



# toob home 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](mailto: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 home broadband service.

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

- These terms
- Your Service Activation email
- Your Order Confirmation email
- Our Charges and Fees document ([www.toob.co.uk/legal](http://www.toob.co.uk/legal))
- Your Pre-contract Information email (if you placed an order for our home broadband service after 17/06/22)
- Our Acceptable usage policy ([www.toob.co.uk/legal](http://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](http://www.toob.co.uk/privacy-policy)) regarding how we use personal information.



### 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 the Service has already been installed at your home, **you will require an engineer visit to connect your home** to our full fibre network and install a fibre termination point and router in your home.
- **You must have permission from the homeowner or landlord** 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**. The 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.
- **You understand, acknowledge and agree that you should always have a way to contact emergency services in the event of a power outage, for example, by mobile telephone, as a VOIP phone service provided over broadband will not function.**

### 4. placing an order

You can place an order for the Service:

- On our website ([www.toob.co.uk](http://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](http://www.toob.co.uk)).

When you place an order, you are making an offer to buy the Service 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** for you, which we will use to contact you with any information regarding the Service
- A valid **mobile phone number** for you
- 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 home broadband service you have signed up for, including:

- Any upfront costs – see section 10
- Monthly recurring costs – see section 10
- Any 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 us may include a Minimum Contract Period which is detailed in your Order Confirmation and which starts on the Activation date (for new orders) or on a 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.

We will contact you at least 30 days before the end of your Minimum Contract Period to remind you of your Minimum Contract Period end date, the price you have been paying before this date, any changes to the Service and charges payable after the



Minimum Contract Period, your notice period for ending the Agreement and our best deals available to you at the time.

## **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](http://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. This is in addition to your legal right to change your mind up to 14 days after you receive your Order Confirmation, in accordance with the Consumer Contracts Regulations 2013. You understand that by selecting an installation date within 14 days of receiving your Order Confirmation, we may keep your installation fee if you cancel within the first 14 days of your activation date.

### **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 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 10.4 of these terms.

### **6.4. when you move house**

#### **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 home. If you then choose to cancel your new Agreement in the first 14 days of activation of the new 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 and are still in your Minimum Contract Period, then you may be required to pay Early Termination Fees as detailed in section 10.4 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 home where the Service is not available, you will not be charged Early Termination Fees. We may ask you for proof of your move to confirm that the Service is not available at your new home.

**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 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.

**6.7.** after the Minimum Contract Period

If you are outside of your Minimum Contract Period, you can cancel the Service and end the Agreement at any time without any Early Termination Fee. The Service will continue 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 home when you order the Service, then an engineer will need to install it during the appointment arranged in the order process.

You confirm that you have the permission from the homeowner or landlord for us and our installation partners to install, operate and maintain, in your home, the equipment necessary to provide the Service you have ordered. If you do not allow the engineer



to access your home as arranged and without good reason, the installation may be cancelled, and you may be charged a Missed appointment fee.

When the engineer arrives at your home, they will discuss and agree with you the external fibre route across your property, the entry point into your home and the placement of the toob fibre box and wi-fi router within your home. 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.

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

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](http://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 home.

The Fibre termination point belongs to us and should not be removed from your home 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 home 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. the Service

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

1. an installation service to connect you to our full fibre network,
2. internet access through our full fibre network,
3. a toob wi-fi router.

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 on your devices may be affected by the limitations of wi-fi, including wi-fi positioning, wall thickness, interference and device capability.

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

The 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.**

If you require, and are dependent on, a fixed telephone service, please contact our customer support team who will discuss your requirements. For more information on



our support please call us, or see our vulnerable customers policy at [www.toob.co.uk/legal](http://www.toob.co.uk/legal).

Information on traffic management is available on our website ([www.toob.co.uk/legal](http://www.toob.co.uk/legal)).

If you have ordered and chosen to take a Static IP from us as an additional service (i.e. not the Service you pay for as part of your Monthly Service Fee) then the following additional terms apply:

- You will receive your Static IP details via email.
- You are only eligible to purchase one Static IP per Service.
- 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.
- If you move home and your Service continues under this Agreement, your Static IP may change.
- You or we can cancel your Static IP at any time. If your Static IP is cancelled, then it will terminate at the end of your current Billing period, unless you are within 7 days of your next Bill date, in which case your Static IP will terminate at the end of your next Billing period.
- If your Agreement ends and the Service is terminated, your Static IP will also be terminated.
- If your Service is suspended, your Static IP may also be suspended.
- If your Agreement ends and you subsequently enter into a new agreement with us, we cannot guarantee you the same Static IP as you had previously.
- The Static IP fee can be found in the residential Charges and Fees document ([www.toob.co.uk/legal](http://www.toob.co.uk/legal)).

## 10. charges and payment terms

The following section details the terms surrounding the charges and fees you may incur as part of the Service and any additional services that we may make available to you and you may order from us from time to time. 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 ([www.toob.co.uk/legal](http://www.toob.co.uk/legal)). Our charges are inclusive of VAT.

### 10.1. monthly service fee

This is the fee for the Service and is charged monthly, in advance, for the next Billable month of Service. Your bill will be 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. Static IP fee**

If you have ordered and chosen to take a Static IP from us as an additional service, the Static IP fee will be charged in advance, from Static IP activation. You authorise us to take payment for the Static IP fee by Direct Debit (using the same details provided during the order process).

## **10.3. upfront costs**

### **10.3.1. Installation fee**

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

### **10.3.2. additional installation costs**

If your home 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.

## **10.4. other fees**

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

### **10.4.1. 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.

### **10.4.2. 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 no greater than:

£25 (for month 5) + 13 x £18 (for the remaining 13 months of your contract) = £259



### **10.4.3. 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 home 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.

### **10.4.4. 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 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. We will inform you of any 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 has been received. If you still do not pay within 14 days of the reduction, the Service will be disconnected, and you may 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](http://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 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. other important terms**

### **14.1. liability**

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

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

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



## **14.2. 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.

## **14.3. 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. how to complain**

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

If we can't fix your issue you may ask for the matter to be referred to an independent ombudsman as detailed in our complaints policy.

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

## **16. definitions**

"Acceptable usage policy" – our Acceptable Usage Policy which is available at [www.toob.co.uk/legal](http://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.

"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 28<sup>th</sup> of the month, the 1<sup>st</sup> 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](http://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 Minimum contract period. Calculated in accordance with section 6.3.

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

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

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

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

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

“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 (as specified in our Charges & Fees document ([www.toob.co.uk/legal](http://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.

“Network Equipment” – Equipment which connects your home 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.

“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 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 contract period.

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

“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 our home broadband Service will be installed.