

These terms and conditions come into force with effect From 8th December 2023

3 Peaks Communications Residential Broadband Terms and conditions

Please take some time to read these terms and conditions. They provide important information about the services we're providing you with. This includes how we may change a service, the agreement and the charges.

The most important parts of the terms and conditions are explained below.

Common questions and important terms

What services am I getting?

We explain the details of the services, including the charges, in your order confirmation and your My 3Peaks account on the website at 3PeaksBroadband.co.uk.

How long does a service last and when does it start?

Each service will last for a minimum amount of time (the minimum term), which is set out in your order confirmation.

We switch on a service on the service start date shown in your order confirmation.

We start charging you from this date too.

If you change your mind, you can cancel a service.

In some circumstances you can end a service early. If you end a service during the minimum term, or if we end it early because you have done something wrong, you may have to pay us compensation (known as an early termination fee). Unless you tell us not to, we'll take this charge from the account you have given us details of, but we'll give you reasonable notice first. For more information about charges for leaving early, please go to www.3PeaksBroadband.co.uk/earlytermination.

Will the charges increase?

Unless you are on our fixed price contracts, we will increase the amount you pay for your service by a percentage comprised of

i) the annual Percentage increase in the Consumer Price Index (CPI) rate of inflation. We will do this only if you are out of a fixed term contract or on a flexi contract.

ii) We may also increase calling costs where our partners increase the cost to us.

In addition, we may increase the charges at any time (Outside of a fixed price contract). If you change a service you may have to pay for the service connection, you'll pay the charge for the new service from the day we agree it starts.

iii) VAT

Unfortunately we cannot change the necessity to charge VAT once the need arises. You will get 30 days notice if we need to add this increase.

How much notice will I get if you increase the charges?

We'll tell you before we put the charges up. If we increase the charges (other than as a result of our annual increase comprised of

i) Consumer Price Index (CPI) rate of inflation or make any other changes, we may let you end a service without having to pay the higher amount or a charge for leaving early.

We only charge or increase by the Interest rates and do not add profit.

Connection costs.

Connections costs are fixed by our supplier, who pay Openreach to connect you to their network. To make life easier we can spread this cost across the length of your contract. (12, 24, 36 or 60 months for businesses or 12, 24 or 36 months for residential).

We do not currently add profit to connection charges.

Termination Charges.

Termination charges are payable if you leave your contract before the contracts expiry date, the cost of early termination is £61.93 and is payable immediately. This charge is for both residential and Business contracts, but does not include Social Broadband and VOIP (Digital Phone) Contracts.

Cooling Period.

Businesses are not covered by a 'cooling off period' and will be charged the Early Termination fee.

Service responsibility:

We aim to provide the highest service possible, however, beyond our equipment that we install

Call outs.

If we cannot solve an issue over the phone, we may come out to fix an issue. We may also be able to connect remotely.

If the issues is a configuration issue which has been changed since installation or an issue caused by damage (such as the cable), we may charge a fee for this.

Our charges are as follows;

Business Call outs: £85 an hour.

Residential Call outs: are £25 an hour.

Please see "Router warranty" on our Legal Stuff web page, for further information about our Router warranties.

Monitoring:

We offer a monitoring service where we connect to the router and monitor it's health, this includes updates and resets, which is £35 a month for businesses and £15 a month for residential.

Will a service change?

It's important you realise that we may change a service (including any loaned equipment and service features), or the terms and conditions of the agreement at any time (even during the minimum term).

In some cases, we'll tell you first what these changes mean, you may be able to end the agreement without paying fees for leaving early. You may also be able to change a service by contacting us.

What happens if I buy a number of services from you?

If we provide you with more than one service or item of equipment (for example, if you have more than one of either our BB1, 3 Peaks Broadband, 3 Peaks or PN1 VOIP (Digital Voice), equipment, or you'll have a separate agreement for each one (and possibly for different items of equipment).

Make sure you read each agreement carefully. Although some of the terms are the same or very similar, each agreement has important differences. If we or you end or suspend one service, we may need to end or suspend another. If that's the case, we'll tell you.

Cancellation before installation

Cancellation before installation or transfer is complete, is subject to a cancellation fee of £43.00 (unless bought online or over the phone) instore purchases are not covered by Distance Selling Regulations. All purchases on our site or over the phone are covered by the Distance Selling Regulations.

Business Purchases online or over the phone are not covered by the Distance Selling Regulations.

More information

You can also read our terms and conditions, and our policies, at www.3peaksbroadband.co.uk/legalstuff.

How to contact us

Phone 01524888628.

Online: www.3peaksbroadband.co.uk/support

Office Times: 1000 - 1600

Calls are charged at your provider's standard rate from mobiles, or they are free from anyone subscribing to our PN1 network.

We may record calls (including marketing ones) to help us with training and to prevent identity fraud.

We have to pass on the support to Openreach at a certain point, say if our routers or other equipment still works but doesn't get a signal we have to report this to Openreach.

Openreach's responsibility starts at the socket your modem cable plugs into and then back to the exchange.

Support times:

Residential: 1000 – 1600 Mondays to Fridays

Types Available: Basic, Standard, Enhanced, Prompt.

Support Types**Basic**

Availability: 5 days a week 0900 – 1700 Monday to Friday

Our Response Time: 6 hours

OpenReach Fault Resolution Time: Next available appointment

Cost: Free

Standard

Availability: 5 days a week 0900 – 1700 Monday to Friday

Our Response Time: 4 hours

OpenReach Response Time: 72 hours

Cost: Free

Enhanced

Availability: 5 days a week 0900 – 1700 Monday to Friday

Our Response Time: 2 hours

OpenReach Response Time: 48 hours

Cost: £20 per month

Prompt

Availability: 5 days a week 0900 – 1700 Monday to Friday

Our Response Time: 1 hour

OpenReach Resolution Time: 7 hours

Cost: £30

Support contracts can be taken out for 12, 24, 36 or 60 months. Early Termination fees of £50 apply.

Complaints

About us:

Our Customer Complaints Code tells you how to complain about us. You can read it at

www.3PeaksBroadband.co.uk/legalstuff

OpenReach Complaints

We can complain on your behalf to OpenReach, to do so, pen a complaint regarding OpenReach to us, include losses, how much 'downtime' etc. We will pass this complaint to OpenReach. This means we will have to pass your details onto them. If you are not satisfied with OpenReach's response we can then pass the complaint to Ofcom.

Our Prices:

We list all our prices in easy to read formats and these can be found at

www.3peaksbroadband.co.uk > about > Full price lists.

Payments

Price and payment

The price of any Services will be as quoted on our website (exclusive of VAT if paid).

The total cost of your order of the Services will be set out clearly before you submit your order for the Services.

Prices of non fixed rate contracts are liable to change at any time.

We will notify you of a change in our prices at least 14 days before the price increase comes into force. If you do not cancel you will be deemed to have accepted the new prices, and they will be charged to your account.

Due to the number of Services offered for sale, it is possible that despite our efforts some Services may be incorrectly priced.

We deal with these situations accordingly:

Where a Service's correct price is less than our stated price, we will charge the lower amount when accepting your order;

If a Service's correct price is higher than the price stated on our website, we will normally, contact you for instructions before accepting your order; and

We are under no obligation to provide the Services to you at the incorrect (lower) price, even after we have sent you an Acceptance Confirmation

We reserve the right to seek to recover any outstanding amounts due by you by other means, including referring the debt to an external debt recovery agent if necessary.

By using our services you agree that should we need to enact this clause we can pass data to a third party to allow us to reclaim the owed monies.

If this method is sought, you may become liable for additional fees and charges and you agree to pay such charges in addition to the outstanding amount owed to us.

Time for payment shall be of the essence.

No payment shall be deemed to have been received until we have received cleared funds.

If your chosen method of payment is not authorised by your credit card provider or bank, you hereby authorise us to seek payment from any other credit card, debit card or direct debit registered against your account. If we fail to authorise payment your account may be suspended.

Late Payments

Direct Debit Payments that are refused are subject to a £5 fee.

Failure to pay after 14 days, your account will be Terminated, both Business and Residential accounts will be subject to:

- An Early Termination fee (as set out above),
- 4.5% interest will be charged on any overdue amounts,

after 30 days your file will be passed onto a debt collection firm and maybe subject to further fee's.

Direct Debit Collection days

Broadband: 30 Days after first month of contract acceptance (one month in arrears)

Digital Voice Rental: 30 Days after first month of contract acceptance (one month in arrears)

Calls: 60 Days after first month of contract acceptance (two months in arrears).

Terms and conditions for the 3 Peaks Communications Broadband and VOIP service

You should read these terms and conditions carefully as they contain important information.

Please also read our Privacy Policy at www.3peakscomms.co.uk/legalstuff. It describes how we may use your personal information.

The basics

1. **Who we are:** We're 3 Peaks Communications Limited of 25 Banks Way, High Bentham, North Yorkshire LA2 7JH. We're registered in England with company number 14610226. Everyone knows us as 3 Peaks Comms or 3 Peaks Broadband.
2. **What words mean:** Some of the words and phrases in these terms and conditions have special meanings. Those words are explained below. They are printed in bold wherever they have the special meaning given below.

Additional service

a service feature that is not part of the main service that we provide under this agreement and is either provided with no minimum term, or has a minimum term or notice period of 30 days or less (including contracts with a 30 day orless notice period that renew automatically). agreement – the legally binding agreement between you and us for each service. The agreement is made up of the following: These terms and conditions

- Our Tariff Guide (www.3peaksBroadband.co.uk/legalstuff)
 - Our Price List (www.3peaksBroadband.co.uk/legalstuff)
 - Our latest Privacy Policy (www.3peaksBroadband.co.uk/legalstuff)
 - Our latest Acceptable Use Policy (www.3peaksBroadband.co.uk/legalstuff)
 - Our latest Line Speed Policy (www.3peaksBroadband.co.uk/legalstuff)
 - Our latest Customer Complaints Code (www.3peaksBroadband.co.uk/legalstuff)
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- **3 Peaks Comms-owned equipment** – any equipment which we own or is part of our network, or any equipment that belongs to our service providers, even though it's in your home. It includes the phone line and socket, the Openreach router (in the case of certain fibre broadband services) and any extra cabling we give you that doesn't come with your hub and that you haven't paid for.

- **Charges** – the fees you pay for a service and any service feature, including the core charges, plus anything else you need to pay in line with the agreement, our Tariff Guide or our Price List.
- **core charges** – your connection fee and the basic charges for your monthly calls package or your monthly broadband (or both), as shown in your order confirmation.
- **group companies** – companies in the same group as 3 Peaks Communications Ltd., including its subsidiaries.
- **linked agreement** - another agreement with us that is linked to this agreement (i.e. a “bundle”) in a way defined as a bundle in Ofcom’s General Conditions of Entitlement effective from 17th June 2022.loaned equipment – the equipment we loan to you as part of a service (such as your broadband hub), as shown in your order confirmation.
- **minimum term** – any initial or later period you've agreed to pay for a service, as shown in your order confirmation.
- **non-return equipment charge** – the charge applied to your account if you fail to return the loaned equipment at the end of the agreement.
- **Order confirmation** – the letter or email we send you after we accept your order for a

service. It confirms important things like the description of a service, the minimum term and the charges.

- **Service features** – any products, features, benefits, ‘add-ons’ or extra services we provide on top of or as part of a service. Service features might have extra terms and conditions that you will have to keep to.
- **Service start date** – the date a service starts, as shown in your order confirmation (unless we tell you another date).
- **Service** – the PN1 Digital Phone service or BB1 Broadband service (or both) that we are providing you with under the agreement, as shown in your order confirmation or on your bill.
- **Working days** – Monday to Friday, except bank holidays and public holidays.
- **Business, Businesses** – Includes Charities, Education establishments, or Government in the course of this contract.

Care Levels

Residential Customers can also apply for better care levels.

Basic Care - OpenReach will aim to repair the Fault within 72 Business Hours of receipt of the Fault report excluding any allowable parked time.

Basic Care is only available for FTTC Gold, Silver or Bronze it is the default option for this product.

Standard Care - OpenReach will aim to repair the Fault within 48 Business Hours of receipt of the Fault report excluding any allowable parked time.

An additional charge will be applied if requested for FTTC Gold, Silver or Bronze

Enhanced Care - OpenReach will aim to repair the Fault within 24 Business Hours of receipt of the Fault report, excluding any allowable parked time. An additional charge will be applied if requested for broadband including Single Order products.

Prompt Care - OpenReach will aim to repair the Fault within 7 Business Hours of receipt of the Fault report, excluding any allowable parked time. An additional charge will be applied if requested for broadband including Single Order products.

Note: Business Hours for Care plans are defined in T&C's.

Service Care Level dependencies

Migrations from one Service Care Level to another valid level have a 24 hour lead time (Monday to Friday excluding Public and Bank Holidays).

Additional IP addresses

Each broadband connection includes a single dynamic IP address.

You can elect to order a single or range of static IP addresses, as an alternative to a dynamic IP address, at the point of order for an additional charge.

Updated: 1st December 2023