

GENERAL TERMS AND CONDITIONS

1. Definitions –

“**Address**” means your residential address in the Republic of Ireland where the Equipment is or is to be connected in accordance with this Agreement.

“**Agreement**” means the contract between you and us comprising the Order Form and these terms and conditions;

“**Broadband Internet Service**” means Broadband permanent (always on) connection to the internet provided to you by us via a cable modem or other means approved by us from time to time;

“**Charges**” means charges to be paid by you for the Services calculated according to the prices and rates set out in our Price Lists or otherwise notified to you;

“**Customer Charter**” means our charter for customers available on request and on our website;

“**Competent Authority**” means the Commission for Communications Regulation (www.comreg.ie) or any successor thereof or any other competent Government department or regulatory body including without limitation any emergency services organisation;

“**Customer Provided Apparatus**” means any apparatus (not being Equipment) provided and used by you in order to use the Services

“**Digital Telephony**” means the routing of voice conversations and telephone services over the Internet or through any other IP-based network telecommunications network accessed by you using Equipment provided by us;

“**Digital Video Recording (DVR)**” means equipment that we provide to you that records video in a digital format to a disk drive or other medium, which enables video capture and playback to be from disk;

“**Equipment**” means all equipment and replacements thereof supplied by us or on our behalf to you in connection with provision of any of the Services provided to you under this Agreement including (without limitation) any cable modem, cable, ducts or software.

“**Event**” means live movie, television programme or other event offered by us as Video on Demand Services or via the Internet or by any other means;

“**Group Company**” means any holding company or subsidiary of UPC, and any subsidiary of any such holding company, from time to time;

“**Interactive Services**” means the certain services we may provide to you from time to time using digital technology such as interactive TV and enhanced TV that you access from your set-top box or television..

“**Internet**” means the global data network comprising interconnected electronic user devices (“Transmission Control Protocol/Internet Protocol”);

“**Internet Services**” means the service provided to you by us using digital or analogue technology to enable you to gain access to the Internet and certain services, whether by means of a television, personal computer or otherwise;

“**IP Address**” means a dynamically assigned Transmission Control Protocol/Internet Protocol address temporarily assigned by us to the subscriber to enable service.

“**License**” means any licence or authorization required by law and granted to us to provide the Services by the Commission for Communications Regulation (www.comreg.ie) or any successor thereof and includes any amendments or modifications made therefrom from time to time;

“**Line Rental**” means the rental payable by you to us as specified in this Agreement or as calculated from time to time as per our Price List;

“**Minimum Period**” has the meaning set out in paragraph 3;

“**Minimum Specification**” means the specification detailed on our Website or as advised by us from time to time;

“**Name**” means any name specifically requested by or allocated to the Customer for provision of the Services and shall include, without limitation, any domain name, email address or mailbox name;

“**Network**” means the telecommunication systems run by us or any associated company (as principal or agent) from time to time under the terms of the Licences;

“**Operator**” means any person to whom a License is granted;

“**Operator’s Network**” means a telecommunication systems run by an Operator, other than our Network;

“**Package**” means the package of Services selected by you from our telephone, Internet and TV Services or any replacement or variation (whether under the same name or any other name);

“**PC**” means any personal computer;

“**Person**” shall include any person, partnership, firm, company (as defined in Section 1(1) of the Companies Act, 1963) or organisation;

“**PIIN**” means Personal Identification Number;

“**Price List**” means the material published by us from time to time, including but not limited to in advertisements, on our websites or in other documentation provided to you, which includes the prices and rates for the Services and Equipment we offer including the usage rates for the Services;

“**Services**” means the Telephone Services, the Internet Services, the Television Services and any and all other services provided to you under this Agreement whether directly from the Network or indirectly by means of an Operator’s Network linked to the Network;

“**Software**” means the proprietary software supplied to you by us to enable you to use the Services;

“**Telephone Service**” means the telephone, voice telephony, Digital Telephony and ancillary services provided to you under this Agreement;

“**Television Service**” means the television programming services, Video on Demand Services and/or audio services provided to you under this Agreement including those provided from time to time;

“**User Policy**” means any user policy issued from time to time in relation to the Services that you can view on your television or computer screen;

“**UPC**” means UPC Communications Ireland Limited;

“**Us**” or “**We**” means the company named in our agreement with you;

“**Video On Demand Services (VOD)**” or “**Pay Per View Programming**” means those Events and other programmes that you order and are subject to payment of a separate fee per Event, programme, or service or on a subscription basis;

“**You**” means the customer(s) we make this agreement with and includes a person who we reasonably believe is acting with your authority or knowledge.

2. Provision of Services

2.1 We shall provide and you shall use the Services and Equipment subject to the terms of this Agreement which must have been signed by you or authorised representative before it is binding on us. We will provide the Services to you from the date we activate them and will continue to do so until this Agreement is terminated as per this Agreement.

2.2 In supplying the Services we will always use our reasonable skill and care but are unable to guarantee full free performance. The Services are provided on a best efforts basis and we do not warrant that any connection, to transmission over, or results of the Equipment or the Services will meet your requirements or will provide uninterrupted use or will operate as required or at any minimum speed, or error free. We can not guarantee minimum bandwidth delivered to you and we can not guarantee that all data traffic can be transported complete and without delay. If a fault occurs you should notify us by contacting our customer management centre. If you are unable to access the Services, you remain liable to pay all Charges that would otherwise apply.

2.3 We have the right to change or suspend the Services where we reasonably determine that any technical modification to the Network or change in our trading, operating or business practices or policy is necessary to maintain or improve the Services which we provide to you, including, but not limited to:

(i) changing the code or technical specifications of the Services for operational reasons including quality of service; or

(ii) interrupting or suspending the Services due to an emergency, for the purposes of repair, maintenance, improvement or because of other operational reasons; or

(iii) giving instructions to you which we believe are necessary for health or safety or for the quality of the Services provided to you or to other customers; or

(iv) where there is any change or amendment to any law or regulation which applies to our trading, operating or business practices or policy or the Commission for Communications Regulation or any other Competent Authority makes any direction or order recommending or requiring any technical modifications or changes in our trading, operating or business practices or policy;

(v) in our reasonable opinion it is otherwise necessary or desirable to do so. Where practicable, we will give written notice to you prior to the changes being introduced. We will also publish details of any possible (including the operative date) and on our website as soon as possible necessary is the result of any one or more of the following, then we will be entitled to charge you a service fee (which will be notified to you from time to time by our published literature is set out in our Price List):

(i) Misuse or neglect of, or accidental or willful damage to, the Equipment; or

(ii) Fault in, or other problem associated with, your own apparatus, software or any telecommunications system not run by us; or

(iii) Failure by you to comply with any provisions of this Agreement.

11. Termination and Suspension of Services

11.1 As well as our other rights under law and in this Agreement, we have the right to terminate this Agreement or suspend our provision of Services to you without notice, and to be compensated by you for any losses or expenses incurred by us, if:

(i) you do not make payments to us when they are due or your Account Limit is exceeded; or

(ii) you do not perform or observe any other obligation under this Agreement (a “breach”) and where you have breached this Agreement and that breach can be remedied, you fail to remedy the breach within the reasonable time specified by us in our written notice requiring you to do so; a voluntary arrangement between you and your creditors is proposed, or a bankruptcy petition under the Bankruptcy Order is made against you or you are sequestrated or a receiver or trustee is appointed in respect of your estate;

(iii) you have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining the Services and/or the Equipment from us or at any time during the provision of the Services and/or the Equipment;

(iv) you or another person at your premises commits, or is suspected in our reasonable opinion of committing, fraud or attempted fraud in connection with the use of the Services or the Equipment (including the use of the Services or the Equipment to commit or attempt to commit fraud);

(v) you do or allow anything to be done which is in breach of our User Policy; or

(vi) you are legally required to do so;

(vii) you violate Section 20;

(viii) in our reasonable opinion it is otherwise necessary or desirable to do so.

11.2 Any exercise of our right to suspend the Services shall not exclude our right to later terminate this Agreement. We may refuse to restore the Services to you until we receive an acceptable assurance from you that there will be no further breach.

11.3 If, for reasons outside our control, the provision or maintenance of the Services to you proves impracticable, as determined in our sole discretion, we may discontinue the provision of the Services to you and refund you any Charges paid in advance by you to us.

11.4 If the Services are suspended as a result of a breach of this Agreement by you, we may impose a Charge to reflect our costs incurred in connection with suspending and/or recommending the Services. In normal circumstances such Charge must be paid before the Services will be recommenced. You will continue to be liable to pay all Charges which are due for the Services and the Equipment during the period of this suspension and any period in which you do not comply with this Agreement. Prior to restoring the Services following a breach of this Agreement by you (which restoration shall be at our absolute discretion), we may require assurances from you, a deposit from you or restrict the provision of the Services to you, in any form that we deem acceptable to ensure to our satisfaction that there will be no further breaches of this Agreement.

11.5 As well as your other rights, you shall have the right to terminate this Agreement by notice to us in writing if we fail to perform or observe any material obligation under this Agreement and (in the case of a breach capable of remedy) we fail to remedy the breach within a reasonable time from receiving from you a written notice specifying such breach and requiring us to remedy it.

11.6 After the Minimum Period expires this Agreement will continue until it is terminated by either of you or us giving the other one month’s prior notice. You must still pay all relevant Charges up to the end of that one month notice period.

11.7 If you terminate this Agreement before the end of the Minimum Period other than in the circumstances outlined in Paragraph 12 you must pay us a cancellation charges as per Paragraph 3.

11.8 Where this Agreement is terminated for any reason or if any of the Services are cancelled we will be entitled to retain any money (including deposit monies and/or advance payments) held by us, and to apply that money towards any obligation or debt which you may owe to us.

11.9 Termination or suspension of this Agreement for whatever reason may result in the deletion of your remaining voice and email messages as well as all other data, and the closure of your email accounts and the disconnection of your telephone numbers, and we will be under no liability to you in respect of such deletion, closure and disconnection.

12. Cancellation Rights

12.1 You may cancel the Services at any time, and the minimum period obligation contained in Paragraph 3 will not apply, in the following circumstances:

(i) if we change the Terms and Conditions as per Section 16 you may terminate this Agreement in accordance with that section;

(ii) if we significantly reduce the content of the Services you may terminate this Agreement by giving us one month’s notice within 30 days of such change;

13. Limitation of Liability

13.1 Things beyond our control may affect the quality or availability of the Services, such as power outages and fluctuations in the internet. We will not be liable for any delay or failure to provide the Services, including access to emergency services, or any interruption or degradation in Services, or any loss of data that is caused by any of the following:

(i) act of omission of an underlying carrier, service provider, vendor or other third party or our equipment, network or facility failure;

(ii) Equipment, network or facility upgrade, modification, repair or relocation;

(iii) Force majeure events, defined as any event beyond our control including, but not limited to, an act of God, insurrection or civil disorder, war or military operations, national or local emergency, a serious and sustained power outage or severe Internet service disruption, flood, subsidence, or weather conditions of exceptional severity;

(iv) Equipment, network or facility shortage;

(v) The loss of electricity to your premises;

(vi) Any impediment to usage of the Services caused by any third party;

(vii) Any act or omission by you or any person using the Service or Equipment provided to you;

(viii) A failure of or defect in any device; or

(ix) Any other cause that is beyond our control.

13.2 In performing our obligations under this Agreement our only duty is to exercise the reasonable skill and care of a competent provider of telecommunications and television services.

13.3 In no event will we be liable to you for any consequential or indirect losses, including but not limited to loss of revenue, profits, contracts or anticipated savings or wasted expense, or any financial loss or loss of data or liability to third parties for damage, or any general loss on account of the loss of the Services.

13.4 We exclude all conditions and warranties, other than those expressly set out in this Agreement, including any warranties implied by Statute if and to the extent that such warranties and conditions implied by Statute can be lawfully excluded.

13.5 We exclude all liability in respect of the accuracy, completeness, fitness for purpose or legality of any information accessed using the Services, and we exclude all liability of any kind for the transmission, or the receipt of, or the failure to transmit, or to receive any material of whatever nature.

13.6 We will not be liable for any loss or damage which arises other than through our negligence or the negligence of our employees, agents or contractors. We do not restrict or exclude liability for:

a. death or personal injury resulting from our own act or omission or the acts or omissions of our agents or contractors while acting on our behalf;

b. direct physical damage to your personal property to an amount not

prior to the changes being introduced.

2.4 We may, from time to time, supply you with certain promotional or test services, including channels and programming, whether for a charge or otherwise. By the same token, we have the right to withdraw or alter such test services at any time and without notice.

2.5 We are not responsible if you are unable to access the Services due to the fact that your apparatus or equipment is incompatible with the Services provided, or does not conform to the Minimum Specifications published by us. It is your responsibility to ensure your equipment is maintained and in working order in accordance with the Minimum Specifications. We shall not be held liable for any pre-existing defect on, or incompatibility with, your computer hardware or software. We may from time to time alter the Minimum Specification required to access the Services. When doing so we will advise you as soon as possible. Such advice shall be posted on our website.

2.6 If you move house, we will try, but shall be under no obligation, to provide you with the Services at your new address if it is within our serviceable area. You will still be liable to pay the applicable Charges in relation to the Minimum Period (as defined in paragraph 3) for the Services provided to your old address, even if you move from that address during the Minimum Period, or we do not provide you with the Services at your new address, or if your new address is outside our serviceable area. Where we are providing a Broadband Internet Service to you, we will also be providing you with a Minimum Specification, you must give us at least thirty (30) days’ notice if you wish us to provide such Service to your new address. Where we agree to provide the Services to your new address, you shall pay us the applicable transfer of service charge. Details of our transfer of service charge are set out in our Price List.

3. Duration

3.1 Unless otherwise stated in our Price List or other documentation that we provide to you, the minimum period (the “Minimum Period”) of the Services is twelve (12) months starting on the date we activate the Services. You may only terminate this Agreement during the Minimum Period as specifically detailed in this Agreement, otherwise we may charge you a cancellation charge of up to €200, or a charge consisting of all relevant charges which would have been payable to the end of the minimum period, whichever is the lesser amount. If you wish to terminate this Agreement after the Minimum Period, one month’s written notice is required.

3.2 For specific Packages (unless otherwise stated in our Price List or other documentation that we provide to you), the Minimum Period is one month and either you or us may cancel additional Services or specific Packages with one month’s notice.

4. Use of Services

4.1 You must use the Services according to any reasonable instructions which we give you in writing from time to time. Any such use is prohibited.

4.2 You agree to take responsibility for, and agree to indemnify us completely in respect of, all liabilities, claims and losses incurred by you or us which are in any way connected with your use or misuse of the Services or failure to prevent misuse of the Services by others, or any other breach by you of your obligations under this Agreement. Any misuse by you of the Services or other breach of your obligations under this Agreement will entitle us to suspend the provision of the Services or terminate this Agreement at our discretion.

4.3 You are responsible for ensuring that, where minimum age recommendations apply to any part of the Services, those Services are not viewed or used by anyone below that minimum age.

4.4 Where you are allocated a password or PIN to enable you to use the Services, Interactive Services or to order Events, you will be responsible and liable for all use of the Services through your password or PIN (including without limitation all Charges incurred and any breaches of the terms of this Agreement), even where the Services are not actually used by you but by some other person using your password and whether or not the Events or Services were purchased with or without your knowledge and/or consent. You shall keep your password and PIN confidential and you must tell us immediately if you suspect or believe that another person has discovered or is using your password or your PIN. We may reasonably believe that your PIN has been discovered and/or used by another person without your knowledge or permission, or where in our reasonable opinion it is necessary to do so, we shall de-activate your PIN and allocate you with a new PIN.

4.5 All use of the Services, whether or not authorized by you, will be deemed your use and you will be responsible in all respects for all such use, including for payment of all charges attributable to your account (e.g., for VOD movies, merchandise ordered via Internet, interactive services, international long distance telephony charges, etc.). We are entitled to assume that any communications made through the Services or from the Network location at which you receive the Services or your communications or have been authorized by you.

4.6 The Services may contain or make available information, content, merchandise, products and Services provided by third parties and for which there may be charges payable to third parties. (For example Intertex Services and online advertising) and in these cases you agree that you are dealing with the third party and not us. You agree that all such charges incurred by you or attributed to your account will be your sole and exclusive responsibility and agree to pay the same when due, and you shall indemnify and hold harmless UPC and each of its Group Companies for all liability to any third party for such charges. Depending on the nature of the Interactive Services, the third party may bill you directly or we may bill you on your regular bill, in which case you are responsible for payment as per the payment obligations in this Agreement.

4.7 The Services and the Equipment are only provided under this Agreement for residential customers and are for residential, non-commercial use only. The Services or any part of them cannot be sold for money or money’s worth. We have no liability, whether due to our negligence or otherwise, for any losses incurred by any business, trader or professional carried on by you or any other person using the Services or the Equipment. You are not allowed, by law, to show the Services to the public where an admission or usage fee is charged for doing so.

4.8 You may not use the Services (1) to send a message or communication which is offensive, abusive, indecent, obscene, a nuisance or hoax; or (2) to cause annoyance, inconvenience or needless anxiety; or (3) fraudulently; or (4) in connection with a criminal offence. As well as any other rights we may have, if in our reasonable opinion we believe the Services have been used in breach of this Condition, we may immediately suspend the Services and/or terminate this Agreement and/or retain the whole or any part of any deposit or Charges paid.

5. Access and Installation

5.1 Our obligation to provide the Services and Equipment depends on our obtaining the necessary licenses, wayleaves, consents, or other permissions to enable us to provide you with the Services. We shall have no liability whatsoever to provide you with the Services and Equipment if we are unable to obtain any such consents or other connection is not binding on us and we give no undertaking whatsoever that we will connect the Equipment or Services on, or by a certain date, and we will not be liable to you for any delay in connecting the Equipment or Services.

5.2 In order to perform our obligations under this Agreement and in consideration of the Services provided to you, you hereby grant us consideration in respect of your land, buildings and premises (“your land”) as is necessary for us (including our employees and authorised representatives) to provide the Services to you and our other contractors, including but not limited to, from time to time, upon giving you reasonable notice (save in any emergency) to enter those parts of your land to install, maintain, adjust, repair, replace, renew, upgrade, inspect or remove, and to keep installed and to operate at or on your land, Equipment and/or telecommunications apparatus. You will at all times be responsible for the cost of any such work on your land we require from any landlord and/or successor in title and/or any other person with an interest in your land whose consent is legally required to enable us to exercise the rights over land granted pursuant to this paragraph and you will enter into any necessary additional

exceeding €100,000 in respect of any one event or series of connected events where such damage arises from our own negligence, or the negligence of our employees, agents or contractors whilst acting in the course of their employment by us. We exclude liability in excess of €100,000 in respect of the matters set out in this paragraph.

5.3 c. any of our liabilities which cannot by law be excluded or restricted.

5.4 You may enter into or seek to enter into transactions with third parties in relation to the sale, rental or provision of goods and services via the Services, for example the Internet or Interactive Services. We will not be a party to such transactions and will not be liable whether in contract, tort (including liability for negligence), or otherwise for any loss, cost or damage incurred by you arising out of or in relation to the transaction or attempt to enter into a transaction (including but not limited to failure to transmit or distortion of any messages sent via the Services). You acknowledges that you access the Services at your own risk and that we have no responsibility for any goods, services, information, software or other materials accessed by your whilst using the Services. You agree that neither UPC nor any Group Company is responsible for any liability for the quality of any content, merchandise, products or services accessed or purchased through the Services.

5.5 The Services, for the representations or warranties made by the seller or manufacturer of any such item, or for damage to or injury, if any, resulting from the use of such item. The accessing and provision of information and third party services by you via the Services shall be subject to such third parties’ terms and conditions if any.

5.6 Where we supply the Services to you via your existing connection to another Operator’s Network it is your responsibility to maintain your connection to such Operator’s Network and we shall not be responsible or liable to you for failing to provide the Services if such failure arises as a result of any interruption to or disconnection from the Operator’s Network or because of failure or inadequacy in any Customer Provided Apparatus.

14. Software and Export Control

14.1 Intellectual property rights in the Software remain our property or that of our licensors. You hereby agree to comply with any licences of software which the Agreement gives you no rights to such content.

14.2 If the Software is personal to you and therefore it may not be assigned or transferred by you to any other person without our prior written consent. For business reasons we have the right to assign this Agreement together with any associated rights of access and installation at any time to any company or person.

16. Changing the Terms and Conditions

16.1 We retain the right to amend, modify or substitute these Terms and Conditions at any time and we will notify you in writing 30 days in advance of doing so. Any such modification, amendment or substitution shall also be posted on our website at www.upc.ie. You have the right to withdraw from this Agreement without penalty if you do not accept the modification, amendment or substitution. If you do not object to the modification, amendment or substitution by giving notice to us within 30 days, the new Terms and Conditions shall then become applicable to you.

16.2 Unless otherwise detailed in this Agreement, notices given under this Agreement shall be delivered by hand or by prepaid first class post or electronic mail either:

(i) to: the address on this Agreement or on the last invoice or to an alternative address notified to you;

(ii) to you; at the address in this Agreement or to an alternative address notified to us.

Alternatively, if you take the Television Service or Internet Services we may deliver notices to you by sending them via the Network so that they are displayed on your television or computer screen.

18. Miscellaneous

18.1 This Agreement is made solely and specifically between you and for the benefit of the parties and is not intended to be for the benefit of, and shall not be enforceable by any person who is not named in the date of this Agreement as a party to it, and neither party can declare itself a trustee of the rights under it for the benefit of a third party. The terms of this Agreement will apply jointly and severally to all those agreeing to take Services under this Agreement.

18.2 A reference in this Agreement to a statutory provision will, unless expressly provided otherwise, be interpreted as a reference to such provision as amended or reenacted. In this Agreement unless the context otherwise requires words in the singular include the plural and vice versa; and words importing any gender include all genders.

18.3 This Agreement represents the entire understanding between you and us in relation to the subject matter herein and supersedes all other agreements or representations made by you or us, whether oral or written.

18.4 Our ownership rights and intellectual property rights in and to the content accessed and used by the Services is the property of the applicable content owner and may be protected by applicable copyright or other law. You shall not be liable for any infringement of such rights.

18.5 No waiver by us of a default that you commit under this Agreement shall operate or be construed as a waiver by us of any future defaults, whether of a like or different character. No granting of any other forbearance or indulgence to you shall in any way release, discharge or otherwise affect your liability under this Agreement.

18.6 If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable for any reason, it shall be severed and the rest of the provisions in this Agreement shall continue as if the Agreement had been specifically that provision or part of that provision.

18.7 Unless otherwise specifically agreed by us, you shall be eligible to benefit only from any promotional offer or discount applicable to the Services. Nothing in this Clause shall imply the existence of your right to any promotional offer or discount.

18.8 We aim to resolve any dispute, including any query which may relate to a refund, quickly and satisfactorily. You can contact us by calling 1908 or by email to customer.support@upc.ie. Details of our Customer Charter a copy of which can be found at www.upc.ie.

19. TELEVISION TERMS AND CONDITIONS

19.1 Television programme contents, channels, packages of channels, programming, programming schedules, broadcast hours of any channel, channel allocations, Pay Per View Programmes, VOD and

documentation to give effect to the grant of such rights. Each party shall at all times comply with all reasonable instructions of the other party or any third party in relation to the exercise of any rights over your land obtained in accordance with this paragraph.

5.3 Your failure to comply with paragraph 5.2 may result in withdrawal of the Services and termination of this Agreement, and if this happens we will be entitled to continue to enter upon your land to enable us to provide the Services to neighbouring customers and/or remove all or part of our Equipment.

5.4 You will indemnify us for all installation costs and expenses that we incur connecting you up to the Network and for all costs and expenses incurred by us for removal of any Equipment and/or telecommunications apparatus from your land and against liability for all third party claims, in the event that you or any person or a successor in title with an interest in your land insists that we remove any or all Equipment and/or telecommunications apparatus from your land.

5.5 We will make every effort to site the Equipment in a location of your choice and will endeavor to comply with any reasonable requests you may have regarding the routing of cables. However in some instances this may not be possible, for technical and other reasons, and if this is the case then we will indicate to you what alternative arrangements for cable routing (if any) we can make. If, for any reason, we are unable to provide the Services in accordance with our routing proposal, this Agreement shall terminate, provided that where the cabling relates only to the provision of certain Services, this Agreement may, at our option, terminate in relation to those Services only.

5.6 You agree to provide at your own cost, suitable facilities, including secure electrical supply and other installations and fittings, for the Equipment and you will comply with our reasonable requests and directions in this regard. You agree that you or a person authorized by you (who is over 18 years of age) will be present at your premises during that part of the connection process that takes there. You may need to prepare your premises in accordance with our reasonable instructions before the Equipment can be installed and Services can be provided to you. You have responsibility for obtaining any rights and permissions necessary in order for us to connect and maintain the Equipment.

5.7 You warrant that you are the current occupier of the Address, and are either the freeholder of the Address or a tenant of the premises under a lease of 12 months or more; and that you are over 18 years of age and legally entitled to sign a contract.

5.8 The terms in this section, including the licence granted by you to us, shall continue in force for as long as we hold the Licence, notwithstanding termination of this Agreement.

6. Charges and Payment

6.1 You must pay all the Charges for which we bill you, together with any Value Added Tax and any other taxes (at applicable rates from time to time) which apply in relation to any Charges payable under this Agreement. We will bill you one billing period in advance for the Services. You must pay your bill by the date specified in your bill. You will be liable for the Charges from the day on which we first make the Services available to you unless we notify you otherwise. You agree that you are liable for any Charges incurred on your account irrespective of whether those Charges were incurred by you or anybody else with or without your consent. Unless stated otherwise, all prices quoted by us and listed in our Price List are inclusive of VAT and all Charges that appear on your bill are inclusive of VAT. We may vary our Charges from time to time. We may alter your billing date or billing frequency. Our Customer Charter includes explanations on billing frequency, non-payment of bills, disconnection and resolution of disputes. Should you pay your bills via our electronic billing facilities additional terms and conditions apply.

6.2 **Late Fees:** If you do not make your payments on time we may withdraw any discount we may have given to you for payment in advance or for any other reason and we may also charge you a Late Fee as per the Price List.

6.3 **Other Charges:** We may also charge you for the following, in advance or otherwise, where applicable, including but not limited to: Connection Charges, Initial Payment Charges, Usage Charges, Access Charge, Cancellation Charge, Paper Bill Fee, Identification Fee and other Miscellaneous Charges. If you want to change any of the Services agreed to, we may charge you a reasonable administration fee. Any such fees will appear in the Price List or in the other documentation that we provide to you. To the extent permissible by law, we may charge you a fee for not using a particular payment method or provide you with a discount for using a particular payment method.

6.4 **Direct Debit:** Unless otherwise determined by us in our absolute discretion and notified to you, you will be required to pay your bills by direct debit. This Agreement gives us authority to alter your variable direct debit instructions according to the Charges from time to time applicable to the Services. We shall notify your relevant bank or building society each month of the sums due to us from your account. We are entitled to charge you a reasonable administration fee if your direct debit fails or results or you fail to make payments to us. If your bank or building society is unable to make payments to us for any one month we reserve the right to immediately suspend any direct debit facility and demand a different method of payment.