

Terms & Conditions

Your terms and conditions for UTV Talk, UTV Broadband and UTV Fibre Optic Broadband.

These terms and conditions come into effect from 9 December 2011.

Important information:

The terms and conditions of each of the above services are made up of this important information and the following terms (including any other document we refer to in those terms).

- The Residential Standard Terms;
- The relevant Service Terms, including;
 - [UTV Talk](#)
 - [UTV Broadband](#)
 - [UTV Fibre Optic Broadband](#)
 - [Special Offer Terms](#)

If any of these documents contradict each other, the terms will apply in the order set out above, save where the Special Offer Terms (if any) stipulate a price which shall take precedence over the Price List.

Click on the links above to go directly to a specific section of this document, or to the relevant Terms

About UTV Internet

We are UTV Internet, our listed business address is UTV Internet, Ormeau Road, Belfast, BT7 1EB (Company registration number is NI 32652).

When we talk about the Price List, we mean our website, www.utvinternet.com. Residential pricing on our Price List is listed inclusive of VAT.

When we talk about equipment, we mean the broadband router, micro-filters, cables and other such ancillary equipment that is supplied for the duration and use of the Service.

Key Terms Highlights

- a) All standard Broadband, Fibre Optic Broadband and Talk tariffs have a minimum term of 12 months, however Fibre Optic Broadband tariffs can also be taken as part of a minimum term of 24 months. If you renew your contract either by upgrading or downgrading a package, this will mean another minimum term of 12 months.

- b) The majority of orders are provided within 10 working days, unless additional engineering work is required e.g. a new line installation, or periods of adverse weather conditions occur, e.g. snow, ice, heavy rain and high winds, having a knock on effect on engineering appointments.
- c) Sometimes we will need to change these standard terms and conditions. If we do so, and the changes are to your material detriment, we will inform you by letter or email not less than one month before it happens. You have the right to end your agreement with us, without penalty, if you do not accept these changes.
- d) We require a permanent payment method to pay for your bill each month. Methods of payment that we only accept are debit card, credit card and direct debit as permanent payment methods.

Residential Standard Terms

The services we provide

- 1. We provide you with your chosen services, including UTV Talk, UTV Broadband or any combination of UTV Talk and UTV Broadband and any other consumer services and any equipment we provide. The service(s) will be supplied on a self-installation with the exception of Fibre Optic Broadband. An engineer site visit is required to complete the Fibre Optic Broadband installation
- 2. You have a separate agreement for each service that we provide to you, which is made up of these Residential Standard Terms, the relevant service terms ([UTV Talk](#), [UTV Broadband](#), [UTV Internet Fibre Optic Broadband](#) the [Price List](#) and any applicable [Special Offer Terms](#)).
- 3. The services and equipment we provide to you under these terms must not be used for business purposes, unless directly agreed by UTV Internet.

Providing the service (access/permits)

- 4. You agree to follow any reasonable instructions that we may give you, and to allow us access to your premises if we need it.
- 5. You also agree to try to get any permission needed from someone else if we have to cross their land or put our equipment on their premises.
- 6. You agree to look after any of our equipment. If you do not do so and the equipment is damaged other than through fair wear and tear, you will have to pay for it to be repaired or replaced.
- 7. You agree to give us a permanent payment method to pay for your bill each month. We accept debit card, credit card and direct debit as permanent payment methods only. If this

permanent payment method fails, you will be required to provide us with a secondary method of payment.

8. You agree to provide us with true, accurate and complete details in order to provide your order. These details will be shared, in confidence with other communication companies in order to place your order(s). You agree to inform UTV Internet of any changes to your personal details immediately by e-mail addressed to admin@u.tv.

Where we provide your communications services

9. We will deliver any equipment to the UK address you give us. We will provide the service in the UK unless the service terms say otherwise.
10. If we send you a broadband modem, it requires a signature so if you are out during the day, we strongly advise it is sent to your place of work or a neighbour or relative's house.

When we provide your communications services

11. Your agreement with us starts on the date we accept your order for the service. The minimum period starts from the date we start to provide you with the service as set out in the relevant service terms.
12. The minimum term for UTV Talk and UTV Broadband is 12 months. The minimum term for UTV Fibre Optic Broadband is 24 months. If you change, either upgrading or downgrading your UTV Talk and/or UTV Broadband package, another 12 month minimum term applies. In the event that you agree to avail of a promotional offer, you may be subject to a new Minimum Term as agreed between you and UTV Internet as part of the terms of the offer.

Cancellation

13. You may cancel your agreement for the service before the service start date set out in the service terms. This is your cooling off period, if you do so we will not charge you for the service. The cancellation provisions of EC (Protection of Consumers in respect of contracts made by means of distance communication) Regulations 2001 (the "Distance Selling Regulations" will not apply to the service(s).
14. You may cancel your order for any equipment we have provided to allow you to use the service or for any other equipment you have requested, up to 10 calendar days after we deliver it. If you cancel any order for equipment within this period, you must return it (undamaged and in its original packaging), following our instructions. The cost of return post is to be paid for by you. We will refund anything you have already paid for the equipment. If we have to collect the equipment we will charge you our reasonable costs for doing so. These rights are in addition to any other statutory right you may have to cancel your agreement.

Returning equipment

15. You must return any item of equipment that either:
 - a. you report to us as faulty; or
 - b. is supplied by another company and is required as part of your service, for example the Fibre Optic Broadband Openreach modem. This remains the property of BT Openreach and they may send you instructions on how to return it to them; or
 - c. we tell you is faulty or requires replacement for technical reasons.

We may replace such equipment before you return it to us, but you must still return the item. We advise you send the parcel registered post and retain proof of postage. Please return broadband modems to Modem Returns, UTV Internet, Ormeau Road, Belfast, BT7 1EB. We may test any item reported as faulty by you, and if it is found to be working, we may choose to either return or replace it (if we have not already replaced the item) and charge you our costs for testing and postage of the item. With prior agreement from UTV Internet, you may not need to return the router to us, in this case we ask that you dispose of the equipment in an environmentally friendly manner. This website will give you more information on how to do this http://www.ni-environment.gov.uk/waste/regulation-and-legislation/regulations_weee.htm.

If within 30 days of us replacing equipment that either you report to us as faulty or we ask you to return, you have not returned that equipment, we may either interrupt or restrict access to any service that you take from us until the relevant item is returned, or seek to recover our costs in respect of that item from you via your bill. This does not affect your statutory rights relating to equipment which is faulty or wrongly described.

Your use of your communications service

16. You may only use the service for your own personal use and enjoyment. You must always follow our fair use policy in the way that you use your chosen services which can be found on http://www.utvinternet.com/legal/legal_information.aspx. You must not use the service or allow the service to be used to make offensive, indecent, menacing, nuisance or hoax calls or to cause annoyance, inconvenience or needless anxiety.
17. You agree that any content, software or other copyright material we supply to you is for your own private use, and that you must not copy, change or publish the material or supply it to any other person or use it for any business purpose.
18. If we provide you with a phone number, you agree to the following:
 - a. That the number must not be advertised in or on a phone box. If this happens, we may suspend or end your agreement for the service. However, we will write to you before we take this action.

- b. That you do not own the phone number and that you will not transfer it to anyone else or try to do so.
19. If you want to connect equipment to our network other than by using an eircom main phone socket, you must get our permission. You agree not to connect equipment to our network:
- a. that does not bear the European Consumer Equipment Standards 'CE' mark; or
 - b. that may harm the network or other customers' equipment.
- If you do, you must disconnect it immediately.
20. If you have an internet access service from us, you accept that you are using the internet at your own risk. You are responsible for making sure any equipment you use to access the service is protected against viruses.
21. You are responsible for properly using any user IDs, personal identification numbers (PINs) and passwords (including wireless encryption keys) needed for the service, if any, and must take all necessary steps to make sure that you keep these confidential and secure, use them properly and do not make these available to unauthorised people.
22. You will indemnify UTV Internet and/or its agents against any claims or legal proceedings that are brought or threatened against UTV Internet and/or its agents by a third party:
- (a) because the Service is used in breach of Paragraph 16 - 21 inclusive; or
 - (b) in circumstances where you are in breach of Paragraphs 16 - 17.
23. You will notify UTV Internet of any such claims or proceedings referred to in Paragraph 22 and keep UTV Internet informed as to the progress of such claims and proceedings.

Ending the service

24. Within the minimum term, once we have provided the service, you may tell us to stop providing it at any time by giving us one month's written notice, either by email to admin@u.tv or by letter to the address listed at the beginning of this document. We can stop providing the service by giving you one month's written notice.
25. If within any relevant minimum term you choose to end the service or you cancel your permanent payment method without contacting us to arrange payment by alternative means in which case we will assume you want to end the service, we may end your agreement for the service. If we do this within the minimum term of your agreement you will have to pay the termination charges set out for each of the services in the relevant service terms or on the Price List by way of compensation to us for ending your service within the minimum term. We will bill you the monthly amount for the remainder of your minimum term, for each service you have taken from us.

For example, if you have UTV Talk and UTV Broadband and leave 6 months after your start date, there are 6 months remaining on your minimum term. We will bill you for 6 months line rental and 6 months for your chosen broadband package. If you do not port to another Internet Service Provider, we may also charge you the wholesale charge for broadband disconnection as a straight pass through cost, directly to your permanent payment method, or your secondary method of payment, which you have provided us with details of (e.g. when you paid for an installation or connection charge) and by accepting the terms of this Contract you authorize us to do so. We will give you reasonable notice in writing before making any charge. The same principle will be applied regarding early termination fees depending on the number of months remaining in your minimum term. You can find details of these charges on our legal information page http://www.utvinternet.com/legal/legal_information.aspx.

26. If you or we end the agreement for the service, we will pay back to you any money we owe you relating to that agreement. We will first take off any money you owe us under that agreement or any other agreement between us. Where we provide you with a range of communications services and you owe us money for one service we reserve the right to charge you for that service via the bills we send you for your other services, unless there is a genuine dispute between us regarding one of your services.
27. Outside your minimum term. If you have completed your minimum term, as outlined earlier in this document, you may leave, without penalty if you are porting and not ceasing your service. You are not required to notify UTV Internet of your intention to leave, although we respectfully request that you do contact us. We will act upon the standard industry process of pending loss and completed loss notifications from our wholesale Supplier to close your account and cease billing. Please note you are liable for any call charges up to the point when your calls transfer to another supplier, or your line is cancelled.

Moving home

28. If you move home within the UK and let us know by giving us as much notice as possible before you do so we will continue to provide your communications service at your new address in line with our [moving house service](#) and the terms set out in the relevant service terms.

Paying for the service

29. You agree to pay in full all sums due to us by your permanent payment method, whether you use the service or someone else does. Provision of the Service shall be conditional on you making all necessary arrangements to pay for the Service by such means. The method of payment will be either as set out in the service terms or as we otherwise agree with you.

You agree to have and maintain a credit rating satisfactory to UTV Internet and provide UTV Internet with such financial security as we reasonably require.

30. In addition, if you take UTV Talk, UTV Broadband, or any combination of these services, we require payment to be made via your permanent payment method.
31. We will bill you upfront (in advance) for any rental charges for the service. We will bill you later for any usage charges for your communications services. If possible, charges will appear on your next bill, but sometimes charges may appear on a later bill. Your first bill will have a pro rata amount for the remainder of the line rental due, plus the next month. This follows standard practice in the Telecoms industry.
32. We will send any bills to the address where the service is provided unless otherwise agreed by us. You may also see your bills online at www.utvinternet.com/youraccount. We will send your first bill via email. Paper billing is available; however, a small charge of £1.50 per month is applicable. We recommend paperless billing as this is cheaper and friendlier for the environment. Bills are normally available in the second week of each month, with payment collected at the end of the month. You agree to pay the charges as soon as you receive your bill unless otherwise agreed by us. You may also need to pay a deposit or a payment upfront before you can receive the service or goods. If you think that the charges on your bill are incorrect and wish to dispute those charges, you must tell us straight away. You must pay in full any charges that are not disputed.
33. If you do not pay your bill on the due date, (seven) 7 days from the date on the bill, we will suspend your service(s) without notice, upon notification of failed payment. We may send a letter or email to you advising of the failed payment notification, we may follow up with a telephone call to a telephone number given to us at sign-up. If we do not receive payment within 21 calendar days of the failed payment notification, we will terminate the service(s).
34. We may add a late payment charge of £7.50 to your next bill by way of compensation for breaking the terms of this agreement, or by way of compensation for any direct debit or cheque payments which are returned to us because you do not have enough funds in your account. The charges set out in this paragraph are not subject to VAT.
35. If you do not pay your bill, we may ask a debt-collection agency to collect the payment on our behalf. If we do, you will have to pay us an extra amount by way of compensation to us for breaking the terms of this agreement, this amount is £20. This will not be more than the reasonable costs we have to pay the agency, who will add the amount to your debt on our behalf (this will depend on the amount you owe us). This paragraph applies even if your agreement with us has ended. The charges set out in this paragraph are not subject to VAT.
36. By agreeing to take service from UTV Internet you also agree to allow us to share your payment history data with UTV Internet with credit reference agencies. If we choose to do

so we will share your personal data under contract and in accordance with the Data Protection Act 1998 as amended with recognised and reputable credit reference agencies such as, for example, Experian or Equifax.

Our rights when we provide the service

37. We may monitor and record calls relating to customer services and telemarketing. We do this for training purposes and to improve the quality of our customer services.
38. Occasionally, we may have to:
 - a. interrupt the service. If we do so, we will restore it as quickly as we can;
 - b. change your area code or phone number, or access numbers; or
 - c. make minor changes to certain technical specifications, including limits for transferring information which are associated with the service.
 - d. In relation to your personal Details, you agree and hereby consent to UTV Internet passing those details to a communications company or other appointed agent and to such other third parties as may be necessary in order to provide and operate the Service and deliver the Modem.
 - e. 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
39. We shall be entitled to waive any rights owed to us under the terms and conditions of a service. However, no waiver shall be effective unless in writing. Failure or delay to act upon any rights owed to us under the terms and conditions will not be deemed to be a waiver of those rights.

Our Responsibility to you when we provide the service

40. We accept responsibility if you are injured or die as a result of our negligence. We will not limit this responsibility.
41. We also accept responsibility for loss or damage to your physical property arising from our negligence. We will pay up to £1000 in any 12-month period for this loss or damage.
42. We shall use all reasonable endeavours to ensure that the Service is available for use by you in accordance with the standards of a competent telecommunications service provider. Unfortunately, we cannot guarantee that the service or the equipment we provide will never be faulty.

43. Unless the service terms say otherwise, we have no responsibility to pay you compensation for financial loss, for any information which is lost or corrupted, or for any loss that could not have been reasonably expected. We will not be liable to you for any losses that you may suffer if you have used the service or equipment we provide for business purposes.
44. Except as described in paragraphs 40 and 41, we will not pay you more than £5,000 in compensation (even if we have been negligent) in any 12-month period unless the service terms say otherwise.
45. Nothing in paragraphs 43 to 46 affects your statutory rights relating to equipment which is faulty or has been described wrongly.
46. If any paragraph that limits our responsibility to you is disallowed or is not effective, the other paragraphs will continue to apply.

Matters beyond our reasonable control

47. Sometimes we may not be able to do what we have agreed because of something beyond our reasonable control, which may include: lightning, flood, severe weather, fire, explosion, terrorist activities, anything done by Government or other competent authority, or industrial disputes. There may be other reasons too. In these cases, we do not accept responsibility for not providing you with your chosen communications services.

If you break the agreement

48. For serious misuse described in paragraphs 16 and 17 we may suspend or end the agreement for the service immediately. Otherwise we will normally give you an opportunity to put matters right within a reasonable time if you break the agreement.
49. However, if you do not do so, we may suspend or end the agreement for the service. We may also suspend or restrict the service or end the agreement for the service if you break any other agreement you have with us and do not put matters right within a reasonable time. If we suspend the service or end the agreement for the service, we will tell you what needs to be done before we can restore the service.
50. Sometimes we may choose to ignore it if you break one of our terms and conditions, or we may choose not to enforce a particular term. But even if we do this, we can still choose to enforce that term or take action because you break that or any other term in the future.

Sorting out complaints

51. From time to time you may need to contact us to sort out a problem that you're having with us. Our Code of Practice sets out how you can contact us and the process for dealing with

any complaint or dispute you may have. You can see a copy of the code online at www.utvinternet.com/legal. Alternatively, you can ask us to send a copy of the code to you. We will try our best to work through any complaint or dispute that you may have with us. However, if we cannot do this, you may be able to refer the matter to the Telecoms Regulator, Ofcom or the independent body, CISAS and get an independent view. Details of how and when to refer a dispute, are set out in our [Code of Practice](#).

Changing the terms (notification)

52. Sometimes, we will need to change the charges or the terms and conditions of a service covered by this agreement. How we notify you of these changes will depend 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/>.
53. 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.
54. Sometimes we may need to make changes to our charges or the terms and conditions of a service which are outside of our control – for example to meet legal, regulatory or financial requirements. If we need to make changes for these reasons, we will let you know as soon as we can, but we will not have to meet the timescales detailed in paragraph 53, and you will not be able to end any affected service early without charge.

Other things we need to tell you

55. You accept that the agreement for the service is personal to you and agree not to transfer it to anyone else, or to try to do so. However, we may take instructions from a person who we think, with good reason, is acting with your permission. We can transfer the agreement for the service to another company provided this does not adversely affect your rights under the agreement.
56. When we need to contact you, we will use your billing address, e-mail address, mobile or fixed phone number. If you need to contact us, please use the address on your last bill or

any other postal address, e-mail address or phone number we have given to you for that purpose.

57. You accept that when you order goods and services from us we may make enquiries about you for credit reference purposes. These enquiries include searching your records held by Experian or any other credit reference agency and checking any details held on you by the Interactive Media in Retail Group (IMRG) Security Alert or any other fraud prevention scheme. At all times where your information is disclosed to us we will protect it and keep it secure in accordance with our [privacy policy](#). Data we hold about you may also be used for fraud prevention purposes and this may include sharing your personal data in confidence with third party companies, including other communication companies.
58. A person who is not a party to this Agreement shall not have any rights under or in connection with it.
59. UTV Internet may assign or sub-contract this Agreement to an Affiliate of our choice without consent.