

The One Broadband Terms & Conditions for consumer broadband services

Accessible Versions: Please email support@theonebroadband.co.uk for alternative accessible versions of this document.

1. DEFINITIONS

The following capitalised words used in these terms and conditions and contract documents have the meaning set out in this section 1 (definitions), unless otherwise stated.

Activation Date: means the date we confirm the Equipment is connected to the network and/or you can use the services. This is commencement date for the Minimum Contract Period.

Agreement: means the documents that make up your contractual agreement with us. These are the Contract Information, Contract Summary, Price Guide, these Broadband Terms and any service terms. These documents must be provided to ensure transparency, help consumers make informed decisions, and comply with Ofcom regulations that mandate clear communication of service terms and consumer rights

Booster: means the device equipment loaned to you as a Broadband Add-On to provide extended Wi-fi coverage in your home by creating a mesh network.

Broadband Add-On: means the additional services provided by The One available to purchase with your Broadband Package, that are not software services only. (See Software Add On)

Broadband Package: means the broadband tariff you have selected to provide you with internet connectivity from The One Broadband, including any Broadband Add-Ons and Software Add-ons, as applicable.

Broadband Terms: means these One Broadband Terms and Conditions for consumer broadband services.

Broadband Speed: This is the sync speed – measuring the speed from the network to the router.

Cooling Off Period: This is the 14-day period during which you may cancel your broadband contract without being liable for an Early Termination Fee (other costs may apply). The Cooling Off Period lasts for 14 calendar days from the date the contract is agreed or from the date the service is activated, whichever is later.

Connection Fee: means the fee payable by you to us for connecting the service and configuring and activating the Equipment to enable you to use the service.

Contract Summary: means the contract summary document you are provided during your order process, before the order confirmation, and which forms part of your Agreement. This document provides a concise overview of the key terms and conditions of the broadband contract, including pricing, duration, and main features of the service.

Contract Information: means the additional Contract Information document that is provided during your order process, pre order confirmation, and forms part of your Agreement. The Contract Summary offers detailed information about the broadband contract, encompassing all terms and conditions, consumer rights, and obligations under the contract.

Contract Term: means the duration of this contract starting on the date of our order confirmation and ending on either termination under clause 3.1 below, or the later of expiry of the minimum period, the

date we cease providing services to you or the date you return all loaned Equipment as per our returns policy in the Broadband Terms.

Early Termination Fee: means the fees payable for ending the contract after the Activation Date but before the minimum period has ended, as set out in the Price Guide.

Equipment: means the equipment we and/or our Wholesale Partners loan to you to use the services, including ONT modem, cabling, router and Boosters.

External Termination Point (ETP): In the context of fibre broadband installation, means the physical location where the external fibre optic cable from the broadband provider's network terminates outside a customer's premises. It is the interface between the provider's network and the internal wiring of the customer's property. Typically, the ETP is located on an exterior wall of the building, such as near the entry point where the fibre cable enters the premises.

Minimum Contract Period: means the minimum period you agree to take and pay for the services, as set out in your Contract Summary or as otherwise agreed.

Normal working hours: means 9:00am – 5:00pm Monday to Friday excluding bank and public holidays

Out of Contract: means the price payable when you have passed your Minimum Contract Period, but have not renewed, upgraded or downgraded your service onto a new Minimum Contract Period

Out of Hours Connection: Where this is available, this is a connection that is scheduled outside of normal installation working hours.

Optical Network Terminal (ONT): means the Equipment provided by our Wholesale Partners to terminate the fibre broadband in your home. This belongs to the Wholesale Partner.

Price Guide: means our standard price list on our website setting out our standard charges for services and ancillary items.

Software Add-On: means the additional software services that are available from The One Broadband to add to your Broadband Package

Subscription Payments: the monthly recurring fees for your service described in the Contract Summary (together with any VAT payable)

The One Broadband: means the company The One Broadband (DSV Communications Limited), as registered in England under number 15152333 at, 85 Great Portland Street, London, England, W1W 7LT, UK

Wholesale Infrastructure Partners or Wholesale Partners: means our selected wholesale partners to provide fibre connectivity into your home.

Any terms given a meaning in one party of the Agreement shall carry that meaning in the other parts of this Agreement.

2. INTRODUCTION

2.1. Our services. This Agreement covers your use of our home broadband service. Services can only be provided to domestic premises in the UK. Some elements of our broadband service require you to agree with the terms of third-party providers who offer related products and services. We or our Wholesale Provider may also need permission from you and/or the freeholder to your premises to install and maintain Equipment and connectivity.

- 2.2. **Service availability.** We'll provide our services with reasonable skill and care. However, some of our services may not be available where you live. You can check availability in your area on our website using the postcode checker at this link: <https://www.theonebroadband.co.uk>. We'll check how feasible it is to provide services before we provide them. If the costs of installation and maintenance of the services are too high, often due to additional construction requirements, we'll let you know that we may not be able to provide them.
- 2.3. **Your Agreement** is with The One Broadband (DSV Communications Limited), registered in England under number 15152333 at 85 Great Portland Street, London, England, W1W 7LT UK. It is made up of these Broadband Terms, your Contract Information, your Contract Summary and the Price Guide. We'll send your Agreement including links to the Broadband Terms and Price Guide to you by email (if you have provided us with a valid email address). Please also look at our Acceptable Use Policy which also make up your Agreement with us www.theonebroadband.co.uk/legal.
- 2.4. **Privacy** You should also look at our Privacy Policy on how we use personal information. You can find our Privacy Policy at www.theonebroadband.co.uk/legal.
- 2.5. This Agreement applies to all consumer customers who receive The One Broadband service unless stated otherwise.
- 2.6. **Telephony:** Where we do not provide a home telephone line or other telephony services with our Broadband Packages. You won't be able to access a phone line and you'll be unable to make or receive landline telephone calls (including from emergency services).
- 2.7. **Vulnerable Customers:** Where we are not providing a home telephone service, social alarms or Telecare services that utilise your phone line will be affected. We suggest you have a charged mobile device to make emergency calls in the event of a power or broadband connectivity outage. If you have any concerns relating to the ability to make emergency calls, please speak to an advisor at least 3 working days prior to your service installation. It is important you understand and agree to this before taking The One Broadband service.

3. JOINING US AND CHARGES

- 3.1. **The basics.** When you join us, we'll agree certain things with you and set them out in your Contract Summary and Contract Information. These documents will include important information like: (a) your chosen services and how much these will cost you per month; (b) how long we'll provide your chosen services to you and the minimum period you have agreed to stay with us; (c) additional services you have chosen as part of your package, when they start and end and when you'll be charged for these; and (d) any upfront charges you've paid or may have to pay where applicable.
- 3.2. **Charging.** The Price Guide sets out current pricing information. This includes the current monthly cost of our broadband plans (billed for the month ahead unless we say otherwise), charges for our Broadband Add-ons and Software Add-ons, and if applicable any third-party services (billed after use unless we say otherwise) and any other charges for The One Broadband provided to you or to someone who is authorised by you. All these charges will be added to your bill. Please see the latest version of the Price Guide (which is updated from time to time) for details. www.theonebroadband.co.uk/legal.
- 3.3. **Discounts.** During your Minimum Contract Period, we may offer you a discount against your monthly plan. Usually, this broadband discount will be applied to your bill for the duration of your minimum term. However, we may offer you a broadband discount that expires before your minimum term ends. We'll let you know how long this discount will last when you take up the offer in your Contract Summary and Contract Information. After your discount has been removed, your monthly price will increase.

- 3.4. **One-off charges.** Delivery charges, router fees, connection and installation charges may apply. You will be informed of these charges (if they apply) before you order the services, and they will be set out in your Contract Information (if they apply).
- 3.5. **Payment.** The first payment, including the Connection Fee and first month Subscription payment will be taken by Credit or Debit card at the point of sale. You'll need to set up a continuous credit or debit card instruction, or direct debit instruction, for ongoing payments. If you wish to make your payment method to Direct Debit you can contact us to arrange this. You'll need to pay for all charges within 7 days of the date of your bill. Where VAT applies it will be included in the charges. If you pay late, we'll charge interest of 4% above the Bank of England base rate each year and you'll also need to pay a reasonable administration charge to compensate us for the administration costs incurred (see Late or Missed Payments in the Price Guide for details available at www.theonebroadband.co.uk/legal).
- 3.6. **Advance Payments and Deposits:** We reserve the right to charge additional pre-payment fees in advance of the Activation Date. You will be informed of this before your installation and be able to cancel without penalty if you do not wish to proceed.
- 3.7. **Credit Checks:** We may use your information to conduct credit checks with credit reference agencies. We may use the credit check information to decide whether to offer you the service and potentially set usage limits or require additional advance payments before offering the service. We reserve the right to cancel your service if you do not meet our credit requirements. See more information at www.theonebroadband.co.uk/crain
- 3.8. **Refunds of Advance Payments:** If we are not able to complete the order for any reason that is due to us or our suppliers, or you change your mind and cancel before installation, or in line with our Cooling Off Period terms, then you will receive a refund of advance payments made for Connection Fee and monthly Subscription payments. This is subject to any other payments that are due, as per our Price Guide and Cooling Off Period terms and conditions. Any payments owing will be taken from any refund balance before this is paid.
- 3.9. **Change of home broadband package.** If you request a change of Broadband Package or a renewal of your Agreement with us and we agree, you will need to agree to a new minimum period and you will need to pay the new charges applicable to that agreement. Early Termination Fees may apply if you change your package during your current Minimum Contract Period. Your new Minimum Contract Period will not start until your new service Activation Date. If you choose to terminate the new agreement within the first 14 days of your new service being activated and are within the Minimum Contract Period of your previous agreement, an Early Termination Fee may be payable. Any Early Termination Fee which applies in that situation will be based on the monthly plan charge of your The One Broadband plan and the remaining time left in your Minimum Contract Period for your previous package at the point of upgrade/downgrade/termination as applicable. Where the change of Broadband Package is an upgrade to a service at a higher speed and price, we may waive the Early Termination Fee. Please see the Price Guide for how any Early Termination Fee will be calculated and other information relating to fee changes.

4. DURING YOUR AGREEMENT WITH US

- 4.1. **Feasibility.** We do not commit to providing The One Broadband services until we have successfully completed all feasibility checks. If the cost of installation and maintenance of The One Broadband Services are excessive, we reserve the right not to provide these to you and to terminate the Agreement without liability.
- 4.2. **Installation.** You must be the current occupier of the property or have permission of the property owner for us to install The One Broadband at your address. We (or one of our partners)

will visit your premises on the installation date. You or another person authorised by you who is over 18 needs to be present during the installation. There may be a fee for an engineer visit, we will let you know the cost if this is required before confirming your order.

- 4.3. **Wayleave:** If you are a new The One Broadband customer you may need to sign a "Wayleave agreement". See further details in the fibre to the home installation and wayleave section below.
- 4.4. **Activation.** You will be responsible for terminating your agreement(s) with your previous broadband service provider. We will not be liable for any Early Termination Fees or wrongful cancellation of any agreement(s) with your previous provider(s). Where and when it is possible and applicable (for example, with One Touch Switching), you authorise us to terminate your agreement(s) with your previous phone and broadband service provider(s). If we cannot do this on your behalf, you will have to do so directly. You will be responsible for ensuring your current supplier has confirmed the One Touch Switching arrangement to you. We are not responsible for any charges from your current supplier.
- 4.5. **Equipment.** We will supply Equipment to you. All Equipment we provide is loaned belongs to us, or our Wholesale Partners. You must look after it and not dispose, damage, destroy or otherwise interfere with it unless we ask you to. If you end a Broadband Package (whether before, during the Minimum Contract Period or after), you must return any loaned Equipment, and if you don't return it within 30 days of ending the service, or if the loaned Equipment is damaged other than through fair wear and tear, you may be charged as per our Price Guide available at www.theonebroadband.co.uk/legal.
- 4.6. **Your own router** You can use your own router to receive The One Broadband services, but it is not recommended and may limit our ability to provide support services. You should check with the manufacturer of the Equipment to confirm compatibility. It is your responsibility to ensure it is compatible. You must not connect Equipment to our network that may harm it, or anyone else's Equipment or services. Some routers and WiFi Equipment may not be capable of supporting all the features offered by The One Broadband.

5. USING THE SERVICES

- 5.1. **Usage** You're responsible for other people that use your Equipment and services which are only for your personal non-commercial use. You must not: (i) use the Equipment or service for any purpose that may be abusive, a nuisance, illegal, or fraudulent; (ii) do anything that causes the network to be impaired; and (iii) use automated means to make calls, texts or send data (including via a GSM Gateway). For more information on using our services and restrictions please review our Acceptable Use Policy.
- 5.2. **Broadband Speed.** Broadband speeds referred to in your Contract Summary and Contract Information are the expected and minimum download and upload speeds. Unless stated otherwise, speeds referred to are the sync speed. This is the data speed from the network to the router as measured by The One app. The speed you achieve on your device may vary depending on several factors which include the type of device you have connected to the network, internet server speeds, concurrent device usage, services used and your in-home set-up. WiFi speeds will usually be lower than the sync speed or wired connection speed. Broadband speeds may fluctuate. Should your sync speed continuously (meaning for 3 consecutive days) fall below the minimum guaranteed speed set out in your Contract Summary and we are unable to resolve the issue with 30 days of you notifying customer support then you may cancel your contract without being liable for the Early Termination Fee (you may be liable for costs of the services provided to date, associated connection costs incurred and router delivery and collection fees). You will be required to return your loaned equipment (router and boosters) as per clause 4.5 Equipment in the Broadband Terms.

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- 5.3. **Downloading third party content.** A copyright owner's permission may be required for downloading protected content. Downloading protected content without the copyright owner's consent may constitute a criminal offence. Please see our Acceptable Use Policy for more details.
 - 5.4. **Changes to your terms, services or charges.** Please note, we may, subject to our compliance with law, change your Agreement, our services or charges at any time to:
 - 5.4.1. Change the way in which we provide services to you (for example, by using a different technology to provide the service);
 - 5.4.2. Change the structure of our services, charges or Equipment (for example, by changing the component parts of a service);
 - 5.4.3. Remove and/or replace some or all the Equipment.
 - 5.4.4. Place limits on the way you use our services (for example, if we suspect that you have committed an illegal act while using our services);
 - 5.4.5. Stop providing all or part of the service to you (for example, if we're no longer able to provide a part of the service at your address); or
 - 5.4.6. We may increase the charges for an optional additional service that does not form part of the main home broadband service. For example, we may increase the price of a security add-on service that lasts for one month and can be terminated at any time.
 - 5.5. We are also entitled, subject to our compliance with law, to make the following changes to the Agreement, our services or charges (together, the **"Permitted Changes"**):
 - 5.5.1. We may remove any benefits, discounts or additional services that we told you would expire part way through your plan when you purchased, provided we remove them at or after the time we told you they would expire.
 - 5.5.2. We may make administrative or technical changes.
 - 5.5.3. We may make changes that have no negative effect on your use of the service.
 - 5.5.4. We may make changes that are to your benefit.
 - 5.5.5. We may provide new features of the service to you.
 - 5.5.6. We may maintain or improve the services we provide.
 - 5.5.7. We may clarify the Agreement so it is easier to understand.
 - 5.5.8. We may replace some or all the Equipment with Equipment of equivalent or better quality
 - 5.5.9. We may reflect a change in the way we organise and/or operate our business; or We may reorganise where certain terms of the Agreement are set out.
 - 5.5.10. We may make changes required by:
 - a) applicable laws.
 - b) Regulations.
 - c) Codes of practice.
 - d) A regulator; or
 - e) Court of competent jurisdiction.
 - 5.5.11. We may reflect a change in the way we organise and/or operate our business; or
 - 5.5.12. We may reorganise where certain terms of the agreement are set out.
 - 5.6. We don't know what will happen in the future, so we may need to change your Agreement, our services, or charges for a reason other than those specified in clause 5.4 and 5.5 above. We however ensure this is done in accordance with your legal rights.

6. FIBRE TO THE HOME INSTALLATION AND WAYLEAVE

6.1. Home Installation

6.1.1. The One Broadband Equipment

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- 6.1.1.1. We will provide a router with each of our Broadband Packages. This is loaned Equipment and remains the property of The One Broadband and should be returned before the end of the Contract Term.
 - 6.1.1.2. The router device is restricted use and can only be used on The One Broadband network and with The One Broadband packages, otherwise they may be deactivated.
 - 6.1.1.3. A compatible mobile phone is required to use The One app and to install your router.
 - 6.1.1.4. Where you are provided with an Amazon eero model of router, you will need to agree to the Amazon eero Terms and Conditions and read their Privacy Policy, which will be notified to you by us or Amazon. We are not liable for the acts or omissions of Amazon
 - 6.1.2. **Installation:** At the installation point in your home, if you are having a new fibre installation you will be required to provide:
 - 6.1.2.1.2 Mains plug sockets as a power source for both the ONT (the socket should be within 1.5m of the ONT) and the router – and at the location of any Boosters. Please note we will be unable to test the installation if adequate power sockets are not available.
 - 6.1.2.2. A location for the ONT on the same floor as the ETP (External Termination Point).
 - 6.1.2.3. Allow the fibre to be surface mounted, where Fibre is required to be installed on any walls.
 - 6.1.2.4. The ETP to be at a point which is 15m or less from the most practical and appropriate point on the external wall of the RFS premises.
 - 6.1.2.5. If any of the above is not provided, the engineer may need to abort the Installation (which will constitute an Aborted Installation) and you may be charged an Aborted Installation Charge (see the Price Guide).
 - 6.1.3. **Changes to Installation Appointment:** If you wish to change an agreed installation appointment, you must contact us at a minimum before 12:00 noon, two working days before the appointment or you may be charged a Late Cancellation Fee.
 - 6.1.4. **Non-Standard Installation:** Where over 15 metres of fibre is required to connect your premise to the network, or as otherwise defined by our wholesale infrastructure provider, a non-standard installation fee may be payable. This may be confirmed at point of sale before the order is completed or confirmed before installation takes place. Additional charging should be agreed before committing to the works. Please see the Price Guide for fees payable.
 - 6.1.5. **Extended Standard Installation:** An Extended Standard Installation is where an additional survey is required (or surveys), additional route planning is required, or wayleaves, easements or rights of way are required to be obtained on land other than owned and occupied by the end user. Additional charging should be agreed before committing to the works. See the Price Guide for fees payable.
 - 6.2. **Wayleave Agreement.** This grants our partner fibre infrastructure Wholesale Provider, or one of their trusted partners ("Installation Partner") permission to install and maintain the necessary Equipment across the grounds of and within your property. Installation includes running a cable from the street port to your house.
 - 6.2.1. We can't provide The One Broadband fibre home broadband service if you or your freeholder haven't agreed to the Wayleave Agreement. If you are not the freeholder of the property you will need to gain the freeholder's written agreement before installation unless this has already been provided to us.
 - 6.2.2. You, or a person given permission by you (who is aged 18 or over) will need to be at the property when the engineer visits. The engineer may ask for an electronic signature prior to installation, and this will form the relevant written form of Wayleave Agreement under the

Electronic Communications Code in respect of the maintenance and location of the Equipment at the property.

- 6.2.3. The Equipment will be installed over or under the land of the premises. Some minor alteration work may be required to make the installation. This work will be carried out with as little disruption as possible, and the ground outside will be reinstated as close as possible to its original state. Where required any damage to the premises will be repaired. You will need to gain the consent of your neighbour(s) if you have shared grounds (such as a driveway). The Equipment installed will not be removed on termination. The installation of fibre optic broadband and Equipment both outside and inside your home may require the agreement or consent of others, for example, your landlord if you are a tenant or your neighbour(s) if you share a driveway. You are responsible for ensuring that all these agreements and consents have been obtained before we install fibre optic broadband and any Equipment. If you fail to obtain any required consents, we reserve the right to end this Contract, remove the fibre connection and any Equipment, and to recover our reasonable costs. You acknowledge that we do not have to install The One Broadband and/or any Equipment at your property if we consider it is not practical to carry out the work for health and safety reasons or your property is otherwise not suitable for installation.
- 6.2.4. If our Installation Partner cannot access your property or an electronic signature isn't provided for the Wayleave Agreement, we may charge you reasonable costs incurred by us as a result. We may end the Agreement if we cannot re-arrange access to your property or you fail to provide an electronic signature for the Wayleave Agreement.
- 6.2.5. You consent to The One Broadband and/or its Installation Partner installing and keeping network equipment at your property. In addition to the router and fibre optic cable, an optical network terminal ("ONT"/fibre connection box) will need to be installed. This will remain the property of the Installation Partner (unless we agree otherwise). You must not tamper with the fibre connection box or allow anyone else to do so.

7. PROBLEMS WITH OUR SERVICES

- 7.1. **Faults.** If you experience service issues with your service, you can contact us, and we will work to identify and resolve any issues relating to our The One Broadband service. If a fault occurs and it is identified through the triage process to be the result of an act or omission by an end user (including, if an end user removes an ONT from its Premises or removes any Fibre between the ONT and the Fibre Access Point), then you may be charged the Service Call Out fee in accordance with Price Guide.
- 7.2. **Service Call Out** If we are required to arrange for an engineer to come on site and there is no fault found or the fault is the responsibility of the customer, we may charge a Service Call Out fee, or other relevant charges, as per the Price Guide.
- 7.3. **Faulty Equipment.** You should contact us immediately in the event of any damage to or loss of the broadband Equipment using the contact details at the end of these Broadband Terms. We may need access to your premises to carry out repairs and you agree to obtain the necessary consents and provide us with the access required to carry out such repairs.

8. LEAVING THE ONE BROADBAND / SUSPENDING THE SERVICE

- 8.1. **Return of Equipment.** If you cancel a contract, you are responsible for returning the Equipment provided under that contract without undue delay and within 30 days. You must keep any Equipment that has been delivered to you safe until it is returned. We may make a deduction for any loss in value because of unnecessary handling by you. We'll advise you on how to return any Equipment on cancellation. In most cases we will send you a pre-paid returns packaging for you to

use to return the router and other Equipment (such as Boosters). We reserve the right to charge you for our returns cost.

8.2. If you want to end the Agreement.

- 8.2.1. **Changing your mind – The Cooling Off Period.** The Cooling Off Period lasts for 14 calendar days from the date the contract is agreed or from the date the service is activated, whichever is later. If you cancel after the service activation date you may be liable for costs of the services provided to date, connection costs and router delivery and collection fees. If you cancel later than noon 2-days before the activation, you may be liable for a Late Cancellation fee – see 8.2.2. This right is provided under the UK Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. You can cancel by calling us on 0330 912 8150 or writing to us by email at support@theonebroadband.co.uk.
- 8.2.2. **Late Cancellation.** You have the right to cancel your order before the installation takes place if you contact us by 12.00 pm (noon) two working days before the scheduled installation (the Activation Date) or you will need to pay a Late Cancellation Fee as per our Price Guide available at www.theonebroadband.co.uk/legal. You can cancel your order by contacting us by phone on 0330 912 8150 or writing to us by email at support@theonebroadband.co.uk.
- 8.2.3. **Early Termination Fee.** If you end your The One Broadband Service at least 14 days after your Activation date, but before the end of your minimum period, an Early Termination Fee will apply. The Early Termination Fee calculation is based on the monthly charge of your The One Broadband plan, and the remaining time before your minimum period ends. We will remove the costs we save from suppliers by terminating early and add on any connection and administrative costs we incur but have not charged you for, including delivery and return of equipment. Further details are in our Price Guide, available at www.theonebroadband.co.uk/legal.
- 8.2.4. **Terminating when out of contract.** If you're outside of the first 14 days following your service order date and your Minimum Contract Period has elapsed, you can cancel at any time, but you'll still need to give us 30 days' notice.
- 8.2.5. **Because of changes** If we make a change to the Agreement, the services or the charges which (i) has a negative impact on your use of the service (in The One Broadband's reasonable opinion) and (ii) is not a Permitted Change, as set out in clause 4.4 (b) above, you will have a right to leave your Agreement without paying an Early Termination Fee. If that's the case, we'll usually give you at least 30 days' notice but sometimes it might be less than that if we are prevented from giving you notice for legal or regulatory reasons. To exercise your right to leave without paying an Early Termination Fee, you'll need to tell us within that 30-day period. If you take no action within 30 days of us telling you about the changes, you'll be considered to have accepted those changes.

8.3. If we want to suspend our services or end the Agreement.

- 8.3.1. We may suspend our services entirely or in part or end the Agreement if: (i) you don't pay any charges on time; (ii) you or anyone else who is using your The One Broadband Services is in breach of our Acceptable Usage and/or Privacy Policies; (iii) you don't do something fundamental that you have to do under the Agreement; (iv) you or any third party misuse The One Broadband or use any of our services in a way that may damage or affect the operation of our network (including, but not limited to, use of Equipment with our services in a manner that does not comply with our reasonable instructions or those of our partners, (v) you become bankrupt or make an arrangement with creditors; (vi) we consider it necessary to safeguard the integrity of our network or to reduce the incidence of fraud; or (vii) you fail to comply with applicable law when using our services. Where we end the

Agreement in this way Early Termination Fee will apply. We may need to suspend our services if asked to do so by regulators or if required by law.

8.3.2. We may end the Agreement if we are permanently unable to provide our services to you or by giving you 30 days' written notice (for any reason). You won't have to pay an Early Termination Fee in this case.

8.3.3. If this Agreement is ended by you or us, for whatever reason, you will have to pay all charges up to the date of termination of your home broadband service.

8.4. If you are moving home.

8.4.1. If you are moving home, please let us know at least 30 days in advance of your moving date. You will need to end your existing contract with us, and you will be liable for any Early Termination Fees (subject to the below).

8.4.2. If you want to keep and transfer your existing contract, we will need to conduct a service availability check at your new address. If we can provide these services, we will arrange a transfer. We would like to keep you with The One Broadband, and we may be able to waive your Early Termination Fee if you move your services, however you will be liable for a Home Move Admin fee. This may be waived if you commence a new Contract Term from the date of your move and a new Minimum Contract Period will be applicable from the service activation date. See our Price Guide for details.

8.4.3. If you choose to terminate the new agreement within the first 14 days of your service activation date and were within your minimum term of your previous agreement a termination fee may be payable.

8.4.4. We reserve the right to apply any termination fees/or charges.

9. PAYMENTS AND DIRECT DEBIT

To take The One Broadband services you must set up a continuous Credit Card or Debit card payment instruction during the order journey. After the initial payment, you can contact us and request Direct Debit for ongoing payment. Setting up a Direct Debit is a convenient and secure way to manage your monthly broadband payments. This section outlines the details and legal requirements for the Direct Debit mandate as part of your Broadband Terms.

9.1. Direct Debit Mandate Details

- (a) **Authorisation and Consent:** By providing your bank details and setting up a Direct Debit, you authorize The One Broadband to collect payments for your broadband service directly from your bank account. This authorization will remain in effect until you cancel the Direct Debit mandate
- (b) **Payment Collection:** Payments will be collected on the agreed date each month. If the collection date falls on a weekend or public holiday, the payment will be taken on the next working day. You will receive advance notice of the amount and date of each Direct Debit collection, typically at least 10 working days before the first payment is taken.
- (c) **Changes to Payment Amounts:** Any changes to the payment amounts, including adjustments due to changes in your subscription or other charges, will be communicated to you in advance, in line with the Direct Debit Guarantee.
- (d) **Cancellation and Amendments:** You have the right to cancel your Direct Debit at any time by contacting your bank or building society. Additionally, please inform us to avoid any disruption to your broadband service. If there are any changes to your bank account details, it is your responsibility to inform us promptly to ensure continued service.

- (e) **Direct Debit Guarantee:** The Direct Debit Guarantee protects you against payments made in error or fraudulently. You are entitled to a full and immediate refund from your bank in case of an incorrect payment. The Guarantee also covers you in the event of changes to the date, amount, or frequency of your Direct Debit payments.
- (f) **Contact Information:** For any questions or assistance regarding your Direct Debit setup, please contact our customer service team:
 - (i) Email: support@theonebroadband.co.uk
 - (ii) Phone: 0330 912 8150
- (g) **Legal and Regulatory Compliance:** This Direct Debit mandate complies with UK Direct Debit regulations and is protected by the Direct Debit Guarantee.

10. WHAT WE DO WITH YOUR INFORMATION AND CONTACTING US

- 10.1. **Privacy Policy.** Our Privacy Policy sets out how we may collect, use and share your personal information. You will find the latest Privacy Policy and Cookie Policy on our website at www.theonebroadband.co.uk/legal and you should check back every now and then for the latest version. For any queries, you can contact us.
- 10.2. **Fraud prevention agencies.** The personal information we collect from you may be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused certain services, finance or employment.
- 10.3. **Credit Checks:** We may use your personal information to conduct credit and / or identity checks through credit reference agencies. They'll run a credit and identity check on you. They'll also give us information about you, like your financial history. We may use this credit check information to decide whether to offer you the service and potentially set usage limits.

11. ADDITIONAL TERMS

- 11.1. The terms and conditions set out in this clause 11 apply to customers that purchase any of the services below either as; i) an included service within their The One Broadband plan (i.e. a bundled plan), or ii) a service in addition to their The One Broadband plan; an Add-On.
- 11.2. **Broadband Add-Ons: Boosters.** If you order Booster device(s) or it's included in your plan, we will send you the number of Boosters you have selected, along with your router, up to a maximum of three additional devices. If you think you need more than three, you can contact us to discuss. Adding Boosters creates a powerful mesh system to extend the WiFi coverage across your home. However currently we do not provide a guarantee that the WiFi Boosters will cover every room in your home. WiFi performance is affected by many variables including obstructions, signal interference, walls and glass. WiFi Boosters can be added to your service when you order your Broadband package. If required, we can also provide additional Boosters to be added to your existing contract after your initial order. You may be required to have more than 12 months remaining on your minimum term. Please contact us to discuss. If you are outside the Minimum Contract Period, you cannot add any Broadband Add-Ons to your service.
- 11.3. For the WiFi Boosters to work
 - a) The router must be connected to the fixed line broadband network and the internet.
 - b) The Booster will not work when there is a broadband fault, including without limitation a fault with your fixed line.
 - c) You must use the router and Boosters we supply to you as part of your service, the Boosters are not compatible with third party routers.
 - d) You must follow our reasonable instructions when seeking to resolve any WiFi signal issues you may have.

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- e) You must have downloaded the router application on your phone and followed the instructions

11.4. **Boosters: Leaving Us Terms:** The clauses in section 7 regarding Equipment and cancellation also apply to the Boosters.

12. OTHER USEFUL INFORMATION

12.1. Liability. We'll not be legally responsible to you for any loss or damage that is not directly caused by us or which we could not reasonably expect at the time we entered into the Agreement with you, for example, loss of income, business, profit, savings and missed opportunities claims. Except for fraud or where our negligence causes death or personal injury, we will not pay more than £3,000 or 150% of the charges in the previous 12 months, whichever is higher, for each claim or a series of related claims. Nothing in the Agreement: (i) excludes or limits our liability for anything we can't exclude or limit by law, including liability for: death or personal injury caused by our negligence; fraud or fraudulent statements; or (ii) affects your rights under applicable law or regulation.

12.2. Transferring the Agreement. We may transfer this Agreement to anyone at any time provided doing so does not adversely impact your rights under the Agreement. You'll need to get our permission before transferring the Agreement and the person you are transferring to will need to pass our credit check.

12.3. Price Guide. Please consult the Price Guide for additional terms and conditions that also form part of your Agreement with us. Available at www.theonebroadband.co.uk/legal.

12.4.11.4. Changing your broadband technology. Please note, if you change the means through which you receive your broadband from fibre to the cabinet ("FTTC") to fibre to the premises, then you may be unable to return to FTTC if you change your mind. We do not accept any responsibility for your inability to return to FTTC when you have switched to a New Technology and any effect that may have on other services you use.

13. COMPLAINTS

13.1. If you have a complaint, please email us at support@theonebroadband.co.uk. Further information on this complaints process is available in our Complaints Policy on our website. www.theonebroadband.co.uk/legal

14. CONTACT DETAILS

- Email: support@theonebroadband.co.uk
- WhatsApp: 0330 912 7855
- Telephone: 0330 912 8150
- Webchat: www.theonebroadband.co.uk/contact

15. EFFECTIVE DATE

Broadband Terms issued on 14th July 2025.