

1. Introduction

1.1 These Terms and Conditions (“Agreement”) apply to the supply of broadband connectivity and related communication services by No One Internet Ltd (“we”, “us”, or “our”) to business customers (“you”, “your”).

Our company information is set out at the end of this document.

1.2 By placing an order with us or using our Services, you agree to be bound by this Agreement.

2. Some definitions

2.1 Here are some definitions which are used in this document (all capitalised):

- a) “Add-ons” – additional services we offer such as phone VoIP.
- b) “Content” - all information of whatever kind sent, received or stored via our Service.
- c) “our Equipment” – the equipment we supply you in connection with our Service such as a router or repeater.
- d) “Service(s)” – our broadband service, our Add-Ons and any other services we offer.
- e) “User” – anyone using our Service.

3. What this is all about – introduction to our terms and conditions

3.1 These are our terms and conditions which apply to our Service. We’ve tried to make them user-friendly. Please read them carefully and save a copy as we don’t file a copy specifically for the transaction with you. They’re available in English only.

4. Changing our terms and conditions

4.1 We may change these terms and conditions by giving you at least 30 days' notice by email. If the changes may cause you "material detriment", for example a significant reduction in usage allowance, we will give you the option to exit from this contract without penalty during the notice period.

5. How you order - and forming a contract with us

5.1 Your order constitutes an offer to purchase Services from us.

5.2 A binding contract is formed when we confirm acceptance of your order in writing (which may include email confirmation).

5.3 Any quotation or proposal we issue is valid for 30 days unless stated otherwise and may be withdrawn at any time before acceptance.

6.1 You have the right to cancel this contract within 14 days of placing your order with us. Please see the instructions at the end of this document.

6. Who can use our Service?

6.1 The Service is provided solely for lawful business use within your organisation.

6.2 You must ensure that the Service is not used:

- a) for unlawful, abusive, or fraudulent activity;
- b) in a manner that interferes with the operation of our network or the networks of others; or
- c) to provide connectivity or services to third parties unless expressly agreed in writing.

7. Scope of Service & Customer equipment

7.1 Our broadband and related Services are provided on a wires-only basis. The Service delivers a fixed-line connection to the (Network Termination Equipment) NTE at your premises.

7.2 You are responsible for providing, maintaining, and managing all customer-side or premises equipment (such as routers, switches, or firewalls) required to use the Service and for ensuring that such equipment meets all applicable technical and safety standards.

7.3 We may, at your request, supply and/or configure compatible equipment as a separate, chargeable service. Any equipment we supply becomes your property once paid for in full and is not covered under this Agreement as part of a managed service.

7.4 The Service does not include installation, configuration, or ongoing management of your internal network, Wi-Fi systems, or any other customer infrastructure. Any such work will be treated as a separate, chargeable professional service under our standard rates.

7.5 While we may recommend or configure compatible equipment, we do not guarantee that the Service will operate correctly with any specific hardware or configuration. We are not responsible for any loss, damage, or service interruption arising from the use, failure, misconfiguration, or incompatibility of customer-supplied or customer-owned equipment.

7.6 We are not responsible for the performance, coverage, or reliability of any internal network, cabling, or connected devices beyond the broadband NTE.

8. Acceptable use of our Service

8.1 You shall not use the Service (and shall ensure that your Users do not use the Service) in any way that:

- a) breaches any applicable law, regulation, or code of practice;
- b) involves sending, receiving, storing, or distributing any material which is unlawful, defamatory, threatening, harassing, obscene, discriminatory, offensive, or otherwise inappropriate;
- c) infringes the intellectual property or other rights of any third party;
- d) involves phishing, fraud, or any other deceptive practice;
- e) is intended to disrupt, interfere with, or compromise the security or operation of any network, system, or Service (including denial-of-service attacks, introducing malware, or mass unsolicited communications);
- f) provides or attempts to provide network services to third parties with a view to reselling or competing with our Service;
- g) attempts to gain unauthorised access to any system, data, or Service; or
- h) encourages, assists, or permits any of the above activities.

8.2 You must:

- a) ensure that all use of the Service by your Users complies with this Agreement and our Acceptable Use Policy (if issued);
- b) promptly follow any reasonable instruction or request from us to protect the

integrity, security, or lawful use of the Service; and
c) ensure that all information you supply to us is accurate and kept up to date.

8.3 We may monitor and take reasonable steps (including suspension or restriction of the Service) to prevent or stop any use that, in our reasonable opinion, breaches this clause or poses a risk to our network, other customers, or compliance with applicable law. We may also disclose relevant information to law enforcement or regulatory authorities where required to do so.

9. Your account

9.1 Your account and any associated credentials are non-transferable. You are responsible for maintaining the confidentiality and security of all login details and access credentials provided for your use of the Service.

9.2 You must ensure that only authorised personnel have access to the Service and that they use it in accordance with this agreement. You must notify us immediately if you become aware of any unauthorised access, breach of security, loss, or misuse of credentials.

9.3 You are responsible for all use of the Service made through your account, except to the extent that any misuse arises directly from our negligence or breach of this agreement.

10. Payment

10.1 You agree to pay the fees for our Service in accordance with the price list on our website. Payment is monthly in advance. After the initial minimum period is over, the monthly charge will be the same amount you were paying just before the minimum period ended. (See below under “How long the contract lasts...” for more information about the length of the contract and how to end it.)

10.2 Our phone VoIP charges are set out on the phone tariffs page on our website <https://www.noone.co.uk/landlines>. Please read this carefully and note that this may include:

- a) connection charges for calls to certain numbers;
- b) an unlimited number of calls to certain numbers for a fixed monthly fee; and
- c) fair usage or other restrictions on the length or kinds of calls or on the times during which they can be made or otherwise.

10.3 You authorise us and our payment provider to charge your payment card or bank account for the relevant amounts when payments are due in accordance with this agreement.

10.4 The price you pay for any of our broadband services is the maximum price you will pay throughout the contract period. We will not increase the price you pay for your broadband during your contract period. We may, at the end of your contract period, change our prices by giving you at least 30 days' notice by email. We will give you the option to exit from this contract without penalty during the notice period. If you don't, the new rate will apply from the end of the notice period.

10.5 You must contact us immediately with full details if you dispute any payment.

11. Support

11.1 The Services include support only to the extent specifically provided for within the Services and by the contact methods specifically provided for. We do not guarantee that any specified response times or particular outcome will be achieved.

11.2 Unless otherwise stated, support services are intended only to address configuration and proper use of, or any errors or interruptions arising from, the Service and are only available during normal business hours in England.

11.3 We will not provide support:

- a) for issues relating to any equipment not supplied by us or which are external to the Services; or
- b) if any fees due to us are unpaid.

12. Functioning of our Service

12.1 We do not guarantee that the Service will be uninterrupted or error-free. We are entitled, without notice and without liability (a) to suspend the Service for repair, maintenance, improvement or other technical reason and (b) to make changes to the Service so long as these don't have a seriously adverse effect on the Service.

12.2 You acknowledge that technology is not always secure and you accept the risks inherent in use of the Internet or other technology for the purpose of the Service.

13. How long the contract lasts; ending/suspending it and early termination fees

13.1 The Contract will commence on the date we confirm acceptance of your order (“Start Date”) and will continue for the minimum period agreed in your Order Form or Proposal (for example 12 or 24 months) (“Minimum Term”).

13.2 Unless otherwise agreed in writing, at the end of the Minimum Term the Contract will automatically continue on a rolling monthly basis unless and until either party gives the other at least 30 days’ written notice to terminate.

13.3 You may terminate the Contract before the end of the Minimum Term by giving us written notice, but you will be liable to pay an early termination charge equal to the remaining charges for the balance of the Minimum Term, less any direct costs we save by no longer providing the Service. Early termination charges are immediately payable upon termination and are subject to VAT.

13.4 We may suspend or terminate all or part of the Service immediately if:

- a) you become insolvent, enter administration, or are subject to winding-up proceedings;
- b) you fail to pay any undisputed fees when due;
- c) you commit a material breach of this Contract and (if capable of remedy) fail to remedy it within 14 days of written notice;
- d) you misuse the Service or use it in a way that breaches law, regulation, or our Acceptable Use Policy;
- e) acting reasonably, we believe suspension is necessary to protect the integrity or security of the network or to comply with a legal or regulatory requirement; or
- f) you or your representatives act abusively or unlawfully towards our staff.

13.5 If the Service is suspended due to your fault, you will remain responsible for all applicable charges during the suspension period and for any reasonable reconnection or reinstatement fees.

13.6 We may terminate the Contract on written notice if continuing to supply the Service becomes impractical or uneconomic due to regulatory change, supplier withdrawal, or other circumstances beyond our reasonable control.

13.7 On termination of the Contract for any reason:

- a) your right to use the Service ends immediately;
- b) any outstanding sums become immediately due and payable;
- c) any equipment supplied by us under a separate sale agreement remains your responsibility;
- d) termination will not affect either party's accrued rights or obligations; and
- e) clauses which are intended to survive termination will continue in full force and effect.

14. Restrictions on our legal responsibility – very important

14.1 Nothing in this Agreement limits or excludes either party's liability for:

- a) death or personal injury caused by its negligence;
- b) fraud or fraudulent misrepresentation; or
- c) any other liability which cannot lawfully be excluded or limited.

14.2 Except as stated in clause 15.1, we shall not be liable to you (whether in contract, tort, negligence, breach of statutory duty or otherwise) for:

- a) any loss of profit, revenue, business, goodwill, anticipated savings or data;
 - b) any business interruption or loss of opportunity; or
 - c) any indirect, special, or consequential loss or damage,
- even if such loss was foreseeable or we were advised of the possibility of it.

14.3 Subject to clause 15.1, our total aggregate liability to you for all claims arising under or in connection with this Agreement (whether in contract, tort, negligence or otherwise) shall not exceed the total charges paid by you for the Service in the twelve (12) months immediately preceding the event giving rise to the claim.

14.4 You are responsible for any loss or damage we suffer arising from your breach of this Agreement or misuse of the Service, except to the extent that we have failed to take reasonable steps to mitigate such loss.

15. Intellectual property rights

15.1 The intellectual property rights in all software or other material used on or in connection with our Service are owned by us or by our partners or suppliers. You may only use such material so far as reasonably necessary to use our Services.

16. Privacy

16.1 You acknowledge and agree that we may process your personal information in accordance with the terms of our <https://www.noone.co.uk/privacy-policy> which is subject to change from time to time.

17. Events outside our control

17.1 We are not liable for failure to perform or delay in performing any obligation under this agreement if the failure or delay is caused by any circumstances beyond our reasonable control including third party telecommunication failures and epidemics/pandemics.

18. Transfer

18.1 We may transfer all or part of our rights or duties under this agreement provided we take reasonable steps to ensure that your rights under this agreement are not prejudiced. As this agreement is personal to you, you may not transfer any of your rights or duties under it without our prior written consent.

19. English law

19.1 This Agreement and any dispute or claim arising out of or in connection with it (including any non-contractual dispute or claim) shall be governed by and construed in accordance with the laws of England and Wales.

19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

19.3 The parties will use reasonable efforts to resolve any dispute through good faith discussions between senior representatives before commencing legal proceedings.

20. General but important stuff

20.1 Notices under this Agreement may be sent by email to the most recent business email address provided by each party. Notices shall be deemed received on the day of transmission if sent during normal business hours in England, or on the next business day if sent outside those hours.

20.2 Headings are for convenience only and shall not affect interpretation. A failure or delay by either party to exercise any right or remedy under this Agreement shall not constitute a waiver of that or any other right or remedy.

20.3 If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20.4 Nothing in this Agreement creates any partnership, joint venture, or employment relationship between the parties. Each party is acting solely as an independent contractor.

20.5 A person who is not a party to this Agreement has no right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

21. Complaints

21.1 We aim to deliver a professional and reliable service at all times. If you are dissatisfied with any aspect of our Service, please contact us so that we can investigate and resolve the issue promptly.

21.2 Complaints should be submitted in writing to:

Email: contact@noone.co.uk

Post: No One Internet Ltd, Basepoint, Pine Grove, Crowborough, East Sussex, TN6 1DH

Telephone: 03333 440 630

21.3 We will acknowledge your complaint within two (2) working days and aim to provide a substantive response within ten (10) working days. Complex matters may take longer, in which case we will keep you informed of progress.

21.4 If you are not satisfied with the initial response, you may request that the matter be escalated to a senior manager or director for further review. Our decision following this escalation will be final.

21.5 These procedures are intended for business customers and therefore do not include consumer alternative dispute resolution schemes such as Ombudsman Services.

22. Data Protection

22.1 Both parties shall comply with all applicable data protection legislation, including the UK GDPR and the Data Protection Act 2018.

22.2 Each party acts as an independent data controller unless otherwise agreed in writing. Where we process any personal data on your behalf, such processing will be subject to a separate data processing agreement.

22.3 Our Privacy Policy, available at <https://www.noone.co.uk/privacy-policy>, sets out how we handle personal data.

23. Company information

Company name: No One Internet Ltd

Country of incorporation: England

Registered number: 13050809

Registered office: Archer House, Britland Estate, Northbourne Road, Eastbourne, BN22 8PW

Main trading address: Basepoint, Pine Grove, Crowborough, TN6 1DH

Contact email address: contact@noone.co.uk