



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 023 9300 9300.

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 intending to use the Service wholly or mainly for business purposes and that you are authorised to enter into the Agreement for your business. You are our customer and your name, property address and any other contact details will be as set out on your Order Confirmation Email.

Please read these terms and all other parts of the Agreement carefully as they apply to the order of the Service by you and are the terms and conditions on which we supply our 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 Service Level Agreement (www.toob.co.uk/legal)
- Your Pre-contract Information Email (if you placed an order for our business broadband service after 17/06/22)
- 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, representation, assurance or warranty that is not set out in the Agreement.

In these terms any reference to an agreement, a policy or any other document, means that agreement, policy or other document as amended or updated from time to time.

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 period, 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.
- For any new Installation, **you will also require a Survey**, where an engineer will assess the work needed to be done at the point of Installation.
- **You must have permission from the landlord or freeholder** before Installation can take place.
- You can cancel your order and end the Agreement by notifying us. You can do this by calling our customer services team at any time up to 2 pm the day before your scheduled Installation Date at no cost.
- 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 (023 9300 9300)

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 Service, on the terms of the Agreement. You will need to arrange an appointment for the Installation of our Network Equipment. You will be provided with your toob Wi-Fi Router (and any Mesh



Wi-Fi unit we may provide to you in accordance with these terms) at the point of Installation.

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

- The **address** of Your 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 UK **mobile phone number**
- Your company name and authorised persons details
- 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 confirm the 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 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 Email and/or your Service Activation Email. 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 and it will continue unless and until it is ended by either of us in accordance with these terms. By placing an order, you accept that you have placed an order with us for the Service according to these terms and the Agreement.

5. contract period

Your Agreement with us 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 in accordance with these terms.

The Agreement and the Service will continue after the Minimum Contract Period until and unless the Agreement is terminated 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 2 pm on the Business Day before your scheduled Installation Date, contact us to amend your Installation Date or cancel your order and end the Agreement.

6.2. within your Minimum Contract Period

If you wish to cancel the Service and end the Agreement with us 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 no greater than the amount calculated as follows: multiply 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.

6.3. because of our quality of service

If the quality of the Service is materially degraded, for a period of more than 30 days under this Agreement, you may be entitled to end the Agreement early without incurring an Early Termination Fee.

6.4. because of changes we make

If we change the Service to your material detriment or if we make changes to the Agreement that are not exclusively to your benefit, then except where any such change is directly imposed by law or any regulatory authority, or is of a purely administrative nature and has no negative effect on you, 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 and the agreement will continue in force with those changes made to it.

6.5. 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 by notifying us. You can notify us by calling our customer services team. The Service will continue until the end



of your current Billing Period unless you are within 7 days of your next Bill Date when you notify us, in which case the Service and the Agreement will end at the end of your next Billing Period.

7. Survey and Installation

7.1. before Survey and Installation

If you do not have toob equipment installed at Your Property when you order the Service, then an engineer will need to firstly conduct a survey of Your Property and then return to Your Property at a later date to install the Service. We will confirm your Survey and Installation Dates by contacting you.

You confirm that you have obtained all necessary consents and permissions from the freeholder or landlord (including any required wayleave agreements) for us and our Installation Partners to conduct the Survey, and install, operate and maintain, in Your Property, the equipment necessary to provide the Service you have ordered. An authorised representative over the age of 18 must be present during the Survey and Installation. If you do not allow the engineer to access Your Property as arranged and without good reason, the Survey and/or Installation (as applicable) may be cancelled, and you may be charged a Missed appointment fee. We will be entitled to recover from you any costs, expenses and other liabilities that we may incur or suffer as a result of or in relation to any claims brought against us and/or damages sought or awarded as a result of you failing to obtain any such consents and permissions.

7.2. the Survey

To install toob equipment at Your Property, a survey will need to be conducted at Your Property by an engineer ("Survey").

When the engineer arrives at Your Property for the Survey, they will assess the requirements for us to be able to provide the Service at Your Property and 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. In the event that we cannot agree how to proceed, you or we may end the Agreement.

The engineer will also determine whether Your Property is suitable for a Standard Installation, or if it requires a Non-Standard Installation, and will inform you of this decision once the Survey is complete. If you agree to go ahead with the Installation, you will be liable to pay the Standard Installation fee or the Non-Standard Installation fee (as applicable and as set out in the Charges & Fees document) in accordance with the Agreement.

7.3. the Installation

If you do not agree to the Installation and associated costs, or if you change your requirements between the Survey and the Installation Date and we are unable to accommodate those requirements (including by changing your requirements so that the Installation changes from a Standard Installation to a Non-Standard Installation),



then the Installation may be cancelled, the Agreement will end 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 (plus an additional power socket if you are receiving a Mesh Wi-Fi unit).

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 we are still unable to complete the Installation during this further appointment due to safety, technical or other reasons (including being unable to contact you or re-arrange access to Your Property despite using our reasonable efforts), your order will be cancelled at no cost to you, the Agreement will end and we 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. If you have requested, and we agree to provide you with, a toob Mesh wi-fi unit prior to or during the Installation, the engineer will also install this and ensure it's connected to our router.

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

7.4. standard installation

A Standard Installation comprises the below, and if any one of these are exceeded the Installation becomes a Non Standard Installation:

1. Up to 10m dig or 100m aerial deployment of fibre to Your Property from the nearest distribution point
2. Up to 10m of external wiring from the first point of contact or connection with your property, to point of entry
3. Internal wiring of up to 10m from point of entry, or to the closest power socket if further than 10m

8. equipment

8.1. our equipment

As part of the Installation, we will need to install a Fibre Termination Point, a toob Wi-Fi Router and (if applicable) a toob Mesh Wi-Fi unit 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 have an Agreement with us, we will maintain and repair or replace any defects or faults in the equipment in Your Property that we have provided to you under the Agreement, so that you can continue to receive the Service, including the toob Wi-Fi Router, Mesh Wi-Fi unit and Fibre Termination Point.

If the router and/or the Mesh Wi-Fi unit (if applicable) that we have provided is damaged due to misuse or neglect and you wish to receive a replacement router (and/or Mesh Wi-Fi unit) you can do so in which case you may be charged the Service restoration fee for each replaced item. 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 and (optional) Mesh Wi-Fi unit that we have provided under the Agreement 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.

You consent to us from time to time deploying software and/or firmware updates to the router and Fibre Termination Point that we have provided to you under the Agreement. In the event that we, or an engineer working on our behalf, suggests a replacement, we will swap it for a new piece of equipment.

You must retain the toob Wi-Fi Router during the term of the Agreement as we may need you to reconnect it to assist us in diagnosing any faults and apply the terms of the SLA. 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 and/or (if applicable) Mesh Wi-Fi units, or if we replace any toob equipment in Your Property, you are responsible for disposing of any such equipment in a responsible way and in accordance with all applicable laws and regulations.

8.2. our rights under the Communications Act 2003.

You agree that, at our request, some or all of our equipment placed on Your Property may remain, including the internal network termination point, irrespective of whether you or any subsequent owner or tenant enters into any subsequent agreement with us for services. You should ensure that any future purchaser or tenant is made aware that the property is connected to our network and the location of our equipment.

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 and survey to connect you to our full fibre network,
2. internet access through our full fibre network,



3. a toob Wi-Fi Router,
4. a Mesh Wi-Fi unit (if provided in accordance with these terms)
5. a single Static IP (if you selected this option during the order process)
6. customer support – see section 14,
7. technical support – see section 14,

We warrant to you that the Service will be provided using reasonable care and skill. 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 may ask you to install local troubleshooting tools on your equipment to help confirm or diagnose faults or issues. We do not warrant, represent or guarantee that the Service and/or equipment we supply will be virus-free, worm-free, spam-free or inaccessible to malicious code or malignant third parties.

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.

For information on our support for vulnerable customers, please call us or see our vulnerable customers policy at www.toob.co.uk/legal.

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

The internet address allocated to you will always belong to us and cannot be sold or transferred to anyone else. If you have ordered a Static IP, you will be allocated a public IP address for the duration of your Agreement with us. If the Agreement ends and you subsequently enter into a new agreement with us, we cannot guarantee you the same Static IP as you had previously. If we are aware that your Static IP will change, we will use reasonable endeavours to provide you with as much notice as reasonably possible.

You shall 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 Property, 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 Property for the supply of the Service;

(f) you obtain and maintain all necessary permissions and consents which may be required for the Installation and Service before the date on which the Service is to start;

(g) you and all Users comply with all applicable laws, including health and safety laws, and the **Acceptable Usage Policy**.

(h) you report and record any outages in accordance with the SLA.

10. charges and payment terms

Details of the fees and charges you may incur under the Agreement can be found in your Order Confirmation Email and in our Charges and Fees document. Further detail is also provided below. In consideration of us providing the Service you must pay our charges and fees in accordance with this Agreement.

All charges and fees under this Agreement 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 and fees.

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 for the Monthly Service Fee will be taken until after the Activation Date.

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. Standard Installation fee

This is a one-off fee included in your first bill and Direct Debit payment. This is the fee applicable for a Standard Installation.

10.2.2. Non-Standard Installation fee

This is a one-off fee included in your first or second bill and Direct Debit payment. This is the fee applicable for a Non-Standard Installation. By proceeding with a Non-Standard Installation, you agree to pay this fee.



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, or an authorised representative over the age of 18 are unable to attend your Installation or Survey appointment and fail to inform us before 2 pm 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 that Installation or Survey appointment.

10.3.2. Early Termination Fee (ETF)

If you wish to cancel the Service by ending the Agreement before the end of your Minimum Contract Period in accordance with section 6.2 of these terms, you may have to pay an Early Termination Fee, which will be calculated in accordance with section 6.2. We both agree that the amount of the Early Termination Fee is a genuine pre-estimate of the loss likely to be suffered by us. Your final bill and Direct Debit will consist of the regular Monthly Service 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 no greater than:

£50 (for month 5) + 5x £18.50 (for the remaining 5 months of your contract) = £142.50

10.3.3. Service Restoration Fee

If send an engineer to Your Property as a result of a fault with the Service that you report to us, and we find that 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.

10.4. late payment interest

If you fail to pay the full value of any outstanding bill by the Due Date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

11. changes

We may be required to make minor changes to the Service and/or the Agreement to reflect relevant changes to the law or regulations or to implement minor technical, administrative or operational adjustments or to add new services. You agree that we may inform you of any such changes 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 cancelled, we will end the Agreement and you will be liable to pay the Early Termination Fee as detailed in section 6.2 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 or any of the Users 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

In addition to our rights to end the Agreement under sections 7.2 and 7.3, we may end the Agreement if you:

- (i) commit a material breach of any term of the Agreement and (if such a breach is remediable) you fail to remedy that breach within 30 days of you being notified in writing to do so;
- (ii) or any of the Users breach the terms of our Acceptable Use Policy and/or misuse the Service in a way that may damage or affect the operation of our network;
- (iii) have an order made against you or an effective resolution is passed for your liquidation, winding up, dissolution or bankruptcy or a receiver, administrative receiver, administrator or trustee in bankruptcy is appointed over all or any of your revenues or assets; and/or
- (iv) suspend, or threaten to suspend, or cease or threaten to cease to carry on, all or a substantial part of your business.

If we end the Agreement in accordance with this section 12, 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.



Termination of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination of the Agreement shall remain in full force and effect.

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

We are available to provide support during our standard UK working hours (8 am-8 pm Monday to Friday, 8 am-6 pm on Saturday and 10am-4pm on Sundays, excluding Christmas Day, Boxing Day, New Years' Day and any consecutive or unplanned Bank Holiday). If you have an issue, please phone our contact centre within these hours, or raise a ticket through your portal. You must be available to discuss your issue via a telephone call, unless you have other accessibility requirements which we will aim to support.

If you experience a Service Loss (as defined in the SLA), the terms of the SLA shall apply (found at: www.toob.co.uk/legal).

We reserve the right to change our opening hours during the term of the Agreement.

15. other important terms

15.1. liability

References to liability in this section 15 include every kind of liability arising under or in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

Nothing in the Agreement limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence and fraud or fraudulent misrepresentation. Subject to this:

- (a) our total liability to you shall not be more than 100% of the charges you have paid to us in the previous 12 months for each claim or a series or related claims;
- (b) the remedies contained in the SLA shall be your sole and exclusive remedies for any failure to meet the performance obligations under the SLA and we have



no liability to you for a failure to meet our performance obligations under the SLA beyond the remedies detailed in the SLA; and

- (c) we have no liability to you for any loss or damage that (i) arises from an event beyond our reasonable control and/or (ii) 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. 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 Survey and Installation appointment 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.

Other than those expressly set out in the Agreement, all conditions, warranties or other terms, whether oral or written, express or that might be implied into or incorporated into the Agreement whether by statute, common law or otherwise (including any warranties, terms and conditions relating to fitness for purpose, description or quality), are hereby excluded to the extent permitted by law. 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.

You agree that you are responsible for all access to and use of the Service under this Agreement, including by Users, whether you gave permission or not. You shall indemnify and keep us indemnified against any claims, losses, damages, costs, expenses and liabilities (including legal fees) arising from any claims by any third party in connection with the use of the Service (including the misuse of the Service in breach of the Agreement).

If the Agreement ends in accordance with these terms then this does not affect any other right or remedy available to us.

15.2. transfer of the Agreement

We may transfer, assign, subcontract or otherwise deal in any other manner with any or all of our rights and obligations under the Agreement at any time. You may only



transfer your rights or your obligations under the Agreement to another person if we provide our prior agreement 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. Variation and Severability

We have the right to make changes to the terms of the Agreement from time to time by giving you at least 30 days' written notice.

Each of the paragraphs of these terms operates independently. If a court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5. entire Agreement

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.

15.6. 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 are a Small Business and you feel we haven't been able to resolve your complaint to your satisfaction you may ask for the matter to be referred to an independent ombudsman as detailed in our complaints code of practice available on our website. For these purposes a "Small Business" means a business for which no more than 10 individuals work (whether as employees or volunteers or otherwise).

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 policy” – our Acceptable Usage Policy which is available at www.toob.co.uk/legal.

“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 us 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 except for a Saturday, Sunday or any planned or unplanned UK bank holiday.

“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 Minimum Contract Period. Calculated in accordance with 6.3.

“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 Fee” – Either of the Standard Installation fee or the Non-Standard Installation fee, as applicable in accordance with section 10.2 of these terms.

“Installation Partner” - A third party, employed by us to install our network in Your Property.

“Mesh Wi-Fi”- a Mesh Wi-Fi extender, provided by us, to stretch your broadband router’s wi-fi further throughout Your Property.



“Minimum Contract Period” - The minimum period during which you agree to receive the Service and starting on the Activation Date.

“Monthly Early Termination Charge” – A charge (as specified in our Charges & Fees document (www.toob.co.uk/legal)) given for each remaining month in your Minimum Contract Period when you cancel your Agreement before the end of your Minimum Contract Period.

“Monthly Service Fee” – the fee specified as such in the Order Confirmation Email.

“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 (including the Monthly Service Fee), the Minimum Contract Period, the Installation Date and the Installation Fee.

“Pre-contract Information Email” – the email received during the placing of an order containing the Contract Summary and Contract Information documents.

“Service” - The broadband service provided by us to you, as detailed in your Order Confirmation Email and section 9 of these terms.

“SLA” or “Service Level Agreement” - The terms that apply in the event of Service Loss (as defined in the SLA).

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

“Static IP”- A fixed public IP (Internet Protocol) address that is associated with the Service.

“User” – anyone authorised by you to access or use the Service, including any customer of yours that accesses or uses the Service through your network (and “Users” shall be construed accordingly).

“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 to us as part of the order and where the Service is provided.