



Bill Smart Broadband & Home Phone Line Terms and Conditions

Welcome

**Thank you for buying our Broadband and Home Phone Line Services* plan from
Bill Smart Stay Connected Limited**

Welcome to Bill Smart Broadband Club

Thank **you** for choosing to become a Member of **our** Utility Club!

It is important and **your** responsibility to read these terms and conditions carefully and thoroughly.

Bill Smart Stay Connected is a Telecommunications **company** that provides a range of **services** to UK customers.

As a customer of **ours** and by signing up for any of **our services you** have agreed to abide by these terms and conditions and any other **service** or product specific terms and conditions that may apply. Please read these terms and conditions carefully; if at any point there is anything **you** don't understand, do not purchase a product or **service** from **us** and instead contact **us** with **your** queries or seek legal advice.

Who Are

This **service** is provided by **Bill Smart Stay Connected** registered in England and Wales.

Registered Company Number: **11676029**

Registered office address: Lynchett House, Wareham Road, Lynchett Matravers, Poole, United Kingdom, BH16 6FA.

Who to Contact About Your Plan

If **you** would like to speak to **us** about anything to do with **your plan** – from changing **your** details to resending **your Welcome Pack** – please contact **us** on:

Telephone	(09:30 – 17:00 Mon-Thu 09:30 – 16:30 Fri)	0800 211 8113
Email		Hello@billsmart.co.uk
Website Contact Form		www.billsmart.co.uk

Please ensure that **you** provide **us** with **your** Name, **Plan** Cover Number, Contact Details, and Address.

Definitions

Certain words in this **plan** have a special meaning and these words are defined below.

To help make this **plan**/membership easy to understand, wherever they appear in the **plan** have highlighted them in bold.

Accepted Order	The date we collect the first payment for your service from you , or we confirm in writing that we have accepted your order , or when we have provided to you any documents about your plan.
Acceptable Use	Refers to a policy that details what we count as acceptable use of the services provide. This can be found on our website or by emailing us .
Agreement / Contract	Refers to this set of terms and conditions and any other terms and conditions you may have agreed to when purchasing or receiving a service from us .
CLI	Caller Line Identifier
Minimum Term	The minimum amount of time that your contract is set to run for.
Order	Refers to you purchasing, or ordering a service , or product from us .
Package	Refers to the different services we provide, and each package may entail different equipment, service levels, costs, fees, and usages.
PSTN	Public Switched Telephone Network
Service / Product	Refers to any service and/or equipment we provide to you .
We / Us / Ours / Company	Bill Smart Stay Connected Limited and affiliated Service Providers.
Write / Writing / Written	Refers to us communicating with you via email or post.
You / Your	The person who is entered into this service plan with us and named on the Welcome Pack.

Terms and the Services Provide

We provide a range of products, which may change from time to time. **We** may also sell items, which may be related to these **services**, such as mobile phones, internet routers, and other items.

We do **our** best to maintain a continuous, high-quality **service**. **We** believe that the best possible **service** comes from how **we** connect **our** own network to those of **our** partners; this is why **we** work with a number of organisations to help **us** provide technical and operational **services** such as installation and line repair.

In providing **our service** **we** will share **your** information with third parties required to provide the **service**. This is the set of terms and conditions of which **we** supply to **you** when **you** purchase or sign up to receive a Broadband and/or Home Phone **services**, including any equipment.

Contract and Service Specific Notification Policy

If **we** need to contact **you** at any point in relation to any product, **contract**, or **service** **you** have with **us** **we** will do so by using any and all means available to **us**. This includes telephone, email, and post.

Our Agreement with You

When **you** place an **order** with **us** for any of **our** products and/or **services** **you** are accepting these terms and conditions. In doing so and once **we** have **accepted your order** **we** will **write** to **you** confirming this. Only once **we** have **accepted your order** will these terms and conditions come into effect and **our agreement** with **you** will begin.

If for any reason **we** are unable to **accept your order**, **we** will inform **you** in **writing**.

There are many reasons why **we** may not be able to **accept your order**.

Contract Term

This **contract** and the provision of any product or **service** by **us** has a minimum **contract** length of **18 months**, the “**minimum term**”. The **minimum term** will start on the day **your service** is working or once the transfer of **your service** from another provider is completed. **We** will notify **you** in **writing** once this has happened.

The **minimum term** is the minimum length of time that **you** have agreed that **you** will receive the **services** from **us**. If **you** decide to not pay, or switch providers, **you** will continue to have a **contract** with **us** and will be required to continue to make payments until the **minimum term** has expired, or pay **us** an early termination fee as detailed within these terms and conditions.

If **you** cancel **your contract** prior to the start of the **minimum term**, there will be a termination fee which includes the cost of equipment and any setup or line provisioning costs.

Broadband

This section applies when **you** have **ordered** broadband **services** from **us**.

Note: In using **our services** **you** must abide and comply with **our Acceptable Use Policy**.

By providing a broadband service, our aim is to...

- Provide **you** with access to the internet, support for any broadband related issues **you** may have, and provide the equipment required for **you** to use the **service**.
- **We**, or a third-party **service** provider acting on **our** behalf, may provide equipment for **you** to use in conjunction with the **services** **we** provide. **We** are not liable if this equipment is not suitable and does not work as required or expected.
- Before making an **order** **you** will have seen or been provided whether verbally or in **writing** details of the broadband **services** **you** are looking to receive from **us**. These details will include but are not limited to expected internet speed, upload and download volumes, usage volumes, price, and more. If, for any reason, **you** have not seen this information, do not make an **order** with **us** until **you** have seen it all.

Broadband Additional Fees

There may be additional charges for installation if:

- construction work is required;
- drilling or building work is required;
- any phone line or phone needs rewiring or converting.

You cancel **your** broadband and **we** have occurred costs relating to the installation or migration of any phoneline.

Broadband installation requires that **you** may:

- have a compatible phone line (which **we** can provide if **you** do not have one);
- a working phone **service** that passes the minimum line speed tests;
- a compatible router (which **we** may have provided as part of **our service** to **you** and depending on what **service package you** have bought from us).

As part of setting up **your** new broadband **service you** may have to install some equipment in **your** home. In this instance **we** will provide **you** with instructions. If, for any reason, **you** have difficulties in following the instructions, please contact **us**. If an engineer is required to visit **your** home or property to install the broadband or any equipment **you** may be charged and installation fee. Once an engineer is booked **you** may still be charged if **you** cancel an engineer visit less than 2 working days before the appointment, or **you** do not provide access for an engineer at an agreed appointment time.

Installation **services** may be provided by an agent on **our** behalf (such as Openreach). **We** will confirm the charges for **your** installation when **you** order. See **our** Price Guide for more details on charges and fees.

NOTE: Broadband **services** may affect performance of any and all of **your** home landline phone **services**. It may result in **you** experiencing a temporary loss of phone **services** whilst installation is being carried out. Please take this into account before making an **order** for Broadband or landline **services**.

Broadband Quality of Service

As a **company we** always aim to provide high-quality **service**, however sometimes **we** may be unable to and instances such as this **we** cannot be responsible for:

- loss of **services** due to circumstances beyond **our** control where **we** have taken all reasonable steps to prevent the loss of **service**;
- slow speeds due to external factors, except where **we** are unable to meet the guaranteed minimum line speed as outlined below;
- any financial loss or damages;
- slow speeds due to multiple users and devices connected to the broadband;
- slow speeds due to spikes in local traffic normally caused by events out of **our** control such as streaming of sporting events.

Broadband Speed Guarantee

When **you** make an **order** for broadband **services** from **us**, **you** will have been provided an estimate of the upload and download line speeds that **you** can expect. These details will also have been provided to **you** within the details of **your order**.

Broadband speeds are expressed as a range and therefore **we** are unable to guarantee any particular speed. This is normally due to external factors affecting the network and are normally outside of **our** control.

Line speeds are measured on the basis of a single user using a wired connection to the router. If **you** are constantly receiving speeds that are below the ranges that have been estimated by **us** then please contact **us**. This will allow **us** to see if there is a fault, and if a fault is found will allow **us** to try and remedy it.

If after **we** have confirmed **we** have attempted to remedy a fault and the speeds are still below the guaranteed minimum line speeds, **we** will continue to investigate for a further 30-day period of time. If **we** are able to repair any fault and the line speed is still below any minimum speed **we you** may cancel the broadband **service** without liability.

Broadband and Internet Security

Security is very important to **us**; **you** are responsible for, and **we** highly recommend that **you** speak to a specialist to ensure **you** have a suitable level of security on any device that **you** may use to connect to the internet or network. This includes items that **you** may simply connect to a wireless network such as a wireless printer. Security will include things such as firewall software and anti-virus software.

We solely provide **you** with the ability to connect to the internet. By using **our services**, **you** accept that **you** are using the internet and **our services** at **your** own risk. **We** have no liability to **you** for anything, which **you** do or have been done to **you** whilst accessing the internet. **We** shall not be liable to **you** for any loss or damage resulting from any virus or other hostile computer programme being introduced during **your** use of the broadband **services**.

By using **our services**, **you** are solely responsible for any liability, risks, or issues.

Home Phone

This section applies for when **you** have **ordered** a Home Phone Line **service** from **us** and covers details about line rental, calling plans, and call features.

Home Phone Service Provide to You

Once **you order** a home phone **service** from **us** **we** will provide **you** with the facility to make and/or receive calls. Depending on what **you** have **ordered** and what home phone **package** **you** have chosen **we** will aim to provide **you** with all the additional features as specified within the **package** **you** chose.

If **you** have requested this, **we** will try to retain **your** existing phone number, but this cannot be guaranteed, and in some instances **we** may have to provide a new phone number to **you**. By **ordering** a home phone **service** from **us** **you** accept this term.

In using the **services**, **you** must comply with **our Acceptable Use Policy**. If **you** use a home phone **service** from **us** and don't pay for **your** calls, signup to a calling plan **package**, or use another **service** to make calls, **we** may decide to:

- charge **you** a higher fee for **your** use of this **service**;
- end **our contract** with **you**; and/or
- disconnect any part of the **service**.

Prior to making an **order** **you** will have been provided with further details of **our** home phone **services**.

Home Phone Installation

While obvious, it is important to note that in **order** to make and receive calls **you** will need suitable equipment, such as a home phone. **We** will not provide this equipment unless **you** have paid additionally for it, or it is part of the **package** that **you** have chosen.

We will carry out a standard installation of a phone line for the connection charge as set out in the **order** details **we** will have provided to **you**. There may be additional charges for installation if:

- construction work is required
- drilling or building work is required
- any phone line or phone needs rewiring or converting.

If there are any additional charges **we** will make **you** aware of these charges prior to any work being undertaken.

When **we** install any equipment or **service** **we** may require a third-party agent to do so. This agent will act on **our** behalf.

Home Phone Quality of Service

As a **company** **we** always aim to provide a very high-quality **service**. Sometimes however, it may not be possible. **We** cannot be held responsible for any of the following:

- geographic, atmospheric, or other conditions or circumstances beyond **our** control;
- an issue with the **service**, which is not isolated to **your** phone line such as a network-wide outage;
- where **we** are unable through no fault of **our** own to carry out any necessary work on **your** property.

Your Rights to Make Changes

If at any point **you** would like to make a change to the product, equipment, or **service you** have **ordered** from **us**, then please contact **us**. **We** will then let **you** know if the change is possible. In any instance where **we** are able to change the **services** or products that **we** provide to **you** then **we** will let **you** know of any changes in price and **service**. If **you** agree with these changes **we** will make those changes to the **services we** provide to **you**.

At no point will changing the **services we** provide to **you** reduce the amount left of the **minimum term**. In some instances, **we** will initiate a new 24-month **minimum term** starting from the date of **your** acceptance of the changes. If **we** are unable to make the changes **you** may wish to end the **contract** early. In this instance specific terms apply, please see the section headed “**Your rights to end the contract**”.

Moving Property

We all move homes at some point. In an instance that **you** want to move **your services** to **your** new property, please contact **us** at least 14 days before **you** move.

When moving home it’s important to note that additional charges may apply, such as installation fees. These fees will be given to **you**, and **you** can ask for them at any point by getting in contact with **us**.

In some circumstances **we** may not be able to provide **your** current **service** to **your** new home and **you** will have to pay early termination charges if **you’re** within **your minimum term**. When **we** can, **we** will always do **our** best to offer another suitable **service**; if **you** accept one of these **services** there will be no termination charges.

When moving home a new 24-month **minimum term** may be initiated.



Your Rights to End the Contract

While **we** would never want to see **you** leave, **you** always have the right to end **your contract** with **us**. **Your** rights when **you** end the **contract** will depend on whether or not there is anything wrong with the products or **services we** provide to **you**, and when **you** decide to end the **contract**:

- If **we** make material changes to the **services** that **we** provide to **you**, **you** may cancel this **contract** within a 30-day period of those changes;
- If **you** are within a cooling off period **you** may be able to cancel this **contract** and receive a refund, but this is subject to the return of any equipment which is unused;
- If **we** are unable to provide **you** with a **service** that meets the guarantee minimum line speed and **we** have attempted to fix the line speed and confirmed to **you we** are unable to get speed.

All other early cancellation reasons may incur an early termination charge. If **we** are not at fault, and **you** are outside of **your** 'cooling off period' **you** can still end the **contract**, but **you** may have to pay **us** compensation. As standard, **our** compensation is 50% of the remaining amount owed to **us** over the remaining **minimum term** of the **contract**. For example, if **you** have 6 months left of the **minimum term contract you** will owe **us** 3 months' worth of **service** charges, line rentals, or fees. If **you** would like to end the **contract** at any point, then please contact **us**. If the **contract** is ended within the **minimum term you** must return any equipment that **you** have not paid for within 14 days.

Cooling Off Period

You have the right to change **your** mind in accordance with the **Consumer Contracts Regulations 2013**. What this means is **you** may cancel **your order** and this **contract** within 14 days after the date **we accept your order**. If **you** cancel within the cooling off period, **you** must:

- pay for any **services** received up to the date that **you** told **us you** wanted to cancel;
- pay any installation, connection, or activation charges associated with the cancelled **service** which will be up to £150;
- return any equipment to **us** (undamaged, in its original packaging and at **your** own cost and risk) within 14 days of **you** telling **us you** want to cancel.

Equipment

We may provide or sell to **you** equipment. In an instance that the equipment is faulty **we** will pay the cost of return. For all other returns **you** will have to pay the cost of return.

Refunds

If **you** are owed a refund at any time **we** will refund **you** the amount excluding any delivery, installation, or booking charges. **We** will attempt to make the refund by the method **you** used for payment.

To end the contract

To end the **contract**, please let **us** know by calling **our** customer **services** team on **0800 211 8113**, or email **us** at hello@billsmart.co.uk

Our Right to Suspend or Change the Services

At any point **we** may suspend, restrict, or disconnect any or all of the **services** if:

- **you** break, or **we** reasonably suspect that **you've** broken, any important term of the **contract**;
- without informing **us** and without arranging another payment method **you** cancel **your** direct debit;
- **you** miss a payment when it is due, and do not make payment within 14 days;
- **you're** abusive and/or threatening;
- **you** do not adhere to **our Acceptable Use Policy**;
- **we** reasonably believe **you** have provided **us** with false or misleading details about **yourself**;
- **you** used the **service** or the equipment for illegal purposes;
- **you** caused a serious complaint about **your** use of the **service** which **we** believe to be genuine;
- **we** suspend or restrict a related **service**;
- **we** believe **your services** have been or are being used fraudulently;

- **we** are required to by the emergency **services** or other government authority; or
- the network breaks down or needs maintenance.

Where **we** suspend, restrict, or disconnect a **service**, the **contract** will continue, and **we** may require **you** to pay **our** reasonable costs for suspending or restricting the **services** and resuming them.

Our Rights to End the Contract

At any point **we** may end the **contract** with **you**, however **we** won't unless there is a reason. **We** may end the **contract** at any time by **writing** to **you**:

- in the event of **your** bankruptcy or death;
- if **we** are no longer providing, or are unable to provide, the **service** (or any part of it) to **you**;
- **you** use **our services** for fraudulent reasons;
- **you** miss any payments.

In an instance where **we** end the **contract** with **you** will at least give **you** 14 days' prior notice so that any issues can be resolved.

General Terms

We have the right to make changes to the **services we** provide to **you** and fees that **we** charge **you**. At any point **we** may change the **services** to;

- reflect changes in relevant laws and regulatory requirements;
- to implement small technical changes and or improvements.

Providing the Services and the Equipment

We may require information from **you** so that **we** can supply the products and **services** to **you**. If **you** do not provide this information in a timely manner then **we** may end the **contract** or make additional charges. At no point are **we** responsible for supplying products late, not supplying the products at all, or not to **your** specification if **you** have not provided **us** with the suitable information **we** need, or **you** miss an appointment, or for any other reason which is a result of **you** not acting in a timely manner.

Equipment

Any equipment provided to **you** for free is **our** equipment. If **you** damage it, or do not return it **you** may be charged the retail value of the item plus a handling fee. The equipment will be **your** responsibility from the time **you** receive it. When **you** make an **order** with **us** that includes any sort of equipment, **you** may be required to be at home to accept it. In an instance that **you** are not at **your** property to receive the equipment from **our** courier, the courier may;

- leave a note stating that the **package** has been left in a secure or safe place, including a neighbour; or
- leave a note advising how to rearrange delivery or collect the products from a local depot.

In an instance that **you** do not re-arrange delivery or collect the equipment from the delivery depot, then **we** may charge **you** for re-delivery or storage of the item. These fees will be reasonable and in line with the fees **we** may incur with redelivering or paying to store the item plus handling fees.

We are not responsible for delays in the delivery of equipment. In an instance that **you** have been given equipment for free, or at a reduced rate, **you** may be charged the full retail price of the equipment plus a reasonable handling fee.

Services

On the **acceptance of the order** and **you** receiving the **service** from **us** **we** will supply the **services** to **you** for the **minimum term**, unless **you** end the **contract** in accordance with these terms and conditions, or **we** end the **contract** by **written** notice to **you** as described within these terms.

At all times **we** will aim to keep **you** updated with installation dates and **service** transfer dates. **We** are not responsible for any delay in the installation or transfer of **your** broadband or phone line, which is outside **our** control. If **you** miss an appointment at any point when an engineer was meant to visit **your** property to install any **service** or equipment **you** may be charged additional costs.

Complaints Procedure

Our complaints procedure explains how **you** can follow up any complaints that **you** do not feel have been resolved. **You** can find **our** complaints procedure on **our** website.

Faulty Equipment

If **you** believe any equipment is faulty **you** must contact **us** so that **we** can run checks on the it. If **we** believe the equipment is faulty **you** must return the faulty equipment to **us** within 14 days. **We** will refund **you** the cost of return up to the value of £10 if **we** do not send **our** own courier to collect. When refunding any cost of return **you** must provide evidence of the cost of return.

If **we** send **you** replacement equipment prior to **you** sending any faulty equipment back, and **you** don't return the faulty equipment within 30 days, **we** may charge **you** the cost of the new equipment.

Price and Payments

1. Subscription and Usage Charges

We will charge **you** a standard monthly fee for the **services**, which is referred to as the ‘**subscription charge**’. In some cases, additional fees linked to how much **you** use the **service** (such as the number of calls **you** make) will also apply.

Details of all charges can be found on **our** website or at **your** request.

2. Billing Frequency

We would normally bill **you** monthly in advance for the subscription charge. In some instances, **we** may bill **you** at other frequencies, but this will have already been arranged with **you**.

Any excess usage charges will be billed after the end of the month in which **you** used the relevant **service** unless there is a delay for any reason and in this instance **you** will be charged for any excess usage charges at a later date.

As a green **company**, **we** will as standard send **you** bills via email. If **you** wish to receive paper bills then please ask. A fee will be charged for paper bills.

At any point throughout **your contract** term VAT may change. In this instance **we** will adjust the rate of VAT on **your** bills.

3. If You Fail to Make a Payment

If, for any reason, **you** don't pay **your** bill **we** may attempt to take the payment again. If **we** haven't tried to take a payment again, or were unable to collect the payment, then **we** will remind **you** that **your** bill is outstanding in **writing** or by any other means. If **we** still don't receive payment after **we** have tried to contact **you** **we** may:

- add a late payment charge to **your** bill;
- suspend providing the **service**;
- ask a debt-collection agency to collect the payment on **our** behalf. It's important to note that if **we** do, **you** will also have to pay the reasonable costs **we** have to pay the agency as part of **your** outstanding charges, the agency will add these charges to **your** debt on **our** behalf.

If any payment method fails and even if **we** managed to collect it by attempting a further payment attempt **we** may add a failed payment charge to **your** next bill.

4. Our Liability to You

We will not be liable for any situation which is outside of **our** control, third party contractors and engineers, line speed, or quality of the **service** **you** receive from **us**. **We're** not liable for any loss or damage, which is due to using or not being able to use any **service**, product, or equipment **we** provide.

We're not liable for any loss or damage caused by viruses or any unauthorised use of, or attempts to access, the product or **your** computer, any loss or corruption of data, or any loss of money.

These terms and conditions are for **our** residential use products only, and therefore the related products are for domestic use only. From time to time, **we** may supply commercial products; this will be made clear within the **order** process. If **you** decide to use the products for any commercial, business, or re-sale purpose **we** will have no liability to **you** for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We do not exclude or limit in any way **our** liability to **you** where it would be unlawful to do so. Such liabilities include the liability for death or personal injury caused by **our** negligence or the negligence of **our** employees; for fraud or fraudulent misrepresentation; for breach of **your** legal rights in relation to the **services** and for defective equipment under the **Consumer Protection Act 1987**.

5. Your Personal Information

This section outlines how **we** will use **your** personal information. Within **our** website or upon request **you** can see the terms of **our** **Privacy Policy** and **Communication Policy**, that outlines use of all data **we** may collect about **you**, including **our** **Cookie Policy**.

Any information **you** provide during the **order** process **we** will use as follows:

- to fulfil **our** obligations and supply the **services** and equipment to **you**;
- to setup and process **your** payment for the **services** and equipment;
- if **you** have agreed by using an opt-in method, to provide **you** with information about products that **we** provide (see **our** communication policy for more information);
- other usages as specified within the Privacy Policy and communication policy.

6. Third Parties May Pass Your Personal Information To

As part of using **our service** **we** may need to run credit checks on **you**. In this instance **we'll** pass **your** personal information to Credit Reference Agencies, and they may perform a credit reference or check.

We may pass your details to any third party, engineer, subcontractor, or agent to fulfil **our** obligations under this **contract**.

For all other uses of **your** personal information, which may not be directly linked with the installation, or provisions of usage of **our services**, please see **our Privacy Policy** and **Communication Policy**.

7. Other Important Terms

At any point **we** may transfer this **contract** to someone else, which includes transferring **our** rights and obligations under these terms to another organisation. **We** will always inform **you** of any transfers and details of any alterations.

You are unable to transfer **your** rights to someone else unless it is with consent from **us**.

No third party or anyone else has any rights under this **contract**, and no other person shall have any rights to enforce any of its terms.

These terms are governed by English law, and **you** can bring legal proceedings in respect of the products in the English courts. If a court finds part of this **contract** illegal, the rest will continue to stay in force.