



THESE TERMS AND CONDITIONS (the "Conditions") APPLY TO THE SUBSCRIPTION, PURCHASE AND USE OF ALL 6G PRODUCTS AND SERVICES INTENDED FOR USE BY RESIDENTIAL CONSUMER CUSTOMERS (i.e not businesses) EXCEPT WHERE EXPRESSLY STATED TO THE CONTRARY.

THESE CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS

THESE CONDITIONS COME INTO EFFECT ON 16 September 2013.

Important Information:

Your voice service may not work if there is a power cut or broadband/Air Fibre failure. You can make calls to the Emergency Services (999) using 6G Voice Services. 6G will register your Service Address with the Emergency Services so that they can identify the physical address from where a call to the Emergency Services is being made. However, this information may be limited if you do not register the Service Address with us appropriately or you fail to notify us of any changes to the Service Address

THE FOLLOWING TERMS AND CONDITIONS (INCLUDING ANY DOCUMENTS REFERRED TO IN THESE TERMS) ARE APPLICABLE TO THE GOODS AND/OR SERVICES YOU HAVE ORDERED, AS APPLICABLE:

- Terms referred to in your Order Confirmation(s)
- 6G Transceiver Supply and Installation Terms and Conditions (see below)
- These Residential Terms and Conditions for the provision of telecommunication services
- Service Terms applicable to the individual service that we provide, including:
 - Air Fibre
 - 6G Line
 - 6G Voice Services (calls/talk)
 - Enhanced Services
- Price List and Call Tariff (available on our website www.6ginternet.com/info)
- Acceptable Use Policy (available on our website www.6ginternet.com/info)
- Privacy Policy (available on our website www.6ginternet.com/info)
- Special Promotion Terms and Conditions
- Payment Collection Terms and Conditions (see below)

In the event of any conflict or discrepancy between the above terms they shall prevail and take priority in the order listed above.

IF YOU FEEL THAT THESE DOCUMENTS DO NOT ACCURATELY REFLECT YOUR UNDERSTANDING OF WHAT HAS BEEN AGREED OR IF YOU DO NOT UNDERSTAND ANY OF THE PROVISIONS, YOU SHOULD LET US KNOW. IT WILL BE MORE DIFFICULT FOR YOU TO ENFORCE A TERM THAT YOU THINK HAS BEEN AGREED IF IT IS NOT AGREED IN WRITING.

1 Meanings

1.1 Certain words used in these Conditions have specific meanings. Where they do they appear in bold text. A list of the majority of these words is set out below under the heading "Defined Terms". Others appear in the text of these Conditions:

2 Contract Formation

- 2.1 To order any 6G services you must complete and submit an **Order Form**. **Order Forms** completed in any of our retail stores must be signed by you.
- 2.2 If you complete an **Order Form** online you will have the opportunity to check the form before you submit it to 6G so that you can correct any input errors.
- 2.3 If you place an order over the telephone we will treat your verbal confirmation that you wish to place an order as submission of an **Order Form** and the details confirmed to you during the call will be entered onto our system.
- 2.4 Submitting an **Order Form** in any of the ways described in clauses 2.1 to 2.3 inclusive will be treated as an offer by you to purchase the **Service(s)** and any **Equipment** for the price(s) specified in the **Order Form(s)**.
- 2.5 Upon receipt of your **Order Form(s)** we will verify your order and, if accepted, we will send you an **Order Confirmation(s)**. A legally binding contract will be formed when you receive your **Order Confirmation(s)**.
- 2.6 We may decline your order for whatever reason. If we do, you will be notified as soon as possible.

- 2.7 All contracts are subject to and conditional upon a satisfactory survey and credit checks. We may terminate your Contract without prior notice if we consider the survey and/or credit check results are unsatisfactory for any reason.
- 2.8 **Contract Minimum Periods** starts on the **Start Date**. Any applicable **Contract Minimum Periods** will be set out in your **Order Confirmation(s)**.
- 3 **The Services**
- 3.1 In exchange for your payment of the **Charges**, we will provide you with the chosen **Service(s)** and any **Equipment** for use in connection with the **Service(s)**. You agree to use and pay for the **Service(s)** on the terms and conditions of the **Contract**.
- 3.2 Where we agree to provide you with bundled **Service(s)** we may nominate a specialist partner to perform and deliver elements of the bundled **Service(s)**. Our specialist partners will supply elements of the **Service(s)** in accordance with terms of the **Contract**. Whilst the specialist partner may invoice you directly for elements of the **Service(s)** they provide, the aggregate cost of the bundled **Service(s)** will not exceed the **Charges** you have agreed with us. Our nominated collection agent will collect all payments to make things easier for you.
- 3.3 The **Service(s)** will only be provided to the **Service Address**.
- 3.4 To receive the **Service(s)** you must have installed at the **Service Address** a 6G Transceiver and you agree to having a **6G Transceiver** installed at the **Service Address**.
- 3.5 Your contract for the supply and installation of a **6G Transceiver** at the **Service Address** is with **6G Installations Limited** and the terms and conditions that apply specifically to these services appear below.
- 4 **Business Use**
- 4.1 The **Service(s)** and any **Equipment** are provided exclusively for personal use and must not be used for business or commercial use.
- 4.2 If you use the **Service** for business purposes you agree that you do so without any conditions, guarantees or warranties, whether express or implied including but not limited to any warranties or conditions as to satisfactory quality or fitness for a particular purpose, which are hereby expressly excluded to the maximum extent permitted by law. If you are a business user, we will not be liable to you for and hereby exclude all liability for consequential and indirect losses and any loss of profit, business opportunity, goodwill, reputation, revenue or anticipated savings, wasted expenditure or loss of data suffered by you in connection with the **Service**, whether in contract, tort (including negligence or otherwise) and whether or not such losses were foreseeable at the time you entered into the **Contract**.
- 4.3 The **Cancellation Period(s)** in condition 11 below does not apply to business users.
- 5 **Quality and Continuity of the Services**
- 5.1 We do not warrant (or promise) that the **Service(s)** will be free of defects, uninterrupted or secure but we will endeavour to correct reported defects as soon as we reasonably can. In performing its obligations under the **Contract** 6G will exercise the care and skill to be reasonably expected of a competent service provider providing services of the nature being provided.
- 5.2 6G's provision of the **Service(s)** may be dependent upon the operation of a third party telecommunications network and, where appropriate, the operation of the Internet in general. Where it is, 6G will not be liable for any failure or delay in **Service(s)** due to problems with third party telecommunication networks or the Internet in general, except to the extent those problems are caused by 6G's negligence.
- 5.3 Where you use **Third Party Equipment** in conjunction with the **Service(s)** that has not been approved by 6G, 6G will not be liable for any failure or delay in service caused by or due to problems with **Third Party Equipment**, except to the extent those problems are caused by 6G's negligence.
- 5.4 From time to time we may suspend the whole or any part of the **Service(s)** for routine maintenance work. We will give you as much notice of such suspension as reasonably possible by posting details on the service status page at <http://www.6ginternet.com/info> or by e-mail, but we will not be liable for any loss suffered by you or others as a result of such suspension.
- 5.5 Whilst 6G uses reasonable endeavours to keep its **Service(s)** secure and free of viruses, worms and other hostile code, 6G does not guarantee that this will be the case. 6G reserves the right to suspend the whole or any part of its **Service(s)** at any time without notice or compensation to investigate and take steps to try to stop or prevent any security breach or remove any suspected virus, worm or other hostile code.
- 6 **Privacy Policy**
- We will hold all information that you submit to us about you in a computer database. The ways we use your data are detailed in the **Privacy Policy**. For the purposes of providing you with telephone support you agree to your personal data being accessed from outside the EEC.
- 7 **Charges**
- 7.1 You agree to pay all **Charges** for the **Service(s)** and any **Equipment**, together with any and all additional charges referred to in these **Conditions**, your **Order Confirmation(s)** or the **Price List** or **Call Tariff** as applicable.

- 7.2 Unless stated to the contrary, the collection of all **Charges** payable under **your Contract(s)** are administered by **6G's** nominated collection agent, Intouch Collections. Intouch Collections will set up your chosen method of payment and will collect charges as and when they become due.
- 7.3 **6G** requires **you** to enter into a separate agreement with Intouch Collections for the provision of the financial services in establishing, administering, processing and collecting the **Charges**. The terms and conditions of **your** agreement with **Intouch Collections** are set out below.
- 7.4 Making payment to **Intouch Collections** shall be treated as making payment to **6G**.
- 7.5 **6G** reserves the right to collect payments from **you** directly or to use another collection agent. Any changes in the administration or collection of payments will be notified to **you** in writing.
- 7.6 Save where stated to the contrary, all charges made by the collection agent for the services it provides are included within the package prices set out in **your Order Confirmation(s)**.
- 7.7 Unless otherwise agreed with **you** charging will begin on the **Service Start Date**. In general terms, fixed charges are payable monthly in advance whilst usage related charges are payable monthly in arrears.
- 7.8 The first collection will be made on or after the first **Billing Date**. Payment collected on that date will be for charges for the period from the **Service Start Date** to the first **Billing Date** (on a pro rated basis) and for charges payable in advance for the following **Billing Period**.
- 7.9 Usage based charges are calculated in accordance with details recorded by or on behalf of **6G** and, except in the case of manifest error, **you** agree that **6G's** records shall be accepted as evidence of such usage.
- 7.10 **You** are responsible for all **Charges** incurred as a result of the use of the **Service(s)** whether use is by **you** or someone else. However, **6G** will not hold **you** responsible for the **Charges** for any use of the **Service(s)** without **your** authority arising as a result of **6G's** negligence or breach of these **Conditions**. This exception will not entitle **you** to a refund of the whole or any part of an "all inclusive" **Charge** (for example, a fixed **Charge** not linked to the use of the **Service** during the relevant month).
- 7.11 All **Charges** are payable by Direct Debit. Payments made other than by Direct Debit may attract additional charges as set out in the **Price List**.
- 7.12 **Your** Direct Debit or other payment instruction may be altered to reflect any change in the **Charges** or to collect any other charges, including any early termination charge, late payment and/or administration charges, that become payable under with **your Contract**.
- 7.13 **6G** requires **you** to enter into a separate agreement with **our** nominated collection agent for the purposes of establishing, administering, processing and collecting payments due from **you** for the **Service(s)**. The relevant terms and conditions are set out below.
- 7.14 **You** agree to pay the **Charges** as soon as **you** receive **your** bill (by it being posted on **My Account**) unless **we** agree with **you** to the contrary.
- 7.15 If **you** do not pay **your** bill, **we** may send **you** (directly or through our Collection Agent) a reminder or call **you**. If **you** do not pay the charges in full within 5 days of the date of the bill, **we** may add a late payment charge of £10 to **your** next bill to compensate **us** for **you** breaking the terms of **your Contract**. Alternatively **we** may charge **you** daily interest on any overdue payment at a rate equal to 4% per annum above the base-lending rate of HSBK Bank plc from time to time. In addition, **you** agree to pay **us** or our **Collection Agent** an administration charge of £10 if any direct debit payments are returned unpaid.
- 7.16 **6G** may also suspend and/or terminate the whole or any part of the **Service(s)** for non-payment of **charges**. Where **we** do, **6G** will give due warning of any interruption or disconnection of the **Service(s)** and, except in the case of fraud, persistent late or non-payment, where technically feasible the service interruption will be confined to the service concerned.
- 7.17 If following termination of the **Service(s)** **you** wish to resume the **Service(s)**, **6G** reserves the right to charge a **Re-connection Fee**.
- 7.18 **6G** reserves the right to charge an **Abortive Visit Fee** in the event that **6G** or its agents attend at **your Service Address** for the purposes of investigating and/or repairing a fault with the **Service** reported by **you** and the cause of the fault is found to be due or caused by **your** act or omission, misuse of the **Service** or a failure by **you** to comply with **your** obligations under these **Conditions**.
- 7.19 All **Charges** are inclusive of any applicable Value Added Tax (VAT)
- 7.20 **You** acknowledge and accept that **you** may be subject to **6G's** credit vetting policy procedures.
- 7.21 If **you** dispute any **Charges**, **you** must notify **6G** within 30 days of the end of the **Billing Period** in which the disputed charge arose giving full written reasons for the dispute. **You** must pay any undisputed sum in accordance with condition 7.
- 7.22 If **we** do not receive the **Charges** from **you** as they fall due, **we** may forward the debt to an external agency for collection. **You** will be liable to pay our reasonable costs and expenses reasonably incurred in collecting any late payments from **you**.

8 Your Responsibilities and Obligations

Use of the Service(s)

- 8.1 The **Service(s)** are designed and intended for private use only and may only be used for **your** own personal use and enjoyment. Except as provided below, **you** are responsible for **your** use of the **Service(s)** and for any use of the **Service(s)** made using **your** account, whether or not **you** authorised or were aware of such use. **6G** will not hold **you** responsible for any use of the **Service** that is made via **your** account without **your** authority if it results from **6G's** negligence or breach of these **Conditions**.
- 8.2 **You** agree to follow any reasonable instructions **we** may give **you** regarding use of the **Service(s)**.
- 8.3 **You** confirm to **6G** that the **Service Address** stated in **your Order Confirmation(s)** is complete, accurate and correct and that **you** will notify **6G** of any changes to the **Service Address** during the currency of this **Contract** as soon as is reasonably practicable.
- 8.4 Any content, software or materials **we** may supply **you** with as part of the **Service(s)** is for **your** personal use only and **you** agree that **you** will not copy, change or publish the material in any way or use of supply it to some else for any business purpose or use.
- 8.5 **You** must not use the **Service(s)** for any commercial or business purpose whatsoever unless **6G** has given you permission in writing to do so. The **Services** may only be used at the **Service Address** and may not be shared with any person or persons other than at the **Service Address**.
- 8.6 If **we** find that you are using the **Service(s)** in the ways prohibited by these **Conditions** **6G** reserves the right to limit or terminate the **Service(s)** immediately.

General

- 8.7 **You** agree that **you**:
- 8.7.1 are over 18 years of age;
- 8.7.2 will comply with any policies or guidelines **we** publish on **our Website** governing how **you** are allowed to make use of the **Services** including, but not limited to, the **Acceptable Use Policy**;
- 8.7.3 shall be responsible for keeping and maintaining the **6G Transceiver** in good working order and capable of receiving **Service(s)** from 6G Internet Limited.
- 8.7.4 except for **Equipment** that we agree to provide for use in connection with the **Service(s)** (save for the **6G Transceiver** supplied by 6G Installations Limited), **you** are responsible for providing all hardware, software or other equipment necessary to enable **you** to access and use the **Service(s)**;
- 8.7.5 will provide true, complete and accurate information in any communication with **us** including when **you** order or register to use the **Service(s)** and that **you** will notify **6G** immediately of any changes to the information provided;
- 8.7.6 will take all steps necessary to ensure that any password allocated to **you** is kept confidential and is not used by any third party and notify **6G** immediately if **you** have any reason to believe that any such password has become known to a third party and/or that a third party is using or is likely to use such password to access the **Service(s)**;
- 8.7.7 will make appropriate security and confidentiality provisions in relation to **your** use of the **Service(s)**; and
- 8.7.8 will keep any appointments agreed with **6G** or its agents, for the provision, maintenance or repair of the **Service(s)** and **you** acknowledge that failure to do so may result in an **Abortive Visit Fee** becoming payable by **you**.
- 8.7.9 **You** must not use the **Service(s)** or allow the **Service(s)** to be used to make offensive, indecent, menacing, nuisance or hoax calls or communications or to cause annoyance, inconvenience or needless anxiety or otherwise in contravention of **our Acceptable Use Policy**.

9 Breach of your Obligations

- 9.1 If **you** breach, or **we** reasonably suspect that **you** have or may breach, any of **your** obligations under these **Conditions** (including but not limited to payment of **Charges**) **we** may terminate and/or suspend the provision of the whole or any part of the **Service(s)** without prior notice.
- 9.2 Suspension of the **Service(s)** under condition 9.1 will continue until such time as **we** have investigated the breach or suspected breach and determined that there was in fact no breach or that the breach in question has stopped, been remedied (where possible) and **we** are satisfied that it will not occur again. If **we** find that **you** have breached **your** obligations under these **Conditions** or **we** reasonably suspect that **you** may breach or will continue to breach **your** obligations, **we** shall be entitled to terminate the provision of the whole or the relevant part of the **Service** pursuant to condition 9.1 and subject to condition 9.3 below.
- 9.3 If **we** terminate the provision of the **Service(s)** as a result of **your** breach during the **Contract Minimum Period** **you** will become immediately liable to pay an **Early Termination Charge** in addition to any other **Charges** that may become due and payable upon termination.

10 Equipment Agreement

- 10.1 Where **6G** supplies or procures the supply of **Equipment** to **you** for use in connection the **Service(s)**, **6G** or its representative will deliver or **6G** shall procure the delivery of the

Equipment to the **Service Address** or another location in the United Kingdom notified to **6G** by **you**. The **Equipment** will normally be delivered to **you** within (10) ten days of the date of your **Order Confirmation** and before the **Services Start Date**, whichever is the later. If the **Contract** was concluded by distance means (i.e not in one of our retail stores) delivery will take place within 30 days of the date on which **your** order was accepted, unless **we** agree with **you** to the contrary. Any delivery costs will be stated on **your Order Confirmation**. If **you** fail to take delivery of the **Equipment**, **we** reserve the right to charge **you** for any failed delivery.

- 10.2 **You** must inspect any **Equipment** upon receipt and inform **6G** in writing within five (5) days of delivery of any damaged or missing items.
- 10.3 The risk of damage to or loss of the **Equipment** passes to **you** when the **Equipment** is delivered to **you**. This means that **you** will be responsible if the **Equipment** is stolen, lost or damaged after delivery.
- 10.4 If **you** have purchased **Equipment** from **6G**, it will not belong to **you** until **6G** has received full payment for it. **You** must make payment in full for the **Equipment** prior to delivery, unless **we** agree in writing that payment of the price of the **Equipment** is deferred to a later date (whether in part or in its entirety). Full details will be specified on **your Order Confirmation**.
- 10.5 If the **Equipment** is provided to **you** as part of **your** subscription to the **Service(s)** and not purchased by **you**, the **Equipment** will remain the property of **6G** or its agents/affiliates and **you** may not dispose of it, sell it, or lend it to anyone. **You** must maintain the **Equipment** in good condition (fair wear and tear accepted) and, within thirty (30) days of the cancellation or termination of your **Contract**, return it to **6G** at **your** cost. If **you** fail to do so, **you** will be liable to pay for the **Equipment** at the price for the **Equipment** on the day **you** ordered the **Service(s)**.
- 10.6 Before **you** install any software supplied with the **Equipment** and before **you** connect it to **your** PC or other hardware, **you** should back up or save any data. **You** must install the **Equipment** and any software provided with the **Equipment** in accordance with the installation instructions provided. **6G** will not be liable for any damage caused by installation of the **Equipment** and/or any software supplied with the **Equipment** other than in accordance with the installation or other instructions that may be given by **6G**.
- 10.7 **Equipment** purchased from **6G** is normally covered by a manufacturer's warranty. The length of the warranty will vary depending upon the manufacturer but will not normally be less than twelve (12) months from the date of purchase. Details relating to the manufacturers' warranty will be supplied with the **Equipment**. If the **Equipment** sold to **you** develops a fault, please contact **6G**.
- 10.8 In the event that a fault develops with **Equipment** supplied by as part of the **Service(s)** (but not sold to **you**) **you** should contact **us** and **we** will arrange a replacement. **You** must return the faulty **Equipment** to **6G** or its appointed agent within 14 days of receipt of the replacement **Equipment**. If **you** fail to do so within 14 days, **6G** reserves the right to charge **you** the full replacement cost for the **Equipment** unless actual proof of postage and/or delivery can be provided to **6G**.
- 10.9 If **you** use third party equipment, hardware or software in conjunction with or as part of the **Service(s)** **6G** cannot be held responsible for any interruptions to or degradation of the **Service(s)** caused by or attributable to such third party hardware or software and **6G** does not accept liability for any faults **you** may encounter except where caused by **6G's** negligence. Should **you** encounter a problem with third party hardware or software **you** should contact either the person who sold **you** the item or the manufacturer.

11 Right to Cancel – Cooling Off Period

- 11.1 The Consumer Protection (Distance Selling) Regulations 2000 (the "**Regulations**") entitle consumers to cancel orders for goods and services purchased at a distance during designated cancellation periods. Goods and services are purchased at a distance if they are purchased without face-to-face contact with the supplier or the supplier's authorised agent. This condition 11 sets out how the **Regulations** apply to your purchase of the **Service(s)** from **6G** by distance means. The **Regulations** do not apply to in-store purchases.

11.2 The Service

In normal circumstances, the **Regulations** would give **you** a period of seven (7) working days, starting on the date after the date upon which **you** order the **Service**, in which to cancel **your** order for the **Service**. However, in order to provide the **Service(s)** to **you** as soon as possible it is agreed **6G** may start performing the **Contract** by provisioning the **Service(s)** before the expiration of that seven (7) working day period ("the **Cooling Off Period**"). Where **6G** commences performance of the **Contract** or provides or makes some or all of the **Services** available for use prior to the expiry of the **Cooling Off Period** **your** right to cancel the **Contract** under the **Regulations** ends and **you** will not be entitled to cancel **your** order without charge. By placing **your** order, **you** agree that **6G** may start performing the immediately and acknowledge that **your** right to cancel **your** order under the **Regulations** may be lost in the circumstances previously described.

11.3 Equipment

11.3.1 If **6G** separately sells **you** **Equipment**, **you** have a period of seven (7) working days starting on the date after the date upon which the **Equipment** is delivered to **you** (the "**Cancellation Period**") in which to cancel **your** order for the **Equipment**. This cancellation period does not apply if **6G** is providing the **Equipment** to **you** as part of the **Service**.

(Working days are all days other than Saturdays, Sundays and UK public holidays).

11.3.2 If **you** wish to cancel an order **you** have placed separately for **Equipment**, **you** must inform **6G** in writing within the **Cancellation Period**. **You** can inform **us** on-line

at <http://www.6ginternet.com/info> or by writing to: 6G Cancellations, Time Technology Park, Blackburn Road, Simonstone, Burnley, Lancashire BB12 7NQ. Upon receipt of a notice received before the expiry of the **cancellation period**, **6G** will cancel **your** order for the **Equipment** and, if **you** have made any payments to **6G**, **6G** will refund those payments within 30 days of the date upon which it received **your** notice of cancellation of **your** order.

11.3.3 **You** have a duty under the **Regulations** to return the **Equipment** (and any software provided with the **Equipment**) to **6G**. The **Equipment** can be returned to **6G** by either sending it to **6G** at your expense or by arranging for **6G** to collect it from **your** **Service Address** at your expense. **6G's** charges for collecting the **Equipment** from **you** will not exceed the costs the **6G** actually incurs in arranging collection. **You** are obliged by the **Regulations** to retain and take reasonable care of the **Equipment** until it is returned to **6G** and (allowing for the removal of packaging) must retain/return it in the same condition in which it was delivered to **you**. If **you** choose to return the **Equipment** to **6G** yourself, **you** are under a duty to take reasonable care to see that it is received by **6G** and is not damaged in transit. Failure to return the **Equipment** (and associated software) to **6G** is a breach of **your** statutory duty and **6G** reserves the right to take action against **you** if **you** fail to return the **Equipment**.

12 Cancellation and Suspension

- 12.1 **Your** **Contract** will continue for the **Contract Minimum Period**. Thereafter it will continue until **you** cancel it by giving **6G** not less than one month's written notice of cancellation. **Your** cancellation of the **Contract** will take effect on the expiration of the one-month's notice, when **we** will disconnect the **Service(s)**. **You** will continue to be liable for and must continue to pay the **Charges** during the notice period.
- 12.2 Either of **us** may terminate the **Contract** (thereby cancelling **your** subscription to the **Service(s)**) immediately upon written notice to the other if the other materially breaches any of the terms of the **Contract** (and, if the breach is capable of remedy, fails to remedy it within thirty (30) days of being asked to do so in writing) or becomes bankrupt or insolvent or goes into liquidation.
- 12.3 **6G** may cancel the **Contract** (thereby cancelling your subscription to the **Service(s)**) immediately upon written notice if, for any reason, it generally stops providing the **Service(s)**.
- 12.4 **You** will be entitled to a refund of any pre-paid **Charges** in respect of which **you** will not receive the **Service** as a result of **your** termination under condition 12.2 or **6G's** termination under condition 12.3.
- 12.5 **You** will be liable to pay all **Charges** up to the date of termination. In addition, if **your** **Contract** provides for the deferment or postponement of charges payment of these charges may be triggered by termination and become payable. Any such payments will be referred to in your **Order Confirmation(s)**.
- 12.6 In the event of termination during the **Contract Minimum Period**:
- By **you**, other than in accordance with condition 12.2; or
 - By **6G** in accordance with condition 12.2

then in addition to the charges payable in accordance with condition 12.5 **you** will also be liable to pay an **Early Termination Charge**, which shall become payable on the date of termination.

- 12.7 If **6G** has supplied **you** with **Equipment** as part of the **Service** **you** must return the **Equipment** to **6G** within thirty (30) days of cancellation or termination of the **Contract**. If **you** fail to do so **you** will be liable to pay for the **Equipment** at the price for the **Equipment** on the day **you** ordered the **Service(s)**.
- 12.8 **6G** reserves the right to suspend, restrict, and/or terminate **your** access to the **Service** or any part of it if **we** believe **your** use of the **Service** causes or is likely to cause the whole or part of the **Service(s)** to be interrupted, damaged, rendered less efficient or in any way impaired or **your** use of the **Service(s)** contravenes the **Acceptable Use Policy**, any other obligation in condition 8 or the obligation in condition 4.1.

13 Warranties and Liability

- 13.1 **We** make no warranties (or promises) and accept no responsibility for the accuracy of any material, data or information provided to, access by or made available to **you** by any third party or regarding any goods or services purchased or obtained or any transactions entered into by **you** using the **Service**. **We** will use reasonable endeavours to ensure that any material data and information **we** provide will be accurate but do not promise that it will be complete, sufficient or error free.
- 13.2 **Your** use of third party hardware and or software in conjunction with the **Service(s)** is entirely at **your** own risk. **6G** will not be liable to **you** for any degradation of service, any interruption to or inability to receive the **Service(s)** or any loss or damage caused by or attributable to any third party hardware or software, except insofar as may be caused by **6G's** negligence.
- 13.3 **6G** does not seek to exclude or limit its liability for fraudulent misrepresentation or for death or personal injury resulting from **6G's** negligence.
- 13.4 **We** will be liable to **you** for any direct physical damage to **your** property to the extent that it results from **6G's** negligence up to a maximum of £250,000 in respect of any one event or series of related events, up to a maximum of £500,000 in respect of any series of unrelated events which take place within a single calendar year.

13.5 Except for liability for death and personal injury caused by negligence, fraudulent misrepresentation and damage to property (which are dealt with above), **6G's** liability in respect of direct loss suffered by **you** shall be limited to £250 in respect of any one event or series of related events.

13.6 Except for liability for death and personal injury caused by negligence, fraudulent misrepresentation and damage to property (which are dealt with above), **6G** will not in any event be liable for any loss or damage arising in connection with or arising out of the provision, functioning or use of the **Service** that was not reasonably foreseeable at the time the **Contract** was entered into and **we** shall not be liable for any other damages except as provided in the **Contract**.

14 Variations

14.1 Sometimes **we** will need to make variations to the **charges** or the terms and conditions applicable to the **Service(s)**.

14.2 Any minor variations to these **Conditions** (or any terms and conditions or other documents referred to in these **Conditions**) will be posted on the **Postboard**.

14.3 If **we** make any major changes to these **Conditions**, which **we** consider will be of a material detriment to **you**, **we** will notify **you** of the changes by email or by posting the information of the **Website**. If **you** do not agree to be bound by major changes **you** should notify **6G** in writing within one (1) month from the date **we** notified **you** of the change whereupon **we** will cancel **your Contract** without requiring **you** to pay any **Early Termination Charge** or any penalty. **You** will be liable for all **Charges** up to the date of termination and **You** will be refunded any pre-paid **Charges** that apply to any period beyond the date of termination.

14.4 Any increase in the monthly fixed charges (save for any increases to which **you** have expressly agreed, for example where they are stated in **your Order Confirmation**) are likely to be considered as causing **you** a material detriment.

14.5 Changes to our **Call Tariff** or non-subscription charges in our **Price List** are unlikely to give **you** a right to terminate in accordance with condition 14.3 unless **you** can demonstrate that such changes or increases are likely to cause **you** a material detriment.

14.6 **We** may make changes to the **Service(s)** at any time and will post details of any material changes on the **Postboard**. If **your** use of the **Service** is detrimentally affected by any such change, **you** may cancel **your Contract** immediately upon written notice to **6G** whereupon **we** will cancel **your** subscription to the **Service**. **You** will be refunded any pre-paid **Charges** that apply to any period beyond the date of cancellation. If **you** terminate **your Contract** for the affected **Service(s)** in accordance with this condition during the **Contract Minimum Period** **you** will not be charged an **Early Termination Charge**.

14.7 Only **services** that are directly and materially affected by changes to the applicable terms and conditions can be ended without payment of any **Early Termination Charges(s)** in accordance with conditions 14.3 or 14.5.

14.8 It may be necessary for **us** to make changes to **our** terms and conditions or a service for reasons outside of **our** control, for example changes in the law or applicable regulations. Where changes are required for reasons outside of **our** control, **we** will let **you** know as soon as **we** can but **you** will not be able to cancel **your Contract** or the **Service(s)** by reason of these changes.

15 General

15.1 Any particular right that **you/we** may have under the **Contract** will not affect any other right that **you/we** may have at law or under the **Contract**

15.2 If either **you** or **we** choose not to enforce or rely on any right that **you/we** may have under the **Contract**, **you/we** will not be prevented from relying upon that right should **you/we** choose to enforce or rely on it at a later date.

15.3 If a court or other regulatory body decides that any part of the **Contract** is not enforceable, the remaining parts of the **Contract** will still apply to **your** purchase of and **6G's** provision of the **Services**.

15.4 The **Contract** only gives rights to and places obligations upon **you** and **6G**. No other person or company has any rights under the **Contract** or may enforce it against either **you** or **6G**.

15.5 The **Contract** is governed by the relevant United Kingdom law (England and Wales, Scotland or Northern Ireland) and any disputes under it will be decided by the relevant courts of the United Kingdom.

15.6 Neither **you** or **6G** will be not liable for any failure or delay in performance of the **Contract** to the extent that such failure is due to circumstances beyond (as appropriate) **your/6G's** reasonable control.

16 How to Give Notice

16.1 If either of us gives a notice to the other under the **Contract** (including, without limitation, to cancel it) this must be done in writing, either by email, delivery by hand or first class post, sent to the intended recipient at the following address:

16.1.1 To **6G**: at the postal address or email address shown on the **6G** web site or an alternative address which **we** may give **you**.

16.1.2 To **you**: at the postal or email address **you** specify when registering for the **Service** or an alternative address which **you** may give to **6G**, or at the email address provided to **you** as part of the **Service**.

17 Defined Terms

"**Abortive Visit Fee**" means the amount specified in the **Price List** from time to time;

"**Acceptable Use Policy**" means the acceptable use policy at <http://www.6Ginternet.com/info>;

"**Billing Date**" means the 28th day of each month or such other date as may be determined by **6G**;

"**Billing Period**" means the period of time between consecutive **Billing Dates**;

"**Charges**" means the charges payable by **you** for the **Service**, details of which appear on the **Price List** or **your Order Confirmation(s)**;

"**Contract**" means the agreement between you and the company named in the applicable **Order Confirmation** which is made up of these **Conditions**, the **Order Confirmation**, the applicable Service Terms, the **Price List**, the **Privacy Policy** and the **Acceptable Use Policy**;

"**Disconnection Fee**" means the amount specified in the **Price List** from time to time;

"**Equipment**" means any equipment supplied to **you** by or on behalf of **6G** for use in connection with the **Service(s)**;

"**Contract Minimum Period**" means the minimum subscription period, if any, that applies to the **Service(s)** as set out in the **Order Confirmation**;

"**My Account**" means the password protected online billing service made available by **6G** to its customers from time to time making available billing information relating to the **Services**;

"**Order Confirmation**" means the communication (sent electronically or by post) by **6G** confirming **your** order.

"**Postboard**" means the **6G** postboard at <http://www.6ginternet.com/info>;

"**Price List**" means the **6G** price list from time to time in force as posted on the **Website**;

"**Privacy Policy**" means the privacy policy at <http://www.6ginternet.com/info>;

"**Re-connection Fee**" means the amount specified in the **Price List** from time to time in force;

"**Order Form**" means the form signed by **you** in-store or displayed on-line by **us** and completed by **you** or the form completed by **us** on **our** behalf from information supplied by **you** over the 'phone.

"**Service**" means the broadband, line rental, calling/talk and or other services stated in the **Order Confirmation**;

"**Service Address**" means the residential address at which **6G** agrees to provide the **Service(s)** to **you**;

"**Service Availability Area**" means the geographic area where the **Service** is available from time to time, as published on **6G's** website (<http://www.6ginternet.com/info>);

"**Service Start Date**" means the date when the **Service(s)** is/are first made available for **you** to use;

"**6G**" or "**our**" or "**we**" means **6G Internet Limited**, a company registered in England and Wales under company number 8675607 and/or **6G Installations Limited** a company registered in England and Wales under company number 8675607 (as the context provides) whose registered office addresses are at 4 Lockside Office Park, Lockside Road, Preston PR2 2YS;

"**6G Transceiver**" means the device enabling the reception of wireless telecommunications services, including **6G Air Fibre** and a **6G Line**.

"**Telecom Provider**" means **6G's** provider(s) of elements of the **Service(s)**;

"**Third Party Equipment**" means any equipment, including but not limited to telephones, handsets, modems and routers, not supplied to **you** by **6G** as part of the **Service(s)**;

"**us**" means **you** and **6G**; and

"**you**" and "**your**" means the purchaser of the **Service(s)**

6G TRANSCIEVER SUPPLY AND INSTALLATION TERMS AND CONDITIONS

These terms and conditions apply solely to your contract with 6G Installations Limited for the supply, installation and configuration of a 6G Transceiver at the Service Address, which is separate from and unconnected with the contract you have entered into for the provision of telecommunications services with 6G Internet Limited.

1. Definitions

- 1.1 Save where stated to the contrary the defined terms used in these terms and conditions have the same meaning as in the Residential Terms and Conditions above (see condition 17).
- 1.2 In this Contract:

"6G", "we" or "us" shall mean 6G Installations Limited (company number 8693065) a company registered in England and Wales whose registered office address is at 4 Lockside Office Park, Lockside Road, Preston PR2 2YS

"Service Address" means the address stated on your Order Confirmation at which the services will be provided and the 6G Transceiver and Ancillary Items installed and configured as appropriate;

"6G Transceiver" means the device enabling the reception of wireless telecommunications services, including 6G Airfibre and a 6G Line.

"Ancillary Items" means cabling, cable ties, brackets and faceplates

2. Contract Formation

A legally binding contract will be formed when 6G issues you with an Order Confirmation.

3. Price and Payment

- 3.1 The price for the supply of the 6G Transceiver and Ancillary Items and the provision of the Services is set out in your Order Confirmation. This price is based on a standard installation, which assumes a number of factors including the height of the installation, the distance between the position of the 6G Transceiver and the socket within your property, the amount of cabling, cable fixings and other equipment that is required. If the installation is not standard i.e. for example the 6G Transceiver needs to be installed above two storeys, at a location that is difficult to access or where the distance between the 6G Transceiver and the socket is in excess of 20 metres.
- 3.2 If, having undertaken a survey, 6G determines that the proposed installation is not a standard installation as the assumptions have not been met, additional charges may apply. We will agree any additional charges with you before proceeding with the work.
- 3.3 Unless we agree with you to the contrary any additional charges payable in accordance with condition 3.2 shall be paid on the day of installation.

4. Access to the Service Address

- 4.1 We shall require access to the Service Address (inside and out) on the day of installation.
- 4.2 You must ensure that an appropriately authorised adult is present at the Service Address throughout the period of the installation.

5. Consents and Permissions

- 5.1 You are responsible for obtaining all necessary permissions, agreements or consents for the installation of the 6G Transceiver prior to date of the Appointment. This may include, for example, the permission of your landlord, the local council or authority or the owner of any adjoining property over which access may be required to undertake the installation.

6. Cancellation Periods

- 6.1 You may cancel this contract without charge up to 48 hours prior to an agreed installation date and receive a full refund of any deposit you have paid. If you cancel less than 48 hours before an agreed installation date you will be liable for a cancellation fee as set out in your Order Confirmation. This fee will be deducted from your deposit, if any.
- 6.2 If this contract was concluded by distance means (e.g over the phone or through our website) the Cancellation Rights referred to in Condition 11 of the Residential Terms and Conditions apply to this Contract.

PAYMENT COLLECTION TERMS AND CONDITIONS

1. These terms and conditions apply to the payment method establishment and payment administration and collection services ("the **Services**") provided to **you** by Intouch Collections Limited (" **Intouch Collections**") in respect of payments due and payable by **you** to **6G** and/or **IX Finance** or any third party as provided for by the terms of **your** contract(s) with **6G** and/or **IX Finance**.
2. This agreement starts when, having received a copy of these terms and conditions, **you** first make a payment to **6G** using the **Services**.
3. **You** have a statutory right to cancel **your** agreement with **Intouch Collections**. That cancellation right will expire fourteen calendar days beginning on the day after **you** make your first payment as described in condition 2.
4. **You** may cancel by writing to **us** at Intouch Collections, c/o Time Technology Park, Blackburn Road, Burnley, Lancashire BB12 7TW. If **you** cancel but have already asked **Intouch Collections** to process a payment on **your** behalf **you** must still pay the monthly fee for the month in which that payment was processed. If you do not cancel this agreement, it will have effect until it is terminated.
5. **You** agree that **you** will pay to **Intouch Collections** the monthly collection fee stated on the **Order Confirmation(s)** and/or as stated in monthly bill issued to **you** by **6G**. **You** agree to make the payment in the same manner and at the same time as **you** pay **your** monthly **6G** bill. For the avoidance of doubt the monthly collection fee is included in the overall package price **you** agreed with **6G** and is not in addition to the fixed monthly charges **you** agreed.
6. **Intouch Collections** agrees to collect and process promptly all payments made by **you** and to apply them in settlement of the charges to which the payments relate.
7. **Intouch Collections** will use the financial information provided by **you** only for the purposes of this agreement.
8. Sometimes, **Intouch Collections** will need to change the charge or the terms of this agreement.
9. **Intouch Collections** will let **you** know about a change, including any increase in the fee that it believes is likely to cause you material disadvantage, at least one month before it happens. Intouch will let you know about any other changes with your next available bill or via an alternative method if this is simpler.
10. If **Intouch Collections** makes a change to this agreement that is to **your** material disadvantage, **you** may terminate this agreement. **You** will not then have to pay a charge for ending this agreement early, provided that you let Intouch Collections know that you want to end the agreement(s) within 10 days of having been informed of the change.
11. This agreement is not subject to a minimum term and will continue unless and until it is terminated in accordance with this paragraph. The agreement will terminate once **you** have paid your last bill, if **you** no longer take any of the services from **6G**, **IX Finance** or any other company referred to in Condition 1.
12. Insofar as you have any dealings with **6G** or its representatives regarding this agreement, they are acting as an agent for **Intouch Collections**.
13. This agreement is not covered by an out of court dispute resolution process.
14. The contractual terms and all communications in connection with the payment processing service are supplied in English.
15. English Law shall govern these terms and conditions.