

**GHM Communications Limited**

**CONSUMER GENERAL TERMS AND CONDITIONS FOR HOME BROADBAND AND PHONE**

**YOUR ATTENTION IS SPECIFICALLY DRAWN TO PARAGRAPH 15 (LIABILITY),  
PARAGRAPH 7 (SUSPENSION) AND PARAGRAPH 13 (CHANGING THIS AGREEMENT  
AND/OR SERVICES).**

Please contact Our Customer Care Department if You require this document in a different format, for example in large print, printed on coloured paper, in braille or in an electronic format (such as an audio version).

**INTRODUCTION**

This Agreement sets out the terms on which GHM Communications Limited agrees to provide its Care Home resident telephone services ("**Service**") to You for Your own personal use. If You have any questions about Us or this Agreement please visit Our website [www.https://ghmcare.co.uk](https://ghmcare.co.uk) (**Website**) or call Our customer care team on (or such other contact details as may be posted on Our Website from time to time here: <https://ghmcare.co.uk/contact/>).

We will provide key contractual information and a contract summary to You in writing before You order by email. This agreement between You and GHM Communications Limited comprises (a) the Order Form, approved by Us, (b) Your Contract Information and Contract Summary, (c) these Terms of Service, and (d) Our Privacy Policy (**Agreement**). Your request for services may be accepted or rejected at Our sole discretion.

Your Agreement is with GHM Communications Limited (company number 5584861 whose registered office is at Glebe Farm, Down Street, Dummer, RG25 2AD. The expressions, "GHM Communications Limited", "We" and "Us" and "Our" mean GHM Communications Limited. The expressions "You" and "Your" mean You the customer.

**1. ESSENTIAL SERVICE INFORMATION**

1.1 After You have confirmed to Us that You would like to receive Our Services, We will send You an order form which will include important information such as:

- a) a description of the Services We will provide You;
- b) how much the Services will cost You each month and how and when the cost for the Services might change during your Agreement with Us;
- c) the estimated activation date(s) for your Service;
- d) the duration of which We will provide those services to You; and
- e) any charges you have paid or will have to pay for equipment (where applicable);

(We refer to this document as the "**Order Form**").

1.2 You submit Your Order when You sign and return the Order Form to Us (**Your Order**). We will contact You (normally within 2 working days of receiving Your Order) to confirm whether We've accepted Your Order. Sometimes we reject orders because a credit reference we have obtained is unsatisfactory, because you are located outside of the UK or because we are unable to provide the Service at Your address due to capacity limitations or other technical constraints of third party network providers We rely on to provide the Service. . If We reject Your Order, We will let You know as soon as possible and refund any sums You

may have paid.

- 1.3 By signing and returning the Order Form, You understand and agree that the Services may sometimes be unavailable as a result of things over which We have no control, for example, power disruptions and failures of Your internet service provider, broadband connection or mobile network where You are using a mobile application (except where We are responsible for providing You those services). You must maintain Your broadband connection in order to use the Service or, for certain mobile applications, a WIFI or other data connection (e.g. 3G/4G/5G).
- 1.4 This Agreement commences on the date that GHM Communications Limited first accepts Your Order.
- 1.5 Unless otherwise agreed with You, We shall provide the Services from the service activation date and shall continue to provide the Services to You for successive 30-day periods (each 30-day period being a **Rolling Monthly Term**) until either of us terminate under paragraph 8 (We can end this Agreement) or paragraph 10 (You can end this Agreement).
- 1.6 You acknowledge that there may be geographical limitations that may affect or prevent installation of the Service or Equipment and/or We may not be able to set up the Services for technical reasons beyond Our control. In such circumstances, We will notify You as soon as possible and the Service may have to be withdrawn. If the Services are withdrawn, We will provide You with a refund of any advance Charges that You may have already paid to Us.
- 1.7 To find out if the Services are available where you live, please contact our Customer Care Team <https://ghmcare.co.uk/contact/>

## 2. **EMERGENCY SERVICES**

- 2.1 999/112 public emergency call services can be accessed from within England, Wales, Scotland and Northern Ireland. However, You understand and acknowledge that there may be some limitations as set out in the following paragraphs and we advise that you do not solely rely on home broadband and/or phone services to make emergency calls. You should have in place alternative means of making emergency calls, such as a working mobile device.
- 2.2 Please note that if there is a power outage, internet failure, or any other disruption to the network on which the Service relies, you may be unable to make calls, including calls to emergency services. We recommend that you have an alternative means of contacting emergency services (such as a mobile phone) available during such outages.
- 2.3 For each phone line that You utilise with the Service, You must register with GHM Communications Limited the physical location where You will be using the Service. Your initial location will be registered as a part of subscribing to the Service. It is Your responsibility to maintain the accuracy of Your location address via Your online account if there are any changes. If You do not update Us with changes, it may or may not be possible for emergency operators and authorities to identify Your location and phone number when You dial 999/112. When You dial 999/112, You will need to state Your location and phone number promptly and clearly, as emergency operators and authorities may not have this information.
- 2.4 Emergency operators and authorities may or may not be able to identify Your phone number or location in order to return Your call if a call to emergency services cannot be completed, is dropped or disconnected. Similarly, if You receive a call from emergency services,

they may not be able to maintain the connection or hold the line open if the call is terminated or interrupted due to a fault or failure in Your internet service or You suffer a power outage.

- 2.5 GHM Communications Limited mobile applications are not a replacement for Your mobile service and You cannot make emergency 999/112 calls using Our mobile applications. If You attempt to make a 999/112 call from a GHM Communications Limited mobile application the mobile application will close and the call will be placed over Your mobile operator's network. However, this does not prevent You from using Your mobile phone for making emergency 999/112 calls via Your mobile operator as normal. If You dial an internationally recognised emergency service number while using a GHM Communications Limited mobile application, the GHM Communications Limited mobile application will close, the native dialer will be launched, and the call will be placed over Your mobile operator's network.
- 2.6 If GHM Communications Limited suspends the Service You will still be able to dial 999/112.
- 2.7 If You rely on Your landline for health or safety reasons You must inform Us immediately. If you are identified as being at risk of not being able to contact emergency services during a power outage, we will provide You with, free of charge, a battery back-up option. The battery back-up is designed to maintain power to the equipment necessary to make emergency calls for a minimum of one hour in the event of a mains power failure. You will be provided with instructions on how to install, use, and test the battery back-up. If you believe you may require a battery back-up, please contact us so that we can assess your eligibility and arrange for provision.
- 2.8 If You have any concerns with regards to Your ability to make emergency calls or would like to put in place alternative means of making emergency calls, please contact Our Customer Care Team. If We are able to perform the request, We will implement alternative means for making emergency calls as soon as reasonably practicable but cannot guarantee they will be available as of the Service activation date.

### **3. INSTALLATION AND ACTIVATION**

- 3.1 If Your Order is for more than one type of service, the service activation date may vary for each Service.
- 3.2 We will provide the Service, Equipment and any required installation to the residential address you provide Us. If you are not the property owner, You must have permission from the property owner for us to install and provide the Services at Your address.
- 3.3 We will provide the installation services on the date notified to you in writing. We will not provide the Services unless You or another person authorised by You (over 18 years old) is present during installation.
- 3.4 If You are changing your residential address and wish to transfer the Services to your new residential address in the UK:
  - 3.4.1 You must notify Us in writing at least 14 days before your moving date;
  - 3.4.2 You may be required to pay relocation fees or connection charges. We will inform you of the charges that will apply before we transfer the Service to your new address; and

3.4.3 if any Equipment is lost or damaged when You move address, You will be responsible for the cost of replacement of such Equipment.

3.5 If you are moving address and have notified Us in accordance with paragraph 3.4 above, a line or network test may need to be carried out by Us (or a suitably qualified third party of Our choosing). If it is not possible to transfer the Services to your new residential address, You may terminate the Agreement by providing Us with written notice. You will remain responsible for any charges incurred up to the date of termination, in accordance with this Agreement.

3.6 Where We are able to successfully transfer the Services to your new residential address, We will try to ensure that the broadband speeds are the same as that at Your old address prior to Your move. However, if it is not possible, we will notify you of the difference and, unless we hear from you to the contrary, connect You at the broadband speed We determine is available and possible at that time.

#### **4. EQUIPMENT**

4.1 The delivery and performance of certain Services may rely on the use of compatible equipment, such as a router or handset. Unless we inform You otherwise in writing, You will need to use such equipment provided by Us to receive the Services. If We confirm in writing that you can use your own equipment, it must be compatible with the Service. We reserve the right to inspect or test any equipment You intend to use with the Service to ensure it meets Our technical and security requirements.

4.2 You must not connect any equipment to our network that may harm it, or harm anyone else's equipment or services.

4.3 If You are in possession of any Equipment We own, You shall keep such Equipment safe and shall pay for the replacement and/or repair of this Equipment if You lose, damage or destroy that Equipment (otherwise than by fair wear and tear).

4.4 You acknowledge We are not responsible for any router that has not been provided by Us.

#### **5. BROADBAND SPEEDS**

5.1 This paragraph 5 applies if You have purchased broadband services from Us.

5.2 Any broadband speeds communicated to You (whether in the Order Form, on Our Website, in promotional materials, or during interactions with Our Customer Care Team) are estimates only. You acknowledge that actual download and upload speeds may vary from time to time for various reasons such as:

5.2.1 Your location;

5.2.2 the number of people using the network at any one time;

5.2.3 the compatibility of the equipment You are using with the Service; and

5.2.4 any equipment You are using with the Service meeting minimum specifications.

5.3 If You experience any consistent issues with Your broadband speeds, please contact Our Customer Care Team on <https://ghmcare.co.uk/contact/>

#### **6. USE OF THE SERVICE**

- 6.1 You agree that You will use the Service in accordance with such instructions as We may notify to You from time to time and in accordance with any applicable laws and regulations.
- 6.2 You acknowledge that You use the internet at your own risk and agree to use the internet in accordance with the law.
- 6.3 You are responsible for all activity and usage of the Service and for any breaches of this Agreement or applicable law that may result. Please refer to our tariff guide [www.https://ghmcommunications.com](https://ghmcommunications.com) for the usage charges that may apply.
- 6.4 You must inform Us immediately if You know or suspect that any username, password or PIN used to access or use the Service has been disclosed to an unauthorised user or is being used in any unauthorised way.
- 6.5 You will not change or attempt to change a username without the Our prior written approval.
- 6.6 To help avoid any unauthorised use of the Service it is Your responsibility to choose a robust password combination and to change Your password regularly. We shall have no liability for any loss or damage that may arise from Your failure to choose a robust password combination or Your failure to change Your password regularly.
- 6.7 You must ensure that the Service is not used, whether by You or by anyone else, for any unlawful or fraudulent purposes.
- 6.8 You agree to change any password(s) You use with the Service when We request You to do so for reasons we consider it necessary to protect Your account with Us, any member of the public or Our (or other third party) network, systems, customers.
- 6.9 If the Service includes usage-based charges, You are responsible for all usage and charges on all devices and features including GHM Communications Limited phone(s) registered with GHM Communications Limited. We will inform You before you agree to the contract whether the Service is subject to any usage-based charges. All plans, fees and charges are available on our website here: <https://ghmcare.co.uk/contact/> If You are Unsure whether the Service includes usage-based charges, please contact our Customer Care Team: <https://ghmcare.co.uk/contact/>
- 6.10 You will bear the risk of loss and assume all liability arising from any prohibited, unauthorised or fraudulent usage of the Service up until the date you report such use to Us. Any such prohibited, unauthorised or fraudulent use of the Services by You, authorised by You or resulting from your failure to comply with the terms of this Agreement or law will be a breach of this Agreement. It is Your responsibility to secure and keep confidential all credentials used to access the Service, including credentials Used by telephones or softphones and credentials administrators, as well as the media access control (MAC) address of telephones used by You.
- 6.11 In the event that We discover fraudulent calls being made, You consent to Us taking any actions We deem reasonably necessary (including without limitation blocking access to particular calling numbers), without notice to You, to prevent such calls from taking place. We will notify you if suspension or disconnection of the Service is necessary to protect the Service from such unlawful or unauthorised use.
- 6.12 You acknowledge and agree that We are: (a) under no obligation to investigate the authenticity of calls charged to Your account; (b) under no obligation to take action to

prevent fraudulent calls from being made; and (c) not liable for any fraudulent calls processed by Us and billed to Your account.

- 6.13 You may not use any automated means to manipulate the Service or use the Service to violate any law, rule, regulation or any third parties' intellectual property or personal rights. In particular, You agree that You will not use the Service nor allow others to use the Service:
- 6.13.1 to send a communication which is unlawful, harmful, threatening, defamatory, libelous, deceptive, abusive, obscene, offensive, harassing or racially or ethnically offensive, menacing or otherwise criminal in nature or in breach of any copyright, privacy or any other rights or any similar behaviour;
  - 6.13.2 to impersonate another person;
  - 6.13.3 to send bulk unsolicited messages;
  - 6.13.4 to facilitate illegal activity;
  - 6.13.5 to depict sexually explicit images;
  - 6.13.6 in a way that promotes unlawful violence, discrimination based on race, gender, age, disability, sexual orientation, religion and belief, gender reassignment or any other illegal activities; and / or
  - 6.13.7 in a way that in Our reasonable opinion is likely to affect the quality of the Service or any other service provided by Us.
- 6.14 We may remove or block all communications if We suspect a violation of this Agreement, or if We consider it necessary in order to protect the Service, or GHM Communications Limited, its customers, parent, affiliates, directors, officers, agents, and employees from harm.
- 6.15 You agree that the Service is for Your own personal use only. You agree that You will be the ultimate end user of the Service. You will not in any way re-sell, re-supply, license, permit or otherwise allow any third party to use the Service without receiving Our prior written consent, which may be withheld or conditioned in Our sole discretion.
- 6.16 You may choose to disclose Your personal information in certain ways to third parties such as social plug-ins (including those offered by social media platforms or search engine providers such as Google) or by using third-party services or devices, and a third party could use that personal information. In such cases, We make no representation that these third parties will adequately secure or protect Your privacy or personal information, and We expressly deny any associated liability. The relevant third party will process Your personal data in accordance with its privacy policy and We recommend that You read these before choosing to connect with third party devices or otherwise share Your personal data with third parties.
- 6.17 Actions or inactions by third party service providers with whom You connect or share Your personal data with can cause situations in which Our other customer's connections may be impaired or disrupted. Although We will use our best efforts to remedy or avoid such events, We expressly disclaim warranties and any responsibility with respect to these third party service providers or any disruptions that may occur to the Service thereon.
- 6.18 You must not reconfigure, copy, alter or tamper with any equipment (including but not limited to a handset or router), supplied to You for the purpose of accessing the Service ("**Equipment**"). If You reconfigure, copy, alter or tamper or have someone else

reconfigure, copy, alter or tamper with the firmware or software in the Equipment or GHM Communications Limited mobile application in any way that facilitates a compromise of Our Service, You are responsible for any charges that result and damages incurred by GHM Communications Limited as a result. In the event that You do reconfigure or otherwise copy, alter or tamper with Equipment or any GHM Communications Limited mobile applications, We reserve the right to withhold support and suspend or terminate the Service. We will inform you in advance if we need to withhold support, suspend, or end the Service in these situations. . The Equipment and any GHM Communications Limited mobile application must be kept and used in strict accordance with instructions issued by the manufacturer, developer or Us and must not be used in conjunction with other equipment, software or mobile applications not approved by the manufacturer, developer or Us. You are only permitted to use the Equipment and any GHM Communications Limited mobile application to connect to the GHM Communications Limited network for the purpose of receiving the Services.

- 6.19 You agree to notify Us immediately by calling Our Customer Care Team <https://ghmcare.co.uk/contact/> if Equipment used to access the Service is stolen or if You become aware of any unauthorised use of the Service. Failure to do so may result in You being liable for any losses arising as a result of such unauthorised use and suspension or termination of Your Service.
- 6.20 You agree to provide clear, complete, and accurate information at all times, as We rely on this information to deliver the Service in accordance with this Agreement. If You fail to provide any information We reasonably request (such as details about how We can access Your property, install Equipment, or otherwise perform the Service) or if You do not complete any agreed preparatory work, We may charge You additional sums to cover the extra costs We incur. For example, We may need to re-deliver Equipment using a different vehicle, send additional personnel, or reschedule the installation.
- 6.21 You must use the Service for normal, reasonable and personal use ("Permitted Use"). If You use the Service otherwise than for Permitted Use, We may at Our sole option either suspend the Service immediately and offer You an alternative service plan or terminate the Service immediately. In the event of termination, You will be responsible for paying all charges under Your applicable service plan including (without limitation) unbilled charges, applicable disconnection fees and other charges. All such amounts will become immediately due and payable as of the termination date.
- 6.22 Each of the following will be considered when evaluating whether Your behaviour is outside of Permitted Use:
- 6.22.1 persistent use by or for others who do not live with You;
  - 6.22.2 use by others who are not registered GHM Communications Limited users;
  - 6.22.3 frequent changes to telephone numbers registered for Us;
  - 6.22.4 operating a call centre;
  - 6.22.5 telemarketing;
  - 6.22.6 resale to others;
  - 6.22.7 auto-dialing or fax/voice blasts;
  - 6.22.8 use without making a live call;

- 6.22.9 unique numbers called;
  - 6.22.10 different numbers called;
  - 6.22.11 repeated call forwarding/transferring;
  - 6.22.12 call forwarding or diversion for extended periods or on a permanent basis;
  - 6.22.13 conference calling; and
  - 6.22.14 otherwise using the Services or Equipment to pursue a business purpose.
- 6.23 The examples of behaviour listed in paragraph 6.22 above are not intended to be exhaustive and We reserve the right to take into account other examples of behaviour that We may determine to be relevant when deciding whether or not Your usage constitutes Permitted Use.
- 6.24 Telephone services are provided to consumers primarily for continuous live dialogue between two individuals. Excessive conferencing or call forwarding will be considered indicators that use may be inconsistent with normal Permitted Use.
- 6.25 Some service plans allow You to access the Service from additional devices (such as personal computers, mobile phones, GHM Communications Limited extensions phone number(s) registered with GHM Communications Limited or other Equipment) as part of that service plan. If You subscribe to a service plan which permits use of more than one device with the same line, Your usage will be aggregated and assessed when evaluating whether Your usage is outside of Permitted Use. If you experience any issues when using the Service on an additional device, please contact our Customer Care Team: <https://ghmcare.co.uk/contact/>
- 6.26 You may only use the Service for lawful and appropriate purposes. You may not use the Service in any way that is unlawful, fraudulent, improper or inappropriate. You may not use any automated means to manipulate the Service or use the Service to violate any law, rule, regulation or any third party's intellectual property or personal rights.
- 6.27 We reserve the right to review Your account if account usage is outside normal Permitted Use standards, impermissible or detrimental to other customers' ability to use the Service or adversely affects Our operations.
- 6.28 If You accept an equipment upgrade, special offer, promotion or benefit, such as a free month of service, free installation, a rebate or other incentive, there may be a term commitment associated with the benefit You accepted ("Commitment"). The Commitment will be disclosed as part of the promotion. The Commitment begins on the date You activate the new equipment or accept the upgrade, special offer, promotion or benefit. If Your Service is disconnected prior to the end of the Commitment period (1 month), You agree to pay a recovery fee in an amount equal to the difference between the price You paid and the suggested retail price (SRP) of the goods, service or other benefit You received at the time the Commitment period began. Recovery fees are cumulative and in addition to any other charges or fees You may owe Us, including any applicable disconnection fees.
- 6.29 You accept that when You order the Service from Us We may carry out credit reference checks and enquiries about You and that We may also carry out identity and fraud prevention enquiries. All information disclosed to Us following such enquiries will be protected and kept secure in accordance with Our Privacy Policy.



6.30 You shall not knowingly transmit, store or introduce any computer virus through the Services, any equipment used to access the Services or the network.

## 7. **SUSPENSION**

7.1 Without prejudice to Our rights to terminate this Agreement, We may without liability suspend the Service (except access to emergency services) in the following circumstances:

- a) if We are legally required to suspend or terminate the Service in order to comply with applicable law or regulation including an order, instruction or request of government or other competent authority;
- b) if Your use of the Service poses a security risk to the Service or any third party or may subject Us or any third party to liability; and
- c) upon the occurrence or threat of any other event or circumstance for which We reasonably believe that suspension of Service is necessary to protect Us (or other third party) network, systems, customers or the public. We may also suspend the Service if We are obliged to comply with an order, instruction or request of government or other competent authority.

7.2 We shall contact You in advance to tell You We are suspending the Service, unless the problem is urgent, an emergency or We are prevented by law or regulations from doing so. If We suspend the product for longer than 1 week in any 12 month period We adjust the price so You don't pay for it while its suspended. If We suspend supply, or tell You We are going to suspend supply, You can contact Our Customer Care Team <https://ghmcare.co.uk/contact/> to end the contract and We'll refund any sums You've paid in advance for products and services You won't receive.

## 8. **WE CAN END THIS AGREEMENT**

8.1 We can end this Agreement immediately upon notifying You by email if:

- 8.1.1 You breach this Agreement and fail to remedy the breach within 28 days of receiving written notice from Us to do so;
- 8.1.2 You don't make any payment to Us when it's due and You still don't make payment within 28 days of Us reminding You that payment is due;
- 8.1.3 You commit an act of bankruptcy or someone brings a petition, receiving order or administration order against You to make You bankrupt. We can also end this Agreement if We consider any of these things or something similar may happen;
- 8.1.4 any regulatory change affecting Our ability to offer the Service is introduced, including but not limited to any authorisation or licence under which We provide the Service expiring or being revoked;
- 8.1.5 You don't, within a reasonable time of Us asking for it, provide Us with information, cooperation or access that We need to provide Equipment or Services, for example, providing Us with the information or access required for installation;
- 8.1.6 If any underlying arrangement or agreement with other operators or suppliers We

rely on to provide You with the Service is terminated or suspended for whatever reason;

- 8.1.7 if You abuse or threaten Us, or a member of Our staff;
- 8.1.8 if Your use receipt or use of the Service violates any applicable laws or regulations; and
- 8.1.9 if Your receipt or use of the Service poses a security risk to the Service, to any third party or one of Our other customers and We determine that termination is necessary to protect Us, the Service, any third party or Our customers.

8.2 We may terminate this Agreement and Your Service at any time by giving You not less than 30 days' prior written notice without liability to You. For the avoidance of doubt, if We give notice of termination under this paragraph 8.2 You will not be required to pay an additional fees resulting from disconnection of the Service.

8.3 If We exercise Our right to end this Agreement for reasons that are not attributable to Your breach of this Agreement or otherwise in accordance with paragraph 8.1, You will not be required to pay any additional fees resulting from disconnection of the Service.

## 9. YOUR LEGAL RIGHT TO CHANGE YOUR MIND

9.1 Except in the circumstances listed in paragraph 9.2, You have the right to change Your mind and cancel Your Order as follows:

- 9.1.1 in respect of Your Order for goods, You have 14 days from the delivery date to cancel Your Order; and
- 9.1.2 in respect of Your Order for Services or digital content, You have 14 days from the date of Your Order acceptance email to cancel Your order.

9.2 You lose Your right to change Your mind in the following circumstances:

- 9.2.1 if You remove or break a protective seal attached to any goods (such as sealed computer software);
- 9.2.2 if You requested Us to start providing the services during the 14-day cancellation period and the services are fully performed during this period;
- 9.2.3 once You start to download or stream the digital content;
- 9.2.4 when goods become mixed inseparably with other items after their delivery; or
- 9.2.5 when goods are made to Your specifications or are clearly personalised.

9.3 To let Us know You want to change Your mind, contact Our Customer Care Team <https://ghmcare.co.uk/contact/>, fill in the online form <https://webstore.residentphones.ghmcare.co.uk/contact>

9.4 If You exercise Your right to change Your mind under this paragraph 9, We will provide You with a refund as soon as possible (which shall be within 14 days of You notifying Us that You have changed Your mind). If You cancel an order for goods and have already received goods, We will issue the refund no later than 14 days after the day We receive the goods back from You or, if earlier, You provide Us with evidence that You have sent

the goods back. Otherwise, We will issue the refund no later than 14 days after the day on which You told Us that You want to cancel.

9.5 If You change Your mind and cancel Your contract in accordance with this paragraph 9, You must return any goods (such as a router or handset We provided) to Us within 14 days of telling us you wish to cancel. Unless We have told you otherwise before You placed Your Order, You will need to cover the cost of returning the goods. We ask, where possible, that You return the goods in their original packaging to help ensure they are protected during transit.

9.6 Your refund will be subject to the following deductions:

- a) if You chose a delivery option that is more expensive than the cost of standard delivery, We will only refund the cost of standard delivery;
- b) if You handled the goods in a way beyond what might reasonably be permitted in a shop and this resulted in a loss in value of the goods, We may make a deduction from the refund for such loss in value; and
- c) if services have been provided during the 14-day cancellation period at Your request, We will make deductions from any refund due to You for the services We provided up to the time that You told Us that You want to cancel.

9.7 We will issue Your refund to the same payment method You used when You placed Your order.

9.8 If the right to cancel does not apply because of one of the circumstances listed in paragraph 9.2, You will not be entitled to a refund unless the goods, services or digital content are faulty. See paragraph 14 below for a summary of your rights if goods, services or digital content are faulty.

## 10. **YOU CAN END THIS AGREEMENT**

10.1 You can cancel this Agreement in full, or for some but not all of Your lines and other features of the Service, at any time for any reason by telephoning Us on 01865367111 (or such other telephone number as may be posted on Our Web site from time to time) or by completing the GHM Communications Limited Account Termination Web Form.

10.2 You may cancel the Service at any time by giving us at least 30 days' written notice.

10.3 If You wish to port Your telephone number away from Us to another provider Your account must remain active and, in accordance with industry number porting practice, process and procedure, You must not cancel this Agreement and Your Service until the number port is completed. You will lose Your number if You terminate this Agreement and Your Service before the number port is completed. Where You are porting Your telephone number away from Us it is Your responsibility to contact Us by telephone or via Our Account Termination Web Form when the port is completed in order to cancel this Agreement and Your Service. We will send You confirmation of Your cancellation by email.

10.4 Provided You have not exercised Your right of cancellation under paragraph 9 (Your Legal Right to Change Your Mind), if You cancel a contract for Your plan, You will be :

- 10.4.1 charged any applicable disconnection fee in respect of each line and other Service feature disconnected;

10.4.2 responsible for charges due under this Agreement up to the date of termination, including any unbilled usage charges

all such charges will become due and payable within 30 days of the date we issue our final bill.

10.5 If You exercise your right to cancel the agreement pursuant to paragraph 9 (Your Legal Right to Change Your Mind) or this paragraph 10, We will contact You in writing to acknowledge the fact You have cancelled (an "**End Of Contract Notice**").

## 11. CHARGES AND PAYMENT

11.1 Billing will commence on the Service activation date. Billing will not be delayed due to Your readiness to accept or use the Service. Charges for the Service will be billed in monthly cycles on a regular working day each month as notified to You when in the Order Form ("Billing Period"). All standard recurring charges will be billed monthly in advance. Any usage-based charges will be billed monthly in arrears and will be payable in the billing cycle following the Billing Period in which the usage occurred.

11.2 Provision of the Service is conditional upon You paying all fees and charges applicable to the Service in accordance with this Agreement. We may terminate Your Service at any time acting reasonably, if You fail to make any payment within 28 days after being reminded in writing that payment is overdue. We will give You advance notice of any disconnection of the Service as a result of late or non-payment.

11.3 You must pay all sums due in full in respect of your use of the Service. We publish all plans, fees and charges (including details of shipping fees, activation fees, number change fees and applicable disconnection fees) at: <https://webstore.residentphones.ghmcare.co.uk/All> these charges will be added to your bill to reflect your usage of the Service where it is appropriate to do so. The methods of payment accepted by Us are set out on Our Website at <https://webstore.residentphones.ghmcare.co.uk/> and the Order Form.

11.4 Where VAT must be paid We have included it at the current rate. You agree that We shall provide You with an electronic VAT bill showing the total amount due and the amount of VAT payable. Unless otherwise agreed in writing, all electronic VAT bills are available by accessing Your on-line account.

11.5 If the rate of VAT changes between Your Order date and the date We supply the product or service, We adjust the rate of VAT that You pay, unless You have already paid in full before the change in the rate of VAT takes effect.

11.6 We may at any time, impose a credit limit on Your account and We may charge Your debit or credit card for the full amount of charges incurred at any time and offset the amount credited against the full amount of charges due at the end of the Billing Period.

11.7 All standard recurring charges will be billed monthly in advance and all usage-based charges will be billed monthly in arrears, together with and any other applicable One-off Charges which We also bill in arrears.

11.8 You must notify Us in writing within 7 days after the date of Your direct debit if You dispute any of Our charges. Billing disputes must be notified to [billing@ghmcomms.com](mailto:billing@ghmcomms.com) or 01865367111 We will investigate all disputes raised in good faith, even if they are submitted after this 7 day period.

11.9 We bill in regular recurring monthly cycles commencing from the Service activation date and ending on the day before the same date in a following month. If Your product is goods (rather than digital content or services), You will own it once We have received payment in full for the goods in question.

11.10 Certain one-off charges may apply in addition to the monthly charges we bill You for, which could include delivery charges, connection and installation charges and costs for equipment (such as a router) (**One-off Charges**). If One-off Charges apply, our Customer Care Team will inform you of these charges and they will also be set out in your Order Form.

11.11 We charge interest on late payments. If We're unable to collect any payment You owe Us We charge interest on the overdue amount at the rate of 2% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay Us the interest together with any overdue amount.

## 12. **RISK**

If Your product is goods (rather than digital content or services), You will own it once We have received payment in full. You bear all risk of loss or theft of, or damage to, goods from the date of which the goods come into Your physical possession or the physical possession of someone else who you have chosen to accept the goods on Your behalf.

## 13. **CHANGING THIS AGREEMENT AND/OR SERVICES**

13.1 We may at any time change the terms of this Agreement, any policy or document referred to in this Agreement in the following circumstances:

13.1.1 to the extent required to comply with any applicable law or regulation or OFCOM direction determination, order or decision; and

13.1.2 to reflect changes in relevant laws and regulatory requirements;

13.1.3 to make minor technical adjustments and improvements, for example to address a security threat.

13.1.4 to update digital content, provided that the digital content always matches the description of it that We provided to You before You bought it. We might ask You to install these updates; and

13.1.5 to account for changing technologies, obsolescence, new or different product features or changing third party providers;

13.2 We will notify You of any change to the Service or this Agreement by giving You not less than 1 months' written notice, including posting changes within Your GHM Communications Limited web account which You access at <https://webstore.residentphones.ghmcare.co.uk/>. You shall be entitled to cancel this Agreement, within 30 (thirty) days of being notified by Us of any change to this Agreement or the Service without incurring any cancellation or disconnection fees, if such change is not to Your exclusive benefit.

13.3 You may contact Us at any time on 01865367111(or such other telephone number as may

be posted on Our Website from time to time) for details of changes to charges and service plans or log into Your Web account and click on the plan details link.

13.4 If You decide to cancel this Agreement in accordance with paragraph 13.2, cancellation will take effect the date of which the proposed change is due to take effect and You will not incur any disconnection fee that would otherwise apply if the change was required by law, purely administrative or to your exclusive benefit but You will remain liable for all other charges incurred up until the date of termination.

13.5 To exercise Your right of termination You will need to first give Us notice by telephoning 01865367111 (or such other telephone number as may be posted on Our Website from time to time) or by completing and returning our cancellation form.

13.6 You may request a change to your service plan at any time. Changes to Your service plan are subject to availability and technical feasibility. We will use reasonable efforts to complete the change as soon as possible but cannot guarantee how quickly this will be done. You will be responsible for all charges on the existing Service Plan until the change is fully implemented. We will notify You at the time of Your request whether We are able to implement the change and if so, what additional charges may apply. We will not proceed with any change request until We receive Your acceptance of any additional charges in writing.

#### 14. **WARRANTY**

14.1 We warrant that We shall provide the Service with reasonable skill and care, within a reasonable time and substantially as described in this Agreement.

14.2 We do not warrant that the provision of the Service will be error free or uninterrupted but will use all reasonable skill and care to provide and maintain the Service.

14.3 Nothing in this Agreement affects Your statutory rights.

14.4 We are under a legal duty to supply goods that are in conformity with Our contract with You.

14.5 We will provide a limited warranty on Equipment covering manufacturing defects only for a period of one (1) year from the date of Service activation. If Equipment supplied by Us is faulty because of manufacturing defects You must report the fault by telephoning Us promptly on 01865367111 (or such other telephone number as may be posted on Our Web site from time to time) and We shall replace the Equipment provided the faulty Equipment is returned to Us (to such address as shall be notified to You by Us) within a period of 30 days following the date on which the fault was reported to Us. The faulty Equipment should be returned to Us in its original packaging with the universal product code or bar code intact. All components, manuals and registration cards must be included. You will be charged for the replacement Equipment (including Our delivery costs) and the amount charged for the replacement Equipment (excluding Our delivery costs) will be refunded to You provided We receive the faulty Equipment within 30 days following the date on which the fault was reported to Us and provided further that the fault is not caused by abuse or negligence while in Your care.

14.6 We reserve the right to perform repair and maintenance on or upgrade, update or enhance (collectively "Maintenance") its network infrastructure and the Service without liability, even if Maintenance causes a partial or full disruption of the Service, provided however, GHM Communications Limited shall use commercially reasonable efforts to perform the Maintenance in a manner so as to avoid unduly interfering with Your use of the Service

including, where reasonably practicable, providing You advance notice of any such Maintenance.

- 14.7 You must provide full assistance during any testing that may be required to identify any faults that may exist in the Service. If you do not provide such assistance, We may not be able to provide the Service or troubleshoot at faults in the Service or Equipment.

## 15. LIABILITY

- 15.1 Nothing in this Agreement excludes or limits: (a) Our liability for death or personal injury caused to You by Our negligence; (b) liability for fraud or fraudulent misrepresentation (c) for any liability that cannot be excluded or limited by law; or (d) Your rights under applicable law or regulation (such as the non-excludable statutory rights of consumers).

- 15.2 You accept and agree that We are not responsible for losses You suffer caused by Us breaching this contract if the loss is:

15.2.1 unexpected. It was not obvious that it would happen and nothing You said to Us before We accepted Your Order meant We should have expected it (so, in the law, the loss was unforeseeable).

15.2.2 caused by any event outside Our control, as long as We have taken the steps set out in paragraph 16.

15.2.3 something You could have avoided by taking reasonable action. For example, damage to Your own digital content, device or other equipment (including for example your own router), which was caused by digital content We supplied and which You could have avoided by following Our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by Us.

- 15.3 Subject to paragraph 15.1, We shall not be liable to You or any third party in contract, tort, including any liability for negligence or breach of statutory duty, or otherwise, for any loss of revenue, business, anticipated savings, profits, (whether or not in each case they are considered to be direct or indirect losses) corruption, loss or destruction of data, or for any indirect or consequential loss howsoever arising, or in connection with any computer virus or system failure even if We are expressly advised of the possibility of such damage or loss.

- 15.4 Except in the case of paragraph 15.1, Our liability (if any) to You for any loss or damage in contract, tort, including negligence or breach of statutory duty, or otherwise, howsoever arising out of or in connection with this Agreement shall be limited to £5,000 or 150% of the charges payable in the 12 months immediately preceding the date of which liability arises (whichever is higher) per incident or series of connected incidents.

- 15.5 In the event of any failure in the Service, Equipment or Software, We shall not be liable to You for any charges incurred by You should You divert Your traffic to another provider.

## 16. MATTERS OUTSIDE OUR CONTROL

- 16.1 If Our supply of a product or service is delayed or not available due an event outside Our control, such as due to adverse weather conditions or interruption or failure of a utility service, transport network or third party telecommunication network, We will contact You as soon as possible to let You know and do what We can to reduce the delay or restore

the service as soon as possible. As long as We do this, We won't compensate You for the delay or disruption to the service, but if the delay or disruption is likely to be substantial You can contact Our Customer Care Team: to end the contract and receive a refund for any products or services You have paid for in advance, but not received.

- 16.2 For the avoidance of doubt, We shall not be liable to You or be in breach of this Agreement for any delay or failure in performance if such delay or failure is due to a cause beyond Our reasonable control.

## 17. **DISPUTES, NUMBER PORTING COMPENSATION AND COMPLAINTS RESOLUTION**

- 17.1 Details of Our disputes and complaints resolution process, how to claim under Our Number Porting Compensation Scheme and how a dispute may be handled through an independent Ofcom . enforceability of it which cannot be resolved in accordance with paragraph **Error! Reference source not found.** to Your satisfaction (**Dispute**) then You may attempt to settle the Dispute by mediation in accordance with the rules and procedures of the Communications Ombudsman. The mediator shall be nominated by the Communications Ombudsman. Please see our Customer Complaints Code for more information <https://ghmcare.co.uk/terms-conditions/> .

## 18. **PRIVACY**

- 18.1 We comply with all Applicable Data Protection Laws in the UK and Our current Privacy Policy <https://ghmcare.co.uk/terms-conditions/> By entering into this Agreement You confirm that You have read and understood Our Privacy Policy and You agree to Us using Your data as detailed in Our Privacy Policy.
- 18.2 "Applicable Data Protection Laws" mean all privacy laws applicable to any personal data processed under or in connection with this Agreement, including, without limitation, the General Data Protection Regulation 2016/679 (the "GDPR"), the Privacy and Electronic Communications Directive 2002/58/EC and all national legislation implementing or supplementing the foregoing and all associated codes of practice and other guidance issued by any applicable data protection authority, all as amended, re- enacted and/or replaced and in force from time to time.

## 19. **LICENCE AND INTELLECTUAL PROPERTY**

- 19.1 We grant You a personal, limited, revocable, non-exclusive, non-transferable and non-assignable licence to use the software in the Service and the Equipment, in object code form only, (**Software**) for the purpose for which it is intended solely in connection with the Service and for no other purpose. This licence commences upon the service activation date and terminates immediately upon the expiration or cancellation of this Agreement for whatever reason. Any attempt to sublicense, assign, or transfer any of the rights, duties or obligations under this licence is void and may result in termination of this Agreement and licence. No other licences or rights to the Software are granted or implied.
- 19.2 Software We provide to You may include software created, owned or licenced by third parties ("**Third Party Software**"), Third Party Software may come with their own licence terms and conditions, which will be provided with the software or made available to You. These third party licence terms apply in addition to this Agreement and will govern how You can use Third Party Software. By using the Service, You agree to follow the terms of all software licences that apply. These licences will end automatically when this Agreement ends or the Service is cancelled.



- 19.3 You will not reproduce the Software and You will keep the Software confidential. You must not, and must not allow anyone else to, (to the extent that GHM Communications Limited cannot prohibit such acts by law) modify, adapt, translate, reverse engineer, hack, decompile or disassemble the Software or create any derivative work based thereon or merge or include the Software with or in any other software or otherwise attempt to access the source code of the Software.
- 19.4 You will not use Equipment, any GHM Communications Limited mobile application or Software to develop any software or other technology having the same primary function, including but not limited to using Equipment, any GHM Communications Limited mobile application or Software in any development or test procedure that seeks to develop like equipment, applications, software or other technology, or to determine if such equipment, application, software or other technology performs in a similar manner as Our Equipment.
- 19.5 Our Website content, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "**Marks**") shall remain Our (or our licensor's) exclusive property at all times throughout the world. Nothing in this Agreement shall grant You the right or licence to use such Marks. You are not allowed to remove, alter or destroy any marks, copyright markings or notices placed upon or contained within Our Website content, Our materials, Service, Equipment or any GHM Communications Limited mobile application.
- 19.6 You agree that the Equipment We provide You is exclusively for use in connection with the Service and that We will not provide any passwords, codes or other information or assistance that would enable You to use the Equipment for any other purpose. If You decide to use the Service through a device not provided by Us (which We reserve the right to prohibit in particular cases or generally), You warrant and represent that You possess all required rights, including software and/or firmware licenses, to use that device with the Service and accept that We may not be able to reconfigure that device to work in conjunction with the Service. You are responsible for any loss We suffer as a result of Your use of such interface device with the Service.

## 20. **CUSTOMER DATA, SUGGESTIONS AND FEEDBACK**

- 20.1 You hereby grant Us a non-exclusive, non-transferable (except in connection with any assignment of this Agreement) license to copy, store, record, transmit, display, view, print, and use Customer Data, solely to the extent necessary to provide the Service to You. In the event that You provide Us with suggestions, enhancement requests, recommendations, proposals, documents, or other feedback with respect to the Service (collectively, "Suggestions"), You grant Us and Our affiliates a royalty- free, worldwide, irrevocable, perpetual license to use, modify, and distribute such Suggestions in connection with efforts to improve, enhance or modify the Service without compensation or attribution to You of any kind. For the purposes of this Agreement, "Customer Data" means any data, information or other materials of any nature whatsoever generated by You or provided to Us by or through You, in the course of implementing or using the Service.
- 20.2 We can record any conversations between You and Our staff.
- 20.3 In the event We are providing voicemail recording, call recording, or other such ancillary service, all of the Customer Data, including all recordings, will be deleted on or after the effective date of termination or cancellation. In the event that Your account is terminated (whether by You or due to termination of the Service), the Customer Data associated with Your account and related ancillary services will be deleted. Each voicemail message recorded by Us shall be retained for a minimum of 30 days from the date the message was recorded except where You delete the recording. We retain the right to purge all voicemail

messages after this minimum retention period.

20.4 There are laws in the United Kingdom governing call recording and call monitoring. You should obtain Your own legal advice as to whether You are permitted to record telephone calls, and if so, what notification You are required to include on the call and what consent You must obtain.

## 21. GENERAL

21.1 If We delay in enforcing a right under this Agreement, that failure will not prevent Us from enforcing other rights, or the same type of right on a later occasion. We might not immediately chase You for not doing something (like paying) or for doing something You're not allowed to, but that doesn't mean We can't do it later.

21.2 If a clause, paragraph or condition of this Agreement is not legally effective, the remainder of this Agreement shall be effective.

21.3 Except as specified in paragraph 21.4 below, nobody else has any rights under this Agreement. This Agreement is between You and Us. Nobody else can enforce it and neither of Us will need to ask anybody else to sign-off on ending or changing it. If You are not a party to this Agreement, You do not have any remedy, claim, liability, reimbursement, or cause of action.

21.4 We may use or rely on one or more vendors, suppliers, licensors, service providers, and/or equipment providers or equipment lessors whose products, equipment and/or services are provided in conjunction with, or incorporated into, the Service and/or the Software and Equipment ("Third-Party Services"). Such Third Party Services may also be provided under Our trademarks or otherwise under Our branding.. Each provider of such Third-Party Services (a "Third-Party Service Provider") is expressly made a third party beneficiary under this Agreement and shall have the right to enforce the terms and conditions of this Agreement respecting any terms affecting such Third-Party Service Provider as if such Third-Party Service Provider Were a party to this Agreement. No other third party beneficiaries of this Agreement are intended by the parties. Further, Third-Party Services may be governed by separate legal terms and conditions, which may be found or identified in documentation or on other media delivered with the Third-Party Services and which are incorporated by reference into this Agreement and shall govern the use of Third-Party Services. You agree to comply with such terms and conditions of all Third-Party Services and Third-Party Service Providers. Any non-compliance with terms and conditions of Third Party Service Providers shall be considered non-compliance with this Agreement.

21.5 You may not assign or transfer any of Your rights or obligations under this Agreement without Our prior written consent (such consent will not be unreasonably withheld or delayed).

21.6 Those clauses or paragraphs the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding termination or expiry of this Agreement.

21.7 This Agreement is governed by the laws of England and Wales and the English Courts shall have exclusive jurisdiction to hear disputes arising between Us.

## 22. MORE ABOUT US

[The following information is required by the Electronic Commerce (EC Directive) Regulations 2002. Contact Us at [www.GHMcare.co.uk](http://www.GHMcare.co.uk). VAT registration number 899 8007

56.]

Latest Version: August 25