

Hey! Broadband

HEY! BROADBAND TERMS AND CONDITIONS FOR RESIDENTIAL CUSTOMERS

Last updated and effective from: July 2025.

These are the full terms and conditions ("Terms") that apply when we provide our residential customer broadband service ("Service") to you. This Service may include an add-on telephone service, if you purchase one.

Please read these Terms carefully as they are part of the legally binding agreement (or contract) between you and us when you purchase your Service ("Our Agreement").

To highlight some of the most important parts of these Terms, we've also set out a short summary of them, just below. This is just to be helpful and certainly doesn't cover everything— you should still read the full Terms.

In these Terms, "we", "us" and "our" mean or refer to Hey Broadband Ltd.

When we refer to a "section", we mean a section of these Terms.

Summary

We've set out below an overview of some of the main points covered by these Terms. This doesn't replace anything these Terms – it's just to help you find certain information more quickly and easily.

[The services you'll receive](#)

We'll provide you with the services you ordered - you'll find the details of these in your Service Confirmation Email. If any special offer applies to your order, these are also set out in your Service Confirmation Email.

When you order new services or change an existing service, we'll send you another Service Confirmation Email with these new details.

These Terms apply to all the services we provide you under Our Agreement.

[14 day cancellation period](#)

You can change your mind and cancel the services you ordered within the period of 14 days starting from the day after we activate our Services. Section 10 sets out how you can do this.

This cancellation right only applies when you first become our customer at your address.

If you use this cancellation right, you won't have to pay any Early Termination Charge but we can charge you for any services (including in relation to installation) that you've received before you cancelled. You'll also have to return our equipment.

[Your obligations to us](#)

When you order, purchase and/or use our services, you need to follow all the requirements set out in section 6. You must also follow the rules set out in section 7 if you purchase our add-on telephone service.

[Our responsibility to you](#)

We aim to provide you with a high-quality service and to carry out our obligations under Our Agreement with the

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reasonable care and skill of a competent provider of the services you've purchased.

When things go wrong, there are certain situations where our responsibility to you is limited or excluded. Full details about this are set in section 20.

[Payment](#)

Section 17 sets out how you pay for the services you ordered. Most of the costs we'll charge in relation to your services are set out (or explained) in your Service Confirmation Email. Where they aren't, they'll be in our Price Guide and/or these Terms.

[Ending Our Agreement](#)

Section 22 sets out how you can end Our Agreement once you're no longer within your 14 day cancellation period. If you end Our Agreement within a minimum commitment period for your Service, you'll have to pay the applicable

[Early Termination Charge.](#)

Section 23 sets out when we can end Our Agreement, or suspend or end a service.

[Moving Home](#)

Section 21 sets out what will happen with your Service and any applicable minimum commitment period if you move home.

[Changes we may make](#)

We can change our services or Our Agreement at any time. Section 25 sets out how and when we might do this.

[Your personal information](#)

Our Privacy Policy sets out how we handle your personal information.

[FAQs](#)

We've provided FAQs on our Website. These aren't a part of Our Agreement but are there to give you more useful information about our services.

1. Who we are

- 1.1 Hey! Broadband is the trading name of Hey Broadband Ltd, a limited company registered in England and Wales with company number 11992003. Our registered office address is 3rd Floor, 1 Ashley Road, Altrincham, Cheshire WA14 2DT and our VAT number is 337 5761 76.

2. Our Agreement

- 2.1 When you put in your order for your Service, you're asking us to provide your Service on these Terms and you agree to be legally bound by them. You're also agreeing that we, or third parties acting on our behalf, can carry out credit checks on you (see section 28.5) using the information you provide during your order.

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- 2.2. We accept your order when we send you your Service Confirmation Email – that’s when Our Agreement starts.
- 2.3. Our Agreement is made up of these documents:
- your Contract Summary
 - your Service Confirmation Email
 - these Terms
 - our [Acceptable Use Policy](#)
 - our [Privacy Policy](#)
 - our [Cookie Policy](#)
 - our [Price Guide](#)
- 2.4. If after sending your Service Confirmation Email, we find we can’t provide you with the Service you ordered (if for example there’s a problem with installation at your property (see section 12) or with the credit checks we carry out) we’ll let you know as soon as we reasonably can and we’ll end Our Agreement (you may also have a right to cancel it – see section 10). Where we end Our Agreement for an installation-related reason, Section 12 sets out what you’ll have to pay (if anything). Where we’re ending Our Agreement for another reason, unless this is due to your fault (for example, where you fail a credit check or give us wrong information), we won’t charge you anything and we’ll refund anything you’ve already paid.

3. Special offers

- 3.1. If you signed up for one of our special offers, the details of that special offer will have been provided to you during your order and confirmed in your Service Confirmation Email. Where something in the Service Confirmation Email is different from what’s set out in these Terms or in the Price Guide (which might happen in relation to a special offer), then we’ll follow what’s set out in the Service Confirmation Email.

4. What we provide

- 4.1. We’ll provide you with:
- a. the Service you ordered (as confirmed in your Service Confirmation Email);
 - b. any equipment (see section 14.1) and apparatus (see section 12.1) we agree to supply you with in connection with your Service;
 - c. installation services (see section 12), so you can receive your Service, if your property isn’t already connected for this, or if you want to change the current installation in some way;
 - d. if your Service includes an add-on telephone service:
 - i. the facility to make and/or receive phone calls, which includes contacting the emergency services for free by dialling 999 or 112; and
 - ii. a telephone number (which can be ex-directory at your request, though this may incur an extra charge) ;
 - e. access to our Customer Services – available by telephone, email and via the contact form on our website (<https://heybroadband.co.uk/>) (“Website”) during the times set out on our Website (see section 27 on how

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to contact us).

- 4.2. We can only provide our services at addresses that can receive them. There's a postcode checker on our Website which you can use to see if our services are available in your area. You can also contact our Customer Services (see section 27) to ask.
- 4.3. We may record any calls you make to our Customer Services or any calls we make to you. This is to help prevent fraud, for training purposes and to improve the service we provide our customers. If you've purchased our add-on telephone service, we also record all calls to the emergency services on 999 or 112.
- 4.4. We can check or record how you're using your Service. This would usually be for billing purposes (in connection with Call Charges (see section 17.8) from our add-on telephone service), to make sure you're complying with Our Agreement or because the law or some other authority requires this. Our Privacy Policy sets out how we use your information.

5. When your Service and your minimum commitment period begin

- 5.1. We'll aim to get your Service active as soon as possible but it may take us a while, depending on the installation work involved.
- 5.2. When your Service is ready, we'll let you know by email. The minimum commitment period for the Service begins when you are connected and you'll be charged for the Service from this date. There is no minimum commitment period for the monthly rolling contract but you will need to give at least 30 days' notice if you want to end it.
- 5.3. If you change your Service (see section 16), we'll send you a new Service Confirmation Email. Your new Service (and its minimum commitment period) start from this date or such other date as stated in the new Service Confirmation Email.

6. Your obligations when you order and use our services

- 6.1. You can only order, purchase and/or use our services as our customer if you comply with the following:
 - a. you are the current occupier of the property for which you're purchasing the service (and will remain so at all times during Our Agreement);
 - b. if, where we need (or you've asked us) to carry out installation work (see section 12) or any other work related to apparatus (see section 12.1) at the property, you are either:
 - i. the freeholder of that property; or
 - ii. a tenant under a lease who has that freeholder's legally binding permission (if this is required under the lease) for us to install or carry out other works related to our apparatus (see section 12.1) at the property;
 - c. you give us a valid email address and contact telephone number which we'll keep along with all other details related to your customer account with us, when you order our Service (the email address will be the main way we contact you for anything related to Our Agreement or the Service though we may also contact you by text, phone call, or letter) (see section 27) and you:
 - i. let us know immediately if you stop using the latest email address or telephone number

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you've given us in connection with your customer account and give us another (which you'll be keeping active) straight away, to replace it; and

ii. regularly check emails sent to the most recent email address you've given us in connection with your customer account – we can treat you as having read any email we've sent to this email address (see section 27.3);

d. at all times during Our Agreement:

i. you make sure that you and anyone else using your Service follows our Acceptable Use Policy;

ii. you don't use (or allow others to use) your Service or our equipment for business or commercial purposes except:

1) for working from home (where the main office for the relevant business is elsewhere); or

2) in the course of working for a business with 5 or fewer employees);

iii. even if your Service is described as "unlimited" or has free calls included in your monthly Service Fee, the usage of your Service must be at what we think is a reasonable level for domestic use or use in either of the circumstances set out in section 6.1d ii 1) or 2) above. In addition, in no circumstances can our add-on telephone service be used for telesales or telemarketing;

iv. you give us information that's full and correct and you make sure this information is kept up to date and remains correct – this also applies to all information you give us when you first order your Service, before Our Agreement begins;

v. you keep all passwords and other security information safe and confidential, and not make them available to other people;

vi. you follow any reasonable instructions we give you;

vii. you fully pay any amounts you owe us when they become due (and not keep any amounts back unless the law requires you to do this);

viii. you accept and follow our Complaints Code in connection with any complaint you have about us, our services or Our Agreement.

ix. you don't copy, change or publish any material we produced or use it for any business purpose;

x. you only connect safe equipment to our network that won't harm it or anyone else's equipment;

xi. you only use software products or devices that are compatible with our equipment, that comply with necessary laws and safety regulations and for which you have any licence or permission you need;

xii. you're responsible for all content that's uploaded or downloaded using your Service (we're not responsible for this);

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xiii. you let us know straight away about any damage to or faults with our equipment (see section 14.1) or apparatus (see section 12.1), or if there's any problem with our services;

xiv. you compensate us fully for all our costs (including legal costs), expenses or losses where someone else brings a claim against us, and this claim relates to the use of your Service or to you breaching Our Agreement;

e. if you're moving out of the property at which we've provided your Service, you tell us as soon as, or before, this happens; and

f. you comply fully with Our Agreement.

6.2 Where applicable, you authorize us to terminate your existing agreement(s) with your previous phone and broadband service providers. If we are unable to do so on your behalf, you will be responsible for handling the termination directly. We will not be responsible for any early termination fees or incorrect cancellation of agreements with your prior provider(s).

7. Our add-on telephone service

7.1 You can purchase our telephone service as an "add-on" to your Service.

7.2 Our telephone service is dependent on our broadband network (and your connection to it) being available. It may become unavailable due to things beyond our control, such as power failures or network failures. You must be aware of this before you purchase this service.

7.3 Our telephone service allows you to call emergency services on 999 and 112 for free but this won't work if there's a power or network failure.

7.4 You must make sure that:

a. anyone who might use the telephone service knows this; and

b. you have another way to call the emergency services if there's a power or network failure.

7.5 You'll find more information about our add-on telephone service in our FAQs.

7.6 If you use our telephone service to call 999 or 112, your address details are automatically passed on to the emergency services, so that they will know your location when you make the call. You agree that we can also give them your name and telephone number.

7.7 There's a credit limit on the Call Charges (see section 17.8) you can incur every month on the telephone service (see section 8).

7.8 If we restrict your calls because you've reached your credit limit or otherwise restrict or suspend the telephone service you've purchased from us (see section 23), it will still let you make calls to emergency services on 999 or 112, as long as there's no power or network failure.

7.9 If you purchase our telephone service:

a. unless you tell us not to, we can give the telephone number for that service, your name and the address of the property for your Service to other providers of public communications services and providers of directory services (to include these details in phone books and make them available

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from directory enquiry services). We won't be liable for any mistake they make with your details;

b. unless you ask us to transfer (or "port" – see section 9) your existing landline number, we'll give

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you a new telephone number for the service – this telephone number belongs to us and you can't sell or transfer it to anyone else;

c. you can't advertise the telephone number for the service in or on any public telephone box.

- 7.10. Details of the monthly fee you pay for our telephone service (which will be included in your Service Fee, along with the fee you pay for broadband– see section 17.8) is set out in your Service Confirmation Email. When you purchase the telephone service, you will be provided with a package that includes certain calls. Our rates for calls that aren't included (and for which you'll have to pay Call Charges (see section 17.8)) are set out in our Price Guide.
- 7.11. You must follow our Acceptable Use Policy when using our telephone service. If we think you've breached it, we can put further limits or restrictions (see section 23.8) on your calls or suspend or end your use of our services or Our Agreement (see section 23).

8. Credit limit

- 8.1. If you're purchasing our add-on telephone service as part of your Service, there will be a limit on the call charges you can incur in each monthly payment period. This will be explained during your order and set out in your Service Confirmation Email.
- 8.2. Once you reach your limit in any monthly payment period we'll restrict the telephone service so that only non-chargeable calls can be made for the remainder of the month. You may contact us to see if you're able to make a one-off payment in order to reinstate the full telephone service.

9. Transferring your existing number and "porting compensation"

- 9.1. If you purchase an add-on telephone service as part of your Service you can ask for your existing landline telephone number to be carried over or "ported" to our network and we'll try our best to make this happen. You should contact our Customer Services (see section 27.1) to do this and they'll tell you what details we'll need from you - you may need to contact your existing landline telephone service provider to get these.
- 9.2. If you've provided us with the correct information for the porting we'll work with your existing provider to make sure that all the necessary steps to achieve the porting are taken. Once this is done, we'll email you with a "porting date".
- 9.3. We may have to change this porting date (if, for example, we find out that the necessary porting steps have not in fact happened), in which case we'll email you with a new porting date to replace the old one.
- 9.4. You'll be able to claim "porting compensation" from us if:
- a. the number porting hasn't happened 1 business day after the porting date emailed to you (in which case compensation is payable from the second business day after the porting date, until the date the number porting is complete); or

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- 9.5. The porting compensation you are due is £5 per a day. We'll add any porting compensation we owe you as a credit to your next monthly bill following your approval. Any such compensation will fully and finally settle any claim you may have against us (now or in the future) for that delay or mishandling of porting.
- 9.6. We may be able to give you a temporary number to use while you're waiting to port your existing landline number to our network – our Customer Services will be able to tell you more about this.
- 9.7. We'll also of course take all reasonable steps to help you if you want to transfer the telephone number from the telephone service you've purchased from us to the landline telephone service of another provider, though we won't start the porting process until you've fully paid everything you owe us at that time.
- 9.8. If you switch both your phone and broadband services to another provider using the One Touch Switch process, you have the right to port your phone number for a period of at least 30 days after the termination of your contract with us. This applies both when you switch from us to another provider and when you switch from another provider to us. We will communicate the porting date to you either over the phone, by email, or by letter. There will be no charge for porting your number. If you wish to port your number after terminating your contract, please contact us within the 30-day period to facilitate the process.

10. Your 14 day cancellation period

- 10.1. You have a legal right to cancel Our Agreement within the period of 14 days starting from the day after we activate our Services without paying an Early Termination Charge.
- 10.2. If you use this cancellation right,
- a. you'll have to pay a Cancellation Fee (see section 17.8) for:
 - i. any installation-related work we have carried out in connection with your Service up until the date you told us you wanted to cancel; and
 - ii. any Service you received until the date you told us you wanted to cancel, (and in each case this will mean the full cost of any such amounts that were discounted or included as free when you purchased the Service on the terms of Our Agreement); and
 - b. you must also return to us, at your cost and within 14 days of you telling us you want to cancel, any equipment we've provided you (see section 14.1) in connection with your cancelled Service, in good condition and in its original packaging at: **Hey Broadband Returns, Hey Broadband, COA Warehouse, 1 -2 Hayes End Rd, Hayes, London, UB4 8EH**
- 10.3. We'll charge you for the full cost of any equipment you don't return to us within 14 days after our Agreement ends. If you do return it within this time but it's no longer in good working order, we can charge you for its reduction in value, up to the full amount of its cost. (See Equipment and Apparatus Fee in section 17.8).
- 10.4. After you let us know that you want to cancel, we'll contact you to let you know what (if any) charges are payable on cancellation and how to return our equipment.
- 10.5. You can tell us you want to cancel by using our online Cancellation and Termination Form. Alternatively, you can also call, email or use our online contact form (see section 27.1) and we'll guide you through the process. Once we receive your cancellation request, we will promptly get in touch with you by phone to confirm that the request was genuinely made by you or an authorized account holder. This step is

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for security purposes only and will not delay or prevent your cancellation from proceeding.

- 11. Services purchased for your property by a landlord, building manager or letting agent
- 11.1. This section 11 applies where we have a contract with a landlord, freeholder, developer, building manager, letting agent or other similar person or organisation ("Manager") to provide our services at a property at which you're either a tenant or you're otherwise occupying the property under a contractual arrangement with the owner.

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- 11.2. The Manager is our customer and our obligation to provide these services (the “Manager’s Services”) is to them and not you.
- 11.3. You agree to comply with all the documents set out in section 2.3, as if you were our customer and had purchased our services (as much as the terms of those documents can apply to you in this case). You also agree to comply with all the obligations set out in section 6. You cannot use the Manager’s Services otherwise.
- 11.4. We’ve no obligation to you under our contract with the Manager or under any document set out in section 2.3.
- 11.5. If there’s any fault or other problem with the Manager’s Services this will be dealt with between the Manager and us. You should report any fault or other problem with the Manager’s Services to the Manager. You’ve no right to bring any claim against us in relation to this.
- 11.6. We can suspend or end the Manager’s Services that you receive if:
 - a. the contract between us and the Manager is suspended or ends; or
 - b. you breach any of your obligations under section 11.3.
- 11.7. You may be able to order an additional service from us directly (one that’s not part of the Manager’s Services) – for example an upgrade to the Manager’s Services or an add-on telephone service where this wasn’t part of the Manager’s Services. Any such purchase by you will be under a separate legal agreement between you and us under which you’ll be our direct customer. We’ll only be able to provide such an additional service while we’re also providing the Manager’s Services to you. Your additional service won’t work if we end or suspend the Manager’s Services and we won’t accept any liability to you for this. If we do end the Manager’s Services, you may be able to order full services from us as a direct customer.

12. Our installation work

- 12.1. Once all our apparatus (which includes our sockets, cabling, switches, poles, ducts and any other network apparatus needed to provide you with your Service) is installed at your property, you can use our equipment (see section 14.1) to connect to our network.
- 12.2. If your property isn’t already suitably installed with our apparatus, you’ll need to arrange an installation visit with our engineers – they’ll call you to do this soon after your Service Confirmation Email is sent (usually within 2 working days).
- 12.3. You can also contact Customer Services (see section 27.1) where you’ve already got a working Hey! Broadband socket connected to our network but would like another one in a different location at your property. They can arrange for an engineer to call you to arrange an installation visit.
- 12.4. When the engineer calls you to arrange any installation work, they’ll ask you some questions about the layout of your property. This helps them work out in advance some of the details of the installation work needed. Depending on your answers they will:
 - a. arrange a date for a standard installation, for which our Standard Installation Fee (see section 17.8)

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applies (though it might turn out that on visiting your property, the engineer realises a bespoke installation is needed (see section 12.8);

b. tell you that we can't install at your property, (in which case, unfortunately, we'll have to end Our Agreement – we won't charge you anything if this happens and will refund any amounts you've already paid); or

c. tell you that we can't install at your property for our Standard Installation Fee (see section 17.8) but that we may be able to carry out a bespoke installation (one that generally involves more work and higher costs than is covered under our Standard Installation Fee) depending on what the engineer finds on visiting your property. We won't go ahead with the installation until you confirm that you agree with the route the installation work will take and to pay the Bespoke Installation Fee that we'll charge for it (see sections 12.8 and 17.8). We won't be able to tell you this unless our engineer visits. If you decide not to go ahead (either before or after the first engineer visit related to the installation work), then we'll end Our Agreement – this means you won't be charged anything and we'll refund any amounts you've already paid.

12.5. The engineer may only realise following a visit to your property that we can't install. This may be due to technical, health and safety or other practical reasons. If this is the case, we'll end Our Agreement, you won't be charged anything and we'll refund any amounts you've already paid.

12.6. If the information you gave the engineer about your property on the call turns out to be wrong and as a result we can't install at your property (which includes if you don't want to pay a Bespoke Installation Fee (see section 17.8) for work that would be needed to install), we'll end Our Agreement and we can charge you an Engineer Visit Fee (see section 17.8) but you won't be charged for anything else. We'll also refund you any amount you've already paid beyond what you owe us.

12.7. If you're able to have a standard installation we'll make every effort to accommodate your preference as to the route the installation work will take. If you decide you're not happy with it, we may discuss a bespoke installation with you (see section 12.8). If you don't agree with our proposed route for the bespoke installation (again we'll try our best to take your preferences into account) and/or don't want to pay the Bespoke Installation Fee that will apply, we'll end Our Agreement, you'll only be charged an Engineer Visit Fee (see section 17.8) and we'll refund any amount you've already paid beyond what you owe us for the engineer visit.

12.8. It might be that an engineer can only tell if a bespoke installation is needed once they've visited your property. We won't go ahead with any bespoke installation work until:

a. we've told you the route that installation work will take (we'll make every effort to accommodate your preferences);

b. we've told you how much the Bespoke Installation Fee will be; and

c. you confirm in writing either to the engineer present or by email to us that you're happy with the installation route we proposed and agree to pay the Bespoke Installation Fee.
If you don't do this (or you tell us that you don't want to go ahead) then we'll end Our Agreement, you won't be charged anything, and we'll refund you any amount you've already paid.

12.9. Unless you've specifically agreed with us otherwise, you (or a responsible adult that you've expressly confirmed to us in writing is authorised to make decisions about the installation on your behalf) must be present at your property for the first engineer visit related to any installation work. This is so that you

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(or the adult authorised to act on your behalf) can approve the route the installation will need to take or in case the work will involve anything bespoke. You'll need to agree specifically to any bespoke work (and the fees for it) with us, as mentioned in sections 12.4c and 12.8.

- 12.10. If your installation is for your initial connection to your Service, once the work is complete, we'll provide you with our equipment (see section 14.1). If our engineer is already at your property for installation work, they can set up our equipment up for you. Otherwise, our equipment comes with written instructions to help you do this yourself. If you'd prefer not to, we can send an engineer to set it up, but you'd have to pay an Engineer Set Up Fee for this (see section 17.8).
- 12.11. If you wish to move the equipment after the installation, you'll need to arrange a visit with our engineers and you will be charged a Relocation Fee (see section 17.8).
- 12.12. If we have to carry out any additional works before the installation, i.e. civils works, tree cutting etc., you'll have to pay a Pre-Installation Fee (see section 17.8). This fee is non-refundable and in case you'll ask us to remove any additional works installed, you will have to pay us for this additional new service.

13. Engineer visits and access to your property

- 13.1. Our engineers will need to visit your property:
 - a. for installation-related work - this will include assessment of the work involved (a survey) as well as carrying out such work (see section 12);
 - b. to repair faulty equipment or apparatus, where we tell you this visit is necessary after you report the fault to us (see section 15.1a); and/or
 - c. to check, connect, repair, maintain, upgrade, remove or replace our apparatus or equipment, and you agree to give them access to do these things.
- 13.2. Our engineer will contact you to arrange the visit and schedule a date and time slot with you. We'll tell you at least 2 hours before the scheduled date/time if this changes (unless we are prevented from doing so due to unforeseen circumstances, in which case we will contact you as soon as reasonably possible to reschedule). You can also change or cancel an engineer appointment but must tell us by 12.00pm (midday) on the previous working day to your scheduled appointment date – otherwise we can charge you an Engineer Visit Fee (see section 13.4).
- 13.3. You agree to let us access our equipment (see section 14.1) or our apparatus (see section 12.1) on shorter notice if there's an emergency or other urgent problem to fix, affecting your (or another customer's) Service or our network.
- 13.4. We can charge you an Engineer Visit Fee (see section 17.8) if:
 - a. you cancel, or change the date/time of, an engineer visit after 12.00pm (midday) on the previous working day to your scheduled appointment date;
 - b. neither you nor a responsible person adult acting on your behalf with your permission is available at the property to answer questions or make decisions necessary for the engineer to carry out their work (if it's the first engineer visit related to installation work, either you or a responsible adult that you've expressly confirmed to us in writing is authorised to make decisions about the installation on

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your behalf must be present – see section 12.9);

c. the address you provided for the property is wrong;

d. the engineer can't access the property (which includes any situation where their access is refused or blocked, the engineer feels unsafe due to the behaviour of those at the property or you no longer want the work carried out);

e. the engineer comes to fix a fault you reported but can either find no fault at all or finds that the fault wasn't caused by our apparatus (see section 12.1), our equipment (see section 14.1) or your Service;

f. you had told us that your property met certain requirements (needed to provide your Service) but when they visit, the engineer finds that this isn't the case.

13.5. You agree to give our engineers any help they reasonably need to carry out their work (or, if applicable, you agree to make sure that the responsible adult acting on your behalf and with your permission does this).

13.6. When we carry out any work at your property, we'll try to cause as little noise and disturbance as we reasonably can.

13.7. You, or a responsible adult acting on your behalf and with your permission, will give us access to and be at your property whenever we carry out any work there.

13.8. You acknowledge that installation of our apparatus may involve laying ducting overground to run cables or burring the cables in soft verge areas, drilling through walls, the installation of drop cables from a nearby pole (these cables will be fixed to the exterior wall of your property and brought inside the property via a hole drilled through the wall) and other such works. This is likely to result in a certain amount of damage and disruption which we will take reasonable steps to make good.

13.9. If, in connection with providing your Service, we need permission to cross someone else's land or put our apparatus on, in, over or through it, you'll get us this permission (which may need to be a legal agreement in a form that we decide we can accept). We won't carry out the relevant work unless we have the permission we need. If you can't get it, we'll end Our Agreement. If we do this, we can charge you for the cost of any work we've already carried out in connection with providing your Service.

14. Our equipment and our apparatus

14.1. Once you receive your Service Confirmation Email and any installation work needed to provide your Service has been carried out, you'll receive our equipment (unless you already have this at your property). This will be our router, cables and any other equipment you'll need in order to connect to our network via our socket.

14.2. Our equipment and our apparatus (see section 12.1) will always belong to us and you mustn't sell or give

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them, or make them available, to anyone else. You agree to let us install them at your property and to follow any reasonable instructions we give you about them.

- 14.3. Unless we tell you otherwise (or unless you cancel Our Agreement – in which case see section 10), our equipment must be kept at your property (for which you've purchased your Service) at all times until Our Agreement ends, when you should return it to us, as set out in section 24. It should only be used in connection with your Service and you're responsible for keeping it in good order.
- 14.4. You mustn't do anything (or allow anything to be done) that damages or interferes with our apparatus or equipment at your property or prevents the use of or easy access to it. Once installed, our apparatus must remain at your property.
- 14.5. You must take good care of our apparatus and our equipment. If any of it is damaged (other than the wear and tear we'd expect from its reasonable use) or removed from your property whilst you are a customer, we can charge you to re-install, fix or replace it.
- 14.6. We may need to restrict your use of our equipment if it has been affected by a computer virus.
- 14.7. If Our Agreement ends, or you move home, we won't remove any apparatus we've already installed at your property (unless the law requires us to do this).

15. Faulty equipment or apparatus

- 15.1. If you think any of our equipment (see section 14.1) or apparatus (see section 12.1) is faulty, you must contact our Customers Services and they'll advise you how to check it. If the problem can't be sorted out this way our Customer Services will either:
 - a. send an engineer to your property (see section 13) to check and repair the equipment or apparatus at a time arranged with you; or
 - b. ask you to send the faulty equipment, in suitably protective packaging, to us. We'll then either repair or replace it.
- 15.2. If our engineer or those checking our returned equipment:
 - a. can't find a fault, we can charge you either an Engineer Visit Fee to cover the visit or, if applicable, the cost of work checking our returned equipment and the related cost of sending any equipment to you;
 - b. reasonably think the fault was caused by something you (or others at your property) did or failed to do, we can charge you the reasonable cost for repair or replacement (Equipment and Apparatus Damage Fee) (see section 17.8):
 - c. find that neither section 15.2a nor 15.2b apply, we'll repair or replace our equipment or apparatus which will then either be:
 - i. sent to you free of charge (if it's equipment) and we'll refund your postage costs; or

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ii. installed by us free of charge (if it's apparatus). In either case, the replacement equipment or apparatus will still belong to us (see section 14.2).

15.3. Sometimes we can ask you to return an item of equipment to us when you've not reported a fault with it. If we do this, we'll pay for the postage costs and provide you with a replacement item. If we provide you with packaging for this, you should use it. If we provide you with replacement equipment and we don't receive any equipment we asked you to return to us within 30 days, we can charge you for it.

15.4. Except as set out in sections 13.8 and 20, we won't be responsible to you for any loss or damage from our installation work or from our equipment or any of our apparatus.

16. Changing your Service

16.1. Changing your broadband Service – you can change to another broadband Service we offer, at any time – just contact our Customer Services (see section 27.1). When you make your request, we'll tell you what Early Termination Charge (see section 17.8) will be payable and when the change will happen.

a. If you downgrade to a Service with a slower speed or a shorter minimum commitment period, your minimum commitment period will start again when your new Service begins.

b. If you upgrade to a Service with a higher speed or longer minimum commitment period we may let you carry over your existing minimum commitment period to your new Service – again we'll tell you when you ask us about changing.

16.2. Changing your add-on telephone service – you can add, remove, upgrade or downgrade your telephone service at any time. This won't affect the minimum commitment period for your Service. Just call our Customer Services (see section 27.1) and we'll explain how the change will increase or reduce your monthly Service Fee (see section 17.8), whether there's any fee payable in relation to the change and when the change will happen.

16.3. Once we've both agreed to any change to your Service under this section 16, we'll send you a new Service Confirmation Email. This will set out:

a. the details of the change (including the minimum commitment period that will apply to your changed Service); and

b. the charges you've agreed to pay in connection with the change.

17. Paying for our services

17.1. You agree to pay the charges for the services we provide you with and any other costs that apply to you under Our Agreement by direct debit, using the bank account details you provided to us when you ordered your Service. Sometimes, we may also agree another payment method with you. If your bank details change, you must tell us immediately. If you don't update your payment details after having changed your bank account, you'll have breached Our Agreement and we may suspend or end your Service.

17.2. You'll be charged a monthly Service Fee for your Service. This will be billed as a set amount, monthly in advance, throughout your minimum commitment period. Your Service Confirmation Email will tell you what your monthly Service Fee payment will be once your minimum commitment period has ended.

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- 17.3. If you've purchased our add-on telephone service you'll also be charged monthly for chargeable calls you made in the period before the bill. These "Call Charges" will vary every month, depending on your use and will generally be billed in the month after they were made or, if not, in the month after that.
- 17.4. There are also a number of one-off fees (such as for installation or to cover the cost of replacement equipment) that you may be charged.
- 17.5. If the amounts for any of these fees were set out in (or explained during) the order for your Service and confirmed in your Service Confirmation Email, these are the amounts that will apply to you.
- 17.6. For any other fees (including for chargeable calls as part of an add-on telephone service), the amounts we'll charge you are as set out in our Price Guide. We'll update the Price Guide from time to time so you should keep checking it.
- 17.7. Your monthly Service Fee is payable from the date we email to tell you your Service is active (see section 5.2).
- 17.8. Our fees may include the following (you'll find further details on them in our Price Guide):

Call Charges	The charges for any calls not included as free in your add-on telephone service (if you've purchased this). These are usually included in the monthly bill after the chargeable calls are made (or sometimes in the bill after that).
Cancellation Fee	The one-off fee we'll charge you if you cancel Our Agreement within the 14 day cancellation period, to cover the cost of any installation-related work we carried out in connection with your Service and of any Service you received, in each case until you told us you wanted to cancel, as set out in section 10.2a.
Early Termination Charge	The one-off fee which is payable if your Service ends while there's still a minimum commitment period that applies to it. It's based on the remaining months of your minimum commitment period and will never be more than the total of the monthly Service Fee payments you'd have to make until the end of that period.
Engineer Set Up Fee	The one-off fee payable where you ask us to send an engineer to your property specifically to connect our equipment to our network via our socket – see section 12.10. If our engineers are already at your property to carry out installation work, they will set up our equipment for you and you won't be charged an Engineer Set Up Fee for this.
Engineer Visit Fee	The one-off fee payable if (i) you cancel a scheduled engineer visit at short notice, (ii) you've agreed a visit time with an engineer but they're unable to carry out their work due to your fault, (iii) you asks us to move the equipment after the installation or (iv) the engineer has come to fix a fault you reported and either finds that there is none or that the fault wasn't caused by our apparatus, our equipment or your Service (all as set out in sections 12, 13 and 15.2). We can also charge this fee if you send us our equipment back to check for faults but we can find no fault in such equipment – see section 15.2.

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Equipment and Apparatus Fee	The one-off fee that we can charge you under Our Agreement when our equipment isn't returned to us as it should be, when you cancel Our Agreement or when it ends (see sections 10.3 and 24).
Equipment and Apparatus Damage Fee	The one-off fee for the repair or replacement of any of our equipment or apparatus that we can charge you for under Our Agreement when you damage it (see section 15.2b)
Installation Fee	This can be our Standard Installation Fee for the work involved in our standard installation of our apparatus (see section 12.1) at your property (see our Price Guide) or our Bespoke Installation Fee where we're carrying out non-standard installation work. The amount of the Bespoke Installation Fee depends on the bespoke work needed and you'll be told the cost once we've calculated it. We'll get your specific agreement to any Bespoke Installation Fee before we carry it out or charge you for it (see section 12).
Late Payment Interest Charge	The one-off fee payable if you don't fully pay what you owe us by its due date. The fee will be charged as interest on your overdue payments (at the rate of 4% per annum above Barclays Bank plc's base rate at that time) from the date you should have paid us, until the date we receive the full amount you owe (which includes the full amount of any Late Payment Interest Charge on your late payment).
Payment Fail Fee	The one-off fee every time your Direct Debit payment or other payment method we've agreed with you fails for any reason.
Pre-Installation Fee	The one-off, non-refundable fee for any work involved prior to the installation.
Relocation Fee	The one-off, non-refundable fee for any work involved if you ask us to move our apparatus after it has been installed at your property.
Service Fee	The fee you pay for your Service, which is billed monthly, in advance. This will be a set monthly amount as confirmed to you in your Service Confirmation Email.

- 17.9. Once your service is active, your bills will be issued and emailed to you by the 9th day of each month. The amount billed will be taken from the bank account for which you gave details when you ordered your Service, on the 21st day of month (or, if this is not a working day, on the next working day after the 21st) or on the date you chose for the direct debit to be taken from your account.
- a. Your first bill will include any Service Fee (pro-rated) that applies to your Service until the bill issue date, the Service Fee for the next month of your Service, any Installation Fee and (if applicable) Call Charges (see section 17.8) incurred before the bill was issued.
 - b. Your following bills will include the next month's Service Fee and (if applicable) any unpaid Call Charges incurred before the bill was issued.
 - c. Any bill can include any one-off fee that applies under these Terms and/or your Service Confirmation Email.

- 17.10. We'll charge you VAT on all our services. You'll see on our bills that the VAT amount is listed separately, but all the amounts in our Price Guide and Service Confirmation Email include the applicable VAT.

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17.11. You may receive a bill credit at any time, for example as part of a promotion, a goodwill gesture, or a service adjustment. Any bill credit will be applied automatically to your account and shown on your billing statement. The credit will be used to offset monthly charges, and no payment will be taken via direct debit until the credit has been fully applied. Once the credit is exhausted, regular monthly payments will resume and will be collected via direct debit, in accordance with your agreed payment schedule.

17.12. Bill credits are non-transferable, have no cash value, and may not be exchanged or refunded. The reason for and terms of any bill credit will be confirmed in writing at the time it is applied.

18. If you fail to pay us

18.1. If you don't fully pay us the amount on your bill by the due date, we'll remind you (for example we may call, send you a text message or interrupt your Service).

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- 18.2. If you still don't pay us we can suspend the Service or end Our Agreement (see section 23.1c), though we won't usually do this until 10 days after the payment was due to be taken. We can also add a Late Payment Interest Charge (see section 17.8).
- 18.3. Finally we may ask a debt collection agency to collect the payment for us. If this happens you'll have to pay the agency's reasonable costs as well as the amount of your overdue payment and any Late Payment Interest Charge that applies to it.
- 18.4. If the direct debit set up to pay your monthly bills or any other payment method you've agreed with us fails, we can charge you a Payment Fail Fee in your next monthly bill.
- 18.5. If you think we've made a mistake with the charges on your bill, you must tell us immediately. We'll then look into the amount you're disputing and refund you (usually as a credit on your next bill) if we then find that what we charged you was too high.

19. Service quality and service interruptions

- 19.1. We want to provide you with a continuous, high-quality Service but you should know that your broadband speed will depend on a number of things, some of which are outside our control (for example the technical capabilities of the devices you use when connecting to your Service).
- 19.2. You'll achieve the fastest possible speed for your Service on any device if you directly connect that device to our socket with an Ethernet cable. Connecting to your Service wirelessly will always mean some loss of speed.
- 19.3. You'll find more information about the speed of your Service and what affects it in our FAQs.
- 19.4. We won't be responsible for anything affecting the speed of your Service where this is due to things beyond our reasonable control or making sure that our equipment gives you a wireless signal throughout your property.
- 19.5. If you're unable to get the speed we'd expect from your Service, we'll investigate and wherever possible take steps to fix this. This might mean arranging for an engineer visit to your property or giving you instructions over the telephone.
- 19.6. We can't promise you a consistently fault-free Service but we will use all reasonable efforts to reduce the effect of any interruption to it.
- 19.7. Sometimes we may need to interrupt your Service to maintain, repair, upgrade or make technical changes to it. We'll try to let you know before we do this and we'll restore your Service as soon as we can.
- 19.8. We may need to restrict the use of your Service if:
 - a. we think it's needed to stop the spread of a computer virus; or
 - b. it may be detrimentally affecting how others are able to use our services.
- 19.9. We won't be responsible for any interruption to your Service from things beyond our reasonable control (see sections 20 and 28.6).

20. Our responsibility to you when things go wrong

- 20.1. We must carry out our responsibilities under Our Agreement with the reasonable speed and skill you'd expect from a competent provider of the services you've purchased. Even when we do this, there are certain things related to the quality and speed of your Service (as we've already told you in section 19) that we can't be responsible for. Neither can we promise that our equipment (see section 14.1) or our apparatus (see section 12.1) will never be faulty – sections 6.1d xiii and 15 set out what you should do if they are.
- 20.2. When things go wrong under Our Agreement, we'll always try and put them right if we can.
- a. We'll always be responsible for:
 - i. death or personal injury from our negligence;
 - ii. fraud;
 - iii. any rights available to you as a consumer, for which we must always be liable by law (you can visit the Citizens Advice website at www.citizensadvice.org.uk for more information on these); and
 - iv. anything else where the law always makes us remain liable.
 - b. Except as set out in section 20.2a, neither we nor any company in our group (which includes any person connected with us or with that other company in our group) will be responsible for:
 - i. direct or indirect loss of profit;
 - ii. direct or indirect wasted expenses;
 - iii. direct or indirect purely financial losses;
 - iv. direct or indirect loss of contracts;
 - v. direct or indirect loss of goodwill;
 - vi. direct or indirect loss of revenue;
 - vii. direct or indirect loss of business or business opportunity;
 - viii. direct or indirect loss of expected savings;
 - ix. any other direct or indirect financial or business-related losses not set out in sections 20.b i to viii;
 - x. the cost to you of getting substitute goods or services;
 - xi. losses caused by you breaching Our Agreement;

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- xii. the loss, corruption or release of, data (including personal data), information or software;
- xiii. loss or damage from the use or inability to use our services (including from delays in providing our services or interruptions to your Service);
- xiv. loss or damage from any material posted on our Website or on another website accessed using your Service;
- xv. loss or damage caused by malware or the unauthorised use of a Service on any of your devices;
- xvi. losses from the failure of any safety, security or alarm system, or other system connected to the internet via your Service because they're not compatible with your Service or our network or for another reason that's not our fault and/or beyond our reasonable control;
- xvii. loss or damage from any equipment that we haven't supplied;
- xviii. loss from us ending Our Agreement for a reason connected with installation, as set out in section 12;
- xix. any indirect loss or damage - this means we're only responsible for any loss or damage where it's an obvious consequence of something we did or didn't do (or we both knew would probably happen) and which isn't excluded anywhere else in this section 20;
- xx. claims from contractual terms not included by us in Our Agreement but which are implied by law (unless the law doesn't allow us to exclude these).

20.3. Where we're responsible for loss or damage under Our Agreement:

- a. you must always try your best to reduce any losses, damage or costs you may incur; and
- b. except where we're responsible for losses under section 20.2a, our liability is limited, to a maximum of £10,000 for all claims which arise in a 12 month period. A series of connected claims counts as one claim dating from the time the main claim arose.

20.4. You can't make a claim under Our Agreement:

- a. where a valid claim for the same event can be made under a separate agreement you've entered into with us or with any company in our group; or
- b. to the extent any amount to which the claim relates is recoverable from another person.

20.5. If you're unhappy about our services or with us, section 26 and our Code set out how you can make a complaint.

21. Moving Home

21.1. If you're planning to move home, please contact our Customer Services (see section 27.1) and we'll tell you what options you have for your Service and what charges you may have to pay.

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- 21.2. We can only provide our services at your new home if it's already installed with our apparatus (see section 12.1) or it's in an area where we can install this immediately – we can let you know about this when you tell us about your move. If you purchase any of our services for your new home, you'll be treated as a new customer. This means you'll have to go through the ordering process again, you may be charged for any installation work and the minimum commitment period for your new Service will start when that Service is activated at your new home.
- 21.3. If you move home while still within the minimum commitment period of your existing Service, you will be liable to pay the applicable Early Termination Charge (see section 17.8), regardless of whether you are able to purchase our Services at your new address. If we cannot provide Services at your new home, this does not exempt you from paying the Early Termination Charge. We'll let you know how much this will be when you tell us about the move.
- 21.4. To end your existing Service, you'll need to give us 30 days' notice in writing – this can be done by using our online Cancellation and Termination Form or by email.

22. How you can end Our Agreement

- 22.1. Unless you're within your 14 day cancellation period (see section 10), if you want to end Our Agreement (or any Service we provide you under it) you'll need to give us 30 days' notice or if you are switching to another provider through an approved switching process, your agreement will end on the day your switch is completed. You can let us know by email or use the Cancellation and Termination Form on our Website – we'll also include a link to this form in your Service Confirmation Email. Once we receive your cancellation request, we will promptly get in touch with you by phone to confirm that the request was genuinely made by you or an authorized account holder. This step is for security purposes only and will not delay or prevent your cancellation from proceeding.
- 22.2. During this notice period, we'll carry on providing your Service and charging you for it.
- 22.3. If you're within the minimum commitment period for your Service at the time it ends, you'll have to pay an Early Termination Charge (see section 17.8). We'll let you know how much this will be when you tell us you want to end your Service.
- 22.4. If you've experienced a total loss of your Service (which doesn't relate to us suspending or restricting it under these Terms) for 30 continuous days and you told us about the problem as soon as it happened you can end your Service immediately and you won't have to pay an Early Termination Charge.
- 22.5. You can end a Monthly Rolling Contract at any time by giving us 30 days' notice. You can let us know by email or by using the Cancellation and Termination Form.

23. When we can suspend your services or end Our Agreement

- 23.1. We can suspend or end any service we've been providing you or end Our Agreement:
- a. if we reasonably think that you're misusing your Service, our equipment, our apparatus or our network (see our Acceptable Use Policy);
 - b. if you breach any of your obligations under section 6;
 - c. if you cancel the direct debit (or other agreed payment method) that was arranged to pay for our services without agreeing with us another form of payment to replace it or if any payment you owe us otherwise fails (see section 18.2);

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d. if we think you've given us with false or misleading information at any time during your ordering or our providing our services;

e. for any reason connected to installation work, as set out in sections 12.4b, 12.4c, 12.5, 12.6, 12.7 or 12.8.

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- f. if we think you're (or another person using your Service is) using our services for illegal purposes;
 - g. if we receive a serious complaint about your use of our services (and we believe the complaint is genuine);
 - h. if we tell you that your use of our services is causing other users serious problems but you fail to change your use;
 - i. if you or anyone dealing with us on your behalf acts towards our staff or agents in a way we think is inappropriate and, we believe, justifies us suspending or ending any services we agreed to provide you or Our Agreement;
 - j. if you can't pay your debts or become bankrupt;
 - k. upon your death;
 - l. if you breach any part of Our Agreement which we think is important;
 - m. in order to follow the instructions, order or request of any government authority, the emergency services or another authority that we need to obey;
 - n. if any authorisation needed by us to provide our services ends or is changed;
 - o. if we think it's necessary for security, operational or technical reasons;
 - p. if we think it's necessary due to any of our suppliers no longer providing their services to us;
 - q. if we're no longer providing services to customers; or
 - r. for any other reason (or no reason) – in which case we'll try to give you at least 15 days' notice, and we're not responsible for any costs or losses to you if we do this.
- 23.2. If you breach your obligations in section 6.1d iii, by excessively using unlimited calls or calls included for free in your monthly Service Fee we can also restrict your use of our add-on telephone service and/or (if we give you notice of this) charge you our standard peak time rates (as set out in our Price Guide) for those calls.
- 23.3. If your Service hasn't started yet, and these Terms allow us to end Our Agreement, we may end them immediately (for example where we find we can't install our apparatus at your property (see section 12). At other times, we'll usually give you at least 14 days' notice (by email) before suspending or ending our services or Our Agreement, though it may be much shorter, or even immediately, depending on the reason we're doing this.
- 23.4. If we suspend your Service, other than where it's through no fault of yours, you'll still be charged for it, as if you were still able to use it.
- 23.5. If we end your Service and/or Our Agreement, unless this is for no reason or because we're no longer providing such a Service to customers, you'll have to pay an Early Termination Charge (see section 17.8) – we'll tell you how much this will be at the time.

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- 23.6. If you're within your 14 day cancellation period, you can still use your right to cancel Our Agreement (see section 10 on how you can do this).
- 23.7. If you reach the credit limit set for our add-on telephone service during any monthly payment period, we can restrict your use of that service for the rest of that period (see section 8).
- 23.8. If you breach our Acceptable Use Policy, we can further limit or restrict your use of our telephone service (beyond the standard credit limit –see section 8).

24. Returning equipment when Our Agreement ends

- 24.1. When Our Agreement ends for any reason, you must return our equipment (which will include our router, cables and any other equipment we provided you with to connect to our network via our socket (see section 14.1)) unless we've specifically asked you (by email and/or text message) to leave it at your property. You must do this at your cost and within 14 days of Our Agreement ending.
- 24.2. If you're required to return any of our equipment to us under section 24.1, you should send it to: Hey Broadband Returns, Hey Broadband, COA Warehouse, 1 -2 Hayes End Rd, Hayes, London, UB4 8EH.
- 24.3. If we don't receive it from you in good condition within 14 days after Our Agreement ends we can charge you up to the full replacement value.

25. Changes to our services, fees or Our Agreement

- 25.1. At any time, we may change our services, our charges, our equipment, our apparatus or the terms of Our Agreement. This may happen:
 - a. if we change our services (or the way we provide them), or introduce new features, benefits or services (this could include improvements to your existing Service or equipment);
 - b. if we change the way we structure our services (and/or change their pricing);
 - c. if the cost to us of providing our services has increased (which can happen if the businesses we buy from increase their prices);
 - d. if we've changed the way we run our business;
 - e. to make Our Agreement clearer or easier to understand;
 - f. to make technical changes to our network or reflect changes or improvements in technology;
 - g. if there are changes in the law or in any regulation, code of practice, regulatory guidance or other responsibility that applies to us; or
 - h. for any other reason that we can't predict now.
- 25.2. If we make such a change and it's likely to cause you significant disadvantage, then unless the change is for legal or regulatory reasons (as mentioned in the list above) we'll email you about it at least 30 days before it happens.
 - a. If you want, you can then end Our Agreement in relation to any affected service by telling us you

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want to do this by email or using the contact form on our Website (see section 27.1) within 30 days of our email to you about the change.

b. If you do this, you won't have to pay any Early Termination Charge for ending the affected service(s) or any increased charge for your existing Service during the notice period. We'll also end Our Agreement in relation to any other service that we can't provide without the service you've chosen to end (for example we can't provide a telephone service if you've chosen to end the broadband part of your Service) and you won't have to pay any Early Termination Charge for this either.

- 25.3. During your minimum commitment period, your monthly plan charge will increase by a specific amount each calendar year. This price increase will take effect each April and will be clearly set out in your contract summary. Certain products may be excluded from this annual increase, and any such exclusions will also be detailed in your contract summary.
- 25.4. We'll usually let you know about any other change, either by putting details of it on our Website directly or by updating (on our Website) the terms of any document making up Our Agreement. You should check our Website regularly for any such changes.

26. Complaints

- 26.1. We aim to provide you with an excellent customer service experience but sometimes things can go wrong.
- 26.2. If you're unhappy with the products or services you've received from us or have any other problem you'd like us to sort out, please email or use our online contact form (see section 27.1) to let us know and we'll do our best to resolve it. Our Complaints Code explains how you can contact us to make a complaint and how we'll work to sort things out.

27. Contacting each other

- 27.1. How you contact us:

By phone	call Customer Services on 0808 168 1616 (you'll have to pay your telephone provider's access charge (if any) but your call is otherwise free
By email	support@heyb.co.uk Online via our online contact form at https://heybroadband.co.uk/support/

- 27.2. How we contact you

By email	using the email address you gave us (see section 6.1c) – this will be the usual way we get in touch with you
By phone	using the telephone number you gave us (see section 6.1c) or the number for the telephone service which is part of your Service
By text	using the telephone number you gave us (see section 6.1c) By letter using the address you gave us when you purchased our Service

- 27.3. We'll give you notice of anything important related to Our Agreement via our website or by email (to the latest email address you've given us in connection with your customer account – see section 6.1c). We may also write to you (by post) at the address we provide your Service. We can assume that any notice we give via a website update or by email is received by you on the day it was posted on the Website or the email

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was sent to you. We can assume that you've received any notice we've sent to you by post 2 working days after we sent it.

28. Other terms/things we need to tell you

- 28.1. Our Agreement is only between you and us. No-one else can enforce it and you can't transfer to anyone else. However, we may take instructions from someone else we think, with good reason, is acting with your permission. We can transfer Our Agreement and/or our rights and obligations under it (or any part of them) to another company or other entity (or to any of our or their subcontractors). If we think this might cause you significant disadvantage, you may be able to end Our Agreement in relation to any service so affected by this change where section 25.2 applies.
- 28.2. Each part or term of Our Agreement operates separately and will remain valid and enforceable even if a court or other relevant authority finds that other parts or terms of Our Agreement are invalid or can't be enforced.
- 28.3. Our Agreement sets out everything we're agreeing between us and you related to us providing you with our services. It replaces any previous understanding or agreement between you and us about these services.
- 28.4. If we delay taking steps against you under Our Agreement where you've breached Our Agreement in any way, this won't prevent us taking steps against you at a later date for that breach or any other breach by you of Our Agreement.
- 28.5. You agree that when you order services from us, we can carry out a credit check on you. This involves looking into your records with credit reference agencies or fraud prevention agencies. We sometimes have to share this information to prevent fraud or if required by law. Any information we have about you will be used and kept safe in line with our Privacy Policy.
- 28.6. We're not responsible for failing to do what we promise under Our Agreement if this is due to matters beyond our reasonable control.
- 28.7. The following sections of Our Agreement will continue to apply, even once Our Agreement has ended – sections 10, 13, 14, 15, 17, 18, 20, 23, 24, 28 and 29.
- 28.8. Our Agreement is made under English law. Claims or disputes under Our Agreement will be brought in the English and Welsh courts. If you're a consumer and are a resident of Scotland or Northern Ireland, you may bring a claim in the local courts there.

29. Defined Terms

- 29.1. In these Terms, the following words in bold have meanings set out next to them.

Acceptable Use Policy	means our Acceptable Use Policy, as updated from time to time, which can be found on our Website.
Bespoke Installation Fee	has the meaning set out in section 17.8.
Call Charges	has the meaning set out in section 17.8.
Cancellation and Termination Form	means the online Cancellation and Termination Form which can be found on our Website.
Cancellation Fee	has the meaning set out in section 17.8.
Complaints Code	means our Complaints Code, as updated from time to time, which can be found on our Website.
Early Termination Charge	has the meaning set out in section 17.8.
Engineer Set Up Fee	has the meaning set out in section 17.8.
Engineer Visit Fee	has the meaning set out in section 17.8.
Equipment and Apparatus Fee	has the meaning set out in section 17.8.
Equipment and Apparatus Damage Fee	has the meaning set out in section 17.8.
Installation Fee	has the meaning set out in section 17.8.
Late Payment Interest Charge	has the meaning set out in section 17.8.
Manager	has the meaning set out in section 11.1.
Manager's Services	has the meaning set out in section 11.2.
Monthly Rolling Contract	means a contract with no minimum commitment period and it can end by giving 30 days' written notice.
Our Agreement	means the documents listed in section 2.3.
Payment Fail Fee	has the meaning set out in section 17.8.
Price Guide	means our Price Guide, as updated from time to time, which can be found on our Website.
Privacy Policy	means our Privacy Policy, as updated from time to time, which can be found on our Website.
Relocation Fee	has the meaning set out in section 17.8.
Service	means the residential customer broadband service, which may include (if you purchase it) an add-on telephone service, which we provide to you.
Service Confirmation Email	means the email we send to you, confirming our acceptance of your order.

Service Fee	has the meaning set out in section 17.8.
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