

# Terms and Conditions

Updated: JUL/2015

## 1. Introduction

1.1 TenTel offers telecommunication services including provision of telephony and broadband Services ("the Service" or "Services") for residential purposes only. "TenTel" is a trading name of TenTel Limited, a company registered in Scotland (Company Number SC452994) with the registered office at Caledonian Exchange, 19A Canning Street, Edinburgh, EH3 8HE.

1.2 By using this Website and/or registering for Services You agree to be bound by the terms and conditions set out below. If You do not agree to be bound these terms and conditions hereunder; please do not use or access this Website. You must read and accept all of the terms and conditions contained herein before You may use or access the Website in any way.

1.3 These terms and conditions constitute the entire terms and conditions upon which TenTel provides the Service and upon which the User agrees to contract for the use of the Service except where specifically varied by written agreement by TenTel on the Registration Confirmation. They supersede any written or oral representations, statements, understandings or agreements.

1.4 From time to time, it will be necessary to update the terms and conditions and You agree to be bound by the new terms and conditions after the implementation date for the revised terms and conditions.

## Definitions

In this Agreement:-

"Additional Usage" means the usage including telephone calls and data usage in excess of the agreed Customer package.

"Advance Service" means the packaged service provided by TenTel including varying usage levels charged at differing rates and paid for 12 months in advance, as set out on the Website.

"Agreement" means these terms and conditions together with the Customer's registration as confirmed in TenTel's Registration Confirmation.

"Client Usage Policy" means the usage first agreed and subject to amendment after the Service has commenced based on the actual usage and capacity subject to an adjustment in price for the actual capacity used by the client. Any change to the Customer's package is subject to the Customer being notified, and the changes made for the following months billing.

“Complaints Process” means the process TenTel follow to deal with all Customer complaints. The TenTel Complaints Policy is available on the Website.

“Completed Registration” means a successful registration via the Website.

“Contract” means the minimum term commitment chosen by the Customer at the point of Order.

“Customer” means consumer or individual User who registers and contracts for the Service.

“Customer Information” means the information required by TenTel to allow us to deliver services.

“Customer Package” means the packaged service provided by TenTel including varying usage levels charged at differing rates, as set out on the Website.

“Debit and Credit Card Services” means the credit and debit card payment services option offered to TenTel Customers through 3rd parties subject to their terms and conditions.

“Dongle” means the wireless device issued by TenTel; at the discretion of TenTel in the event there’s a delay to the installation of service.

“Fibre Service” means the fibre service set out in clause 13.

“Information” means any and all material contained in this Website.

“Initial Payment” means the initial estimated payment made by the Customer and applied to the Customer’s account as a credit; representing the initial usage until the first direct debit payment is taken by TenTel calculated on the basis of the actual service usage.

“Intellectual Property” means any patent, invention, copyright, database right, registered or unregistered design, trademark belong to The Software (whether registered or unregistered), trade name, logo, trade secrets, know-how or other industrial or intellectual property right subsisting anywhere in the world, and applications for any of the foregoing, together with the goodwill thereon.

“Live Date” means the date TenTel services go live; this date cannot be guaranteed by TenTel.

“Order Confirmation” means the email or letter acceptance sent by TenTel following receipt of the Client’s Order.

“Postal Service” means the alternative means of contracting and communicating with TenTel for Customers without internet access.

“Product” or “Products” means any IT or telephony Hardware supplied by TenTel.

“Rate Card and Charges” means the rate card and charges that records the official charges for TenTel Services accessible through the website.

“Registration Confirmation” means the email acceptance sent by TenTel following receipt of the Customer’s registration.

“Router” means the data router provided by TenTel as part of the Service and owned by TenTel, excluding upgraded data routers purchased by the Customer.

“Share with a Friend” means the Customer introducing TenTel Services to another potential User, as described on the Website and accessed via the ‘Share’ button (subject to either Facebook or Twitter terms and conditions).

“Site visit” means the Customer requires an engineer to visit their home, all resulting work which is carried out in the Customers home (in-house work) including fault fixing and installation of service being chargeable to the Customer.

“Smart Debit” means the 3rd party partner company who facilitates the service including taking payment, subject to their terms and conditions at <http://www.smartdebit.co.uk>.

“TenTel Dashboard” means the personalised customer facing web interface that allows the Customer to order services including moving services, technical support, service upgrades and requests for customer service support hosted on the TenTel Website.

“the User” and “You” means anyone who uses this Website.

“the Website” means the TenTel website operating under the domain name of this website.

“Usage” means outgoing telephone calls made using a TenTel telephone line and data usage.

“Usage facility” means the facility for the Customer to make outgoing telephone calls using a TenTel telephone line and data usage.

“Working Hours” means availability for support during standard opening hours as published on the TenTel website.

## **2. Service Provision**

2.1 TenTel will provide a Registration Confirmation for all registrations placed but reserves the right to accept or reject any registration at its sole discretion.

2.2 TenTel will use all reasonable endeavours to provide the Service as described on the Website. Due to the nature of such Services, the Live Date will not be the essence of the contract.

2.3 TenTel may at any time amend the Service for any reason including, but not limited to, technical, legal or business reasons.

2.4 TenTel provides email Customer support. Full details of which are available at [www.tentel.co.uk/contact-us/](http://www.tentel.co.uk/contact-us/).

2.5 The Customer will only have access to TenTel Services when Services go live, “Live Date”.

2.6 TenTel will not act counter to any OFCOM regulation or any legislation relevant to TenTel providing services to the Customer.

2.7 TenTel reserves the right to change a Customer Package in line with Customer’s service usage patterns; actual changes would not take place until next billing period; subject to our Customer Usage Policy.

2.8 TenTel reserves the right to issue a Dongle to the Customer in the event of delay to Services; at the sole discretion of TenTel. The Customer is bound by these additional conditions on accepting to use the Dongle;

2.8.1 The Customer is responsible for the Dongle while within the Customer’s possession. In the event the Dongle is damaged, the Customer will be liable.

2.8.2 TenTel is not responsible for the quality of the network coverage when using the Dongle.

2.8.3 TenTel is not responsible for any technical issues arising from using the Dongle.

### 3. Proprietary Rights

3.1 All Intellectual Property Rights in the materials on this Website (as well as the organisation and layout of this Website) together with the underlying software code are owned by, licensed or authorised to TenTel, its assignees, licensees or sub-licensees thereof and the copyright in the text, artwork, graphics and images on the Website is owned by TenTel Ltd or its licensors or its content or technology providers except where otherwise specified. Nothing in these terms and conditions transfers to You any rights of ownership of such intellectual property rights, or constitutes a licence to use such intellectual property rights other than to the extent expressly set out in these terms and conditions. Without TenTel's prior written permission, You may not copy, modify, alter, publish, broadcast, distribute, sell or transfer any material on this Website or the underlying software code whether in whole or in part. However, the contents of this Website may be downloaded, printed or copied for your personal non-commercial use or some of the website shared through 'Facebook and Twitter' button on the Website.

### 4. Basis of Use of the Website

4.1 You agree to the following:-

4.1.1 That You are aged 18 or over and are legally capable of entering into binding contracts;

4.1.2 That You understand, acknowledge and accept the exclusion of liability and disclaimer provisions contained hereafter;

4.1.3 That You will only view the Information on the Website for your own private purpose and will not publish, reproduce, store or retransmit any of the Information contained in the at any time; unless through 'Share with a Friend' more fully described on the Website.

4.1.4 That You shall not use the Information for any unlawful purpose or in any unlawful manner.

4.1.5 That You shall not use the Website or the Information in any manner which may constitute an infringement of any 3rd party rights (including but not limited to rights of copyright, trademark or confidentiality);

4.1.6 That You shall not run any tools – other than those tools provided by TenTel on the Website that systematically retrieve web pages for offline or online viewing; whether it be for personal, commercial, experimental, educational or any other use;

4.1.7 That all intellectual property rights (including without limitation copyright, trademarks and all other rights) whatsoever in the Information and the Website shall remain vested in TenTel at all times;

4.1.8 That You will indemnify and keep indemnified TenTel against all claims, liabilities, damages, costs and expenses including legal fees arising out of any misuse of the Information or the Website or breach of your obligations under his agreement.

4.2 The User agrees that in respect of the TenTel sharing feature, TenTel reserve the right to amend this limit stated therein from time to time.

## 5. Order Process

5.1 Orders will be placed electronically as outlined in Clauses 6.1 and 6.2, however an Order may be placed by telephone by calling 03330 112 321. In the event the Customer has no access to internet services, TenTel will take the Order over the telephone and issue the terms and conditions via the Postal Service.

5.2 Where an Order is placed orally or in the event of any dispute as to the Order, the Order Confirmation shall be deemed as the authoritative Order.

5.3 No Agreement in respect of any Order shall exist between us and you until your Order has been accepted by us by means of an Order Confirmation (whether or not funds have been deducted from your account). If we do not accept your offer and funds have already been deducted, these will be fully refunded.

5.4 Please note with regard to any telephone calls between us, we record all telephone conversations to assist with training and to ensure the best service is being provided.

## 6. Customer Obligations

6.1 No Agreement in respect of any Services shall exist between us and you until your Order has been accepted by us by means of an Order Confirmation (whether or not funds have been deducted from your account). If we do not accept your offer and funds have already been deducted, these will be fully refunded.

6.2 In the case of Orders being submitted electronically via the Website. To do so, you will be required to follow the online registration process. When doing so, you will be required to register with us and complete certain required fields on a form. This may include the provision of security information such as your identification details and password(s). You agree that you will be responsible for ensuring that such security information is kept secure and confidential at all times. You must inform us immediately if you become aware of or suspect any unauthorised use of these security details or if they become available to an unauthorised party.

6.3 By registering, you hereby warrant that all information submitted by you is true, current and complete. TenTel Ltd reserves the right to verify the eligibility of all Customers.

6.4 The Customer shall pay the charges for the Service in accordance with clauses 7, 8 and 9 below.

6.5 Without prejudice to its rights in terms of Clause 12 hereof, TenTel is entitled to suspend or terminate the Customer's use of the Service if the Customer fails to comply with any of its obligations under clauses 4, 6 and, 9 herein.

6.6 The Customer agrees to provide TenTel with all necessary information required as stated in the Website, this includes all relevant information necessary for TenTel to adhere with OFCOM regulations and all relevant legislation.

6.7 The Customer must be aware that their use of our Service may be accompanied by the use of advertising on the Website. The advertising facility is an inherent part of the Service offering.

6.8 The Customer must not reset any Product unless instructed by TenTel.

6.9 The Customer is responsible for the number of IT devices run off the TenTel Product; TenTel cannot be held responsible for device or network performance or compatibility issues with regard to this issue.

6.10 The Customer undertakes to provide full cooperation with regard to pre-checking all TenTel products during fault reporting.

6.11 At the end of the contract unless otherwise agreed the Customer will be instructed to return the router to TenTel at the below address. Non return will incur charges as recorded in the rates and charges section of the Website.

## **7. Contract**

7.1 The length of the Customer's Contract will be chosen by the Customer at the time the Order is placed and will be detailed in the Order Confirmation.

7.2 The Contract will start on the Live Date, irrespective of the date the Order is placed.

7.3 The Contract applies to all Services chosen by the Customer at the point of Order.

7.4 If the Customer contracts for a 30 day period must offer TenTel 30 days' notice in writing to terminate Services. The customer will be charged for 30 days' service irrespective of the actual Services used.

7.5 For all Contract lengths other than 30 days, in the event that the Customer elects to cancel the Services before the end of the Contract, the Customer will be required to pay the full remaining charges for the Services up to the end of the Contract.

7.6 At the end of the Contract, TenTel will continue to provide the Services on a 30 day rolling contract. At this point, the Customer must provide TenTel with 30 days' notice in writing to terminate the Services. The Customer will be charged for 30 days' service irrespective of the actual Services used.

7.7 Where a Customer requests that their Services are transferred to a different address, the Contract term will restart, with the new Contract start date being the day the Services go live at the new property.

## **8. Service Charges**

8.1 Charges for the Service shall be based upon the Customer paying the Initial Payment for the Service in advance based on an agreed usage package.

8.2 The Customer will be charged for the usage of any TenTel Services via Direct Debit. The recurring monthly Customer Package will be billed in advance and any Additional Usage will be calculated and billed retrospectively the following month.

8.3 The recurring monthly charges shall be those stated on the Website and confirmed in the Confirmation provided to the Customer.

8.4 No Service will commence until payment has been received.

8.5 Charges for engineer visits (Site Visit) will be pre-authorised via credit card or debit card in advance of the visit being arranged and the payment debited after the engineer has visited if deemed as chargeable. Any missed appointment shall be chargeable to the customer. All applicable charges are set out on our rates and charges and can be accessible via the Website.

8.6 TenTel reserves the right to change prices or institute new charges for use of the Service at any time by posting changes on the Website and by providing 30 days' notice in respect of existing Customers.

8.7 TenTel will suspend the Usage Facility with the exception of the Customers ability to dial 999 services:

8.7.1 Within 3 days of the Customer missing a direct debit payment; and/or

8.7.2 Immediately if in the reasonable view of TenTel, the Customer's Usage is unusually high or otherwise gives rise to concern.

8.8 If the payment is not received; TenTel reserves the right to charge an admin fee (as stated on the Website) as a result of a missed payment, will be added to the following month's bill payable by the Customer prior to re-instatement of Services. TenTel will also limit use of services and in the event the payment has not been made by the Customer, TenTel reserves the right to suspend Services.

8.9 TenTel will not be liable for any bank charges incurred by the Customer as a result of any missed payments.

8.10 TenTel reserves the right to cancel the Service if any payment has not been received within 30 days of the date due. We also reserve the right to pass your Customer Agreement to a reputable debt recovery agency and you shall reimburse us on demand for all costs, expenses and losses associated therewith (including lost profit) or enter the small claims process to recover payments due if necessary

## **9. Payment of Service Charges**

9.1 Prices include VAT which shall be added and charged at the prevailing rate. We accept payment in British pounds sterling only.

9.2 The Agreement is based upon the Customer paying in full the initial payment in advance of our acceptance of the Customer's Order, prior to the Service commencing, through our Debit and Credit Card Services.

9.3 Customers in the UK will have the option of payment by direct debit through our approved 3rd party payment processor, with payments to be debited on the 3rd or 20th of the month thereafter. The Customer will also have an option to pay the full 12 months upfront.

9.4 You confirm that the credit/debit card that is being used is yours. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your card refuses to authorise payment we will not accept your Order and we will not be liable for any delay or non-delivery and we are not obliged to inform you of the reason for the refusal. We are not responsible for your card issuer or bank charging you as a result of our processing of your credit/debit card payment in accordance with your Order Confirmation.

9.5 Where payments have lapsed for any reason, there will be an admin fee charged to you at the discretion of TenTel.

9.6 The Customer will be provided with the invoice via a link by email or through the account section of the Website. In the event the Customer requires a paper bill, TenTel will charge a fixed fee for this Service, as stated on the Website.

9.7 The Customer shall not be entitled by reason of any set-off, counter-claim, abatement, or other deduction to withhold payment of any amount due to TenTel. All payments made are non-refundable.

## **10. Technical Support**

10.1 The Customer is encouraged to contact us within Working Hours. Contact details can be found at [www.tentel.co.uk/contact-us/](http://www.tentel.co.uk/contact-us/)

10.2 TenTel will only take instruction from the person named on the account (registered on the Website).

10.3 Unless otherwise agreed where you have contracted as a Customer and you have also contracted for technical support (as set out in the Order Confirmation), we will for the duration of this Agreement:



10.3.1 Endeavour to achieve a response time of 2 hours unless otherwise agreed in the Order Confirmation (time not being of the essence); however the response time may alter if a technical issue is more complex. The Technical Support will be generally available during Working Hours.

10.3.2 The fix time will depend upon the complexity of the Customer issue, however we will endeavour to resolve the problem as soon as is necessary (time not being of the essence).

10.4 Provided that we shall not be required to provide Technical Support or shall (at our sole discretion) be entitled to provide a Technical Support only as we may agree with you, where a defect has arisen and/or support is required as a result of you or a third party altering, modifying or in any altering the System.

10.5 TenTel can provide an engineer to conduct a Site Visit to the Customer's home at the Customer's cost.

10.6 Charges for engineer visits (Site Visit) will be pre-authorized via credit card or debit card in advance of the visit being arranged and the payment debited after the engineer has visited if deemed as chargeable. Any missed appointment shall be chargeable to the customer. All applicable charges are set out on our rates and charges and can be accessible via our website at [www.tentel.co.uk](http://www.tentel.co.uk)

10.7 Subject to the above clauses and due to the nature of the Services to be provided, no refund is offered by TenTel regarding engineer's visits.

## **11. Cancellation (Customer Purchases)**

11.1 Because you are purchasing as a consumer, you may cancel your Order with us for the Service you order at any time up to the end of the fourteenth day after the receipt of the Order Confirmation. You do not need to give us any reason for cancelling your Order nor will you have to pay any penalty.

11.2 To cancel your Order, please provide us with written notice by post to or emailing [hello@TenTel.co.uk](mailto:hello@TenTel.co.uk) in each case within the statutory cooling-off period and giving details of the items ordered, and (where appropriate) their delivery date.

11.3 If you have received the Products before you cancel your Order then you must send the Products back to our contact address at your own cost within 14 days of notifying us of your cancellation. Where you fail to return the Product to us, we shall be entitled to charge you for the reasonable costs of collecting the Product from you. We reserve the right to deduct such costs from any refund due to you. The Product must be unused, in its original packing and in a saleable condition.

11.4 Once you have notified us that you are cancelling your Order, any sum debited to us from your credit card will be credited to your account as soon as possible and in any event within 14 days of your Order, provided that the Products in question are returned by you and received by us in a reasonable condition. If you do not return the Products delivered to you, including the TenTel Router and any other associated equipment provided to you by TenTel, or do not pay the costs of delivery, we shall be entitled to deduct the direct costs of recovering the Products from the amount to be credited to you.

11.5 In the event the Customer cancels the Order before the Live Date, but after the fourteenth day as outlined in Clause 11.1, the Customer will incur a cancellation charge as set out in the Rate Card and Charges.

11.6 If we are unable to contact the Customer to progress the Order within fourteen days of the date the Order is placed the Customer will be deemed to have cancelled their Order and Clause 11.5 will apply.



## 12. Cancellation by Us

12.1 TenTel shall be entitled to suspend the Service in accordance with clause 6.5.

12.2 Without prejudice to any other rights to which it may be entitled, TenTel may terminate provision or use of the Service respectively with immediate effect if the Customer commits any material breach of any of the terms of this Agreement.

12.3 In the event you do not agree to our terms and conditions online or return a signed copy of the terms and conditions within 60 days from the date of contract, TenTel will deduct the cost of the router by direct debit along with any outstanding charges and Additional usage.

12.4 TenTel will not tolerate Users being rude or offensive or otherwise abusing the 'TenTel' Service in any way and reserves the right to terminate the Service with immediate effect as a result of such behaviour (at TenTel's discretion).

12.5 If TenTel cancels the Service in accordance with Clause 8.10, notwithstanding that the Services will no longer be provided, the Customer will be required to immediately pay for the full remaining charges to the end of the Contract.

## 13. Delivery

13.1 Completed Orders will be sent to the delivery address that you have given on your order form. We cannot be held responsible if that delivery address is incorrect or incomplete. Please note that we do not deliver to PO boxes.

13.2 TenTel's times of delivery will be agreed with the Customer following our acceptance of the Order.

13.3 TenTel shall bear all risk in respect of consignments until delivered to the Customer. Once a Completed Order has been delivered by us, all risk of damage to, or loss of, the products shall pass to you.

13.4 We reserve the right to use 3rd party companies to deliver Products.

13.5 Delivery dates are approximate only and not an essential term of the Agreement, TenTel shall have no liability in respect of delay in delivery to the Customer.

13.6 Notification of damage, delay or loss of Products in transit or of non-delivery must be given in writing to TenTel and the carrier within seven clear days of delivery (or, in the case of non-delivery, within fourteen days of notification of despatch of the Products) and any claim in respect thereof must be made in writing to TenTel and the carrier within seven clear days of delivery (or in the case of non-delivery, within fourteen days of notification of despatch). All other claims must be made in writing to TenTel within fourteen days of delivery. TenTel shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as possible.

13.7 Should TenTel a) not receive delivery instructions or b) be unable through no fault of TenTel to effect delivery within fourteen days after notification to the Customer that items are ready for despatch, the Customer shall take delivery or arrange for storage. Should the Customer fail to take delivery or arrange for storage, we shall be entitled to arrange storage either at our own works or elsewhere on your behalf and all charges for storage, for insurance or for demurrage shall be payable by you.

## 14. Fibre

14.1 All Fibre Services offered by TenTel will only be provisioned where there are suitable facilities to do so at the Customer's local telephone exchange and the Customer is in a fibre enabled area.

14.2 All speeds quoted are on an 'up to' basis and are fully dependent on the conditions of the Customer's equipment both inside and outside the property.

14.3 When purchasing a Fibre Service, the Customer agrees to enter an 18 month contract.

14.4 In the event the Customer elects to cancel their Fibre Service before the end of the 18 month period, the Customer will be required to pay the full remaining balance.

14.5 Where a Customer requests that their Fibre Services are transferred to a different address, a home mover fee will be charged and a new 18 month contract term will apply. Full details on current charges can be found on the rates and charges section of the Website.

14.6 At the end of the 18 month contract, TenTel will continue to provide the Services on a 30 day rolling contract. At this point, the Customer must provide TenTel with 30 days' notice in writing to terminate the Services. The Customer will be charged for 30 days' service irrespective of the actual Services used.

## 15. Advance

15.1 By purchasing any Advance Service you are entering into a 12 month contract.

15.2 All Advance Services are charged in advance of service delivery and the Customer will be required to pay the full balance prior to the service being provisioned.

15.3 Additional Usage will be billed retrospectively each month and collected by direct debit.

15.4 In the event the Customer elects to cancel their services before the end of the minimum contract term, the Customer will not be eligible for a refund.

15.5 At the end of the 12 month contract, TenTel will continue to provide the Services on a 30 day rolling contract. At this point, the Customer must provide TenTel with 30 days' notice in writing to terminate the Services. The Customer will be charged for 30 days' service irrespective of the actual Services used.

## 16. Changes

16.1 Should the Customer require a change in the nature, scope or timing of the Service or in or any other aspect of this Agreement, such change shall be requested in writing. TenTel shall advise the Customer of the effects including any increase in the Service charges which may result and the Agreement shall be modified to reflect such changes including to the Service charge and/or duration which may be agreed.

## 17. Returns and Inspection

17.1 We do not offer refunds except in the case of TenTel being at fault resulting in delivery of an incorrect Product or the Product delivered in a damaged or faulty condition.

17.2 It is the Customer's responsibility to inspect and check the received goods or part thereof as soon as reasonably practicable after delivery and in any event, not more than seven (7) days after delivery to ensure that the Products conform to the confirmed Order.

In circumstances where you consider that the received goods do not conform with the confirmed Order, it is the responsibility of the Customer to return the goods to TenTel in their original packaging, carriage being payable by you.

17.3 TenTel shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the Customer proves (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as possible.

17.4 As a consumer you have a right to reject any Product you receive within a period of 30 days from receipt providing it has been unused and is in its original packaging. If a Product is faulty, we may offer a repair, exchange or refund as appropriate in accordance with your consumer rights. If you require more information on this, please contact us by email at [hello@TenTel.co.uk](mailto:hello@TenTel.co.uk) or call us.

17.5 Within seven (7) days from receipt of any returned goods, TenTel will conduct a quality inspection and test of the Product (s) and if corrective action is required, will replace or refund the products at the Customer's election and where we will then re-issue the Products in question and forward it to you at no extra cost. Where a refund is due we will refund any monies to you within a maximum of 14 days of our receipt of the returned Product(s).

17.6 Due to the nature of TenTel's Services, the Customer must provide photographic evidence regarding the return of damaged products.

## **18. Disclaimer and Limitation of Liability**

18.1 The Customer uses the Service at its own risk and in no event shall TenTel be liable to the Customer for any direct, consequential, incidental or special damage or loss of any kind (except personal injury or death resulting from TenTel's negligence) including, but not limited to, loss of profits, loss of contracts, change in Customer's business circumstances, business interruptions, loss of money, the Customer's identity theft, brand damage, loss of or corruption of data or the Customer's inability to use the Service, however caused and whether arising under contract or tort, including negligence or otherwise except as expressly provided herein.

18.2 If any exclusion, disclaimer or other provision contained in this Agreement is held to be invalid for any reason by a court of competent jurisdiction and TenTel becomes liable thereby for loss or damage that may lawfully be limited, such liability whether in contract, tort (including negligence but specifically excluding personal injury or death resulting from TenTel's negligence) or otherwise, will not exceed the total charges paid by the Customer in the one month preceding such liability arising.

18.3 The Customer must make every effort to secure their username, passwords and key phrase details and should not under any circumstance disclose their username and password and key phrase details to a 3rd party or by an email request. TenTel, nor its directors, employees or representatives will be liable for damages arising out of or in connection with the use of this Website or information, content, materials or products included on this Website. This is a comprehensive limitation of liability that applies to all damages of any kind.

18.4 It is the Customer's responsibility to maintain updated browser, firewall or anti-virus and anti-spyware software. The Customer must protect their Computer and ensure they update all security software by downloading the latest security patches from relevant software provider.

18.5 TenTel cannot guarantee 100% uptime and endeavours to provide Services as described on the Site.

18.6 TenTel is not responsible for any compatibility issues or any performance issues with regards to the number of customer devices connected to the Router.

18.7 The Customer must not reset the Router as it is configured by TenTel before being dispatched to the Customer. The Customer will be liable for an additional cost for re-configuring the Router and/or re-issuing a new Router, as set out the rates and charges section of the Website.

18.8 TenTel is not responsible for the performance of the Service due to the distance of the Customer's address from the local telephone exchange.

## **19. Warranties**

19.1 All Products supplied by TenTel includes a one year manufacturer's warranty (excluding IT accessories or consumables which are not guaranteed) which commences on the day on which the Product is delivered. We shall assign the remaining period of the manufacturer's warranty to you with effect from the installation date and, to the extent that we cannot assign the manufacturer's warranty to you for any particular item, we will hold it in trust for your benefit. Such warranty shall be invalidated if you or a third party tamper with or work on the Products in any way or if:

19.1.1 The Customer has failed to communicate to TenTel any change in installation arrangements that may affect the Product.

19.1.2 Any maintenance requirements relating to the Product has not been complied with;

19.1.3 Any instructions as to maintenance or care of the Product have not been complied with in all respects.

19.2 For the avoidance of doubt we shall not be responsible nor liable for any compatibility issues relating to any Products not supplied by us where we were not consulted or where we were consulted but our advice was not heeded and acted upon.

19.3 Products (not supplied by TenTel) are not covered by the Technical Support Service, TenTel being the sole arbiter of this issue.

19.4 In the event that the Products are not performing to the manufacturers guaranteed specifications, the product will be inspected and the issue referred to the manufacturer subject to the manufacturer's terms and conditions. However we will replace the Product within a 7 day period.

19.5 The Inspection of the Products is free of charge to the Customer if any fault lies with TenTel. However should the Inspection reveal that any Product is changed or altered in any way, the Customer is due to pay the cost of the Inspection plus any cost required to amend the issue.

19.6 Following delivery of the Router and the initial payment having been made to TenTel, should the Router subsequently either suffer damage or require repair not covered by the Warranty or by the technical support service, the Customer will be liable for the value of the Router.

## **20. Force Majeure**

20.1 TenTel shall not be liable to the Customer or be deemed to be in breach of the Agreement by reason of delay in performing, or any failure to perform, any of our obligations in relation to the Service, if the delay or failure was beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control: act of god, act of terrorism, explosion,

flood, tempest, fire or accident; weather, war or threat of war, sabotage, pandemic flu or virus, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures or any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions, power cuts or trade disputes (whether involving our employees or of a 3rd party); or difficulties in obtaining the System, labour, fuel, parts or machinery.

20.2 TenTel cannot be held responsible or deemed in breach of this agreement in any way for 3rd party delays, technical faults or issues including technical failure of the underlying infrastructure.

## 21. Statutory Information

This website is owned and operated by:

TenTel Ltd,

Registered office at

Caledonian Exchange,

19A Canning Street,

Edinburgh,

EH3 8HE.

Email: [hello@TenTel.co.uk](mailto:hello@TenTel.co.uk)

Website: [www.TenTel.co.uk](http://www.TenTel.co.uk)

## 22. Privacy

22.1 Any information given to us during the sign up process or thereafter, including your contact details, telephone lines, selected services, payment and direct debit details, are used strictly for internal purposes only. This information is used to process your order/subscription(s) to our service(s) and to contact you should there be any issue or problem with your account with us.

22.2 We adhere to the Information Commissioners Office's ("ICO") guidelines in respect of data protection at all times. We ensure your personal data remains secure by complying with the 8 data protection principles set out by the ICO, namely:

1. Personal information must be fairly and lawfully processed.
2. Personal information must be processed for limited purposes.
3. Personal information must be adequate, relevant and not excessive.
4. Personal information must be accurate and up to date.
5. Personal information must not be kept for longer than is necessary.
6. Personal information must be processed in line with the data subjects' rights.
7. Personal information must be secure.
8. Personal information must not be transferred to other countries without adequate protection.

22.3 You have the right to request any personal information we hold against you under the Freedom of Information Act. All information requests will be processed timely and in

accordance with our obligations as a service provider. To request such information, please contact us by telephone on 03330 112 321.

22.4 TenTel's Privacy Policy will also apply. Please visit [www.tentel.co.uk/privacy/](http://www.tentel.co.uk/privacy/) for full details.

## **23. Assignment**

23.1 TenTel Ltd shall be entitled to assign or transfer our obligations or rights to a competent third party or to any associated company whether in whole or in part. The Customer may not assign or transfer any of your rights or obligations without our written consent.

## **24. Miscellaneous**

24.1 These terms and conditions contain all the terms of your agreement with us relating to your use of this Website. No other written or oral statement (including statements in any brochure or promotional literature published by us) other than as set out in these terms and conditions will be incorporated. Your use of this Website, any downloaded material from it and the operation of these Conditions shall be governed by, construed and interpreted in accordance with the laws of Scotland and the Customer agree to submit to the non-exclusive jurisdiction of the Scottish courts.

## **25. General**

25.1 Failure or delay by TenTel in enforcing any term of the Agreement shall not be construed as a waiver of any of its rights under it.

25.2 The illegality, invalidity or unenforceability of any part of this Agreement will not affect the legality, validity or enforceability of the remainder.

