

complete wi-fi: terms and conditions

key terms & about us

- complete wi-fi is an optional service which may be selected as an add-on to eligible toob home broadband services.
- you have a Minimum Contract Period as stated in your Order Confirmation Email. If you already receive toob broadband services when you add complete wi-fi, this Minimum Contract Period will be different to the Minimum Contract Period that applies to your toob broadband service.
- Our complete wi-fi service includes the provision of our complete wi-fi equipment during your contract. This equipment remains the property of toob.
- You have a legal right to change your mind up to 14 days after your contract start date (see section 7.1 for more information).
- 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.
- The language of this agreement is English.

1. these terms and conditions

- 1.1. These complete wi-fi terms and conditions apply in addition to our home broadband: terms and conditions and other documents making up Your Agreement in the home broadband: terms and conditions, including your Order Confirmation Email and our Charges and Fees document (see toob.co.uk/legal for further details).
- 1.2. In these terms and conditions, words with a capital letter at the front, for example 'Minimum Contract Period', have a particular meaning. If the meaning is not explained in these terms and conditions, please see section 16 of our home broadband: terms and conditions for the definition.
- 1.3. In these terms and conditions, the following terms have the corresponding meanings:

Complete wi-fi fee – the monthly fee for your complete wi-fi service.

Minimum Contract Period – means the minimum period where you agree to receive the services. This is set out in your Order Confirmation Email and starts in accordance with section 2.1 or 3.1 (as applicable). Unless otherwise stated, references in these terms and conditions to your Minimum Contract Period, are to your Minimum Contract Period for your complete wi-fi services.

Non-return Fee – the fee that may be applied where complete wi-fi equipment is not returned to us in accordance with these terms and conditions. The current Non-return Fee is set out in our Charges and Fees document at toob.co.uk/legal.

Order Confirmation Email – the email you receive after an order is placed, detailing important information like your monthly payments and Minimum Contract Period. If you are already a toob customer when you purchase complete wi-fi, you will receive an additional Order Confirmation Email. In this case, unless otherwise stated, references to your Order Confirmation Email in these complete wi-fi terms and conditions are to your complete wi-fi Order Confirmation Email.

2. your complete wi-fi contract: existing toob customers

If you are an existing toob customer and already receive our home broadband service:

- 2.1. your complete wi-fi contract (and Minimum Contract Period) will start when we send your Order Confirmation Email;
- 2.2. shortly after your order you will receive a bill to cover the period from order to your next Bill Date;
- 2.3. we will aim to dispatch your complete wi-fi equipment within 5 business days. Once your complete wi-fi equipment arrives, simply follow the instructions provided to plug it in and pair with your toob router.

3. your complete wi-fi contract: new toob customers

If you are a new toob customer and you add complete wi-fi to your broadband Services order at any point before your Activation Date:

- 3.1. your complete wi-fi contract will start when we send your Order Confirmation Email;
- 3.2. your Minimum Contract Period will start on your home broadband Activation
- 3.3. your first monthly Complete Wi-fi Fee will appear on your first bill on your Bill Date;
- 3.4. we will aim to dispatch your complete wi-fi within 3 days of your Activation Date. Once your complete wi-fi equipment arrives, simply follow the instructions provided to plug it in and pair with your toob router.

4. your Minimum Contract Period

- 4.1. The Minimum Contract Period for your complete wi-fi service is set out in your Order Confirmation Email. During your Minimum Contract Period you must keep and pay for your complete wi-fi service unless you or we end the contract earlier.
- 4.2. After the end of your Minimum Contract Period your complete wi-fi contract and service will continue until you or we end your contract in accordance with its terms. We will contact you at least 30 days before the end of your Minimum Contract Period to remind you of this date and any changes to the service and charges payable after your Minimum Contract Period.

5. your service

- 5.1. During your contract we will repair or replace any complete wi-fi equipment that is faulty. If we determine that the fault is due to misuse or neglect, you may be charged a Non-return Fee.
- 5.2. After your first bill, your Complete Wi-fi Fee will be charged monthly, in advance, for the next Billing Period and will be included on your toob home broadband bill. Payment will be taken by Direct Debit on, or shortly after, the Due Date on the bill.
- 5.3. Further information about charges and fees that may be applicable to your complete wi-fi service, including fees that may be charged if you don't pay a bill by the Due Date, are available in our Charges and Fees document at toob.co.uk/legal.

6. our complete wi-fi guarantee

- 6.1. In this section 6, "Main Rooms" means the main living rooms of your individual home, and excludes gardens, garages or garage conversions and any outbuildings or annexes.
- 6.2. If, after setting up your complete wi-fi equipment, you are not able to achieve speeds via wi-fi connection of at least 35 Mbps in your Main Rooms ("Guaranteed Speeds") please contact us so we can run some tests and advise on the best placement of the equipment ("Troubleshooting Process").
- 6.3. If, following our Troubleshooting Process, our speed tests show that you are unable to achieve the Guaranteed Speeds in the Main Rooms, we may send you an additional mesh extender. Once this has arrived, follow the instructions provided to plug this in and pair with your existing equipment.
- 6.4. The above process may be repeated once more only, dispatching a second additional mesh extender. If, following these steps, our speed tests show that you are unable to achieve the Guaranteed Speeds, subject to the terms and conditions below, you may end your complete wi-fi contract in accordance with section 7.2 and no Early Termination Fees will be charged ("complete wi-fi Guarantee").
- 6.5. Our complete wi-fi Guarantee is subject to the following:
 - 6.5.1. you must give us reasonable opportunity to fix any fault with our equipment inside or outside of your home;
 - 6.5.2. you must provide reasonable co-operation to our agents to enable us to carry out speed tests, understand your home environment and ensure optimal set up and placement of the equipment;
 - 6.5.3. you only use network equipment provided by toob (including boosters and extenders) and you ensure these are kept in good condition and set up in accordance with our instructions;

- 6.5.4. our complete wi-fi Guarantee will not apply at any time that your Service is reduced in accordance with our home broadband terms and conditions;
- 6.5.5. wi-fi speeds are dependent on various factors including the age, condition and model of your device. Your device must be Wi-Fi 6 capable.

7. your rights to end our agreement

7.1. within your cooling off period

You have a right to cancel your contract by letting us know within 14 days of your order date (for existing customers) or Activation Date (for new customers). You will not have to pay any Early Termination Fees for cancelling complete wi-fi where you exercise this right and you will be refunded any amount you have already paid for complete wi-fi.

7.2. using our complete wi-fi Guarantee

where you have a right to cancel your complete wi-fi service in accordance with section 6.4 (complete wi-fi Guarantee) and you notify us that you'd like to do so, your contract will end at the end of your current Billing Period and no Early Termination Fees will be charged.

7.3. if you leave toob and Early Termination Fees don't apply If you have the right to end your toob home broadband Service without paying

Early Termination Fees (for example, after the end of your home broadband Minimum Contract Period) and you choose to leave toob, your complete wi-fi service will end on the last day of your toob broadband service. You will not have to pay Early Termination Fees.

7.4. because of changes we make

If we change the complete wi-fi service to your material detriment or if we make changes to your complete wi-fi contract 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 your complete wi-fi contract 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.

7.5. within your Minimum Contract Period

Except in the situations outlined above, if you end your complete wi-fi contract within your Minimum Contract Period you will be charged Early Termination Fees.

7.6. after your Minimum Contract Period

After the end of your complete wi-fi Minimum Contract Period you can end your complete wi-fi contract and no Early Termination Fees will be charged.

7.7. how to cancel

You can cancel your complete wi-fi service by contacting our <u>customer service</u> <u>team</u> or by populating and sending us the cancellation form available at toob.co.uk/legal.

To cancel your complete wi-fi service at any time during your Minimum Contract Period (other than in the situations set out in sections 7.1-4) you must give us at least 30 days' notice. To cancel your complete wi-fi service after the end of your Minimum Contract Period you must give us notice at least 7 days before your next Bill Date.

If you decide to switch your home broadband service to another provider using the process known as 'One Touch Switch' your complete wi-fi contract will end automatically on the last day of your toob home broadband service. For more information about cancelling your service using the One Touch Switch process, please see our home broadband terms and conditions.

- 7.8. Please note that cancelling your complete wi-fi service will not automatically cancel your home broadband service and you must let us know which services you wish to cancel).
- 7.9. In all cases where you end our agreement, including where you exercise your right to change your mind, **you will need to return the complete wi-fi equipment** in accordance with section 9 (returning the complete wi-fi equipment). If you do not, we may charge you a Non-return Fee.

8. when we can end our agreement

8.1. we are unable to deliver the complete wi-fi service

If, after you place your order, we are not able to provide the complete wi-fi service to you for any reason, we will inform you via email or phone and cancel your order. We will refund any payments you have made but we will not be responsible for any other losses or costs.

8.2. your toob broadband contract ends

If your toob broadband contract ends for any reason, your complete wi-fi contract will terminate automatically at the same time. We may charge you an Early Termination Fee if you are still within your Minimum Contract Period for complete wi-fi on this date (unless you used a right to end your home broadband contract without paying Early Termination Fees).

- 8.3. we discontinue complete wi-fi

 If we stop providing our complete wi-fi service we will let you know at least 30 days in advance. We will refund any amounts paid in advance for services which won't be provided.
- 8.4. we can end your toob broadband contract

 If we have the right to end your toob broadband contract, for example because
 of any failure to pay your bills (in full or at all) by the Due Date, we may end your
 complete wi-fi contract.
- 8.5. In all cases where we end our agreement, unless we inform you otherwise, you must return the complete wi-fi equipment in accordance with section 9 (returning the complete wi-fi equipment). If you do not, we may charge you a Non-return Fee.

9. returning the complete wi-fi equipment

- 9.1. All complete wi-fi equipment provided to you, including any additional mesh extenders and any replacements provided during the course of your contract, remain the property of toob and must be returned at the end of your complete wi-fi contract or when you receive a replacement. You must keep the complete wi-fi equipment safe until it is returned to us.
- 9.2. Your complete wi-fi equipment must be returned within 28 days of the end of your contract (or within 28 days of the date we dispatch any replacement equipment). We will provide instructions and packaging for the return of your complete wi-fi equipment.
- 9.3. You may choose not to use the returns process provided and instead make direct arrangements for your complete wi-fi equipment to be returned to us. Where you do so, the costs of the return are your responsibility (and will not be refunded by us) and you will be charged the Non-return Fee if we do not receive your complete wi-fi equipment.
- 9.4. We may charge the Non-return Fees set out in our Charges and Fees document (available at toob.co.uk/legal) if we do not receive your complete wi-fi equipment within the timelines set out above or if your complete wi-fi equipment is damaged (beyond reasonable wear and tear).

10. other important terms and conditions

Please refer to our home broadband: terms and conditions document for other important terms and conditions, including information about changes to our contract and liability.