

# NOW

## BROADBAND

YOUR NOW BROADBAND  
& CALLS CONTRACT

DECEMBER 2021

# NOW Broadband and Calls Contract

## Terms and Conditions from December 2021

### KEY TERMS

These are the terms and conditions (**Conditions**) on which the **NOW Broadband and Calls services** will be provided to you.

Further terms and conditions are set out in the NOW Broadband and Calls Usage Policies (**Usage Policies**).

Together, the Usage Policies and these Conditions, make up your NOW Broadband and Calls contract (**Contract**).

In the event of any inconsistency between these Conditions, the Usage Policies, these Conditions take precedence. Please take the time to read these terms.

You agree to the Conditions of this Contract (including any changes to them or any service making up NOW Broadband and Calls in accordance with these Conditions), when you use the services.

A summary of the most important terms is contained below.

In this Contract, “we”, “our” and “us” are references to **NOW**, (the provider of NOW Broadband and Calls), a trading name of Sky UK Limited Registration Number: 2906991) of Grant Way, Isleworth, Middlesex, United Kingdom, TW7 5QD.

Words and phrases written in bold have a special meaning, which is explained in the section “Terms with a Special Meaning” in this booklet below or where the word or phrase is used. In each paragraph only the first use of a word or phrase with a special meaning is in bold. Subsequent uses in the same paragraph have the same meaning unless otherwise stated.

#### **This booklet includes:**

1. A summary of the most important information about your Contract, such as:

- a) How Information we hold about you can be used
- b) The NOW Broadband and Calls contract
- c) Who can take the NOW Broadband and Calls services
- d) How prices may increase and how the terms of your contract may change
- e) How you will be billed
- f) Cancellation
- g) Important Information about the NOW Broadband and Calls services
- h) Offers
- i) Complaints
- j) How you may contact us

2. Your NOW Broadband and Calls Contract

3. Your rights to cancel

4. Usage Policy

5. Terms with a Special Meaning

## SUMMARY OF IMPORTANT INFORMATION

### How Information we hold about you can be used

Please take time to read the Privacy and Cookies Notice on [NOWTV.com](https://www.nowtv.com) which applies to the use of your personal and other information by Sky UK Limited and its group companies.

### The NOW Broadband and Calls contract

- Your **NOW Broadband and Calls services** will be provided under this Contract and you will pay a single monthly charge for all the services in your membership unless we tell you otherwise.
- Included in your membership is NOW Broadband Buddy, our online protection tool which helps you control what your family can access online. NOW Broadband Buddy will automatically be set to 'on' from the date your NOW Broadband and Calls services are active. To find out more including how to change your default settings during set up, visit our Help Centre at [nowtv.com](https://www.nowtv.com)

### Who can take NOW Broadband and Calls

- To become a NOW Broadband and Calls member, you must be in an area where the NOW Broadband and Calls service is available (**NOW Broadband Network**). The NOW Broadband Network is where your NOW Broadband and Calls services are provided on our own network or a network provided by one of our partners. Whether you are in a NOW Broadband Network will depend on where you live.
- You can sign up for a membership if you are 18 or over and are in a NOW Broadband Network area.
- You will need a NOW account and valid credit or debit card details when signing up to a NOW Broadband membership.

These payment details will be used to bill you for your NOW Broadband and Calls services and membership each month.

- You will be responsible for all activity on your NOW account and anyone who uses any element of the NOW Broadband and Calls services.

### How you will be billed

- Unless we tell you otherwise, the recurring membership subscription for your NOW Broadband and Calls services will be paid monthly in advance. Other charges such as non-inclusive call charges not included as part of your calls membership will be billed in arrears.
- We will post a rolling estimate of your bill electronically to your My Account area within your NOW account online a reasonable time before **Payment** is due (usually a day after your last **Payment Date**). Your estimated bill will be updated with any charges incurred since your last Payment Date, and your actual bill will be taken on and available from your Payment Date.

### Changes

- The **NOW Broadband and Calls services** are variable and our prices and services can change (even during your **Minimum Term** if applicable, depending on the **Plan** you have chosen).
- Where we do make any changes, we will give you 30 days' notice in writing of any changes unless it's for legal or regulatory reasons beyond our control.
- However, if we reduce the level of service provided by your chosen NOW Broadband and Calls services and you are materially disadvantaged by this, you will have a right to move to another service accessible by you

or end this Contract (without incurring **early termination charges** if you are on the **Saver Plan**). If you wish to end this Contract for these reasons, then you need to let us know within 30 days of notice of the change (Condition 8.3 in the section entitled 'How we can change the NOW Broadband and Calls services').

- In addition, if we increase our prices, unless it's for any of the reasons set out in Condition 7.5, you can also end the Contract (without incurring early termination charges and during your **Minimum Term** if you are on the **Saver Plan**).
- Please see clause 20 of this Contract for reasons why we may make changes to our pricing, services, **Plans**, products and this Contract.
- Full details of price increases can be found at: Condition 7 ('Paying for your NOW Broadband and Calls services') and full details of how we can change the **NOW Broadband and Calls services** can be found at: Condition 8 ('How we can change the NOW Broadband and Calls services').

### How long your Contract lasts

This will depend on the **Plan** you have chosen:

- If you have chosen the **No Contract Plan** then your services are provided on a rolling monthly basis and you may cancel your **NOW Broadband and Calls services** and membership at any time before your next **Payment Date**.
- If you chose the **Saver Plan** your **NOW Broadband and Calls services** will have a minimum term subscription which starts on the day your chosen NOW Broadband product is activated (**Minimum Term**). The length of your Minimum Term will be as agreed when you place your order and confirmed by us in writing shortly after you place your order. You must keep the NOW Broadband and Calls services for the duration of your Minimum Term unless we or you are allowed to end this Contract earlier (see Conditions 9 ('How we may restrict and end your NOW Broadband and Calls services') and 13 ('How long your Contract lasts') for further details).

### Cancellation

You may cancel your NOW Broadband and Calls services and membership in their entirety, subject to the terms of this Contract.

#### NOW Broadband and Calls:

- If you cancel your **NOW Broadband and Calls services** before your **Activation Date**, your **NOW Broadband and Calls services** will automatically be cancelled in their entirety.
- On the **Saver Plan**, if you cancel your NOW Broadband and Calls services during the **Minimum Term** you will need to pay us an **early termination charge**, unless this **Contract** states otherwise. Unless you tell us otherwise we may charge this amount directly to any credit or debit card you have provided us with - and by entering this Contract you authorise us to do so. We will give you reasonable notice in writing before any charges are made. If you have a contractual right to end the subscription early you won't have to pay an **early termination charge**. For more information about these charges see Condition 13 ('How Long your Contract lasts').
- On the **No Contract Plan** you can cancel your membership at any time before your next month is due to start, and if you contact us to cancel you'll be given the option of either continuing to access your **NOW Broadband and Calls services** until the end of the month you have paid for, or for your NOW Broadband and Calls services to end on the next day.
- You are not able to cancel your **NOW Broadband and Calls services** separately. This is because neither **NOW Broadband, NOW Calls or NOW Line Rental** are available on their own and are only available together. For example, if you decide to cancel or switch your **NOW Calls** to another provider, your NOW Broadband and Calls services will automatically be cancelled.

For details of your rights to cancel your **NOW Broadband and Calls services** during your cooling off period, please see "Notice of your statutory right to cancel in your cooling off period" at the end of this Contract.

### **Important Information about your NOW Broadband and Calls services**

- The **NOW Calls Service** is the name used to describe two subscription services: a home telephone calls service (NOW Calls) and a telephone line rental service (**NOW Line Rental**). You cannot take any **NOW Calls Service** without **NOW Broadband** or vice versa.
- The NOW Calls memberships currently available are: Pay as you Use Calls, Evening and Weekend Calls, Anytime Calls.
- Your use of **NOW Broadband and Calls services** and those you allow to use the services must comply with our **Usage Policies**. You are responsible under this **Contract** for the use of the NOW Broadband and Calls services by any person you allow to use it (see **Usage Policies**).
- Your services may be restricted or end if you breach our **Acceptable Use Policy** or any of the Conditions set out in Condition 9 ('How we may restrict and end your NOW Broadband and Calls services'). We will notify you in accordance with this Contract before this happens if we reasonably believe your **NOW Broadband and Calls services** are being used for unlawful or improper purposes. If your **NOW Calls Service** is restricted or ends, you will be unable to make calls to emergency numbers until your NOW Calls Services are reactivated or you connect with another provider.
- We recommend you ensure all your devices that connect to the internet are protected by appropriate anti-virus software at all times.
- When you order NOW Calls you will be given the option of having your details included in the public telephone directory. If you agree to this, your first initial, surname, address and phone number will appear in the directory.
- **Can I access emergency services using NOW Calls?** Yes, the NOW Calls service supports calls to emergency services via 999 and 112. When you call these numbers we will give them information about your location so they can find you if they need to (known as "caller location information").
- **What happens if I don't have a working compatible phone line?** If you don't have a working compatible phone line (**Line**), we can arrange for a new phone line to be installed or an existing phone line to be activated (**New Phone Line**). We will confirm the charge (if any) for your New Phone Line at the time of booking. We will not install a New Phone Line where extensive new line construction is required.
- If we need to send an engineer to your home to install or activate your **New Phone Line**, we will send you an email or notification via your My Account area with the date of your appointment. If you want to re-arrange your appointment, you must contact us before 3.30pm on the working day before your engineer appointment. If you re-arrange your appointment after this time, or you are not at your **Address** to give the engineer access to your property at the agreed time, or if you fail to make the necessary arrangements for the appointment to take place, we will retain the fee you have paid us for your first appointment and charge you our full costs for another appointment. Details of the arrangements you need to make for an engineer visit and of our charges will be set out in your confirmation email and appointment letters posted in your My Account area on nowtv.com
- If the engineer determines that the installation/activation of your New Phone Line is not standard and is unable to proceed, we will cancel your order for a New Phone Line and the **NOW Broadband and Calls Service** and refund any monies you have paid in full.
- **Moving Home:** If you change your **Address** you must contact us. You may need to have your existing NOW account cancelled and start a new account covering your new details. If you change your Address this Contract will continue unless you exercise a right to end it or we are unable to transfer your **NOW**

**Broadband and Calls services** to your new address. We may charge you any costs we reasonably incur as a result of a transfer and we will tell you the amount of this charge before charging you.

- **Will NOW Calls affect the operation of my home alarm system?** Remotely monitored security alarm, social alarm and Telecare services utilise your phone line. If you have one of these services it is your responsibility to ensure it is compatible. If you experience any issues with your service, you should refer to the Help Centre on [www.nowtv.com/help](http://www.nowtv.com/help) and within your My Account area online or contact us on 0330 332 3050 and we will investigate this for you.

## Offers

If you take up a special offer, this **Contract** will be varied to take account of the offer terms and conditions.

## Complaints

Information on how we deal with complaints and options for alternative dispute resolution can be found in our 'Complaints Code of Practice' which you will find by visiting: <https://help.nowtv.com/article/codes-of-practice>

## Contacting NOW

Calls to and from NOW Customer Services may be recorded or monitored for training and other purposes. If you wish to discuss your NOW account or experience problems with your **NOW Broadband and Calls services**, such as using broadband or making calls, you should refer to our Help pages within [nowtv.com/help](http://nowtv.com/help) and your My Account area online. Alternatively you may contact NOW Customer Services on 0330 332 3050.

## Automatic Compensation Scheme

The NOW Broadband and Calls Service is provided by NOW, a trading name of Sky UK Limited. Sky is a signatory to the **Automatic Compensation Code**. For full details and when automatic compensation may apply see: <https://help.nowtv.com/article/auto-compensation>.

# NOW BROADBAND AND CALLS TERMS AND CONDITIONS

## 1. NOW Broadband and Calls– Who can get it

- 1.1 We offer a number of NOW Broadband and Calls service products. Full details of the products available from time to time are set out at [www.nowtv.com](http://www.nowtv.com)
- 1.2 The availability of **the NOW Broadband and Calls services** will vary depending on your location.
- 1.3 To take a NOW Broadband and Calls service you must:
  - a) be 18 years or over;
  - b) live in an area in the UK where a **NOW Broadband Network** is accessible;
  - c) have an internet enabled device; and
  - d) be the account holder for your household's existing telephone service or be authorised by the account holder to register for **NOW Broadband and Calls**.
- 1.4 The **NOW Broadband and Calls services** will be provided to you at the address of your home in the UK that you notify to us from time to time (**Address**). You can only have one membership subscription for **NOW Broadband and Calls services** at your Address.
- 1.5 On receipt of your application for the **NOW Broadband and Calls**, if we are able to validate your application then we will notify you of the estimated activation date for your NOW Broadband and Calls

services and confirm this via email. If you have an existing compatible line, this normally takes 10 working days from the date when the order is accepted. If you require a new line to be set up, and we agree to do this for you, your **NOW Broadband and Calls services** will normally take approximately 2 weeks to be activated from the date you place your order.

- 1.6 If you placed your order via telephone, you will need to use the details of your NOW account (set up for you by our agent when you placed your order) to complete your NOW account. A valid debit or credit card will be required to set up your account.
- 1.7 We may upgrade you from the service you chose to a different service for any reason stated in Condition 20.1 or 20.2. If we do this, you will be placed onto the nearest equivalent service available at your Address that we reasonably consider offers a better broadband service and you will pay the same price as you would have paid for your chosen service. That price may increase in accordance with Condition 7.4 or 7.5 but, unless otherwise agreed between us, you won't pay more than the standard rate for new customers for the service you chose if that service remains available at your Address and, in any event, during your Minimum Term. We will notify you in advance in writing of the move to a different service. If you wish to choose another available service or remain on your chosen service if available at your Address, you can do so by contacting us within 30 days of notice from us of the change. If your current service is withdrawn, Condition 8.4 applies instead.
- 1.8 We may supply recommendations, newsletters within information about your services in electronic format from time to time as part of the NOW Broadband service.
- 1.9 On receipt of your application for NOW Broadband and Calls and provided you are eligible, we will make an application to Openreach to switch your chosen telephone services to NOW Calls. This will not apply to you if we provide your services on a NOW Broadband Network. Either way, if Openreach or NOW is able to validate your application then we will notify you in writing of the estimated activation date for NOW Broadband. If you have an existing compatible line, this normally takes 10 working days from the date when the order is accepted. If Openreach is unable to make the switch for any reason we will contact you. If you require a new line to be set up and we agree to do this for you, your NOW Broadband will normally take approximately 2 weeks to be activated from the date you place your order.

## 2. Available Plans

- 2.1 When signing up for **NOW Broadband and Calls**, you will need to choose your membership from the choice of **NOW Broadband and Calls** services made available to you via the online availability checker or informed to you by our agent if you call to order.
- 2.2 You can choose whether to take the **NOW Broadband and Calls** services on either a membership with a minimum term of 12 months (the **Saver Plan**) or on a 30 days' rolling basis (the **No Contract Plan**). Please see condition 13 ('How long your Contract lasts') of this **Contract** for what this may mean for your **NOW Broadband and Calls services**.
- 2.3 The **Plan** chosen, length of any **Minimum Term** and all services making up your **NOW Broadband and Calls services** will be as agreed when you place your order and will be confirmed by us in writing shortly after you have placed your order.

## 3. Using the NOW Broadband and Calls services, NOW Calls Acceptable Use and faults

- 3.1 The **NOW Broadband and Calls services** are for private domestic use by you and members of your household only and they should not be used for any activities not reasonably expected of someone using the services for domestic purposes (for example, for commercial or business purposes).
- 3.2 You must only use the **NOW Broadband service** in accordance with our **Usage Policies** (found at the end of this Contract). You must not use your **NOW Broadband and Calls services** to send, receive, upload, download, use or re-use material which is offensive, indecent, defamatory, obscene or menacing.

3.2A In relation to the **NOW Calls Services**, the following terms apply:

i. NOW Calls is for your household's own private domestic use and is not for use for any commercial or business purpose. You are responsible for all calls made using the NOW Calls Services at your **Address**, whether or not they are made by you.

ii. If your use of 'unlimited' or 'no extra charge' calls provided as part of a NOW Calls Services membership exceeds that reasonably expected of a reasonable person using the NOW Calls Services for domestic purposes, we may:

- a) immediately suspend your NOW Calls service until we have established whether your use is in accordance with these Conditions (if we establish that it is we will remove the suspension and give you a pro-rata refund of the monthly membership price of your NOW Calls services for the period the suspension was in place); and/or
- b) charge you our standard rates as published in our latest tariff guide for any calls exceeding those reasonably expected of a person using the NOW Calls Services for domestic purposes. Where we have specific limits on what is reasonable usage of your NOW Calls service for domestic purposes these will be set out in our Tariff Guide. We will inform you before we start charging you our standard rates.

iii. You must ensure that your NOW Calls Services are not used for any unlawful or improper purpose, such as:

- a) the making of hoax calls or communicating false information or information you believe to be false;
- b) the making of calls which are defamatory, offensive, abusive, obscene, menacing, threatening or otherwise made for the purpose of causing annoyance, inconvenience or anxiety to another;
- c) the making of calls where the primary purpose is to generate artificially high call traffic;
- d) fraudulently or in connection with a criminal offence; or
- e) otherwise in a manner which is in breach of any applicable legislation or regulations or the rights of any other party or we reasonably consider may harm any NOW network or amounts to misuse; or
- f) We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of the NOW Calls Services by you or anyone you have allowed to use the service.

3.3 You must not use any logos or trademarks of NOW, Sky, the Sky Group companies or NOW's or Sky's processors in any way which could damage or undermine the owner's reputation.

3.4 We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of the Products or your NOW Broadband Hub or other Kit provided by NOW or on its behalf for use in conjunction with the **NOW Broadband and Calls Service** by you or anyone you have allowed to use the NOW Broadband and Calls services.

3.5 If your **Line** is disconnected for any reason, you will lose your connection to the **NOW Broadband and Calls services** and there may be a delay in being reconnected. If a re-connection fee is payable, we will tell you the amount of this fee before charging you. You will be charged for the **NOW Broadband and Calls services** throughout this period, unless the disconnection or delay in reconnection has been caused by us or our agents.



3.6 To protect our networks and maintain quality of service for all our users we can temporarily or permanently control or restrict your online activities via **NOW Broadband** where such activities may have a detrimental effect on other customers' quality of service and it is reasonable for us to do so (e.g. sending "spam" messages or if there are security or integrity incidents, threats or vulnerabilities).

3.7 We may modify or temporarily suspend the **NOW Broadband and Calls services**, or part of them, to the extent necessary for us to carry out maintenance, technical repair, enhancement or emergency work.

We will try to minimise the impact of this on your use of the NOW Broadband and Calls services and we will restore the NOW Broadband and Calls services to you as soon as we can. Where possible, we will notify you if this occurs between the hours of 6am and Midnight and is due to last for more than 1 hour.

3.8 If you wish to use a modem or any other equipment that we have not supplied to you in order to access the NOW Broadband and Calls services it is your responsibility to ensure it is compatible with the NOW Broadband Network and we cannot guarantee that NOW Broadband and Calls services will work with this equipment.

3.9 From time to time faults in the **NOW Broadband and Calls services** may occur. If there is a fault with your **Line**, for example you experience problems making calls, you should contact NOW Customer Service on 0330 332 3050. We try to resolve faults as soon as possible and ideally within five working days of receiving notice of the fault from you.

3.9A The advertised download speeds for our broadband products are as follows:

- (i) NOW Broadband – average 11Mbps
- (ii) NOW Fibre - average 36Mbps
- (iii) NOW Super Fibre – average 63Mbps

Each of our Products has maximum upload speeds: NOW Brilliant Broadband: 1.3Mbps; NOW Fibre: 9Mbps; NOW Super Fibre: 19Mbps.

Details of your normally available download speed and minimum download speed will have been provided to you at point of sale. These speeds, as well as your normally available upload speed, minimum upload speed and maximum download/upload speed, will also be confirmed in the welcome email we send you.

Your actual speed is likely to be lower because it is influenced by factors including: the quality of your internal phone line wiring, if you're using a wireless connection, network capacity and the number of customers on the network or any particular website at any one time. If it's continuously or regularly significantly lower than the estimate you should contact NOW (further details about this process and remedies can be found in clause 8.5 below).

We will test your line during the first ten days to establish an optimal speed and you are therefore required to leave your hub on during this time. Further information about broadband speeds is available on [nowtv.com](http://nowtv.com) and is available via the documentation in your My Account area.

Delays and jitters in the transmission of data or packet loss can result in your broadband running slowly, web pages not loading or you having problems with services like VOIP and VPNs. If there is packet loss or delay in broadband data transfer certain applications may suffer from momentary interruptions of video or audio or alternatively the time to complete a task (such as downloading a track) becomes longer.

3.10 We aim to provide a continuous, high-quality service using reasonable care and skill. However, from time to time, due to the nature of the service, faults with NOW Broadband may occur– please refer to clauses 8.5 and 11.4 for details of the action you can take and the remedies you may be entitled to if

we are unable to fix the fault within a reasonable time. If you experience problems using NOW Broadband, you should contact customer services on 0330 332 3050.

3.11 If we need to send an engineer to fix or repair a fault, the following terms apply:

- a) Any fault investigation and repair work or installation of a **New Phone Line**, shall take place between 0800 – 1700 Monday to Friday, excluding public and Bank Holidays.
- b) We will be responsible for faults arising out of any act or omission by us or faults due to fair wear and tear on your line. We will not be responsible for any fault or wear and tear on any part of your line beyond the primary telephone socket onwards inside your home.
- c) You will take all reasonable care to ensure that your telephone Line and any equipment, including any Kit we provide to you, are kept in good working order. You must not modify or in any way interfere with any equipment we provide to you. You will be responsible for the reasonable costs of engineer call outs, replacement Kit and/or labour charges if:
  - i. you do not give the engineer access to your **Address** at the time agreed between you and NOW, or you do not follow our reasonable instructions to prepare your Address for the engineer's visit;
  - ii. you cancel the engineer's visit after it has been requested without at least 1 working day's notice for faults and repairs of your line or you contact us after 3.30pm (or such other time we have told you) on the working day before your appointment to re-arrange your engineer's visit for the installation of a **New Phone Line**;
  - iii. the engineer attends but finds there is no fault with your **Line**;
  - iv. we reasonably believe that the fault was caused by you or by anyone for whom we are not responsible adding to, modifying or in any way interfering with your line, or by your equipment or any equipment we provide to you;
  - v. the fault is found to exist as a result of your failure to follow our reasonable instructions or these Conditions; or
  - vi. the fault is on any part of your telephone line beyond the primary telephone socket onwards inside your home and has not been caused by us or anyone for whom we are responsible.
- d) If the engineer booked to provision your service or fix a fault does not attend at the time or date originally confirmed to you, you may be entitled to automatic compensation. For full details see the **Automatic Compensation Code**.
- e) Details of engineer call out fees, replacement equipment costs and labour charges can be found on the NOW website ([NOW - Help \(nowtv.com\)](http://nowtv.com)).
- f) You agree to follow any reasonable instructions that we or our network partners may give you and to allow us or our network partner's access to your **Address** if we need it to install a new **Line**. You also agree to provide a suitable and safe working environment for us and/or our network partners as our agent whilst carrying out any work at your Address, including any line installation/activation work. You will also need to:
  - i. prepare your premises in accordance with any reasonable instructions from NOW or our network partners;
  - ii. get any necessary permissions to enable your line to be installed or repaired, including any permission to cross land or put equipment on property owned by someone else;

- iii. provide a suitable place and conditions for equipment including connection points required;
- iv. provide access to electricity, as reasonably required by NOW and/or our network partners, to connect or repair your **Line**.

3.12 You accept that you do not own any telephone number we make available to you. You agree not to sell or transfer to any other person any number provided to you or to advertise it in or on a BT phone box.

3.13 We may need to change your telephone number. We will try to do so only when it is reasonably necessary or when we are requested to do so by a competent authority. We will tell you before we change your number.

3.14 You may request us to transfer your number from another telephone provider. We will try to do this if it is reasonably practicable. If it is not reasonably practicable, we will provide you with a new number.

#### **Indirect Access Calls**

3.15 We may restrict your ability to make calls using a prefix number to access a different telephone provider (**Indirect Access Calls**) at any time by giving reasonable notice on our website [www.nowtv.com](http://www.nowtv.com)

3.16 If we allow you to make Indirect Access Calls, these calls may be billed by the service provider you have chosen, and may not appear on your Payment. You will have to pay us for any Indirect Access Calls appearing on your bill.

#### **Call Features**

3.17 You may add a range of additional features to your telephone line at an additional cost ("**Call Features**"). The range of Call Features can be viewed on our NOW .com or discussed with NOW Customer Services by calling 0330 332 3050.

3.18 You will be charged for each Call Feature you choose from the time that it is provided to you. You will be charged either on a monthly subscription basis or on a per use basis, depending on your chosen Call Feature(s). You must keep and pay for each Call Feature for at least 30 days unless we tell you otherwise.

3.19 There may also be some Call Features which are not available on a NOW Broadband Network.

#### **4. Kit**

4.1 As part of the **NOW Broadband and Calls services**, NOW will supply one NOW Broadband Hub (the Kit) to you under this **Contract**.

4.2 We will send your **Kit** to your **Address** and you must comply fully with all reasonable installation instructions and advice we provide to you.

4.3 The software in your NOW Broadband Hub and in any other equipment provided to you by NOW or on its behalf for use in conjunction with **NOW Broadband** is owned by or licensed to NOW or another member of the Sky group. You must allow this software to be updated. Updates will happen automatically at no extra charge.

4.4 Your NOW Broadband Hub and any other equipment provided by NOW (or on its behalf) for use in conjunction with **NOW Broadband** are not supplied as being capable of being used to access any other internet service.

4.5 You must ensure that any equipment which you use in connection with **NOW Calls** is in good working order and conforms at all times to all applicable regulations and laws. You agree to provide us with information about your equipment that we reasonably request. We will not provide you with a telephone handset for use with **NOW Calls**.

4.6 We aim to provide a continuous, high-quality service using reasonable care and skill. However, from time to time, due to the nature of the service, faults with NOW Calls and outages may occur. Please refer to condition 11.4 for details of the actions you can take and remedies you are entitled to if we are unable to fix the fault in a reasonable time. If you experience problems making calls, you should contact customer services on 0330 332 3050.

4.7 Any equipment you connect to your line must be:

- a) connected using a BT main telephone socket or approved BT connection point;
- b) technically compatible with the NOW Line Rental service; and
- c) connected and used only in accordance with any relevant instructions, standards or laws

## 5. The NOW Broadband Hub Warranty

5.1 The NOW Broadband Hub is supplied with a commercial warranty (**Warranty**) against faults arising in the first 12 months after supply.

5.2 The **Warranty** also covers cabling included with the NOW Broadband Hub. The following are not covered by the **Warranty**: faults arising from misuse, accidental or deliberate damage to your NOW Broadband Hub; damage arising from use of equipment that is not supplied by or on behalf of NOW Broadband for use with your NOW Broadband Hub; extension cables and network equipment (if you take Fibre Broadband); cosmetic damage which does not affect the functionality of your NOW Broadband Hub; computer equipment, software and cables that we did not supply to you and damage caused by events outside the reasonable control of NOW or any other member of the Sky group, or its equipment suppliers.

5.3 To report a fault with your NOW Broadband Hub, please refer to our help pages online or call us on 0330 3323050. If a reported fault cannot be remedied by one of our engineers over the phone, then we will either repair or replace your equipment (if required), whichever is reasonably considered to be the most proportionate. If your NOW Broadband Hub is replaced, it must be returned to us in the manner we request.

5.4 Any replacement equipment supplied under the **Warranty** will be new or 'as new' (previously used equipment that has been refurbished by the manufacturer or its authorised agent). We will warrant any repair or replacement until the later of the end of the original 12 month warranty period or 3 months from the date it was carried out or supplied.

5.5 The **Warranty** does not apply outside the UK, Isle of Man and the Channel Islands. It does not affect your legal rights, for example but not limited to in relation to NOW supplying a NOW Broadband Hub which is not of satisfactory quality or not providing NOW Broadband with reasonable care and skill. If you require any advice on your legal rights, you can refer to [www.adviceguide.org.uk](http://www.adviceguide.org.uk)

## 6. Changing your Address and telephone number

6.1 You must tell us immediately of any changes to your **Address** or the telephone numbers you have provided to us. We recommend that you provide us with at least 2 weeks' notice of your change of Address. If your details change, you may need to have your existing NOW account cancelled and start a new account covering your new details.

6.2 If you change Address:

- i. This **Contract** will continue unless you exercise a right to end it under this Contract or we are unable to transfer your **NOW Broadband and Calls services** to your new Address

- ii. If any **NOW Broadband and Calls services** which you are subscribing to is not available at your new **Address** you may either end this **Contract** or select another Product that is available there in which case this Contract will continue.
- iii. We may charge you any costs we reasonably incur as a result of transferring your service to your new Address. We will tell you whether a charge applies and the amount of this charge before processing your move.

## 7. Paying for your NOW Broadband and Calls services

- 7.1 Unless otherwise agreed, you will be charged the **Membership Payment** you have agreed to pay for all the NOW Broadband and Calls services from the date your Line is first activated to receive **NOW Broadband (Activation Date)**. Unless we agree otherwise, you must have a continuous payment method set up with us at all times (Direct Debit or continuous credit/debit card mandate), which we will use to take your payment on or around the date stated on your bill.
- 7.2 We will collect the **Membership Payment** in advance each month. Your first bill will be taken on the day your NOW Broadband service activates. This will be your **Payment Date** for your NOW Broadband and Calls products. Details of our current standard subscription prices and what's included in your services are available on NOWTV.com. Details of our NOW Calls rates for non-inclusive calls are set out in the NOW Calls Tariff Guidance (available on NOWTV.com).
- 7.3 You will be billed in arrears for any chargeable calls you make. This means that the charges for any calls you make using **NOW Calls** (which carry a charge) may appear on a later bill if they are made since your last Payment Date.
- 7.4 Subject to Conditions 13.5(b) (in the section of this Contract entitled, 'How long your Contract lasts'), and 7.5 below we may increase your **Membership Payment**, or the price of any of **NOW Broadband and Calls services** (including an increase in the price of your **NOW Line Rental** or any other price in relation to a NOW Calls Service) at any time for any reason stated in Condition 20.1 (a) or 20.1 (b) ('Reasons for Change'). If this change is likely to materially disadvantage you, we will give you at least one calendar month's notice of the change in writing. We will let you know about any other price changes (such as a reduction in the price of any call charges within your chosen NOW Calls Service or a change to call rates that is not likely to materially disadvantage you) in writing or by putting a notice on nowtv.com or through another suitable method. We expect changes to your **NOW Calls Service** caused by international or wholesale call rates changing, international numbers being reclassified by their operator or regulator, or a third-party provider of a premium rate service increasing their service charge to happen no more than once a month.
- 7.5 We may also increase your **Membership Payment** or any other price in relation to the **NOW Broadband and Calls services** if required by law or if any regulatory authority requests or requires a change to any aspect of our pricing, including to reflect a change in the rate of VAT or other applicable taxation charge or levy, which affects your Payment directly or our pricing structure generally. We will use our reasonable endeavours to notify you before any price increase takes effect under this Condition 7.5. Your Payment will also change if you change any of the **NOW Broadband and Calls services**.
- 7.6 If you have provided unauthorised payment or other details, we can suspend provision of your **NOW Broadband and Calls services** without giving you notice. This does not affect our right to end this Contract under Condition 13.6 found in the section of this Contract entitled 'How long your Contract lasts'.
- 7.7 We will use reasonable practices to set a call spend limit on your **NOW Calls** account. Your call spend limit may vary from time to time. Details of this limit are available from NOW on request. If you exceed this limit you remain liable for all charges. We may also change your payment terms if we consider it reasonable.

- 7.8 Save for where you may legitimately dispute any **Payments**, if you miss any **Membership Payments** and/or **Payments** you owe us, we may restrict or withdraw your use of your **NOW Broadband and Calls services** as set out in Condition 9.
- 7.9 Unless you tell us otherwise, we may charge any one-off charges you owe us directly to any of the credit or debit cards which you have provided us with details of (for example, when you paid any one-off or upfront charges), and by accepting the terms of this Contract you authorise us to do so. We will give you reasonable notice before making the charge.

## 8. How we can change the NOW Broadband and Calls services

- 8.1 The NOW services are variable. We can change, replace or withdraw the **NOW Broadband and Calls services** at any time for any reason stated in Condition 20.1(a) or 20.1(b).
- 8.2 We will give you at least 30 days' notice in writing if we make any change to the **NOW Broadband and Calls services** which is likely to materially disadvantage you, or which results in an increase to your **Membership Payment** or if we withdraw your services. This notice requirement does not apply where we reduce your **Membership Payment** (in which case we will let you know about the change through another suitable method). We will let you know about any other changes to your chosen services in writing or by putting a notice on nowtv.com or through another suitable method.
- 8.3 If we reduce the level of service provided by your chosen **NOW Broadband and Calls services** and you are materially disadvantaged by this you may give us notice that you wish to move to another NOW Broadband and Calls service accessible by you within 30 days of receiving our notification, or end this **Contract** under Condition 13.5 ('How long your Contract lasts').
- 8.4 If we withdraw any of your chosen **NOW Broadband and Calls services** from your Address, we will move you onto the nearest equivalent services accessible by you (offering the same or better features) unless you notify us that you wish to move to another available service within 30 days of receiving notification from us. If this happens and you are within your **Minimum Term**, your Payment will not increase before the end of your Minimum Term (other than where we increase our standard prices under Conditions 7.4 or 7.5 (found in the section of this Contract entitled 'Paying for your NOW Broadband and Calls')).
- 8.5 If after your chosen **NOW Broadband** service is activated, you either continue to receive a line speed which is below the minimum download speed we gave you when you placed your order (which will be confirmed in the welcome email we send you) or you experience a continuous or regularly recurring unplanned loss of service that means you are unable to access the public internet you should report the fault to us.
- 8.5.1 You must give us a reasonable opportunity to fix any fault (and in the case of a line speed below the minimum download speed, a period of 30 days from the date you first reported the issue) which may include you taking the reasonable steps we recommend including making changes to your in-home set up, allowing an engineer into your home to help diagnose the issue, or setting-up a new NOW Broadband Hub that we send you.

If we are unable to resolve any technical issues you may be having on your line or we are delayed in doing so and the fault persists:

- (i) in the case of a line speed below the minimum download speed (and that lower line speed has occurred for 3 consecutive days), you may select an alternative lower speed product (if one is available to you) or end this contract under Condition 13.5 without incurring early termination charges; or
- (ii) in the case of a continuous or regularly recurring unplanned loss of service, you may end this Contract under condition 13.5 and you may also be entitled to a service credit which you will need to contact NOW to discuss as this will be

assessed on a case-by-case basis taking into account your individual circumstances.

- (iii) in the case of a total loss of service you may be entitled to automatic compensation. For further details see the **Automatic Compensation Code**.

8.6 Unless we agree otherwise, you may only change your **NOW Calls** membership once in any month period unless you have a right under this Contract to move membership or end this Contract before the next month period.

## 9. How we may restrict and end your **NOW Broadband and Calls services**

9.1 We may take immediate action to restrict or end (as appropriate) the provision of the **NOW Broadband and Calls services** without notice if:

- a) we reasonably believe that your **NOW Broadband and Calls service** has been used in a way which is prohibited under Conditions 3.1-3.3 (inclusive) of this Contract;
- b) we are required to by law or to comply with an order, instruction or request of any government body, emergency service organisation or other competent authority;
- c) we are required to comply with the reasonable instructions of a telecommunications carrier or supplier for reasons of health, safety or quality of the **NOW Calls Services**;
- d) you do anything (or allow anything to be done) which we reasonably believe may damage the operation or jeopardise the security of the **NOW Broadband and Calls services**;
- e) you are or become ineligible to receive the **NOW Broadband and Calls Service**.

9.2 We may also immediately restrict or suspend the provision of your **NOW Broadband and Calls services** or end this contract without notice at any time (including during your **Minimum Term** where applicable) if:

- a) you or anyone you authorise to deal with your account acts in a way towards our staff or agents which we reasonably consider to be inappropriate and sufficiently serious to justify restricting or ending the **NOW Broadband and Calls services** and/or this **Contract**;
- b) you break any of the Conditions of this Contract, although for non-serious breaches we will first give you an opportunity to put things right which you will need to do within the 7 days' notice. For serious breaches (for example as set out in Condition 9.1(a) above) we may exercise this right immediately;
- c) you have missed any of the Payments that you owe us, although for non-serious breaches we will first give you an opportunity to put things right which you will need to do within 7 days of receiving notice from us. For serious breaches we may exercise this right immediately; or
- d) we have reasonable grounds to suspect fraud or any other unauthorised activity in relation to the services you receive; or
- e) if the call spend limit on your **NOW Calls** account has been exceeded.

We will not refund any **Payments** made under this Contract if we end this Contract under this Condition.

9.3 We may restrict or end your **NOW Broadband and Calls services** if our ability to continue to provide the services to you is materially and adversely affected because:

- a) any of our telecommunications carrier(s) or supplier(s) ceases to provide services to us; or
- b) any authorisation required by us expires or is revoked or modified.

We will use all reasonable endeavours to provide you with notice in writing before your NOW Broadband and Calls service is restricted or ends under this Condition 9.3

9.4 We may end your **NOW Broadband and Call services** and this **Contract** if we have been unable to activate the service or you have a total loss of service which we have been unable to resolve and we have notified you that any automatic compensation paid under our **Automatic Compensation Code** will end. This Contract will end on the day your automatic compensation payments end. If you are on the **Saver Plan** and within your **Minimum Term** then you will not have to pay any early termination charges if we end your Contract in accordance with this Condition 9.4.

9.5 If we consider it to be reasonable, we may temporarily restrict your ability to make premium rate and international calls where we notice unusual call patterns.

9.6 If we restrict or end the **NOW Broadband and Calls service** under any of Conditions 9.1(a), (d), (e) or 9.2, you may be required to reimburse us our costs and expenses reasonably incurred in restricting/ending the NOW Broadband and Calls service and/or recommencing it or any part of it.

9.7 If your **NOW Broadband and Calls services** are restricted or end for any reason, you agree to pay all charges for the NOW Broadband and Calls services incurred at your Address.

9.8 We promise to act proportionately in exercising any of our rights under this Condition 9.

## 10. Software

10.1 The use of any software provided by us (e.g. for Microsoft Internet Explorer) will be subject to the terms of any relevant end user licences or other agreements which are reasonably required by the owners of such software and that we have brought to your attention.

10.2 You acknowledge that it is your responsibility to obtain any upgrades to any software needed to maintain the full **NOW Broadband and Calls Service** when prompted to do so.

## 11. What we are not liable for

11.1A We will not be liable under this Contract to you or any other person who you allow to use the **NOW Broadband and Calls services**, for:

- a) any fault in your **Kit**, cabling or network equipment caused by tampering or negligence (unless caused by us) or by the failure to follow our reasonable instructions, these Conditions or the **Usage Policies**;
- b) any use made of the **NOW Broadband and Calls services**, nor for any content which is accessed, sent or received using the service, nor for any charges incurred with any third party or for any transactions entered into through NOW Broadband and Calls services unless caused by us;
- c) use of your NOW Broadband Hub or network equipment to access any other internet service
- d) the act of restricting your **NOW Broadband and Calls service(s)** or ending this Contract in accordance with Condition 9;
- e) any delay or failure by us to provide any element of the **NOW Broadband and Calls services** where such delay or failure is caused by events outside our reasonable control. Matters outside our reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist



activity, war and government action. This does not affect any rights to compensation you may have under the **Automatic Compensation Code**;

- f) any loss or damage caused by your use of the **NOW Broadband and Calls services**, the **Kit**, your network equipment, us, or any of our respective officers, employees, sub-contractors or agents in circumstances where:
  - i. there is no breach of a contractual obligation or legal duty of care by us or any of our respective officers, employees, sub-contractors or agents;
  - ii. such loss or damage was not contemplated by both you and us at the time we entered into this Contract; or
  - iii. any increase in such loss or damage resulting from breach by you of any term of this Contract.
- g) Any loss or damage caused by the **NOW Broadband and Calls services**, your **Kit**, your network equipment, us, or any of our respective officers, employees, sub-contractors or agents to the extent that such loss or damage results from any breach by you of these Conditions and, in particular not limited to the Acceptable Use Policy, unless we or our respective officers, employees, sub-contractors or agents were also in breach of a legal obligation or duty of care owed by us or them and that breach was the most significant cause of the loss or damage;
- h) any loss or damage caused by viruses or unauthorised use of the **NOW Broadband and Calls services**,
- i) any loss or damage caused by attempts to access **NOW Broadband** or your computer;
- j) any loss of business, contracts, profits, anticipated savings, reputation, or revenue;
- k) in respect of **NOW Calls**, any calls made through an alternative telephone service provider;
- l) any failure of monitored safety, security or other alarm systems due to incompatibility with the **NOW Broadband and Calls services**, or due to the restriction or ending of the **NOW Broadband and Calls services**, or any other reason which is not due to our fault or neglect; and
- m) in respect of **NOW Broadband**, your use of any modem, **NOW Broadband Hub** or any other equipment that we have not supplied to you in order to access **NOW Broadband**.

11.1B Neither will we be liable under this Contract to you, or another person who you allow to use the **NOW Broadband** for:

- i. any loss or corruption of data; and
- ii. any special, consequential or indirect losses (losses that would not normally result from the thing that went wrong).

11.2 Neither **NOW**, nor its officers, employees or agents or anyone who act as **NOW's** agent in providing any part of **NOW Broadband and Calls services** shall be liable to you or any other person who you allow to use the **NOW Broadband and Calls services**.

11.3 Nothing in this **Contract** will limit or exclude any liability we may have to you for death or personal injury as a result of our negligence or that of our agents, employees or sub-contractors; fraud or fraudulent misrepresentation; or any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability (for example we cannot exclude our liability to you if the **NOW Broadband Hub** we supply is not of satisfactory quality or fit for purpose or does not match the description, or if we do not supply the **NOW Broadband and Calls services** with reasonable care and skill).

11.4 If you have experienced a problem with the **NOW Broadband and Calls services** caused by our failure to exercise reasonable care and skill in providing the **NOW Broadband and Calls services** then legal remedies are available including the right to require a price reduction by an appropriate amount (up to

the full amount paid). If you want to exercise a legal remedy you may need to provide information to prove your claim so please get in touch with us in the first instance so we can discuss it with you.

11.4.1 If the NOW Broadband Hub we supply is not of satisfactory quality or fit for purpose or does not match the description then legal remedies may be available to you including a 30 day short term right to reject and the right to require a repair or replacement in the first instance. If this does not resolve the issue within a reasonable time and without significant inconvenience to you then you may have a further right to price reduction (where you paid a price for the NOW Broadband Hub itself) or a final right to reject the NOW Broadband Hub (which means this Contract will end).

11.4.2 You also have legal remedies (such as the right to unwind this Contract and receive a full or partial refund in the first 90 days or to a discount, plus a right to damages) if, when you purchased NOW Broadband, you were given misleading information about it and this information was a significant factor in your decision to enter into this Contract and an average consumer would have relied on that information as well.

11.4.3 If you want to exercise a legal remedy you may need to provide information to prove your claim, so please get in touch with us in the first instance so we can discuss it with you.

11.4.4 The legal remedies referred to in this Condition are the main legal rights we think you need to know about when you take NOW Broadband, but other legal remedies may also be available. For more information about when legal remedies are available to you visit [adviceguide.org.uk](http://adviceguide.org.uk)

11.4.5 You may be entitled to automatic compensation if:

- (i) we do not activate your **NOW Broadband and Calls services** on the day we said we would,
- (ii) you notify us of a total loss of your NOW Broadband and Calls service(s); or
- (iii) you booked an engineer to either provision your service or fix a fault and they do not attend at the date or time originally confirmed to you. For full details see the **Automatic Compensation Code**.

## 12. How we can change this Contract

12.1 We may change any of the Conditions for a reason stated in Condition 20 (a) or 20 (b) ('Reasons for Change'). However, if you are materially disadvantaged by this you may end this Contract under Condition 13.5 (a) (found in the 'How long your Contract lasts' section of this Contract). We will not use this right to vary the terms of any special offer which applies to you.

12.2 You will receive at least 30 days' notice in writing of any changes or additions to these Conditions which are likely to material disadvantage you. We will tell you about any other changes or additions to these Conditions on our website at [nowtv.com](http://nowtv.com) or through another suitable method.

## 13. How long your Contract lasts

- 13.1. If you cancel your **NOW Broadband and Calls services** before your **Activation Date**, then your **NOW Broadband and Calls services** will be cancelled in their entirety.
- 13.2. Where you have chosen the **No Contract Plan** as part of your **NOW Broadband and Calls services**, the following terms apply in addition to Condition 13.8 below:
  - a) You can cancel the NOW Broadband and Calls services at any time before your next month is due to start.

b) If you contact us to cancel, you will be given the option of either continuing to access your chosen NOW Broadband and Calls services until the end of the month you have paid for or for your access to the Products to end on the next day.

The following Conditions (13.3 – 13.10) apply where you take **the Saver Plan**:

- 13.3. Where you have taken the **Saver Plan**, the subscription for your chosen **NOW Broadband and Calls service** has a **Minimum Term** which starts on the **Activation Date** or any other date agreed between us. The length of the Minimum Term is as agreed when you ordered your chosen **NOW Broadband and Calls services** and is normally 12 months. You will be in breach of this **Contract** if you end it during the Minimum Term (even if you give valid notice to switch to another telecommunications provider under Ofcom's regulated switching process reflected in Condition 13.8) without paying us an **early termination charge**, unless you, or we have a right to end this Contract under Condition 13.5. After the Minimum Term, this Contract will continue until either you or we end it in a way set out in this Condition 13.
- 13.4. You will have to pay us an **early termination charge** if you have taken the **Saver Plan** and we end this **Contract** during your **Minimum Term** under Condition 13.10 or you end this Contract before the end of the Minimum Term unless:
- a) You have a right to end it under 13.5 of this Contract; or
  - b) You are exercising your statutory right to cancel in your cooling off period (as set out in the notice below); or
  - c) you cancel your NOW Broadband and Calls services before your Activation Date as set out in Condition 13.1 above.

The early termination charge will not be more than the charges you would have paid for your chosen **NOW Broadband and Calls service** for the remainder of the Minimum Term (assuming you would have continued to subscribe to the same NOW Broadband and Calls membership and Call Features) less any costs we save, including the cost of no longer providing you with the NOW Broadband and Calls services, and less the benefit to us in receiving payment early. You may be able to reduce the amount of these early termination charges by changing your NOW Calls membership (where permitted) and/or removing any Calls Features in accordance with this Contract, provided such change take effect before this Contract ends.

Unless you tell us otherwise, we may charge your early termination charge directly to the credit or debit card which you have provided us with details of and which we use to take **Payment**. We will give you reasonable notice before making any charge. For further information about these charges, go to [nowtv.com](http://nowtv.com).

- 13.5. You can end this Contract, even if you are in a Minimum Term and without incurring early termination charges if:
- a) Conditions 8.3, 8.5 12.2 or 13.4 (a) – (c) or 13.7 apply;
  - b) we increase your **Membership Payment** or any pricing in relation to the NOW Broadband and Calls services and you are materially disadvantaged by this (unless such increase arises under Condition 7.5); or
  - c) Condition 6.2 (ii) applies (you are moving home and the NOW Broadband and Calls services you are subscribing to are not available at your new Address); or
  - d) we tell you that we are going to change our Usage Policies.
- 13.6. To end this **Contract** under Condition 13.5 you must give us notice at any time within 30 days of receipt of any notice from us.

- 13.7. You may also end this **Contract** by giving us seven days' notice at any time (including during your **Minimum Term** where applicable, without incurring early termination charges) if we break any of the Conditions.
- 13.8. If you want to end this **Contract** by switching to another broadband and home phone provider (whether during your **Minimum Term** or after it) the amount of notice you may need to give us will depend on what you want to do with your broadband and home phone service.
- a) If you are switching to another broadband and calls provider which can provide broadband and calls services on your existing **Line**, your **NOW Broadband and Calls services** will end once we are notified by your new provider that your broadband and calls service is switching and this **Contract** will end at the same time. If we do not receive any notification then you will continue to receive your NOW Broadband and Calls service unless you tell us otherwise.
  - b) If you are switching to a provider who cannot provide services on your existing **Line** then you must give us at least 31 days' notice. Your **NOW Broadband and Calls service** and this **Contract** will end once this notice period expires.
  - c) During any notice period, the **NOW Broadband and Calls service** will continue to be available unless your service is restricted or ends under Condition 9 or in the circumstances set out in this Condition 13. We may restrict your ability to make premium rate calls using **NOW Calls** during any notice period. You will be charged for the NOW Broadband and Calls services during any notice period whether or not you have switched provider.
  - d) Please note as the **NOW Broadband and Calls services** uses the **NOW Broadband Network**, you are only able to receive broadband and telephone services from NOW. This means if you decide to switch your services, you will need to switch your broadband calls and line rental services to another provider.
- 13.9. If you want to end this **Contract** at the end of or after your **Minimum Term**, then you must either give us at least 31 days' notice or place an order with another provider who can provide broadband and home telephone calls on your existing Line (in which case see Condition 13.8 for notice that may be given). Your NOW Broadband service and this **Contract** will end once this notice period expires.
- 13.10. Except where Condition 9.1, 9.2, 9.3 or 9.4 applies, we will not end this Contract during the Minimum Term. We may end this **Contract** at the end of or after your **Minimum Term** by giving you 30 days' notice in writing at any time.
- 13.11. When this Contract ends you will need to make arrangements to switch to an alternative telephone calls provider if you want to continue receiving a full telephone service.

#### **14. How this Contract can be transferred and third parties**

- 14.1 We can transfer our rights or obligations under this **Contract** to any company, firm or person provided this does not affect your rights under this Contract in a negative way.
- 14.2 This **Contract** is personal to you. You may not transfer your rights or obligations under this Contract to anyone else, and no third party is entitled to benefit under this Contract except pursuant to Condition 14.1.

#### **15. Provision of information and consent to use**

- 15.1 You authorise us to act on your behalf in all dealings with Openreach or any other network operator or our network partners in connection with the provision of **NOW Calls** to you, and you consent to Openreach or any other network operator or network partner receiving and using your Data for the

administration of your NOW account, and providing us or any of our agents with your Data and other relevant information to enable NOW Calls to be provided to you.

15.2 You authorise us and our selected supplier(s), agent(s) and/or telecommunications carrier(s) to route your call as may be reasonably determined to provide you with **NOW Calls** and to administer the NOW Calls Services.

15.3 You agree to provide us (or any person we authorise to collect it on our behalf) with any information we or our selected supplier(s), agent(s) and/or telecommunications carrier(s) reasonably require to provide NOW Calls to you and to administer **NOW Calls Services**. We and our selected supplier(s), agent(s) and/or telecommunications carrier(s) will hold and process information obtained about you as a result of providing you with the NOW Calls Service(s).

## 16. Notices

16.1 Where we are required under this Contract to give you any notice in writing, we can give you this notice by:

i. email; or

ii. where appropriate, via a message in the area within the My Account area where we will post account information or on your monthly bill. We will notify you by email if a notice has been added to the Messages area of My Account.

16.2 We will send notices using any of the contact details you have given us for this purpose including, unless you tell us otherwise, to your primary email address). A written notice may refer you to other widely available (written or non-written) means for specific details or further information (e.g. a free phone number). In all other cases where we are required to give you notice, we may give you notice in writing or we'll notify you using another appropriate method including during a phone call, on nowtv.com.

16.3 If we send you any notice in writing with any other document, and, if sent by post, on a separate sheet of paper.

16.4 You must provide us with accurate, true and correct contact and account details. You must keep this information up-to-date and check your email account regularly. We will treat notices sent to your email address as effective even if you don't access your email account.

16.5 Unless otherwise stated, if you give us any notice that is required under this Contract (other than to end your Contract) it should be by calling 0330 332 3050 or such other number we notify to you for this purpose. You can also email us at [customerservices@nowtv.com](mailto:customerservices@nowtv.com).

16.6 Any notice you give us to end this **Contract** where you have a right to do so (other than where you are exercising your right to cancel during your cooling-off period for which see 'Your Rights to Cancel Your Order' section below) must be given by phone (0330 332 3050) or by via Live Chat found via the 'contact us' links on www.nowtv.com. Notice given by these means will be processed immediately.

You can also email us using the address given above. Notice given by this method will not be effective until we have spoken to you and verified your account (once verified, the notice will be effective from the date of the original notice). We will acknowledge written requests by return email and will contact you by phone to verify you as the account holder and process your cancellation. More information on how to cancel can be found by searching "How do I stop my broadband service" in the Help Centre on NOWTV.com.

16.7 Where you are required to give us a specific period of notice we may agree to a longer period of notice from you but we can refuse this where reasonable to do so (for example where a longer period would be complicated to administer).

## 17. Disputes

17.1 We are committed to providing you with the best possible products and services, but in the unfortunate circumstance that you have a complaint (including about any continuous or regularly recurring difference between the actual performance of your **NOW Broadband and Calls services** in relation to speed or any other quality of service parameter and the information we have previously given to you) please get in touch with us straight away in any of the following ways:

Online, you can chat to one of our online advisors or email your complaint by visiting 'Contact us' on [www.nowtv.com](http://www.nowtv.com)

By phone - call us on 0330 332 3050.

By post, write to:

NOW Customer Support, Athena Court, Grant Way, Isleworth, TW7 5QD

17.2 If you'd like to find out more about how we deal with your complaints and options for alternative dispute resolution, read our 'Complaints Code of Practice' which you will find by searching "NOW complaints procedure and codes of practice" via the Help Centre on NOWTV.com. Alternate Dispute resolution services for the **NOW Broadband and Calls services** customers are provided by Communications & Internet Services Adjudication Scheme (CISAS) whose website is <https://www.cedr.com/cisas/>.

## 18. Law and geographical limits

This Contract is governed by English Law unless you live in Scotland or Northern Ireland, in which case it will be governed by Scots Law or Northern Ireland law (as applicable). Any disputes under this Contract shall be dealt with by the courts of the country whose law governs your Contract, unless you live in Northern Ireland or Scotland in which case you can choose to bring a dispute before the courts in your country or the English courts instead.

## 19. General

19.1 If any provision of this contract is found to be invalid or unenforceable, the remaining Conditions will continue to apply.

19.2 If either party fails to exercise a right they may have under these Conditions, it does not mean that right is waived.

## 20. Reasons for changes

20.1 We may make changes in accordance with the other Conditions of this Contract for any of the following reasons:

- a) The **NOW Broadband and Calls services** are sold as a variable service with variable prices (this means our products may be changed, altered, improved or added to at NOW's discretion). For example, we can vary the maximum speeds or capacity of your chosen product. This ensures that we respond to customer needs and remain competitive;
  - i. We intend to change the way we structure our products and services;
- b) We are introducing new products, services or features (including Call Features);
- c) The cost to NOW of providing the **NOW Broadband and Calls services** increases (for example, we have to pay third parties more for use of their infrastructure, or launching other new and improved customer products and services, or because international or wholesale call rates change, international numbers are reclassified by their operator or regulator, or the third-party provider of a premium rate service increases their service charge);
- d) Other costs associated with running NOW's business increase (for example, we invest in improving customer support);

- e) To introduce new charges where the cost of running our business increases;

We change the way we provide products and services to you (for example, we develop new infrastructure or technology or we invest in the NOW Broadband Network to provide you with a better broadband experience);

- f) To help improve the security and operation of our technical infrastructure (for example, to prevent misuse of the **NOW Broadband Network**);
- g) We reorganise the way we structure or run our business;
- h) Valid legal or regulatory reasons; or
- i) We change the Conditions to make them clearer or easier to understand, to reflect changes in law or to update our contracts from time to time so all our customers are on the same Conditions.

20.2 We provide the **NOW Broadband and Calls services** on an ongoing basis and we cannot foresee what may change in the future. This means that we may need to make changes in accordance with the other Conditions of this **Contract** for reasons other than those set out in Condition 20 (a) above.

#### NOTICE OF YOUR STATUTORY RIGHT TO CANCEL IN YOUR COOLING OFF PERIOD:

Please refer to your Contract for information about when and how you can end your Contract once your cooling off period has ended.

**Cancellation period:** You have the right to cancel your order for the NOW Broadband and Calls services without giving any reason any time up to 14 days ("**cooling off period**") from the later of: (i) delivery of your NOW Broadband Hub; (ii) activation; or (iii) receipt of these terms and conditions.

NOW may offer an enhanced cooling off period from time to time which we will advise you of at the time of your purchase.

**How to cancel:** Any cancellation within this timeframe must be in accordance with this notice. You can cancel your order for NOW Broadband and Calls by visiting

<https://help.nowtv.com/article/how-do-i-cancel-now-tv-broadband>

and clicking on 'Contact Us' to either:

- i complete the online cancellation form.
- ii contact us via Live Chat.

Alternatively you may:

- i call us on 0330 332 3050; or
- ii write to us at: NOW Customer Service, Athena Court, Grant Way, Isleworth, TW7 5QD;

You must give your name, customer account number, address, postcode, telephone number and, where available, your e-mail address in order to cancel your order. If you cancel in writing we will send you an acknowledgement of receipt by e-mail or letter if we do not have an e-mail address for you.

**Effects of cancellation:** If you cancel a contract during your cooling off period we will refund to you all payments received from you, including the costs of delivery of any **Kit** you ordered e.g. your NOW Broadband Hub, but if you requested a service to begin during the cooling off period, you must pay us an amount which is proportionate to the service provided up to the point you cancelled your order, including any chargeable calls

you have made. You will not receive a refund for any one-off fees for activation or set up services if you cancel a service after activation. If you have ordered a **New Phone Line** as part of your order and you do not cancel your order before 3.30pm on the working day before your new Phone Line is activated, we will not refund that charge because we will incur costs which we cannot recover. If you cancel after the switch of your services from your previous provider has been actioned, it may not be possible to prevent the loss of your existing telephone service so you agree that we may provide your **NOW Calls Service** in order to prevent you losing all telephone services. If you cancel and return all Kit we will automatically cancel any related subscription unless you tell us otherwise.

**Return of NOW Broadband Hub:** you are responsible for returning the NOW Broadband Hub without undue delay using the returns method provided with it.

You are responsible for the costs of returning the Kit you have ordered and NOW may charge you our direct returns costs. NOW can offset any returns costs against any money that it owes to you for any reason. You must keep any Kit that has been delivered to you safe until it is returned. We may make a reduction for any loss in value as a result of unnecessary handling by you.

**Refunds:** We will make any refund due to you (less any deductions due to us) without undue delay and not later than the earliest of 14 days after the day we either receive the Kit back from you or receive evidence from you that the Kit has been returned (such as a proof of posting receipt). We will make the refund using the same means of payment that you used when you placed your order, unless you have agreed otherwise.

These cancellation rights do not affect your legal rights. If you require any advice on your legal rights, you can refer to [www.adviceguide.org.uk/](http://www.adviceguide.org.uk/).

## USAGE POLICIES

None of our products currently on sale are subject to any traffic management. You can find more details of the NOW Broadband Traffic Management Policy at <https://help.nowtv.com/article/now-tv-broadband-traffic-management-policy>

Any terms in capitals not defined in these Usage Policies will have the same meaning as in your Contract. These Usage Policies apply to you and anybody you allow to use NOW Broadband and Calls. Any reference to “you” shall be interpreted to mean you and anybody you allow to use NOW Broadband and Calls. You are responsible for the use of NOW Broadband and Calls by any person you allow to use it including anyone who accesses the Products because you have removed the wireless encryption security on your NOW Broadband Hub.

### How we update our Usage Policies

The way our customers use NOW Broadband is changing all the time so we may need to change our Usage Policies to adapt to our customer’s needs or for any of the reasons state in Condition 20.1 or 20.2 of this contract. However, if you are materially disadvantaged by this you may end this contract under Conditions 13.5.

We will give you at least one month’s notice if we make any change to our Usage Policies which is likely to materially disadvantage you. Our latest Usage Policies will always be posted on our website at [www.nowtv.com](http://www.nowtv.com) so please keep checking for updates.

## ACCEPTABLE USE POLICY

NOW Broadband and NOW’s networks may only be used for lawful purposes in accordance with all laws, statutes and regulations in force from time to time in the United Kingdom (“**Laws**”).

You may not use the NOW Broadband and Calls services membership and the NOW Broadband Networks to send, access, , store, distribute, transmit, post, upload or download any materials or data which:

- violates any Law;
- is defamatory, offensive, abusive, obscene, or constitutes harassment;



- is or may be harmful to minors;
- promotes or encourages illegal or socially unacceptable or irresponsible behaviour;
- is in breach of any third party rights (including any third party intellectual property rights);
- has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
- damages or may damage our rights or the rights of our subcontractors or agents.

Specifically and in relation to NOW Calls, you should not use the service for any improper or unlawful purpose such as:

- the making of hoax calls or communicating false information or information you believe to be false;
- the making of calls which are defamatory, offensive, abusive, obscene, menacing, threatening or otherwise made for the purpose of causing annoyance, inconvenience or anxiety to another;
- fraudulently or in connection with a criminal offence; or
- otherwise in a manner which is in breach of any applicable legislation or regulations or the rights of any other party.

We have put technical measures in place to prevent you from accessing certain websites that contain illegal images of child abuse that are identified from time to time by the Internet Watch Foundation (“IWF”). Although these filters are comprehensive, they do not provide an absolute guarantee that you will be unable to view such illegal images on the internet. In addition, these measures do not filter other content which you may find distasteful, such as “adult” material. On this basis, we recommend that you consider installing additional software on your computer to prevent access to inappropriate websites or content on the internet.

For further information regarding the IWF, please visit their website at [www.iwf.org.uk](http://www.iwf.org.uk).

#### **Do not violate anyone’s systems or network security**

You must not use NOW Broadband and Calls services to violate NOW’s network security or any third party’s system or network security by any method including:

- unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
- unauthorised monitoring of data or traffic on any network or system without the express authorisation of the owner of the system or network; or
- unauthorised interference with any user, host, system or network without the express authorisation of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate NOW Broadband Network’s security or any third party’s system or network security. Examples of such prohibited material may include (but are not limited to):

- programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
- tools designed to compromise the security of other sites;
- programs or services designed to send or facilitate the sending of unsolicited advertisements; or

- programs or services designed to encourage or facilitate a breach of this AUP or any acceptable use policy of another internet services provider.

You must not connect NOW's networks to insecure machines, equipment or services able to be exploited by others to carry out actions which constitute a breach of this AUP. If you do, you must disconnect it immediately, or allow us to disconnect it for you at your expense.

You must not adapt, modify, decompile or reverse engineer any part of NOW Broadband. You are responsible for all materials and/or data originating from the machines and/or networks that you have connected to NOW's networks. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which contravene this AUP once notified of such activity by NOW.

### **Messages**

You must not send Messages to anyone who does not wish to receive them. We acknowledge that email and instant messaging are informal methods of communication, however you must refrain from sending Messages to another user after receiving a request to stop.

You must not send unsolicited bulk Messages or any other form of abusive electronic communication. In particular, unsolicited advertising mailings (whether commercial or informational) are strictly prohibited.

You must not operate, host, provide hosting facilities to or assist in any way any website, email address, or any other online service which is advertised or promoted by means of unsolicited bulk Messages (whether commercial or informational), any mass messaging facility or any other form of abusive electronic communication.

You must not send, distribute, or reply to mail-bombs. Mail-bombing is either sending copies of a single message to many users, or sending large or multiple files or messages to a single user with the intention of disrupting their internet experience.

You must not use false Message headers or alter the headers of Messages to conceal their email address or to prevent internet users from responding to messages. You must not use any email address that you are not authorised to use.

You must not suggest or imply that any Message you send is from, authorised or endorsed by NOW or any other Sky company or relates to any Sky business.

We will scan your incoming Messages for viruses and remove any Messages from NOW's networks which contain viruses. Although these filters are comprehensive, they do not provide an absolute guarantee that you will not receive viruses via Messages and you are advised to install appropriate antivirus software on your computer.

We will scan your incoming Messages for spam and move any suspected spam to a separate folder in your email account where you can inspect it to ensure that non-spam Messages hasn't been inadvertently identified as spam. Items of suspected spam will be deleted after 30 days.

### **World Wide Web and surfing the net**

You will be solely responsible for your use of the internet and any web pages owned and/or operated by you that you connect to NOW's networks using NOW Broadband and Calls services. You must not use World Wide Web pages within or outside NOW's networks to violate any part of this AUP or to disrupt or attempt to disrupt another internet user's internet experience.

### **How do you make a complaint?**

If you wish to notify us of a breach of this AUP, or if you wish to make a complaint regarding content, data or material that has been stored and/or accessed via NOW's networks or NOW Broadband, please email us at [AcceptableUsePolicy@bskyb.com](mailto:AcceptableUsePolicy@bskyb.com)

### **The actions we can take**

Firstly, you should be aware that we will block any electronic communication that we reasonably consider to have breached this AUP.

Secondly, if you have breached this AUP, or we or a third party, reasonably suspect that you may have breached this AUP we will notify you by email (provided that this notification does not prejudice any investigation) and we may also:

- a. immediately suspend your access to NOW Broadband until such time as we are satisfied the breach has stopped;
- b. immediately end your Contract;
- c. notify and/or pass on the details of the breach of the AUP to any relevant government, statutory, self-regulatory or law enforcement authority;
- d. investigate the alleged breach of the AUP, which may include gathering information from you and/or the complaining party (if any) and the examination of any other data or material on NOW's networks or our servers or
- e. remove (either temporarily or permanently), copy, store, monitor or otherwise deal with data and/or other material on NOW's networks and/or our servers.

In relation to NOW Calls, if your or use of 'unlimited' or 'no extra charge' calls provided as part of your NOW Calls service exceeds that reasonably expected of a reasonable person using NOW Calls for domestic purposes, we may:

- a. restrict your NOW Calls service; and/or
- b. charge you NOW Calls' standard rates as published in our latest tariff guide for any calls exceeding those reasonably expected of a person using NOW Calls for domestic purposes.

NOW will use your personal data and other account information in connection with any investigation carried out by NOW in accordance with this AUP, including by disclosing it to any third party authority that NOW considers has a legitimate interest in any such investigation or its outcome.

### **Terms with a Special Meaning**

**Activation Date** means the date your NOW Broadband service is activated.

**Automatic Compensation Code** means the code found at: <https://help.nowtv.com/article/auto-compensation>.

**Early Termination Charge** means the charge you may have to pay us if you end your NOW Broadband and Calls services during the Minimum Term.

**Kit** means NOW Broadband Hub provided when you order NOW Broadband and Calls.

**Membership Payment** means the recurring monthly amount due for your NOW Broadband and Calls services.

**Minimum Term** means the period agreed between us (currently 12 months) where you choose to take NOW Broadband on the Saver Plan, starting on your Activation Date.

**No Contract Plan** means the 30 days' rolling membership basis on which NOW Broadband may be taken.

**NOW** is a trading name of Sky UK Limited (Registration No. 2906991) of Grant Way, Isleworth, Middlesex, United Kingdom, TW7 5QD. Our UK VAT number is 440 6274 67 (Registration No. 906991).

**NOW Broadband** means the NOW broadband and/or fibre products as set out at nowtv.com.

**NOW Broadband and Calls services** means the NOW Broadband and NOW Calls and NOW Line Rental membership subscription products confirmed as being available to you via our online availability checker or our agent when you call to order.

**NOW Broadband Network** means that your NOW Broadband and Calls services are provided on our own or a network provided by one of our partners.

**NOW Calls** means the NOW Calls home telephone call service.

**NOW Calls Service** means both the NOW Calls membership and NOW Line Rental Services.

**NOW Line Rental** means a telephone line rental service.

**NOW Service and/or Service** means collectively any NOW Broadband and Calls Service, unless otherwise stated.

**Payment** means your Membership Payment plus any charges for calls as set out in this Contract.

**Payment Date** means the reoccurring date each month when your bill for the NOW Services is due and will begin on your Activation Date.

**Plan** means either the No Contract Plan or Saver Plan as set out in this Contract.

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