

UTV Internet Fibre Optic Broadband Service Terms

(These terms and conditions come into effect on 9th December 2011)

What we provide

1. The service we agree to give you includes:

a. a high-speed fibre broadband service. Your speed will be estimated at the time of placing the order and will be the fastest speed your line can support. For further information please go to www.utvinternet.com.

b. helpdesk services;

c. other applications and features as described at www.utvinternet.com ; and

d. installation of network equipment required to enable you to use the service.

2. The equipment we agree to give you includes a:

a. Fibre Broadband WAN router; and

b. Data Extension Kit (required only if there is no double power socket near your telephone master socket). If required, the engineer will ask for your agreement to install during his/her installation visit.

You will need to have and keep a telephone line for the duration of the service. An engineer installation visit will be required where no working fibre installation already exists. The provision of UTV Internet Fibre Optic Broadband is subject to availability and a line check. The service may be incompatible with other services you have. Further information can be found on www.utvinternet.com.

When the service starts

3. We will begin the service, and the minimum period of 24 months will start, on the day we install the service (the service start date). We will agree a date with you for delivery and installation of any equipment, but all dates are estimates and we cannot guarantee we will meet them.

4. If we need to change the installation date, we will try to contact you before the scheduled date.

5. If you need to change or cancel any appointment date, you must tell us at least three working days prior to the scheduled appointment or we may charge you a missed appointment fee.

6. During installation there must be a responsible adult present in your home. Where this person is not you, it must be someone authorised by you to make decisions regarding the location and installation of equipment (e.g. if a Data Extension Kit is required).

7. On the day of installation, prior to visiting your home, the engineer will need to disconnect your phone line for a short period. If possible you should make alternative arrangements to enable you to make calls to emergency services during this period. If you already have broadband, this will also be taken out of service during the installation.

8. As part of the installation, the engineer will be responsible for connecting your computer to the UTV Internet Fibre Optic Broadband service and will demonstrate a working internet connection to you, providing your computer meets the minimum requirements. You will be responsible for reconnecting any other online equipment you may have, such as a games console, additional computers, or smart phone.

9. Some communication services that you have may be incompatible with UTV Internet Fibre Optic Broadband.

Cancelling the Agreement

10. You may cancel your agreement for UTV Internet Fibre Optic Broadband by contacting us at any time up until the service start date. However you will be liable to pay for any work that we have started or done to install any equipment. You are also required to return any equipment that has been sent to you by UTV Internet.

Quality of service

11. We aim to provide a continuous, high-quality service but we do not guarantee either the quality of the service or that the service will be available at all times. From time to time faults in the service may occur and maintenance on the network may be required which causes disruption. We will repair these faults as soon as we can and perform network maintenance when the network is least busy.

12. We cannot provide UTV Internet Fibre Optic Broadband in all parts of the United Kingdom.

13. We may also take action to manage the network's performance during periods where there is a high demand. Please refer to the 'Network Notifications' section at <http://www.utvinternet.com/support.aspx> for more details.

Using the service

14. You will need to meet any requirements set out online at www.utvinternet.com and have your BT Telephone service activated, working and having passed a minimum line speed test that we will perform in order to receive the service.

15. Our UTV Internet Fibre Optic Broadband services (including our unlimited service) are provided in line with our Fair Usage Policy as set out in the 'Legal' section at www.utvinternet.com.

16. UTV Internet Fibre Optic Broadband packages have a monthly usage allowance. We will charge you for your extra usage, or you have the option to have your service suspended until the start of the next calendar month. You can find details of the extra usage charges in the Price List.

Our responsibility to you

17. UTV Internet shall provide the Service in accordance with the terms and conditions of this Agreement. You acknowledge that UTV Internet's provision of the Service and its ability to provide the Service is dependent upon BT Wholesale and its ability to provide certain parts of the Service to UTV Internet. You acknowledge that there may be technical limitations that inhibit the activation or provision of the Service. UTV Internet agrees to notify BT Wholesale of any issues concerning the Service that you bring to UTV Internet's attention, but we cannot guarantee rectification of these issues by BT Wholesale.

18. UTV Internet does not accept any responsibility for any defects or errors in either the Service or the Modem.

19. You acknowledge that it is technically impracticable to provide the Service free from errors and/or faults and UTV Internet does not undertake to do so. UTV Internet shall provide a Helpdesk Facility to enable faults to be reported and resolved but does not warrant that all faults will be corrected.

The obligations of UTV Internet to provide the Service shall be conditional upon the Technical Requirements being satisfied. You acknowledge that the Service shall not be available to you outside the Service Availability Area and that:

(a) it will only be available to you if you have a valid contract for the use of a BT analogue direct exchange line which terminates on a master socket forming part of BT's telecommunications network;

(b) you have a PC that satisfies the Technical Requirements; and

(c) your Premises falls within the Service Availability Area.

20. Except as may be expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise are hereby excluded to the fullest extent permitted by law.

21. You acknowledge that due to contention on both the BT network and UTV Internet's access link, the speed of the Service may be reduced or may not be available at times.

Changing your UTV Internet service

Changes we may make

22. Occasionally, we may have to interrupt the service. If we do so, we will restore it as quickly as we can. We may also make minor changes to certain technical specifications, including limits for transferring information which are associated with the service. We may also change the monthly usage limits.

Changing the terms (notification)

23. Sometimes, we will need to change the charges or the terms and conditions of a service covered by this agreement. Depending on your method of billing, we will send email notifications to customers who receive paperless billing and post letters to customers who opt for paper bills. The changes will also be available on <http://www.utvinternet.com/>.

24. Under Regulation 14 of the European Communities (electronic communications networks and services) (Universal Service and Users' rights) Regulations 2011 an operator shall, not less than one month prior to the date of implementation of any proposed modification, likely to be of material detriment to the subscribers of any service, notify its subscribers to that service of the proposed modification in the conditions of the contract for that service, and their right to withdraw without penalty from such contract if they do not accept the modification. If we do not hear from you within 10 days of the notification, we will assume you accept the amendments and are happy to continue as a customer of UTV Internet.

Changes you can make

25. If you upgrade to UTV Internet Fibre Optic Broadband while you are still within your minimum period on any other UTV Internet Broadband Option or package, you will need to agree to a new minimum period on each component service (24 months) and pay any applicable UTV Internet Fibre Optic Broadband activation charge.

26. For all other changes, including downgrades to another UTV Internet Fibre Optic Broadband Option or to a UTV Internet Broadband Option or moving to a package, a new minimum period will apply unless you are moving home and we are unable to provide UTV Internet Fibre Optic Broadband at your new address.

Ending your agreement

27. The service has a minimum period of 24 months. A 12 month minimum period is available, however, 24 months is offered as standard.

28. If you are using any services, applications or features which UTV Internet has provided free of charge, these will end on the day your agreement with us ends.

29. When you end your broadband service and do not request and use a Migration Authorisation Code (MAC) or another recognised transfer process to move to another service provider, you will have to pay a cease charge of £5.37. You will not have to pay this charge in the event you are moving home and we are unable to provide the service at the new UK address.

30. Any equipment supplied by UTV Internet for use with Fibre Optic Broadband should be returned to UTV Internet, Ormeau Road, Belfast, BT7 1EB. We advise you send this via registered post and retain proof of postage.