoice Broadband means a package offered in our Price List which excludes

ation Address means the address of the property occupied by the Subscribe

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 Prioc List;

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 9845 678 3333. Care line on 0845 678 3333:

Service) means any services (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

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.

Internet service.

2.1 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 the installation Address from the local telephone exchange, we will, if available, off you an alternative service offering and pricing option, which, if you decide to acce will be supplied on the Terms and Conditions of this Agreement, subject to any will be supplied on the lerms and conditions or track 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 automatically end and subject to us returning any advance payments to you that may have made, neither of us will have any further liability to the other.

may have made, neither of us will have any further liability to the other.

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 television receiver at the Installation
Address each as required for the reception and use of the Services. In addition 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
for any interruption in the Services or failure to provide 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 cause by any incompatibility of the Services with your personal equipment unless such damage is directly attributable to the improper installation of the Equipment by its content of the Equipment by its content

3 Supply Of Additional Equipment

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 garee otherwise. There may be an additional charge if we agree at your requests, to remove your existing homechoice wiring which we will notify you of prior to carrying out the work. We will not be liable to you for any damage or redecorating costs caused by removal of wiring unless we have been negligent exceptions of the proposal proposal

4 Your Representations 4.1 You represent that:

(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 in frelevant permissions and consents from the occupier of the Installation Address which are necessary to enable you to comply with your obligations in this Agreement; (b) you are aged eighteen or over: and

(i) are the freeholder of the Installation Address: or

(iii) are the tenant with a lease for a term of one year or more of the Installation Address; or

Address; or (iii) 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; (c) you will inform us if your Service Number changes; (d) you will check with us before you install any products which may be Incompatible Products as this will affect delivery of the Services; and

(e) you will inform us if you are planning to move or if you move from the Installation

4.2 You give us or, at our direction, BT permission to

4.2 rou give us or, at our direction, BI 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

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") and 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 ar using it in accordance with and for the purposes set out in this Agreement.

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 credit worthiness 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 orcelf 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.

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 or store personal information

about you willoth:

(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:

Rental Service to you and to charge you correctly; necessary for our own internal business purposes; any build up a picture of your purchasing and interests which we will use to ove and tailor the Services and/or the Call Service or the Line Rental Service

which we provide to you; 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 needs or offer you additional services were the product of the prod

subsequently.

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 continued 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) unless it is necessary for us 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 to have alre light under the Act to request in which from so details of the attion we hold and why we hold it and/or request that we cease using it for a ular purpose. Any information which is found to be incorrect or incomplete will rected promptly. We may charge a small fee for providing such information.

onal Identification Numbers undertake to keep confidential your PIN and those allocated to others at the tion Address under this Agreement.

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

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.

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 other charges such as Pay Per Rental Charges are normally billed monthly in arears, unless we notify you otherwise in

wrung.
AP Ayment 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
any payment is not honoured for any reason we reserve the right to charge you a
processing tee in addition to the original amount due and any interest accrued.

processing fee in addition to the original amount due and any interest accrueo. 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 an time during this Agreement, then, without prejudice to our right to treat any default in payment as grounds for ending this 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.

payment in full is received by us.

7.6 Charges are subject to change by us giving you not less than 30 days' notice in writing (save where such change is due to a variation in the rate of Value Adde in writing (save where such change is due to a variation in the rate of Value Added Tax or where you have changed your subscription package in accordance with Condition 9.4 in which case no notice shall be required, if we change the Charges in accordance with this Condition 7.6 you may be entitled to end this Agreement as out in Condition 8.3 below. All sums due to us under this Agreement are inclusive of Value Added Tax and exclusive of any other applicable taxes which may from time to time be introduced and which shall be paid by you. 7.7 We shall be entitled to suspend transmission of the Services if you fail to meet your monthly payments.

your monthly payments.

7.8 If you move from the Installation Address during the term of this Agreement or change your Service Number we reserve the right to charge you an additional fee to cover our reasonable costs involved in continuing to provide the Services to you. In the event that we are unable to supply the Services to your new address or Service Number for any reason we may end this Agreement on giving you 30 days' notice and in the event that the Minimum Period has not expired you will be liable to pay the applicable Early Termination Charges.

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(s) at any time; however, we will notify you at least 30 days prior to doin 7.10 Special offers in relation to the Charges will only be valid if set out in the P List or on our website (at www.homecholec.co.uk) on the date on which you be

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 are allowed to end the contract earlier according to these Tems 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 it:

(a) we break our obligations under this Agreement and fail to put them right within a

reasonable timescaie; or (b) at any time within the Minimum Period we increase by 10% or more the Charges for those Services you agreed to take at the start of the Minimum Period or we reduce to your detriment the scope of the Services you receive from us. If you do not give us notice within 30 days we will assume you have accepted the increase in charges or the changes to the Services.

8.4 We may end this Agreement if:
(a) you fail to make any payment when due or make a material mis-statement in any

details supplied to us or default in due performance of any material obligation under this Agreement or any other agreement with us (including the Telephone Service Terms and Conditions):

terms and confluctives.

(b) you are unable to pay, your debts as they fall due, seek to make any arrang with a creditor or any action is taken against you which may lead to your becobankrupt, 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

(e) the circumstances set out in Condition 2.1 occur; or (f) you fail to comply with the whole or part of Condition 2.2. 8.5 Each of us will be entitled on giving notice in writing to end this Agreement a any time if suspension pursuant to Condition 11 or our failure to perform pursua Condition 14 continues for more than three months.

Early Termination Charges

(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 Agreeme

(b) you end this Agreement during the Minimum Period (other than in circumstance 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 heyament due from you based on the Monthly Subscription Charges payable for (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 when you first became a Homechoice customer; 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.

Mis 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 telecommunications and other suppliers that are beyond our control and we s not be liable for any acts or omissions of third party service or equipment sup that impact on our ability to provide the Services;

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 advertised in any publication or advertisement; and

(c) we may improve, modify or otherwise after 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 regulatory 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 need to alter fire Services Decause capacity is not available to provide cert fices on our system. We will give you written notice of any changes to the vices as soon as reasonably possible. If within the Minimum Period we red or detriment the scope of the Services you receive from us you will have the ancel this Agreement as set out in Condition 8.3.

to cancel this Agreement as set out in Condition 8.3.

9.2 The Services may include services provided and/or operated by third parties, including but not limited to shopping and banking services. We are not responsible including but not limited to shopping and banking services. We are not responsible to any services and exclude all losses, liabilities and damages you may suffer climited arising out of your use of such third party services. You are solely responsible for all costs and charges for the use of such third party services by you or anyone using your PIN or the PINs allocated to others at the Installation Address.

9.3 The content of programming and other services provided or delivered as part of the Services may not be suitable for viewing or use by persons of all ages, It is your sole responsibility to ensure that the Services viewed or used are suitable for viewing or use by persons of all ages, It is your sole responsibility to ensure that the Services viewed or used are suitable for viewing and the process to any other suitable for viewing or your process to any other suitable for viewing or your process to any other suitable for viewing or your process to any other suitable for viewing or your process to any other suitable for viewing or your process to any other suitable for viewing or your process to any other suitable for viewing or your process to any other suitable for viewing or your process to any other suitable for viewing or your process to any other suitable for viewing or your process to any other suitable for viewing or your process to any other suitable for viewing or your process to any other suitable for viewing or your process to any other suitable for viewing or your process to any other suitable for viewing or your process to any other suitable for viewing or your process to any other suitable for viewing or your process to any other suitable for view of your process to any other your process or any other suitable for viewing or your process.

your sole responsibility to ensure that the Services viewed or used are suitable for those viewing them. We are not liable to you for any viewing, use of or access to any material by any persons (including in particular minors) whether or not authorised by you to view, use or access vouch material or services at the Installation Address. 9.4 You may add to or reduce the number of Services you receive from us by contacting us at any time during this Agreement (although this does not affect your legal right to cancel this Agreement as set out in Condition 8.2) provided that, where you subscribe to an Entry Level Package or TV Only Package or Homechoice Broadband when you first become a Homechoice customer, you agree to subscribe to the lowest priced Entry Level Package or TV Only Package or Homechoice Broadband (as the case may be) at all times during this Agreement.

9.5 if we provide any extra Services to you, you agree to accept those Services for at least the minimum period notified to you by us.

Maintenance Services

1. Subject to the Terms and Conditions of this Agreement we shall provide such infernance and/or repair services as are, in our sole opinion, required to provide

or improve the Services.

10.2 By entering into this Agreement, you undertake to notify us promptly if any Equipment or the Services are not performing properly.

10.3 Maintenance services will be provided during our normal working hours.

11 Suspension Of Services
11.1 We may at our sole discretion elect to suspend provision of the Services or performance of any of our obligations until further notice without liability to you if you are in breach of any of your obligations under this Agreement, including if we suspect that you are using the Services for any commercial purposes or if you are involved in the unlawful copying of content of any of the Services.

11.2 If we exercise our suspension rights in respect of an event in Conthis will not exclude any right we may have to end this Agreement later that or any other event.

12 Liability
12.1 Nothing in this Agreement shall exclude or restrict our liability: 12.1 vorning in this Agreement snail exclude or respired our liability.

(a) for death or personal injury resulting from our negligence or that of our employees while acting in the course of their employment;

(b) arising from any defect in the Equipment if and to the extent we are liable under part 1 of the Consumer Protection Act 1987; or

(c) for any matter for which it would be unlawful for us to limit or exclude our liability.

12.2 We will be liable to you for any actual loss or damage you suffer directly as a result of us failing to carry out our obligations under this Agreement, not providing the Services to a reasonable standard or if we breach any of the duties imposed or us by law unless that failure is attributable to: (a) your own fault:

(b) a third party unconnected with our provision of the Services under this

Agreemment; or (c) events which neither we nor our suppliers could have foreseen or forestalled in spite of taking all reasonable care (including circumstances beyond our reasonable control set out in Condition 14).

12.3 Other than in relation to Condition 12.1, in the event of a breach of this Agreement by us we will not be liable to you for any loss, damage, cost or expensarising out of the breach which was not reasonably foreseeable by us at the Agreement Date including but not limited to:

(a) any losses relating to any business including but not limited to lost profits, lost data or business interruption; or 12.3 Other than in relation to Condition 12.1, in the event of a breach of this

(b) lost enjoyment or wasted time.

12.4 Our liability to compensate you (in the case of loss or damage other than in respect of a claim under Condition 12.1) shall be limited to a reasonable amount having regard to factors such as whether the damage was due to a negligent act or ornission by u.

12.5 You are responsible for the repair and maintenance of your apparatus (to which the Equipment may or may not be connected) and we shall not be liable for any loss 2.5 four are responsible to the open and the control of the properties of the proper

13 Use Of The Services
13.1 We may from time to time give you instructions or procedures which we bell are necessary for reasons of health, safety or the quality of the telecommunicatio service and you agree that any equipment connected to or used with the Service will be connected and used in accordance with those instructions or procedures

will be connected and used in accordance with those instructions or procedures applicable to that equipment.

13.2 You agree that you will not use the Services in a way inconsistent with any legislation, or any licence applicable to us or in a way that is unlawful or fraudulent whether against us, ET, or any public telecommunications operator.

13.3 You agree that your use of the Services and the Equipment is solely for your own private and non-business use and undertake that you will not (nor permit or assist any other person to) show publicly, copy or distribute any part of the material comprised in the Services, nor will you use any of the Services in a manner which constitutes a violation or infringement of the rights of any person (including but not limited to rights of copyright or confidentiality) or a violation or infringement of any duty or obligation of whatever nature to any third party.

13.4 Use of the internet service provided by us is subject to you accepting and complying with our Acceptable Use Policy.

complying with our Acceptable Use Policy.

14 Circumstances Beyond Our Control

14. Indivinishanding anything contained in this Agreement if we are unable to perform all or part of our obligations under this Agreement by virtue of any reason beyond our reasonable control including but not limited to problems with the Services resulting from the distance of the Installation Address from the local telephone exchange, industrial disputes, high velocity winds, fire, flood, earthquake explosion, power outages, decision of any Court or other judicial body of competer jurisdiction, unavailability of materials, equipment, transportation, power or other commodity failure, non-availability of programming facilities, act of Government or other prevailing authority, or the acts or omissions of public telecommunications operators, then such non-performance will not be deemed to be a breach by us of this Agreement.

15.1 We cannot guarantee that our offer will remain open to you if you do not return your signed copy of this Agreement to us within 3 months from the date of the cover

letter accompanying it.

15.2 We reserve the right at any time to assign this Agreement, provided always that no assignment will affect any guarantees to you under this Agreement, to any company, firm or person whatsoever. This Agreement is personal to and may not be covered business. assigned by you.

15.3 If we waive a breach of this Agreement by you, that waiver is limited to the particular breach. Our delay in acting upon a breach is not to be regarded in itse

15.4 Any notice under this Agreement shall be in writing and shall be deemed to have been duly given if left at or sent by post or facsimile transmission (confirmed by post) to the postal address of the post at or sent by post or facsimile transmission (confirmed by post) to the postal address of when the post and the post of the postal address of which notice has previously been given by the party to be served and will be deemed to have been received when left or on the day it ought to have been received in the due course of post or facsimile transmission. 15.5 This Agreement comprises the entire agreement between us and you and overrides any prior understanding, agreement or representation of whatsoever nature relating to this Agreement and no representation, term or statement, written or oral (save as referred to in this Agreement and for fraudulent misrepresentation).

shall be binding on us.

15.6 This Agreement does not confer any rights on any party other than

15.7 This Agreement shall be construed and interpreted in accordance with English Lav

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acceptable use policy

Our policy for the acceptable use of Homechoice Internet Service. Please read these terms and conditions carefully as they are applicable to your use of the Homechoice Internet Service (the "Internet Service") and explain what you can and cannot do with your Internet Service. These terms are legally binding and form part of the terms and conditions included in your Homechoice Agreement. The Homechoice Agreement can be found on our website at www.Homechoice.co.uk or you may contact our Customer Care line on 0845 678 3333 to request a copy or enquire about any of your rights and responsibilities under

these terms. We may change or update the terms of our Acceptable Use Policy at any time and such updated policy shall be displayed on the www. homechoice.co.uk website. We recommend that you visit our website regularly to ensure that you are aware of the changes.

echoice provides you with a fast Internet Service providing access to the World Wide Web and email, depending on the package you have selected. In addition, Homechoice provides you with up to 100MB of space which can be used to develop personalised web sites, subject to the terms of this Acceptable Use Policy.

the terms of this Acceptable Use Policy.

1. Use of the Internet Service and compliance with Law

1.1 You agree that you will only use the Internet Service in a way which is consistent with these terms and conditions and which is not in violation of any law or regulation which is enforceable in the United Kingdom. In particular, you agree that you will not use the Internet Service:

1.1.1 for any commercial or business purpose whatsoever, including to advertise or offer to sell any goods or services; or

1.1.2 allow others to use it other than at the address at which the Internet Service is installed; or

1.1.3 to send, receive, encourage the receipt of, upload, download, use or reuse any material which is offensive, abusive, defamatory, obscene or menacing or a preach of the copyright, trade mark, confidence, privacy or any other rights of ar

person; or 1.1.4 in a manner which is invasive of another's privacy, causes annoyance, inconvenience or needless anxiety to any person; or 1.1.5 to upload or send unsolicited e-mail or otherwise transmit any unsolicited advertising or promotional materials; or

advertising or promononal materials; or 1.1.6 to upload or send any material which contains software viruses or other codes, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment; or 1.1.7 to conduct or forward surveys, contests, pyramid selling schemes or chain letters: or

1.1.8 in any manner which would interfere with or disrupt the Internet Service or

1.1.8 in any manner which would interfere with or disrupt the Internet Service or contravenes any instructions which we may give to you in connection with the Internet Service from time to time; or 1.1.9 in any manner which would contravene the Computers Misuse Act 1990; or 1.1.10 in any manner which infringes or breaches any third party trade marks (which shall include but not be limited to copyrights, trade marks, design rights, trade secrets, patents, moral rights and performance rights]. For the avoidance of doubt, the installation or distribution of "prated" software or other software products that are not appropriately licensed to you will constitute a violation of Trademarks.
1.2 You acknowledge that the Internet Service will only support shared internet access for up to a maximum of 3 personal computers which have been connected up to the Internet Service on a wired, wireless or combination basis by a Homechoice engineer.

up to the Internet Service or a wired, where the Homechoice engineer.

1.3 You acknowledge that Homechoice cannot install, configure or offer tech support or advice in respect of any of your equipment used in connection will Internet Service, whether to enable a wireless connection or otherwise, unler equipment has been supplied and installed by us.

expuriment has been supplied and installed by us.

1.4 You agree not to exceed the download limit allocated to your Internet Service.

For the 1Mbps service the download limit is 30GB per month and for the 2Mbps service the download limit is 45GB per month.

1.5 Where we have not applied a fixed limit to the amount of data that you may upload or download, we reserve the right to impose a limit where, at our discretion, we consider that your usage is affecting or may affect other users' enjoyment of the Internet Service.

or your usage of the service exceeds what we consider to be reasonable for

domestic use.

1.6 You acknowledge that the Internet is designed to appeal to a broad audie it is your responsibility to determine whether any of the content accessed via Internet Service by children in your household is appropriate. 1.7 You acknowledge that the Internet Service and any information or goods, which you obtain from the Internet Service, are provided for your personal use only and may not be used for any commercial purposes or distributed commercially without our prior written permission.

1.8 Given the global nature of the Internet you agree to comply with all local rules 1.8 Given the global nature of the Internet you agree to comply with all local rules regarding online conduct and acceptable content. You also agree to comply with any applicable rules regarding the export of technical data from any country including but without limitation the United States.
1.9 You acknowledge that we are not obliged to monitor your use of the Internet Service but that we and our agents reserve the right to refuse or to remove any material which you upload or send using the Internet Service without notice to you if we believe, in our absolute discretion, that such material breaches these terms and conditions.

and conditions.

1.10 You are responsible for ensuring that any others in your household who you allow to use the Internet Service (such as those who have received a PIN from us) use the Internet Service in accordance with these terms and conditions.

1.11 If we believe that the Internet Service is being used in contravention of these terms and conditions we are entitled to disconnect the Internet Service without giving notice to you. Prior to restoring the Internet Service (which shall be at our absolute discretion) we may require an assurance from you in a form we deem acceptable that there will be no further breach of these terms and conditions.

ion of the Internet Service and Our Liability

2.1 We will use commercially reasonable endeavours to ensure that the In Service is fully operational at all times. However we cannot guarantee that the linternet Service will be fault free or that your access to the Internet uninterrupted and we will not be liable to you if your access to the Internet interrupted or restricted at any time for reasons beyond our reasonable of ours to ensure that the Internet

22 Due to the nature of the Internet and the fact that in providing the Internet Service to you we must rely on third party services, we cannot guarantee specific levels of service performance.

2.3 We reserve the right to restrict access to the Internet Service and to impose data traffic restrictions at our discretion, in order to provide upgrades, implement 2.3 We reserve the right to restrict access to the Internet Service and to impose data traffic restrictions at our discretion, in order to provide upgrades, implement new facilities, allow data retrieval and maintain service levels. Where practicable you will be advised of any such measures by e-mail and/or via our website within

reasonable timeframe.

2.4 We reserve the right to filter emails and to remove emails containing, or suspected by us of containing, a computer virus and/or any email which we absolute discretion, consider to be email spam but we are not under any ob to monitor the content of any use or transmissions of the Internet Service. Vernalis which are considered by us to be email spam are not removed, we rether right to modify the header of such emails so as to identify such email as 2.5 Homechoice has an email storage limit of 15MB per email account. This is for the 2.5 nonectione has all refinal society and to collect them through your email progr storage of youthook Express). Every time you collect them through your email progr (eg Outhook Express). Every time you collect your emails they are removed from storage server and your limit is reset. If your email account reaches 15MB any re emails will not be accepted and will be bounced back to the sender.

emais will not be accepted and will be bounced back to the sender.

2.6 Any unread emails that are older than 120 days may be deleted by us without prior notice to you. Please ensure that you regularly check your emails to make sure you do not unintentionally enable their deletion.

2.7 We do not guarantee that use of the Internet Service will be compatible with all hardware and software which you may use to access it.

2.8 We are not liable to you for any damage or loss arising from the consequenced viruses received by you via the Internet Service or for any losses related to any business, including but not limited to lost data, lost profits, business interruption or wasted expenditure.

wasted expenditure.

2.9 If you become aware of a fault occurring with the Internet Service you should notify us by emailing us at support@homechoice.co.uk or phoning us on 0845 678 3333. We will endeavour to rectify the fault as soon as reasonably practicable. 3 Suspension and Modification of Internet Service Your access to the Internet Service may occasionally be interrupted or restricted to allow for repairs or maintenance to be carried out or the introduction of new facilities or services. We will endeavour to restore the Internet Service as soon as possible. We may modify the Internet Service at any time with or without notice.

ermination may restrict, suspend or terminate your use of the Internet Service if we believe, ur absolute discretion, that you have breached these terms and conditions or the ns of the Homechoice Agreement at any time. The suspension or termination Internet Service will be without prejudice to any rights that we may have against

you under the Homechoice Agreement.

5 Links
5.1 The Internet Service may provide links to Web sites operated by third parties Such links are provided for your convenience only. We have no control over these sites and are not responsible for their availability or content. Our inclusion of links to such sites does not imply any endorsement of the material on such sites or any

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telephone service terms & conditions

Please read these terms and conditions carefully as they are applicable to your use of Homechoice's Call Service or Line Rental Service (as defined below) where you have elected to receive such services from us. These terms are legally binding. If you have any queries regarding your rights or responsibilities under these terms and conditions, please contact Customer Care on 0845 678 3333.

In these terms and conditions the following words and expressions shall have the wing meanings:
mative Provider means a provider who in our reasonable opinion provides
ices which are compatible with the receipt of services under the Homechoice
sement, 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;

Call Service means the carrier pre-selection phone service or any other fixed line residential calls service provided by us pursuant to these terms and conditions (excluding the Line Rental Service);

Call Options means the additional call facilities available which are set out in the Telephone Service Price List;

Exercite Alice Additional.

Fixed Line Network means the telecommunications network over which we provide

the Telephone Services;

Homechoice Agreement means the agreement between you and us for our broadcast services, video on demand and/or internet services;

Line Rental Service means the service we provide to you to allow you to rent access to a telephone line together with the fixed line residential calls service provided by us pursuant to these terms and conditions;

Network Operator means any third party telecommunications network or system operator which we use to provide the Telephone Services;

Service Number means the telephone number you provide to us which will allow us to provide the Telephone Services to you; Telephone Services means the Line Rental Service or the Call Service and any Call Options that you order and we agree to provide to you subject to these terms and conditions.

Telephone Service Price List means our price list from time to time on www choice coult, which includes details of our charges for the Line Rental Service the Call Service and available Talk Plans and Call Options; Plan means "thomechoice Treetime Calls" or "Homechoice Anytime Calls" or any plan or option we may introduce in the future as referred to in the Telephone

2.1 We will provide the Telephone Services to your home address where you 2.1 We will provide the Telephone Services to your home address where your Homechoice subscription is received. We will notify you of the date on which Telephone Services will commence. The Telephone Services should commen before the later of 30 days after the commencement of the services under the Homechoice Agreement or 30 days after you place your order with us. You she aware that we rely on Network Operators to provide the Telephone Service and there can sometimes be delays. If this happens we will notify you as soor possible.

2.2 You have asked us to provide the Telephone Service to the Service Number 2.3 You are eligible to receive the Telephone Services only while y Agreement is in force, although at our absolute discretion we may

Agreement is in force, although at our absolute discretion we may waive this requirement.

2.4 'Free', 'unlimited' or 'inclusive' calls which form part of any Talk Plan which we provide to you only include calls to UK area codes which commence 01 and 02 (e.g. 020, 0161) at the times specified in the Telephone Service Price List. Calls to non-geographic, international, mobile and premium-rate numbers are excluded from any 'free', 'unlimited' or 'inclusive' calls and will be charged for as specified in the internet on numbers commencing 01 or 02 and to charge for or block calls to the internet on numbers commencing 01 or 02 and to charge for or block access codes or numbers for calling cards and other call providers.

2.5 The Telenburge Services are provided to you using our selected Network.

or numbers for calling cards and other call providers.

2.5 The Telephone Services are provided to you using our selected Network Operators and you authorise us to act on your behalf in all dealings with such Network Operators in connection with us being able to provide or to continue provide you with the Telephone Services.

2.6 Some services provided by other Network Operators and / or Alternative Providers may not be compatible with the Telephone Services.

3.1 To use the Telephone Services you must agree to pay our charges as set out in Condition 7.
3.2 You must ensure that any telecommunications equipment that you use in connection with the Telephone Services is in good working order and conforms at all times to all applicable regulations and laws. We are not obliged to provide you with any telephony equipment or maintenance services in relation to your existing

equipment.
3.3 You agree to use the Telephone Services in accordance with our 'Use of the Services' policy set out in Condition 8.
3.4 You agree to use the Telephone Services for your household's private, non-business use only and not for any commercial purpose. You must not re-supply, reself or otherwise make the Telephone Services commercial; available to any

other person.
3.5 You agree and authorise us and our selected third party telecommunication suppliers to route your calls as may be necessary to enable us to provide and administer the Telephone Services to you.
3.6 You must not connect any equipment to the Fixed Line Network without our prior 4.6 You must not connect any equipment to the rised Line Network without our permission ofter than using a main phone socket. If you connect any equipment the Fixed Line Network without our consent, or if any equipment we allow you to connect causes harm to the Fixed Line Network you must disconnect immediately upon our request or allow us to disconnect if for you.

 Provision of the Call Service
 1 If you have elected to receive the Call Service, the provisions of this Condition 4 will apply.

4.2 We are only able to provide the Call Service to a single BT Telephone Line,

connected to a Homechoice set top box. You must possess (and contin cossess) a BT Telephone Line at your home where we supply the service are not the account holder in your home, you must be and warrant that you suthorised by them to receive the Call Service.

authorised by them to receive the Call Service.

4.3 Calls med to the Emergency Services or BT Operator Services are routed via BT and are not made through our Call Service. Any charges for these calls where relevant will appear on your bill from either BT or your Alternative Provider.

4.4 You acknowledge that the telephone line and connection are provided by BT or an Alternative Provider. If there is a fault with either the BT Telephone Line or the oconnection, you should contact BT on 0800 800 151 or your Alternative Provider on their help line (as applicable). You remain responsible for any charges made by BT or an Alternative Provider relating to your telephone line and connection (together with any repair and maintenance charges, unless caused by our negligence). 4.5 If you already receive call services from another provider, the other service

4.5 If you already receive call services from another provider, the other service provider should continue to provide its services to you until the transfer to our services is complete unless they notify you otherwise. Please be aware that you may be responsible for early termination charges (if applicable) if you transfer for an existing provider to us prior to expiry of any minimum period in your contract

with that provider.

4.6 You should be aware that some services such as call barring may be inoperal when you transfer over to the Call Service. Please contact Customer Care on 08-678 3333 if you would like more information about this. Please be aware that you may be responsible for another provider's charges if you transfer from such providers and do not give the required notice period to cancel such services. 4.7 We may agree to provide you with the Line Rental Service in which case the provisions of Condition 5 shall apply.

5. Provision of the Line Rental Service
5.1 If you have elected to receive the Line Rental Service, the provisions of this

will nyou have elected to receive the Line Rental Service, the provisions of this Condition 5 will apply.

25 Lif you already receive line rental services from another provider, the other service provider should continue to provide its services to you until the transfer to our services is complete unless they notify you otherwise. Please be aware that you may be responsible for early termination charges (if applicable) if you transfer from an existing provider to us prior to expiry of any minimum period in your contract with that provider.

5.3 If we do provide you with a telephone number you are not entitled to advertise

triat number in any phone box.

5.4 You should be aware that some services such as call barring may be automatically removed from your line when you transfer over to the Line Rental Service. Please contact Customer Care on 0845 678 3333 if you would like mor information about this. Please be aware that you may be responsible for anothe provider's charges if you transfer from such provider to us and do not give the required notice period to cancel such services.

6. Provision of Personal Information
6.1 You agree to provide us with any information that we or our selected third party telecommunication suppliers reasonably require to enable us to provide you with the Telephone Services.

6.2 Your personal data will be used by us in accordance with Condition 5 of the Homechoice Agreement and those provisions are incorporated into these terms conditions to the extent applicable.

7. Charges and Billing
7.1 The charges for your use of the Telephone Services will be billed by us ro on the bill you receive pursuant to your Homechoice Agreement for receive the pursuant to your Talk Plan will be a proved of your Talk Plan will be I will be my you receive pursuant to your Homechoice Agreement for receipt of other nvices. Any fixed monthly charges which form part of your Talk Plan will be billed us monthly in advance and any additional call charges will be billed by us monthly arears. Where possible the charges will appear on your next bill but sometimes are may be a delay.

8. Use of the Services

8.1.2 is fraudulent, criminal or defamatory; or

8.1.2 is fraudulent, criminal or defamatory; or 8.1.3 may, in our reasonable opinion, infringe the rights of any other person.
8.2 You may not use the Telephone Services in such a way that may damage or affect the quality of the Telephone Services or any telecommunications system used to provide the Telephone Services. This may include excessive use of the service inconsistent with that which might be reasonably expected of a residential consumer 8.3 At our discretion, we may set a call limit on your account. Homechoice Custome Care on 0845 678 3333 can confirm this for you.

9.1 We may (at our assolute discretion) restrict, suspend or terminate provision of at or part of the Elephone Services immediately:
9.1.1 if we reasonably believe that you are misusing or have misused the Telephone Services contrary to these terms and conditions, including, without limitation, use of the services in breach of Condition 8, whether or not you were aware of the misuse;
9.1.2 if you fail to pay us the charges you owe us for use of the Telephone Services in accordance with these terms and conditions and you have not agreed an arrangement for payment within seven days of our informing you that your account is overfule:

is overdue;

9.1.3 if you fail to use the Call Service (if applicable) for a period of 6 months or more

9.1.4 if you have exceeded the call or credit limit for your use of the
Telephone Services;

9.1.5 if any Ofcom authorisation of ours (or the authorisation of any relevant third
party telecommunications supplier or regulator) expires or is revoked or modified in
any respect which materially or adversely affects our ability to provide the Telephone
Services to you:

Services to you; 9.1.6 if we have to do so to comply with any order, instruction or request of any authorised government body or authority or any Emergency Services organisation

Homechoice Agreement comes to an end or we suspend any other Homechoice services we provide to you); or 9.1.8 (where relevant) if you fail to maintain a BT Telephone Line in accordance with Condition 4.4 of these terms and conditions.

92. We may elect to temporarily restrict your ability to make premium rate or international calls where we notice unusual call patterns.

if your Homechoice Agreement ends.

10.2 You may cancel provision of the Telephone Services at any time within 8 working days of either the date of your Homechoice Agreement or the date on which you ordered the Telephone Services, whichever is the later date.

10.3 Otherwise, either party may end this agreement at any time and for any reason on giving the other not less than:

Inter and can services their you may give us 10 working days induce in willing. 10.4 You should be aware that if you want to end the provision of Line Rental Services and still receive services under the Homechoice Agreement you must follow the procedure set out in Condition 10.3.2(b) otherwise you may not be able to receive services from us under the Homechoice Agreement which will entitle us to end the Homechoice Agreement and may result in you paying early termination charges. Please contact Customer Care on 0845 678 3333 if you want more information.

Faults with the Line Rental Sen 12. Faults with the Line Rental Service
12.1 Please contact Customer Care on 0845 678 3333 in the event that you suffer or suspect that there is a fault with the Line Rental Service we provide to you.
12.2 If we decide that an engineer should be sent to your permises to investigate or repair a fault we will notify you of an appointment time and you are responsible for ensuring that our engineer has access to your premises where the Line Rental Service is being provided.

Service is being provided.

12.3 If an engineer attends a fault and decides that the fault has been caused by your equipment, you will be responsible for paying the charges for any work carrie out by the engineer to fix the fault.

12.4 We will only be responsible for the cost of repairing any fault with the Line Rental Service where such fault has arisen as a result of our failure or the failure of a Network Operator to provide the Line Rental Service or faults due to fair wear

13.2.1 a general change to these terms and conditions 30 days before the change is due to take place; and

14.1 We will try to work through any disputes that you may have with us. However, five cannot do this, you can refer the matter to any relevant dispute resolution service. Details of how to do this are set out in our Customer Code which is on the 'donechoice website.

this information.
7.4 You are responsible for all call charges incurred as a result of use of the Telephone Services by you or anyone else at the address where the Telephone Services are provided to you.
7.5 You may not incur charges of any kind in respect of the Telephone Services (excluding Homechoice Anytime subscription fees) in excess of £300 (or such other larger sum as we may notify you from time to time)in any one month. If at any time you exceed such limit we will contact you and request immediate payment.

7.6 You may add or remove Call Options at any time by contacting Customer Care on 0845 678 3333.

8.1 You must ensure that you do not use the Telephone Services for any unlawful or improper purposes. You may not use the Telephone Services in any way in connection with any message or communication which:8.1.1 is offensive, abusive, indecent, obscene or menacing (which includes making

9.3 We reserve the right to disconnect a single call which lasts for 3 hours or more to protect against your phone not hanging up properly. You may redial if you wish

10. Ending Provision of the Telephone Services
10.1 We may (at our absolute discretion) end the provision of the Telephone Services if your Homechoice Agreement ends.

on giving the other nor less tran:

10.3.1 in the case of Call Services, 10 working days' notice in writing.

10.3.2 in the case of Line Rental Services; (a) 30 days' notice in writing; or (b) if you have first arranged for Another Provider to provide you with access to a telephone line and call services then you may give us 10 working days' notice in writing.

10.1, 10.2 or 10.3 you may no longer have access to a telephone line or any home telephone services and you will need to make alternative arrangements with another telephone services provider.

13.2 We will advise you of any changes to these terms and conditions as follows

Homecroice website.

14.2 If we waive a breach of these terms and conditions by you, that waiver is limited to the particular breach. Our delay in acting upon a breach is not to be regarded in

conditions to the extent applicable.

6.3 You acknowledge that we may need to supply your personal information to our selected third party telecommunication suppliers for the purpose of enabling provision of the Telephone Services and to charge you correctly.

Taz All applicable charges are payable by you in full by Direct Debit. We will collect your payment for the Telephone Services at the same time and under the same instruction as set up in respect of the other services provided under your Homechoice Agreement (and you agree that we may change that instruction for this purpose, if required).

7.3 Fully itemised call charges will be available through a secure website, or by such other means as we may decide from time to time. Homechoice will provid you with a password in your Homechoice welcome letter enabling you to access this information.

Restricting, Suspending or Terminating the Telephone Services
 We may (at our absolute discretion) restrict, suspend or terminate provision of all

or 9.1.7 if you become ineligible to receive the Telephone Services (for example, if your

9.4 If we agree to reinstate provision of the Telephone Services this will be done as soon as is reasonably practicable.

10.5 If we disconnect the Line Rental Services for any reason pursuant to Condition

telephone services provider.

11. Our Liability to You.

11.1 Nothing in these terms and conditions shall exclude or restrict our liability to you for death or personal injury resulting from our negligence.

11.2 We will be liable to you for any actual loss or damage you suffer directly as a result of us falling to carry out our obligations under these terms and conditions, not providing the Telephone Services to a reasonable standard or if we breach any of the dudies imposed on us by law, unless that failure is attributable to:
11.2.1 your own fault;

11.2.2 a third party unconnected with our provision of the Telephone Services; or 11.2.3 events which neither we nor our suppliers could have foreseen or forestalled in spite of taking all reasonable care (including circumstances beyond our reasonable control).

13. Urlesserve the right to make changes to this agreement for any reason which we consider necessary, Reasons for such changes may include (without limitation) comply with security, legal or regulatory requirements, or due to changes related to our Network Operators or other third parties on whom we rely to provide the

due to take place; and 13.2.2 a change to your current Talk Plan or option or our pricing arrangements with you on your next bill, unless we have had to increase any of our prices, when we shall give you at least 30 days' notice.

snart give you at reast 30 days' notice.

13.3 If we change these terms and conditions pursuant to this Condition 13, you may terminate this agreement pursuant to Condition 10.3

to the particular breach. Our delay in acting upon a breach is not to be regarded in itself as a waiver.

14.3 These terms and conditions shall be construed and interpreted in accordance with English Law.