



Advanced IT Services

Terms & Conditions

Your terms and conditions for AIT Residential Telephone and AIT Residential Broadband
These terms and conditions were last updated on 1st January 2015.

Residential Standard Terms

www.aitn.co.uk

Advanced IT Services - Arthur Mee Road, Stapleford, Nottingham. NG9 7EW

Email: info@advanceditservices.co.uk **Head Office:** 0115 9170197

The services we provide

1. We provide you with your chosen services, including Telephone, Broadband and any other consumer services and any equipment we provide.
2. The services and equipment we provide to you under these terms must not be used for reselling purposes.

Providing the service (access/permits)

4. You agree to follow any reasonable instructions that we may give you, and to allow us access to your premises if we need it.
5. You also agree to try to get any permission needed from someone else if we have to cross their land or put our equipment on their premises.
6. You agree to look after any of our equipment. If you do not do so and the equipment is damaged other than through fair wear and tear, you will, have to pay for it to be repaired or replaced. If the equipment includes batteries you agree that you are responsible for ensuring these are recharged or replaced as required.

Where we provide your communications services

7. We will deliver any equipment to the UK address you give us. We will provide the service in the UK unless the service terms say otherwise.

When we provide your communications services

8. Your agreement with us starts on the date we accept your order for the service. The minimum period starts from the date we start to provide you with the service as set out in the relevant service terms.(if applicable).

9. If the service is intended to last for a minimum period, details will be set out in the Special Offer terms or the Tariff Guide.

Your Cancellation Rights

10. You can cancel a service and any equipment we supply that is needed to use that service, anytime up to 14 calendar days starting from the day after the day we accepted your order. If you do cancel you must return any equipment already supplied, within 14 days of telling us that you have cancelled your order. If you cancel after we start to provide the service, you must pay the service subscription charge for any period that the service was made available to you and for any use of that service not covered by the subscription charge, up to the date that you told us you wanted to cancel. You will also need to pay any connection or activation charges associated with that service – including the full cost of charges that were discounted or advertised as free as a condition of taking the service on the terms that you agreed when we accepted your order.
11. If you cancel a service as set out in the paragraph above, your Agreement in respect of any equipment we supply that is needed to use that service will not end until you have met your statutory obligation to return the equipment to us within 14 days of cancelling. If you return the equipment we will refund anything you have already paid for it, but we may reduce that refund by an appropriate amount up to the full value of the refund where the equipment is damaged or we consider that the equipment has been used more than absolutely necessary to verify that it was fit for purpose.
12. We will treat any failure to return the equipment within 14 days of cancelling as a serious breach and immediately end your Agreement in line with paragraph 47 below (If you break the Agreement). If we do this and you did not pay for the equipment in full – you will be liable to pay the full price of the equipment. If you subsequently return the equipment to us, we will waive or refund what you have been charged for the equipment.
13. Unless otherwise agreed by us, you are responsible for the cost of returning any equipment we have supplied for use with a service. We may offer to collect the equipment from you and if you agree, we will charge you our reasonable costs for doing so. These rights are in addition to any other statutory right you may have to cancel your agreement.
14. If you cancel a service outside of the cancellation period set out in paragraph 10 above, you must give us the appropriate notice as detailed in paragraph 24 and you may be liable to pay an early termination charge as set out by Advanced IT Services Nottingham Ltd.

Returning equipment

We may replace equipment before you return it to us, but you must still return the item. We will provide a returns bag so that the item can be returned at no cost to you. We may test any item reported as faulty by you, and if it is found to be working, we may choose to either return or replace it (if we have not already replaced the item).

If within 30 days of us replacing equipment that either you report to us as faulty or we ask you to return, you have not returned that equipment, we may either interrupt or restrict access to any service that you take from us until the relevant item is returned, or seek to recover our costs in respect of that item from you via your bill. This does not affect your statutory rights relating to equipment which is faulty or wrongly described.

Your use of your communications service

17. You may only use the service for your own personal use and enjoyment. You must always follow our acceptable use policies in the way that you use your chosen services which can be found upon request. You must not use the service or allow the service to be used to make offensive, indecent, menacing, nuisance or hoax calls or to cause annoyance, inconvenience or needless anxiety.
18. You agree that any content, software or other copyright material we supply to you is for your own private use, and that you must not copy, change or publish the material or supply it to any other person or use it for any business purpose.
19. If we provide you with a phone number, you agree to the following:
 - a. That you do not own the phone number and that you will not transfer it to anyone else or try to do so.
20. If you want to connect equipment to our network other than by using the AIT router sockets, you must get our permission. You agree not to connect equipment to our network:
 - a. that does not bear the European Consumer Equipment Standards 'CE' mark; or
 - b. that may harm the network or other customers' equipment.

If you do, you must disconnect it immediately.

21. If you have an internet access service from us, you accept that you are using the internet at your own risk. You are responsible for making sure any equipment you use to access the service is protected against viruses.
22. You are responsible for properly using any user IDs, personal identification numbers (PINs) and passwords needed for the service, if any, and must take all necessary steps to make sure that you keep these confidential and secure, use them properly and do not make these available to unauthorised people.

Ending the service

24. Once we have provided the service, you may tell us to stop providing it at any time, either by giving 14 days' notice if you are switching to another provider through an approved switching process, or by giving 30 days' notice if you are leaving for any other reason. We will accept an order you place with another provider using an approved switching process as notice, or from you direct via a range of methods including phone, e-mail, online chat and in writing. You can contact us to give notice using any of the contact details set out on your last AIT bill or any other means of contact we have given you, for that purpose. We can stop providing the service to you by giving you 28 days' written notice.
25. If you cancel your direct debit without contacting us to arrange payment by alternative means we may end any agreement you have for the services you take from AIT. We'll tell you if we intend to do this.

You can find details of these charges in the Tariff Guide and on www.AIT.com/termcharges.

26. If you or we end the agreement for the service, we will pay back to you any money we owe you relating to that agreement. We will first take off any money you owe us under that agreement or any other agreement between us. Where we provide you with a range of communications services and you owe us money for one service we reserve the right to charge you for that service via the bills we send you for your other services, unless there is a genuine dispute between us regarding one of your services.

Moving home

28. If you move home within the UK, and let us know at least fourteen days before you do so we can recover our equipment.

Paying for the service

29. You agree to pay all charges for the equipment and the service, including any additional charges detailed in these terms or the Price List, whether you use the service or someone else does. The method of payment will be either as set out in the service terms or as we otherwise agree with you.
30. Your first bill will be produced shortly after we have provided the service to you for the first time. After that, bills will be produced at regular monthly intervals. However, we may sometimes produce a bill at a different time, for example if the amount of money you owe us is considerably higher than expected. We deliver bills to you either by post or by making the bill available to view online. If you receive a paper bill, it will be posted to the address where the service is provided unless otherwise agreed by us.
31. If you take broadband service from AIT and receive a paper bill, you must pay a Paper Bill Fee of £1 for the regular monthly or quarterly bills that we post to you. This fee covers the additional production and postage costs associated with this type of bill. You can avoid paying this fee by opting to have your bills delivered online.
32. You agree to pay the charges as soon as you receive your bill unless otherwise agreed by us. You may also need to pay a deposit or a payment upfront before you can receive the service or goods. If you think that the charges on your bill are incorrect and wish to dispute those charges, you must tell us straight away. You must pay any charges that are not disputed. We will not suspend or end a service while we investigate any dispute.
33. If you do not pay your bill, we will send you a reminder or call you. If we do not receive payment within 10 calendar days of the date of that reminder (seven days if you pay monthly), we may add a late payment charge of £5.50 to your next bill by way of compensation to us for breaking the terms of this agreement. We may also charge you £10 by way of compensation to us for any direct debit or cheque payments which are returned to us because you do not have enough funds in your account. The charges set out in this paragraph are not subject to VAT.
34. We will generally not suspend or end the service or the agreement for non-payment of your bill until 30 days after your payment was due (21 days if you pay monthly). If however you have failed to pay on time a recent bill or have failed to pay a bill on many occasions we may end the service earlier than 30 days (or 21 days if you pay monthly).
35. If you do not pay your bill, we may ask a debt collection agency to collect the payment on our behalf. If we do, you will have to pay us an extra amount by way of compensation to us for breaking the terms of this agreement. This will not be more than the reasonable costs we have to pay the agency, who will add the amount to your debt on our behalf (this will depend on the amount you owe us). Any extra amount added to your bill will not be subject to VAT.

This paragraph applies even if your agreement with us has ended or 21 days if you pay monthly.

36. If you have agreed that we should not send you a paper bill, we will email your bill. All of our services are available with paper-free billing.

Our rights when we provide the service

40. Occasionally, we may have to:
 - a. Interrupt the service. If we do so, we will restore it as quickly as we can;
 - b. change your area code or phone number, or access numbers; or
 - c. Make minor changes to certain technical specifications, this may include: limits for transferring information which are associated with the service and the technology we use to provide the service to you.

Our Responsibility to you when we provide the service

41. We also accept responsibility for loss or damage to your physical property arising from our negligence.
42. Unfortunately, we cannot guarantee that the service or the equipment we provide will never be faulty.
43. Unless the service terms say otherwise, we have no responsibility to pay you compensation for financial loss, for any information which is lost or corrupted, or for any loss that could not have been reasonably expected. We will not be liable to you for any losses that you may suffer if you have used the service or equipment we provide for business purposes.
44. Except as described in paragraphs 41 and 42, we will not pay you more than £10,000 in compensation (even if we have been negligent) in any 12-month period unless the service terms say otherwise.
45. Nothing in paragraphs 41 to 45 affects your statutory rights relating to equipment which is faulty or has been described wrongly.

Matters beyond our reasonable control

46. Sometimes we may not be able to do what we have agreed because of something beyond our reasonable control, which may include: lightning, flood, severe weather, fire, explosion, terrorist activities, anything done by Government or other competent authority, or industrial disputes. There may be other reasons too. In these cases, we do not accept responsibility for not providing you with your chosen communications services.

If you break the agreement

47. For serious misuse described above we may suspend or end the agreement for the service immediately. Otherwise we will normally give you an opportunity to put matters right within a reasonable time if you break the agreement.

48. However, if you do not do so, we may suspend or end the agreement for the service. We may also suspend or restrict the service or end the agreement for the service if you break any other agreement you have with us and do not put matters right within a reasonable time. If we suspend the service or end the agreement for the service, we will tell you what needs to be done before we can restore the service.

49. Sometimes we may choose to ignore it if you break one of our terms and conditions, or we may choose not to enforce a particular term. But even if we do this, we can still choose to enforce that term or take action because you break that or any other term in the future.

Sorting out complaints

50. From time to time you may need to contact us to sort out a problem that you're having with us. Customer complaints will need to be submitted in writing via letter or email.

Changing the terms (notification)

51. Sometimes, we will need to change the charges or the terms and conditions of a service covered by this agreement. We will publish details of all changes online at www.avanceditservices.co.uk

52. We will also let you know about a price increase or a change to the terms and conditions that we believe is likely to cause you material disadvantage at least one month before it happens. We will do this in writing (which may include by letter, email, with your bill or by any other permitted method). We will let you know about other changes to prices and our terms and conditions with your next available bill or by an alternative method if this is simpler.
53. Sometimes we may need to make changes to our charges or the terms and conditions of a service which are outside of our control – for example to meet legal, regulatory or financial requirements. If we need to make changes for these reasons, we will let you know as soon as we can.
54. If we let you know about a change to the price or the terms and conditions of a service which is to your material disadvantage, and you decide to end that service early, then unless the Tariff Guide says otherwise, you will not have to pay the increased price or any charge for ending that service early. However, once we have told you about such a change, you have a limited time to let us know that you want to end that service because of the changes we have made.

Other things we need to tell you

55. You accept that the agreement for the service is personal to you and agree not to transfer it to anyone else, or to try to do so. However, we may take instructions from a person who we think, with good reason, is acting with your permission. We can transfer the agreement for the service to another company provided this does not adversely affect your rights under the agreement.
56. When we need to contact you, we will use your billing address, e-mail address, mobile or fixed phone number. If you need to contact us, please use the address on your last bill or any other postal address, e-mail address or phone number we have given to you for that purpose.
57. No third party is entitled to enforce any term under this agreement under the Contracts (Rights of Third Parties) Act 1999.