

Tel: 0845 601 2831 www.solutionsforcomputers.co.uk VAT No.: 980 9553 77

## **ADSL Broadband Terms and Conditions**

Computer Solutions is a reseller of broadband services provided by KCOM plc. This service is no longer offered to new customers.

Computer Solutions contact details are:

Address: Computer Solutions Keasdale Cottage Keasdale Road Carr Bank Milnthorpe Cumbria LA7 7JZ Tel: 0845 601 2831 Web: www.solutionsforcomputers.co.uk

## Services Offered

Computer Solutions offers to supply the broadband services to the customer (you).

#### **Ordering of Services**

Computer Solutions will order the broadband services on behalf of the customer with the details which are provided to them. The customer is responsible to check the information they are providing to Computer Solutions is correct and accurate. Any incorrect information that is provided by the customer to Computer Solutions may delay the order and / or result in additional costs for which the customer is liable for. Any speeds quoted will be estimated and provisional. The actual speed the customer will receive may vary and will depend on a number of factors including but not limited to the length of the cooper cable, age of phone line and distance from the exchange.

## **Terms and Conditions**

Computer Solutions agree to provide the customer with broadband services for a fee.

To avoid any doubt your line rental to BT or another supplier will still be billed for and payable to them.

Computer Solutions will use all reasonable methods to provide the broadband services to the customer without interruption and error free.

The customer acknowledges that Computer Solutions obligations may be carried out on Computer Solutions behalf by a third party.

Computer Solutions will use their records in order to calculate the bill for the customer.

The customer agrees to pay the fees associated with the broadband services to Computer Solutions.

Computer Solutions will issue invoices electronically as a PDF document to the customer's e-mail address provided. The customer must notify Computer Solutions immediately if their e-mail address changes. Invoices shall be deemed as received by the customer upon sending by Computer Solutions.

If the customer would like to receive a postal copy of an invoice an additional fee of £3.00 per invoice will be applied to each invoice sent. Any requests for invoices to be sent by post must be provided in writing and confirmed by Computer Solutions. If this has not been agreed in writing by Computer Solutions then it will not be actioned.

Computer Solutions may change our fees at any time but we aim to give the customer thirty days notice where possible of any changes that we are making.

Computer Solutions may also change any other charges such as those imposed upon us by third parties from time to time. Computer Solutions will aim to let the customer have reasonable notice of any such changes in advances of those changes being made where possible.

These terms and conditions provide the relevant information required for the broadband services that Computer Solutions provide. Wherever possible Computer Solutions will provide the most relevant information in our terms and conditions. The customer is however bound by the full terms and conditions of our suppliers which can be found at: <u>https://www.eclipse.net.uk/legal</u>

Computer Solutions may update and change their terms and conditions from time to time without notice. The customer can find the latest version of these terms and conditions on our website.

# **Faults**

The customer must call Computer Solutions to report a fault with the broadband services.

Computer Solutions is not responsible for any faults on equipment unless it was supplied by Computer Solutions and it is within the warranty period.

Computer Solutions reserves the right to charge a standard hourly rate for all faults found on equipment not supplied by Computer Solutions, outside the warranty period or if Computer Solutions finds no fault.

Computer Solutions may need to report faults onto their suppliers for further tests and investigations. Computer Solutions are not responsible for the time frame or any costs to rectify any faults in this occurrence.

If a BT engineer is required to come out to fix a fault then the customer must make sure that they are available for the BT engineer to visit.

Failure to keep an appointment with BT (without 48 hours notice), finding faults with the customers equipment or not finding a fault on the BT network will make the customer liable to charges imposed on Computer Solutions by BT. These charges range from £100.00 - £250.00 excluding VAT. Computer Solutions will not be informed of these charges until after the BT engineer has visited so it maybe some time after the visit when the charge is passed onto Computer Solutions by BT and then onto the customer. The customer will remain liable for any charges passed onto us by BT until they are settled with Computer Solutions in full.

## Pricing & Package Details

The price for the customers chosen broadband services and package details can be found in the customer's welcome letter along with estimated speeds and what is included with their chosen package.

## **Paying Bills**

Computer Solutions will bill the customer at the rate set out in the welcome letter or updated rates letter whichever is greater. Computer Solutions will charge for the broadband services one month in advanced to them being provided.

The customer must make payment by standing order into Computer Solutions account each month on the anniversary date.

The anniversary date is determined by the activation date of the customer's broadband services.

Bills will be sent by Computer Solutions in an e-mail with a PDF attachment unless otherwise agreed. A postal copy of the bill can be sent out for an additional fee of £3.00 per a bill. The customer must request for a postal invoice in writing to Computer Solutions if this option is required. Computer Solutions must agree to provide a postal copy of the invoice if this request has not been agreed by Computer Solutions then it will not be actioned.

## **Moving Address**

If the customer is planning on moving address they must give Computer Solutions as much notice as possible.

Computer Solutions may charge the customer a fee to move the broadband services to the new address.

## **Cancelling of Service**

If the customer wishes to cancel their broadband services they must give Computer Solutions as much notice as possible.

If the service is not ended the customer will continue to be billed and will remain liable for all the charges until the service is ended.

To cancel the broadband services within the contract period the customer will have to pay the remaining contract length and / or an early termination fee.

All services require a thirty day notice period to be cancelled. This notice period will become valid from the day after which Computer Solutions suppliers acknowledge the cancellation request. Computer Solutions will e-mail the customer confirming that the cancellation request has been acknowledged by their suppliers and the date the broadband services will be charged until. If the customer does not receive an acknowledgement of cancellation e-mail then the broadband services are still active and will still be charged for.

## **Switching Providers**

If the customer wishes to change to a different provider then they will need to request a MAC code from Computer Solutions.

If the MAC code request is within the contract period the customer will have to pay the remaining contract length and / or an early termination fee.

A thirty day notice period still applies for customers wishing to cancel the broadband services in this way. The notice period will begin when the MAC code request has been acknowledged by Computer Solutions suppliers. Computer Solutions will send an e-mail confirmation to the customer with the MAC code and the date which the broadband services will be charged until. If an acknowledgement confirmation is not received by the customer then it will be deemed that the broadband services are still active and therefore still chargeable for.

If the MAC code is not used by the expiry date by the customer then the broadband services will not be cancelled and still be chargeable for.

Any subsequent requests for a MAC code will be considered a new request and therefore the thirty day cancellation notice period will start again for the customer when the request is acknowledged by Computer Solutions suppliers.

If the customer cancels the broadband services altogether or moves to a new provider without using a MAC code then a cease charge fee of £50.00 + VAT will apply and be chargeable to the customer.

Last Updated: 9<sup>th</sup> August 2023

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