



toob business broadband terms and conditions

1. About us

We are toob Limited, a company incorporated in England with company registration number 11051348. Our registered office is at Building 4000, Lakeside, North Harbour, Portsmouth, PO6 3EN.

You can contact us by emailing us at helpdesk@toob.co.uk or by calling our customer support team on 0800 368 9458.

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

2. These terms of service

These terms are for customers who have purchased or ordered our business broadband service. By placing an order for our business broadband service you confirm that you are a business customer and that you are authorised to enter into contracts for your business.

Please read these terms carefully as they apply to the order by you and are the terms and conditions on which we supply our business broadband service to you. They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing, and they contain important information regarding the Service that we supply to you. You will be responsible for paying the charges for the Service. Your Agreement with us comprises the following:

- These terms
- Your Service Activation email
- Your Order Confirmation email
- Our business broadband Charges and Fees document (www.toob.co.uk/legal)
- Our Acceptable usage policy (www.toob.co.uk/legal)

If any of these documents contradict each other, the document higher up the list takes priority.

You should also look at our Privacy Policy (www.toob.co.uk/privacy-policy) regarding how we use personal information.

The Agreement is the entire Agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Agreement.



3. Key terms

- You have a **Minimum Contract Period** as stated in your Order Confirmation email. If you want to end the Agreement before the end of this term, then you may be charged an Early Termination Fee in accordance with this Agreement.
- Unless our service has already been installed at your property, **you will require an engineer visit to connect your property** to our full fibre network and install a fibre termination point and router in your property.
- **You must have permission from the landlord or freeholder** before installation can take place.
- You can cancel your order at any time up to 2pm the day before your scheduled installation date at no cost and you can leave up to 14 days after the Service has been activated without incurring any Early Termination Fees.
- We provide a **broadband only service**. Our Service does not include any telephony. If you require a telephone service, it can be provided by a third-party voice over internet protocol (VOIP) provider.

4. Placing an order

You can place an order for the Service:

- On our website (www.toob.co.uk)
- Over the phone with one of our customer service agents (0800 368 9458)

We can only accept orders to properties where the Service is available (see our service availability checker on our website www.toob.co.uk).

When you place an order, you are making an offer to buy the services specified in the order, subject to these terms. You will need to arrange an appointment for the installation of our network equipment. You will be provided with your toob wi-fi router at the point of installation.

When placing an order, **we will require**:

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

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

- Any Upfront costs – see section 10
- Monthly recurring costs – see section 10
- Minimum Contract Period – see section 5



- Planned service installation date – see section 7
- Your order number
- A copy of these terms and conditions

If we need to contact you in connection with the Service, we may do so by phone or by writing to you at the email address you provided to us in your order. We may also send customer service announcements to you by email or text to your mobile phone. You agree that you are responsible for ensuring that the contact details you provided are accurate and kept up to date, and you are responsible for notifying us if you do not receive your Order Confirmation and Service Activation emails. Please see our privacy policy for more details.

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

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

5. Contract period

Your Agreement with includes a Minimum Contract Period which is detailed in your Order Confirmation and which starts on the Activation date (for new orders) or on the date as detailed in the Order Confirmation (for changes, upgrades and renewals). During this Minimum Contract Period, you must keep and pay for the Service unless you or we can end the Agreement earlier.

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

6. Your rights to cancel the Service and end the Agreement

6.1. Before installation

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

6.2. Within your Cooling off period

After the Service has been activated, you can still cancel your order within 14 days of your Activation date by calling customer services or by filling in the customer cancellation form found on our website (www.toob.co.uk/legal). You will be refunded the fee for your first month of service, you will not be refunded any Installation fee.

6.3. Within your Minimum Contract Period

If you wish to cancel the Service and end the Agreement with us after the cooling off period but within the Minimum Contract Period, you must contact us at least 30 days' before the date you wish your cancellation to take effect; the date on which your



cancellation takes effect will be your Cancellation date. You may be required to pay an Early Termination Fee (ETF), which will be calculated by multiplying the number of full months left on your Minimum Contract Period after your Cancellation date by our Monthly early termination charge as detailed in section 10.3 of these terms.

6.4. When you move property

6.4.1. To a property where the Service is available

If you wish to continue with the Service, you may be required to start a new contract period for the new property. If you subsequently choose to cancel your new Agreement in the first 14 days of activation of the Service, and you were still within your minimum term of your previous Agreement, you may have to pay Early Termination Fees for the remainder of your previous Agreement.

If you do not wish to continue the Service with toob and are still in your Minimum Contract Period, then you may be required to pay Early Termination Fees as detailed in section 10.3 of these terms.

6.4.2. To a property where the Service is not available

If you are still within your Minimum Contract Period and you move to a property where the Service is not available, you may be charged Early Termination Fees in accordance with section 6.3 of this Agreement.

6.5. Because of our quality of service

If the quality of the Service is materially degraded, for a period of more than 30 days, or if we don't do something fundamental that we should have done under this Agreement, you may be entitled to end the Agreement early without incurring an Early Termination Fee.

6.6. Because of changes we make

If we change our services or the Agreement (to your material detriment), except where any increase or change is required by law or any regulatory authority, then you may end this Agreement early without incurring an Early Termination Fee. We will let you know if this is the case and what you need to do before the changes are made. If you take no action within 30 days of us informing you of the changes you will be deemed to have accepted those changes.

6.7. After the Minimum Contract Period

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



7. Installation

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

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

When the engineer arrives at your property, they will discuss and agree with you the external fibre route, the entry point into your property and the placement of the toob fibre box and wi-fi router within your property. If you do not agree to the installation, then the installation may be cancelled, and toob will not be liable for any failure to provide you with the Service. Two mains power sockets are required for installation, one for the Fibre termination point and one for the wi-fi router.

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

Once the engineer has installed the network equipment they will plug in and start your toob wi-fi router and ensure your router is connected to our network and is receiving expected download and upload speeds. If required or requested, the engineer will provide you with evidence of these speeds once the installation is complete.

More information regarding installation can be found on our website (www.toob.co.uk).

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

8. Equipment

As part of the installation we will need to install a Fibre termination point and a toob wi-fi router in your property.

The Fibre termination point belongs to us and should not be removed from your property without our prior consent or knowledge.

While you are a customer of toob we will maintain and repair or replace any defects or faults in the equipment in your property that we have provided to you, so that you can continue to receive the Service, including the toob wi-fi router and Fibre termination point.



If the router is damaged due to misuse or neglect and you wish to receive a replacement router you can do so and may be charged the Service restoration fee. If the Fibre termination point is damaged due to misuse or neglect, then you must report it to us as soon as possible and you may be charged the Service restoration fee for the installation of a new Fibre termination point.

The toob wi-fi router will belong to you from the point of Service activation. You may, if desired, replace your toob wi-fi router with another router of your choice. We are not responsible for the maintenance or repair of any third-party equipment connected to our network or for any degradation in service caused by any third-party equipment. We request that you retain your toob wi-fi router as we may need you to reconnect it to assist us in diagnosing any faults. You must not connect any equipment to our network that may harm it, or anyone else's equipment or Service. If you wish to dispose of your router, you are responsible for doing so in a responsible way.

9. Our Service

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

1. an installation service to connect you to our full fibre network,
2. internet access through our full fibre network,
3. a toob wi-fi router,
4. priority customer support – see section 14,
5. 24/7 technical support – see section 14,
6. Next day on site maintenance – see section 14,

We cannot guarantee fault free performance and the Service may be affected by factors outside our control for which we will not be liable. We will always try to fix faults as soon as possible when they do occur. If faults with the Service persist you may be able to terminate your Agreement without any Early Termination Fees.

The actual speeds experienced may vary from time to time and your devices may be affected by other limitations, including wi-fi positioning, wall thickness, interference and device capability.

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

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

Information on traffic management is available on our website here (www.toob.co.uk/legal)



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

It is your responsibility to ensure that:

- (a) the terms of your order are complete and accurate;
- (b) you co-operate with us in all matters relating to the Service;
- (c) you provide us, our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as we may reasonably require;
- (d) you provide us with such information and materials we may reasonably require in order to supply the Service, and ensure that such information is complete and accurate in all material respects;
- (e) you prepare your premises for the supply of the Service;
- (f) you obtain and maintain all necessary permissions and consents which may be required for the Service before the date on which the Service is to start;
- (g) you comply with all applicable laws, including health and safety laws, and the **Acceptable Use Policy**.

10. Charges and payment terms

The following section details the terms surrounding the charges and fees you may incur as part of the Service. Details of all the fees and charges you may incur can be found in your Order Confirmation email and in our Charges and Fees document. In consideration of us providing the Service you must pay our charges in accordance with this Agreement.

Our charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Service you must pay us such additional amount in respect of VAT, at the applicable rate, at the same time as you pay the charges.

10.1. Monthly service fee

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

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



10.2. Upfront costs

10.2.1. Installation fee

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

10.2.2. Additional installation costs

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

10.3. Other fees

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

10.3.1. Missed appointment fee

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

10.3.2. Early Termination Fee (ETF)

If you wish to cancel the Service before the end of your Minimum Contract Period in accordance with section 6 of this Agreement, you may have to pay an Early Termination Fee, which will be calculated in accordance with section 6.3. Your final bill and Direct Debit will consist of the regular monthly fee for the month in which the Service is ending and the Early Termination Fee for the remaining months.

For example, if your Cancellation date is part way through month 5 of the Service your final bill will be:

£50 (for month 5) + 13 x £18.50 (for the remaining 13 months of your contract) = £290.50

10.3.3. Service restoration fee

If the Service stops working and cannot be fixed remotely by our customer service team, we will send an engineer to your property to get the Service working again. If the fault in the Service is caused by damage to or misuse of the Network equipment, then you may be charged the Service restoration fee.

In extreme circumstances where the costs we incur in restoring the Service significantly exceed the Service restoration fee, we reserve the right to pass on to you some or all the additional costs we incur.

10.3.4. Late payment fee

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



11. Changes

We may be required to make minor changes to the Service or these terms to reflect relevant changes to the law or regulations or to implement minor technical or operational adjustments or to add new services. We will inform you of any changes to the terms via email.

We will not change your Monthly service fee during your Minimum Contract Period. An exception to this would be if the rate of VAT changes during the Agreement, in which case we will adjust the rate of VAT that you pay, and you will see this on your bill. We may review and change our other charges and fees from time to time based on changes in actual costs that we incur.

12. Suspension of Service and our rights to end the Agreement

12.1. Failure to pay

If you fail to pay the full value of your bill by the due date, as stated on your bill, and still do not make payment within 7 days of our reminder to you that payment is due we will reduce the Service to 1Mbps download and upload speed until full payment of all outstanding amounts has been received. If you still do not pay within 14 days of the reduction, the Service will be disconnected, and you will be liable to pay the Early Termination Fees as detailed in section 6.3 above.

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

12.2. Unacceptable usage

If we consider that you are in breach of our Acceptable Usage Policy (AUP), we will act as detailed in our policy (www.toob.co.uk/legal).

12.3. Other reasons

We may suspend the Service or end the Agreement if you (i) don't do something fundamental that you have to do under the Agreement (which includes, but is not limited to, your obligations set out in section 9 above) within 7 days of us asking you to do so in writing; (ii) misuse the Service in a way that may damage or affect the operation of our network; and/or (iii) become bankrupt. If we choose to end the Agreement in this way, then an Early Termination Fee will apply. We may also need to suspend the Service if asked to do so by regulators or if required by law.

13. Maintenance

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



14. Support

You will receive via your online portal, a priority business support number. Using this you will receive priority support from our customer service team during business hours and access to 24/7 technical support outside of business hours. Our business hours can be found on our contact page on our website.

You must not share this priority number publicly and you will be held liable for any degradation in customer support resulting from this number being shared with non toob business broadband customers.

Where technical issues cannot be resolved by our 24/7 support teams you will receive next business day, on-site maintenance, provided the issue is raised before 5pm.

15. Other important terms

15.1. Liability

We warrant to you that the Service will be provided using reasonable care and skill. We will not be liable to you for any loss or damage that is not directly caused by us or which is not foreseeable, for example loss of income, loss of business, loss of profit, loss of savings, any missed opportunities claims, loss of use or corruption of software, data or information, loss of or damage to goodwill and any indirect or consequential loss. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, both we and you knew it might happen.

We are not responsible (i) for any loss or damage to your own equipment caused by the use of the Service to access the internet, (ii) if you are not able to use the Service because your equipment does not work properly, is not compatible, does not conform to the relevant standard or does not meet the minimum specifications or because of faults in any 3rd party networks over which we have no responsibility, or (iii) for any loss or damage to data which is passed to you or from you over the internet as we have no control over it.

We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the Service by such dates will not give you the right to terminate the Agreement.

Except for fraud or where our negligence causes death or personal injury, we will not pay more than 100% of the charges in the previous 12 months for each claim or a series or related claims. The terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Agreement. Nothing in these terms excludes or limits our liability for anything we can't exclude or limit by law. This section 15.1 will survive termination of the Agreement.



15.2. Transfer of the Agreement

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

15.3. Delay

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

15.4. Entire Agreement

This Agreement is the entire Agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Agreement.

15.5. Governing Law and Jurisdiction

The Agreement between us is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Agreement to the exclusive jurisdiction of the English courts.

16. How to complain

If you have a complaint, please see our complaints policy (www.toob.co.uk/legal) which includes details on how to contact us.

If you wish to raise a concern regarding data privacy or the use of your personal data, visit our Privacy Policy for details of how to exercise your legal rights www.toob.co.uk/privacy-policy

17. Definitions

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

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

“Agreement” – the agreement between you and toob as detailed in section 2 of these terms.

“Bill date” – The date your bill is issued monthly, starting either within 24 hours of your Activation date or, where your Activation date is later than the 28th of the month, the 1st of the following month.



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

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

“Cooling off period” – 14-day period, starting on the activation date, within which you can cancel your Agreement without incurring any Early Termination Fees, as detailed in section 6.2.

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

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

“Early Termination Fee (ETF)” – The total fee for leaving your Agreement before the end of your contract period. Calculated by multiplying the Monthly early termination charge by the number of months left in your Minimum Contract Period.

“Fibre termination point” – toob owned network equipment, installed in your property which connects your local network to our fibre optic network.

“Installation” – Engineer visit to connect your property to our network. Including bringing a fibre optic cable into your property, installing a fibre termination point and a wi-fi router.

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

“Installation partner” – A third party, employed by us to install our network in your property.

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

“Monthly early termination charge” – A charge given for each remaining month in your Minimum Contract Period when you cancel your Agreement before the end of your Minimum Contract Period.

“Network Equipment” – Equipment which connects your property to our fibre network. Including cables, fibre termination point and wi-fi router.

“Order Confirmation email” – the email received after an order is placed, detailing your monthly payments, Minimum Contract Period, installation date and installation fee.

“Service” – The broadband service provided by us to you, as detailed in section 9 of these terms.



“Service Activation email” – email notification sent once the Service has been activated, confirming the start and end date of your Minimum Contract Period.

“VOIP” – Voice over IP, an over the top service which provides telephony through the internet rather than through traditional telephone cables.

“Wi-fi router” – broadband router, provided by us, which connects your devices to your local network and our fibre network.

“Your property” – The address you have provided where your business broadband service will be installed.