



Terms and conditions for Orange Home services

Orange Home will supply these Services to you. Your Agreement consists of the General Terms and the Specific Terms for the Service(s) relevant to the Home Package you have taken.

All capitalised words are defined terms. Such definitions can be found at the end of this document.

GENERAL TERMS

1 Service Start-Up

1.1 Your Agreement will not start until we have completed a number of checks including (but not limited to) geographical coverage, credit, telephone line and an activation check. If following our checks we are satisfied that we are able to provide the Service(s) your Agreement will commence on the Start Date. However, your obligations to us regarding any Equipment will start the day you receive that Equipment.

1.2 Where you apply for our most comprehensive Home Package and as a result of a credit check referred to in Clause 1.1 above we decide that we are not able to provide you with that particular package (as it includes Service(s) through which you might incur substantial charges) we will notify you and we will provide you with the next best available Home Package and adjust your Charges accordingly. Where this is the case you will no longer be subject to the Minimum Period and you may within 30 days of receiving notification from us (the "Termination Period") terminate the Agreement by giving 14 days notice in accordance with Clause 13.5. Where you do not give such notice in accordance with this Clause you will be subject to a remaining Minimum Period of 16 months from the end of the Termination Period.

1.3 If we are not able to provide you with the Service(s) for any reason or because, in our sole opinion, the results of the checks were not satisfactory then we will notify you as soon as reasonably possible and where Equipment has been provided to you then you will return that Equipment to us within 30 days using the pre-paid returns pouch provided. If you do not return the Equipment we reserve the right to charge you for the replacement cost of the Equipment you have not returned unless actual proof of postage is provided. Please refer to our [Price List](#) for current replacement costs.

2 Your Information

2.1 You confirm that the Registration Details that you provide shall be true, accurate and complete. You agree to inform us of any changes to your Registration Details immediately by contacting Customer Support. Use of your Registration Details will be in accordance with our [Privacy and Cookie Policy](#) and the terms of your Agreement.

2.2 We will search your credit records using licensed Credit Reference Agencies ("CRA's"). They may add a search footprint on your credit file that may be seen by other people searching that file. We will use credit scoring systems when assessing your application and if our assessment of you does not meet our normal requirements we reserve the right to decline to provide the Service(s) or to decide an appropriate Charge Limit on your account. If you believe our assessment of you is incorrect, we will review your eligibility. However, we cannot accept responsibility for the accuracy of information provided by credit reference agencies. Nor can we accept any liability for the consequences of our declining to provide the Service(s).

2.3 We will check your details with Fraud Prevention Agencies ("FPA's") to verify identities to prevent crime and money laundering. We may also make periodic checks with CRA's and FPA's to manage your account with us.

2.4 If you make a joint application or tell us you have a spouse we may link your records together

so you must have their consent to disclose information about them.

2.5 Information on your application will be sent to CRA's and recorded by them. We may also disclose details of how you conduct your account with us to such agencies. If you don't pay any outstanding Charges when due CRA's will record the debt. This information may then be supplied to other organisations to perform similar checks, trace your whereabouts and recover debts that you owe. Records remain on file for 6 years after they are closed whether settled or defaulted.

2.6 If you fraudulently provide false or inaccurate information and we suspect or identify fraud details may be passed to FPA's. Law enforcement agencies may access and use this information.

2.7 We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

2.7.1 checking details on applications for credit and credit related or other facilities;

2.7.2 managing credit and credit related accounts or facilities;

2.7.3 recovering debt;

2.7.4 checking details on proposals and claims for all types of insurance; and/or

2.7.5 checking details of job applicants and employees.

Please contact Customer Support if you want to receive details of the relevant FPA's and CRA's mentioned above.

2.8 If you do not pay any Charges due we will trace your whereabouts and recover debts.

2.9 We and other organisations may access and use from other countries the information recorded by FPA's.

2.10 We will use the information which you provide for various purposes including administration, marketing, credit scoring, customer services, tracking and/or profiling your preferences.

2.11 We will respect your information and undertake to comply with all applicable data protection legislation. We will keep your information for a reasonable period after your Agreements with us have finished in case you decide to use our Service(s) again and may contact you about our Service(s) during this time. By entering into the Agreement you consent to us using and/or disclosing your information, in relation to the Service(s), as follows:

2.11.1 processing your application or changes to your Registration Details;

2.11.2 setting up a payment authority with your bank, credit card operator or other financial institution;

2.11.3 to any telecommunications provider which operates the telephone access network over which the Service(s) are delivered;

2.11.4 providing or arranging for third parties to provide any part of the Service(s);

2.11.5 providing your information to distributors of the Service(s) and/or Equipment;

2.11.6 providing your information to law enforcement agencies or to a court of law or providing such information to or intercepting, recording or monitoring communications in connection with a bona fide request from an officer of the court, or to comply with proper requests from any regulatory or enforcement authority;

2.11.7 we may use the caller line identification number that is last used to access our Service(s) to contact you in the event that we are unable to contact you using the telephone number that you provide in your Registration Details;

2.11.8 sharing your information with other Orange Companies and companies which are not Orange Companies but who are our business partners. Subject to any preferences you set on the registration form they or we may contact you by mail, telephone, electronic messaging services, fax or email to let you know about any goods, services or promotions which may be of interest to you. Please call Customer Support if you do not wish to receive such information from us or from our business partners but this will preclude you from receiving any special offers or promotions from us or our business partners.

2.12 By entering into the Agreement you also consent to our transferring your information to countries which do not provide the same level of data protection as the UK if necessary for providing you with the Service(s). If we do make such a transfer we will put a contract in place to ensure your information is protected.

2.13 In order to provide you with the Service(s) we may attach cookies to your computer, system and or other Equipment we provide that are essential to enable us to identify you and to facilitate your use of the Service(s). We also use cookies to ensure that our mailing tools are working correctly. You should not accept the Agreement if you do not want us to use cookies. Further details on how we use the information generated from the cookies is set out in our [Privacy and Cookie Policy](#).

3 Our Obligations

3.1 We will provide you with the Service(s) using reasonable skill and care and in accordance with the provisions of this Agreement.

3.2 Provision of certain parts of the Service(s) are dependent upon third party service providers. There may be technical limitations that inhibit the activation or provision of the Service(s) and whilst we will use reasonable endeavours to rectify these issues we cannot guarantee that they will be rectified by these providers.

3.3 We do not warrant that the Service(s) will be interruption or error/fault free or that the transmission of information through the Service(s) will be secure. The Service(s) may be temporarily suspended for various reasons such as maintenance, upgrades, emergency or because of problems caused by third party service providers. Before suspending or interrupting the Service(s) we shall use reasonable endeavours to give you as much notice as reasonably possible. Technical Support is available to enable faults to be reported and resolved and whilst we will use reasonable efforts to procure resolution of such faults we can not guarantee that all faults will be corrected.

3.4 We may transfer the performance of the Service(s) within the Orange Group of Companies at any time. We will give you notice if we do. Any Orange Company to whom we transfer performance will be entitled to exercise the rights and will bear all obligations under the Agreement. You will know which company is providing the Service(s) to you by looking at your most recent online statement. Any transfer will not otherwise materially affect your Agreement and, in particular, it will not materially affect your rights.

3.5 We may take instructions from a person who we think, with good reason, is acting with your permission.

4 Your Obligations

4.1 You will be responsible for all relevant Charges for the Service(s) you have chosen.

4.2 You will be responsible for any Equipment. You must use any such Equipment in accordance with any instructions, safety and security procedures applicable.

4.3 You agree to notify us of any proposed Move and to keep your Registration Details up to date.

4.4 You agree to comply with any instructions necessary for health, safety or service quality we may give to you from time to time in relation to the Service(s).

4.5 You must not nor allow anyone else (other than someone authorised by us) to add to, modify or in any way interfere with the Equipment. You agree not to connect other equipment to the network over which the Service(s) are provided that may in any way harm the network, the Equipment or other customers' equipment. If you do, you must disconnect from the network immediately, or let us do this at your expense.

5 Use Of The Service(s)

5.1 You acknowledge and agree that the Service(s) are intended for residential use only and not for business purposes. We reserve the right to suspend or cancel any or all of the Service(s) if we reasonably believe they are being used for business purposes by you or anyone you permit to use the Service(s).

5.2 In the event that you Move, and you notify us that you want to receive your existing Service(s) at your New Home then:

5.2.1 we may terminate your current Service(s);

5.2.2 you may be required to reregister for those Service(s) and you may be required to commit to a new contract with a new Minimum Period;

5.2.3 provided that we can meet the conditions set out in Clause 1.1 and that no other technical limitations apply we will activate the Service(s) to your New Home; and

5.2.4 we may also charge you for our administration and set-up costs arising from your Move.

6 Equipment

6.1 We shall deliver Equipment appropriate to your Service(s) (if any) to your Home by the delivery date we give you. This delivery date is an estimate and is not guaranteed. We may charge you for any reasonable delivery costs (including any applicable duties and taxes) incurred by us.

6.2 You must inspect the Equipment immediately upon receipt and telephone Technical Support within five days of delivery to report any damage, faults or missing items.

6.3 We will not be liable to you for any fault in and/or damage to the Equipment that is caused by your failure to install and/or use the Equipment in accordance with the operating instruction supplied or your failure to comply with any instructions given to you by Technical Support. In the event that we do provide you with replacement Equipment, you must return the faulty Equipment to us within 14 days of receipt of the replacement Equipment in the prepaid returns envelope provided. If you do not return the faulty Equipment to us within that time, we reserve the right to charge you the full replacement cost for such Equipment unless you can provide us with actual proof of postage.

6.4 Provided that your payment of the Charges is up to date and that the fault is not caused by you we will either repair or replace faulty Equipment. We reserve the right to supply refurbished Equipment provided that such Equipment shall be of equivalent quality and functionality as new Equipment.

6.5 The Livebox remains our property at all times and is only provided to you on loan as part of an appropriate Home Package. You will be responsible to us for any damage or loss not attributable to us from the moment the Equipment is delivered to you.

6.6 We will not provide technical support for wireless connections using wireless adapters other than those provided by us.

7 Complaints Procedure

7.1 If you have a complaint about any aspect of the Service(s) please let us know by calling Customer Support and we will try to resolve any complaints as soon as we reasonably can.

7.2 If you are not satisfied that your complaint has been resolved, you can escalate the issue by following the procedure set out in our [Code of Practice](#).

8 Intellectual Property Rights

8.1 All intellectual property rights in the Service(s) (including, without limitation, the Equipment and/or any associated software and all and any films, music, programmes and/or any other content provided to you through the Service(s)) belong to us or our licensors, as appropriate, and you shall not obtain any ownership interest in such intellectual property rights.

8.2 We may require you to enter into agreements reasonably required by the owner of the intellectual property in any software, materials or content made available to you for the purpose of accessing the Service(s).

9 Charges

- 9.1 The Charges shall apply from the Start Date. You will pay the Charges in accordance with the payment terms set out on our website.
- 9.2 If you choose to pay by direct debit, credit or debit card we will collect and process your payment instructions and obtain the acceptance of your card issuer or bank to make the relevant payments required. We reserve the right to charge an additional reasonable administration fee each month for payments not made by direct debit.
- 9.3 VAT will be added to all invoices at the relevant rate where applicable.
- 9.4 We may arrange for invoices to be issued by a third party on our behalf. Invoices issued by such third party will be binding on you and payment of such invoices in full to the third party will be a valid payment by you.
- 9.5 We will not distribute copies of statements for Charges, however, you may review and print your account and Charges by logging in to "Manage your account" in our **Member Centre**. If you are unable to access your account details via the Member Centre, you must call Technical Support, who will be able to provide you with a copy of your statement. We shall only keep statements in a readily printable format for a period of 6 months.
- 9.6 You should review all statements of Charges when available and promptly notify Customer Support if there are any errors. We will try to include all Charges incurred by you on the appropriate monthly statement, however, we reserve the right to include on future statements, Charges that were incurred in previous months and which have not already been billed to you.
- 9.7 If you do not pay us the Charges when due or you exceed, or are likely to exceed, any Charge Limit, we reserve the right to charge an additional reasonable administration fee each month for payments not made and/or to suspend and/or terminate on 30 days notice all or any of the Service(s) and take such necessary action to recover sums due to us (plus any cost of collecting such sums as set out in the **Price List**) and, if your Minimum Period has not yet expired, all Charges that would have been payable for the remainder of the Minimum Period. We shall notify you in advance of our intention to suspend or terminate the Service(s) in accordance with this Clause and give you at least 30 days to remedy any default.
- 9.8 In the event that we suspend all or any of the Service(s) due to any breach by you of our payment terms, you will be required to pay the Charges for the period that such Service(s) are suspended, including any arrears of the Charges.
- 9.9 We reserve the right to increase the Charges at any time on giving you 30 days prior written notice.

10 Our Liability To You

- 10.1 We do not limit our liability if you die or are injured as a result of our negligence or you suffer loss as a consequence of any fraud by us.
- 10.2 We shall not be liable to you;
- 10.2.1 for any loss or damage arising out of any loss of data or for any other loss or damage which is indirect and not reasonably foreseeable by us; or
- 10.2.2 for any business connected to you whether in contract, tort (including negligence) or otherwise for any loss or damage which is related to your business, including, without limitation, loss of profits, savings, loss of revenue or business interruption.
- 10.3 We accept responsibility for physical damage to or loss of property which directly results from our breach of contract or negligence up to an aggregate of £100,000. This aggregate limit shall apply to your Home Package and across all Agreements which relate to that package.
- 10.4 Subject to Clauses 10.1 to 10.3, any liability that we may have to you arising in relation to any or all of the Agreements and/or Service(s) is limited to an aggregate of £5,000.
- 10.5 We will not be liable to you for any failure to perform an obligation or provide the Service(s) to you

because of any factor beyond our control including but not limited to acts of God, industrial action, default or failure of a third party (including unavailability of third party telecommunications and/or content services), war, civil action, governmental action or by any act or decision made by a court of competent jurisdiction.

If any part of this Clause 10 is held by a court to be unreasonable, inapplicable or unenforceable then the other parts shall still apply.

11 Term and termination

11.1 The Agreement shall continue for the Minimum Period and thereafter subject to termination in accordance with the terms of the Agreement.

11.2 You may terminate your Agreement in accordance with these General Terms and the Specific Terms for the Service(s) you have subscribed to.

11.3 You must terminate your Service(s) by giving notice in accordance with Clause 13.5.

11.4 Termination is subject to you paying us any money you owe us and us paying any money we owe you. Termination shall not prejudice or affect any right of action or remedy which have accrued or will accrue to any party and all provisions which are expressed to survive this Agreement or impliedly do so shall remain in full force and effect.

11.5 You may cancel your Agreement at any time prior to the Start Date. You agree that we will begin the provision of the Services from the Start Date and in so doing you acknowledge that any statutory cancellation period and your rights to cancel within that period will end at the Start Date. After the Start Date you will only be able to terminate the Agreement in accordance with the terms of the Agreement. This does not affect your legal rights where those rights cannot be excluded or limited.

11.6 After the Minimum Period you may terminate the Agreement by giving us at least 1 month's notice in accordance with Clause 13.5.

11.7 You may terminate the Agreement before the Minimum Period has expired if you pay us all Charges due and a lump sum equal to the total of all monthly or other periodic charges which would otherwise have been payable during your Minimum Period (except in the circumstances set out in Clause 11.8 below) minus any costs which we no longer incur by not having you as a customer. Please refer to our [Price List](#) for details on how the final cost payable by you will be calculated.

11.8 You may also terminate the Agreement (by giving notice in accordance with Clause 13.5) if we vary the terms of the Agreement and as a result there is an excessive increase in the Charges or the changes we make significantly alter your rights under the Agreement. In such cases your notice must be given no later than seven days prior to the date upon which the change would have taken effect.

11.9 You will not have the right to terminate under Clause 11.8 if;

11.9.1 we have increased Charges by an amount equal to or less than the percentage increase in the All Items Index of Retail Prices published by the Central Statistical Office in monthly Digest of Statistics in any 12 month period; or

11.9.2 the variations we have made have been imposed on us as a direct result of new legislation, statutory instrument, government regulation or licence.

11.10 After the Start Date we may terminate this Agreement immediately by giving notice if, your telephone line is not technically capable of receiving a Service to which you have subscribed or you do not take steps reasonably required to enable you to receive that Service within a reasonable time from the Start Date.

11.11 We may also at any time immediately terminate the Agreement and any Specific Terms or suspend the supply of any of the Service(s) to you if:

11.11.1 you breach any material term of the Agreement;

11.11.2 you or any person using your account misuses the Service(s) in any way;

11.11.3 bankruptcy or other insolvency proceedings are brought against you, if you are unable to pay

your debts as they become due or fail to make payments as they fall due or you cancel your continuous payment authorisation (without substituting another payment authorisation in its place);

11.11.4 you are no longer lawfully able to receive the Service(s);

11.11.5 you no longer have an appropriate residential telephone account as required in this Agreement;

11.11.6 we receive a complaint from a third party that reasonably appears to be justified regarding your mis-use of the Service(s);

11.11.7 we are required to do so in order to comply with any law, order or direction given by a competent regulatory authority; or

11.11.8 a complaint has been made against you by an Orange employee or agent. The complaint will be thoroughly and fairly investigated within a reasonable period of time and Services will be suspended until we know the result of that investigation which if upheld will entitle us to terminate the Agreement. You will remain liable for all monthly or other periodic Charges during any period of suspension.

11.12 Where BT or another Network Operator notifies us that you have requested them to transfer the Service(s) we may treat that as 14 days notice from you to terminate this Agreement. In those circumstances the Service(s) may cease straight away (in accordance with industry migration processes). You will have to pay any outstanding Charges including up to the end of the 14 day period or to the end of any applicable Minimum Period (whichever is the longer).

11.13 On termination of the Agreement we shall have the right to automatically terminate any remaining agreements with any other Orange Company and their related Service(s) immediately and without further notice to you.

11.14 On termination of the Agreement for whatever reason, you agree to return the Equipment to us in the prepaid returns envelope provided or, if requested by us, allow us to collect the Equipment from you. If we send a representative to your Home to collect Equipment you agree to comply with any reasonable instructions to allow such representative to access your home and remove the Equipment if necessary. We may charge you a reasonable fee if you have agreed to a visit and our representative is not able to collect the Equipment and you have not given us reasonable notice that you wish to cancel or rearrange that appointment. If you fail to return the Equipment complete and in good working order within 30 days of termination, we reserve the right to charge you a reasonable charge for the Equipment. The amount of such charge will depend on how long you have had the Equipment.

11.15 In the event of termination, all the information we are storing on your behalf on our servers may be deleted and in particular we may delete all the emails in your email account. Charges billed and/or paid in advance to the end of the next billing period shall not be pro rated or refunded but shall be used to discharge our administrative expenses arising out of the termination of the Agreement.

12 Changes To The Service(s) Or Terms And Conditions

12.1 We may change any aspect of the Service(s) and/or the terms of your Agreement at any time for any valid reason. Where these changes are material we will notify you by giving you 30 days notice in advance of any such change taking effect.

12.2 You will be deemed to have accepted any change to this Agreement or the Service(s) if you continue to use the Service(s) after the relevant period of notice has expired or fail to give notice to us that you wish to terminate the Agreement before the relevant period of notice has expired.

13 Other Things You Need To Know

13.1 This Agreement is to be interpreted in accordance with Laws of England and Wales and subject to the exclusive jurisdiction of its courts.

13.2 Any notices from us to you shall be sent to you at the residential address you have given us or the email address given to us in your Registration Details or to any other address you provide to us subsequently.

13.3 Any notices from you to us (other than a notice of termination by you which is described in Clause 13.5 below) must be sent by email, post or delivered by hand to us, by telephone by calling Customer

Support or by post addressed to Orange Customer Care, Orange Home, PO Box 486, Rotherham, S63 5ZX.

13.4 Notices sent by email shall be deemed to be received when capable of being accessed by you. Notices sent by post shall be deemed to be received on the second business day after posting. Notice given by telephone shall be deemed to be received immediately upon speaking to one of our Customer Support representatives.

13.5 Any notice of termination by you must be made by calling Customer Support. You may be required to prove your identity to our reasonable satisfaction before we accept such notice of termination as being valid.

13.6 Without affecting your right to terminate under this Agreement we may transfer your Agreement to any person taking over the supply of the Service(s) or sub-contract the provision of all or any of the Service(s) or any part of them to any other person without your consent provided that there shall be no significant detrimental effect to either you or the Service(s) provided. You acknowledge and agree that the Service(s) are provided for your use only and you will not transfer any of them to a third party or try to do so.

13.7 If either party delays or does not take action to enforce their rights under the Agreement this does not prevent either party from taking action later.

13.8 If any of the terms in the Agreement are not valid or legally enforceable the other terms will not be affected. We may replace any term that is not legally effective with a similar term that is.

13.9 Nothing in this Agreement shall give, directly or indirectly, any third party any enforceable benefit or any right of action against either party.

Specific Terms: BROADBAND

14 Start-Up

14.1 If you are required to return Equipment in accordance with Clause 1.2 and 1.3 then once we have received the Equipment from you, we will refund any Charges and/or any other payments you have already paid.

14.2 If you have previously used broadband services from another broadband service provider you need to obtain a MAC Code from that broadband service provider and to let us know the MAC Code. If you do not obtain the MAC Code when we ask you to it will delay or even prevent the start of the Service. If you have any questions on how to obtain a MAC Code please contact Customer Support.

14.3 Before you install the software supplied with the Equipment and before you connect the Equipment to your computer, you must back up or save any data on your computer.

15 Broadband Service

15.1 The Service gives you the ability using a computer of appropriate specification and the Equipment (or other independently purchased modem or router of the appropriate specification), to access the Internet at the Transmission Speed and to use the Service(s) to access the Member Service(s) and download and/or upload data up to any monthly Usage Allowance (if applicable). Such use is also subject to our [Fair Use Policy](#).

15.2 In the event that you either;

15.2.1 breach our [Fair Use Policy](#) and/or

15.2.2 you exceed any applicable monthly Usage Allowance;

we reserve the right (at our sole discretion) to suspend the Service(s) that you have subscribed to until the start of your next monthly period without advance notice or to reduce the Transmission Speed of the Service for a reasonable period of time whilst we continue to monitor your usage.

15.3 If in our reasonable opinion your usage continues to be very high for 30 days or more or it

exceeds any applicable Usage Allowance we also reserve the right to:

- 15.3.1 make a reasonable charge for additional usage above that Usage Allowance;
- 15.3.2 give you 30 days' written notice that we shall upgrade you to the next appropriate Service package at a different charge;
- 15.3.3 terminate the Service(s) on 30 days notice even if you are within your Minimum Period; or
- 15.3.4 continue to reduce the Transmission Speed of the Service(s) indefinitely until we are satisfied that the Usage Allowance will not be exceeded or we upgrade or terminate your Service in accordance with this Clause (whichever occurs first).

We will give you reasonable notice of our intention to exercise our rights to suspend or terminate the Service. A reduction in Transmission Speed however may be imposed without advance notice.

16 Our Obligations

16.1 Our obligations to provide the Service shall be conditional upon the Technical Requirements being satisfied.

16.2 You acknowledge that the Service will only be available to you if

- 16.2.1 you have a valid contract for the use of an analogue direct exchange line which terminates on a master socket forming part of BT's telecommunications network;
- 16.2.2 you have a computer that satisfies the Technical Requirements; and
- 16.2.3 your Home falls within the Service Availability Area.

16.3 Our responsibility for the Service does not apply in relation to any point beyond the BT master socket at your Home. We are not responsible for any interference or degradation of service caused by any internal wiring or cabling within your Home. You shall be responsible for any upgrades of such internal wiring or cabling that are deemed necessary to enable you to obtain connectivity or the full connectivity speed of the Service.

17 Your Obligations

You will be given a username and one or more passwords in order to access the Service(s) and you will be responsible for keeping your password confidential and agree to take all necessary steps to ensure that it is kept secure. You will inform us when you become aware of any suspected or actual unauthorised use of the Service(s) and will take all steps necessary, including those steps requested by us to prevent such use.

18 Use of the Service

18.1 You will not use the Service;

- 18.1.1 in a way that does not comply with the terms of any legislation or any licence applicable to you or that is in any way unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- 18.1.2 in connection with the carrying out of a fraud or criminal offence against us or any electronic communications service provider;
- 18.1.3 to send, knowingly receive, upload, download, use or re-use any material which is abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, confidence, privacy or any other rights;
- 18.1.4 to send or procure the sending of any unsolicited advertising or promotional material;
- 18.1.5 in a way that does not comply with any instructions we give you under Clause 4.4;
- 18.1.6 in a way that in our reasonable opinion could materially affect the quality of any telecommunications service, including the Service;
- 18.1.7 to store more than 1,000 emails or 100MB of emails on your Orange email account;
- 18.1.8 to send emails greater than 10MB in size including attachments using an email client application (such as Microsoft's Outlook Express);
- 18.1.9 send emails greater than 3MB in size (including no more than 6 attachments) using the Webmail Interface;
- 18.1.10 in order to resell the use of the Service(s) to a third party; or
- 18.1.11 in relation to any business activity.

18.2 We shall have the right to suspend or terminate on 30 days notice in whole or in part the provision of the affected Service(s) to you if we reasonably believe that you are in breach of Clause 18.1.

18.3 To reduce spam from entering and affecting the operation of our systems and the Service(s), we may take reasonable measures to block the sending of, access to or delivery of any email which appears to be of an unsolicited nature and/or part of a bulk email transmission. We may also use within our systems virus screening technology which may result in the deletion or alteration of email and or email attachments, although we do not guarantee that such technology will be effective against all virus attacks.

19 Charges

19.1 When you take a Home Package, the migration process may mean that some, but not all, of your Service(s) have been activated at the time when you are obligated to pay subscription charges. This may also happen when you Move and you notify us that you wish to receive all of the relevant services under your Home Package at your New Home. In these situations and dependant upon the Home Package you subscribe to, we may credit a proportion of your subscription charges from your next bill to reflect the period during which you were not able to use the relevant services.

19.2 We may make some additional services available to you as part of your Home Package for a limited period. If you wish to continue to receive these services after the end of this limited period, you will be required to pay additional charges to continue to do so. It is your responsibility to notify us that you no longer want to receive these services after the end of the period during which they are inclusive in your Home Package. If you do not do this you will continue to receive these services and we will charge you for them

20 Changes To Service(s)

If you want to change your Home Package you need to either contact Customer Support or access the [Member Centre](#). If you do then decide to change Home Package your Agreement for the Service(s) comprising that package will terminate and you may be required to commit to a new Minimum Period. Depending upon the Home Package you change to you may also be required to return Equipment in accordance with the Agreement.

21 Termination

21.1 In the event that your telephone account as referred to in Clause 16.2 is terminated or you change the services on the telephone line which you currently use is unable to operate normally, we may terminate the Service on 30 days notice and you will be liable for the Charges that would otherwise have been payable during the remainder of the Minimum Period.

21.2 In order to transfer your Service to a different provider you need to request a MAC Code from us that you should give to your new broadband provider. You can request to receive the MAC Code by email or letter. We aim to provide the MAC Code to you within 5 working days of your contacting us. A MAC Code expires after 30 days of issue. We can only provide a new MAC Code once the previous one has expired. The request of a MAC Code does not immediately cancel your account.

21.3 When you terminate your Agreement and after the Minimum Period has expired the termination is subject to 14 days' notice that will be applied to your account when the MAC Code is used.

21.4 If you terminate your Agreement and do not request and use a MAC Code you agree to pay us any Charge that we incur from BT for disconnecting you in this way together with our own associated administration costs. Such a Charge will not be payable by you where you Move and have subscribed to our Service(s) at your New Home or where we are unable to provide the Service(s) at your New Home.

Specific Terms: SECOND LINE SERVICE

22. Second Line Service

22.1 In order to receive this Service you must connect to the Livebox. To make and receive telephone calls you will need to attach a tone dial/ touchtone telephone to the Livebox. Such handset must be suitable for use with a standard residential phone line and socket.

22.2 Please note the following important points in relation to the Service:

22.2.1 it includes the use of a telephone number that we will notify you of. Number portability may not be available with this Service so if you move this Service to or from a different service provider you may not be able to keep your telephone number;

22.2.2 it will not work in the event of a power cut or failure and such failures may be caused by reasons outside of our control. You are responsible for the supply of electrical power to the Equipment and the Livebox. This means that in a power cut or failure you will not be able to make or receive any voice calls including calls to 999/112 emergency services. You should always have an alternative way of accessing 999/112 emergency services;

22.2.3 it will not work if your Home broadband line or Livebox is faulty;

22.2.4 it has a maximum call duration of two hours per call after which time the call will automatically end but you may redial;;

22.2.5 it does not include a directory listing or text relay services;

22.2.6 it cannot be used for the following services: Global Mobile Satellite System, Inmarsat, International Freephone Service, International Premium Rate Service, International Shared Cost Service, Maritime Mobile Service Applications, Universal Personal Telecommunication Service;

22.2.7 you will not be able to receive reverse charge calls

22.3 We may need you to help us activate all or part of this Service. If so, we will instruct you how to do this.

22.4 Any telephone calls you make before the Service is activated will result in such calls being charged to you by your telephone service provider at its current rates.

22.5 We reserve the right to impose time limits and network controls on the Service.

22.6 Additional charges and limitations may apply to calls made using the Service to numbers that do not begin with 01, 02 or 03, calls to non-geographical, premium rate and international numbers and calls to mobiles (including Orange mobiles unless such calls are included in your Home Package). There may also be charges for value added services (such as call forwarding) and other related services. Please visit our [website](#) for further information.

22.7 The Service may be impaired when you upload or download data using Broadband.

22.8 You acknowledge and agree that you do not own the telephone number we supply to you. You are not permitted to use the telephone number with any device other than the Livebox without our permission. We reserve the right to change the telephone number at any time. Unless required to do so for regulatory reasons when we may do so immediately, we will endeavour to give you at least 90 days prior notice of any change of number. If you fail to activate the Service or you do not use the Service for 90 days or more we reserve the right to withdraw it and the telephone number supplied to you. We will give you reasonable notice of our intention to withdraw the Service from your account.

22.9 On termination of the Service we may reuse the telephone number that was allocated to you.

22.10 The Service is subject at all times to our [Fair Use Policy](#) which includes limitations on outgoing international calls, calls to orange mobiles and calls to numbers beginning 01, 02 and 03 to 1,000 minutes for each billing period. Second Line calls within your Home Package subscription have maximum call duration of two hours per call after which time the call will automatically end but you may redial. In the event that you use the Service in breach of the [Fair Use Policy](#) we reserve the right (at our sole discretion) to suspend it until the start of your next monthly period. If in our reasonable opinion your usage continues to be very high for 30 days or more we also reserve the right to:

22.10.1 suspend your usage;

22.10.2 terminate your Home Package and second line even if you are within your Minimum Period; We will give you reasonable notice of our intention to exercise our right to suspend or terminate the Service.

22.11 We may disclose location information in your Registration Details to the emergency services so that the emergency services are able to locate you more easily. If you do not keep your personal details up-to-date then there is a risk that the emergency services could be delayed in responding to an

emergency call made using the second line service.

22.12 You will not use the Service in any way which in our reasonable opinion is different from that we would reasonably expect for normal residential telephone use, including but not limited to, use as described in Clause 22.13.1.

22.13 We reserve the right to:

22.13.1 suspend the Service and/or require you to pay any Charges due to us for call Charges incurred whether billed or not, if we reasonably believe that you or someone else is using the Service from your Home as follows:

22.13.1.1 in a manner not typical of a residential user including but not limited to continuous or near-continuous use of the telephone connection;

22.13.1.2 using the Service contrary to our [Fair Use Policy](#) set out at Clause 22.10 above;

22.13.1.3 with the intent to commit fraud or misuse of the Service; or

22.13.1.4 in any other way that may leave us unable to recover full payment for any calls made using the Service; and

22.13.2 apply Charge Limits (from time to time) to the amount of charges for calls that are made using the Service. We may suspend the Service and ask for payment of the Charges if you exceed, or are likely to exceed, the Charge Limit we apply.

Specific Terms: MEMBER SERVICES

23. Member Services

23.1 You will be able to access the Member Services using your Home Package once that service is operational.

23.2 The Member Services may be terminated by us giving you 30 days' notice

Specific Terms: HOME PHONE SERVICE

24. Start-Up

24.1 In order to receive this Service you must subscribe to a Home Package which includes the Home Phone Service. You authorise us to arrange for the transfer to us of the line rental and/or call service from your existing Network Operator (either BT or a Network Operator connected to the BT Network). We will not be responsible for any cancellation charges which you are required to pay under your contract with your existing Network Operator.

If we are not able to provide you with the Service we will notify you as soon as reasonably possible.

24.2 Any calls that you make before the Service is activated will be charged to you by your existing Network Operator. You are responsible for paying those charges.

25. Landline Service - Line Rental

25.1 As part of the Landline Service we will transfer your existing telephone line to our Network. We will try to retain your existing telephone number but if not we will make another telephone number available to you.

25.2 You acknowledge and agree that you do not own the telephone number used for the Landline Service. We reserve the right to change the telephone number at any time. Unless required to do so for regulatory reasons when we may do so immediately, we will endeavour to give you at least 3 months' prior notice of this change of number.

25.3 We will use reasonable endeavours to procure the repair of any failures in the Landline Service but we cannot guarantee that all faults will be corrected. If we send an engineer to your Home to fix a failure in the Landline Service, you agree to comply with any reasonable instructions to enable our engineers to access your Home and repair the fault. We may charge you for an engineer call out if:

25.3.1 the fault, in our reasonable opinion, relates to damage caused to or defects arising in your phone socket or phone line, internal wiring and or other equipment (not provided by us) which you use to access the Service at your Home; or

25.3.2 where you have agreed to a visit and our engineer is not able to access your Home and you have not given us reasonable notice that you wish to cancel or rearrange that appointment.

25.4 We will charge a line activation fee if you wish to receive the Service but you do not have an activated telephone line at your Home. The activation fee is payable in addition to any other Charges for which you are responsible.

26. Call Service - Telephone Calls

26.1 If you chose a Home Package that includes the Call Service without the Landline Service, you will only be able to receive the Service if you have a telephone line operated by BT, or another Network Operator which is connected to the BT Network.

26.2 If you take the Call Service from us without the Landline Service you will retain your existing telephone number and continue to be responsible to the Network Operator who provides your telephone line for line rental charges.

26.3 You will be responsible to us for any Charges that may be applicable for calls you make, unless you use third party call forwarding. Where you use another Network in this way you will be responsible for any charges that that Network Operator may charge you.

26.4 If you only take the Call Service from us without the Landline Service and you experience any problems with your telephone line, you will need to resolve these issues with the Network Operator who provides your telephone line. We will not be responsible for maintaining or fixing your landline or for any charges that you have to pay to maintain or fix your landline.

26.5 We may need to contact you in order to request information we require about your existing telephone service. If we do this and you do not contact us we may not be able to provide you with the Call Service.

27. Your Obligations

We reserve the right from time to time to apply a Charge Limit to the amount of charges for calls that are made using this Service. We may suspend the Service and ask for payment of the Charges if you exceed, or are likely to exceed any Charge Limit we apply.

28. Equipment

28.1 It is your responsibility to provide a suitable telephone in order to access the Service.

28.2 You must ensure that any equipment you use to access the Service conforms with any technical requirements specified by us or other Network Operators who operate the Network (or parts of it) for us.

29. Charges & Call Charges

29.1 Additional Charges and limitations will apply to calls made using the Service which are not included within your Service subscription.

29.2 To find out details of; the Charges; which calls are included in your Service; and the limitations that apply to calls and services not included within Service subscription please visit our [website](#) or ring Customer Support.

29.3 Where you Move and we have activated this Service at your New Home we reserve the right to charge an activation fee.

29.4 The Service is subject at all times to a Fair Use Policy which includes limitations on the total duration of all inclusive calls which are included within your Home Package subscription to 1,000 (one thousand) minutes on your account per month. Calls within your Home Package subscription have maximum call duration of two hours per call, after which you will be charged at standard rates. Any use of outgoing calls above these limitations will contravene this Fair Use Policy and constitute an abuse of the Service which may result in our monitoring usage and/or suspending or terminating the Service from your account. We will give you reasonable notice of our intention to suspend or terminate the Service and give you the opportunity to reduce your usage.

30. Termination

30.1 Where the Agreement terminates we shall stop the Landline Service and/or Call Service (as applicable). You are responsible for transferring your Landline Service and/or Call Service to another provider before this occurs.

30.2 If you do not transfer your Landline Service and/or Call Service as mentioned it may be interrupted and you may not be able to make or receive calls.

30.3 If you only take the Call Service from Orange and it is that Service which is terminated you may continue to make calls but these will be carried by your new Network Operator and it will charge you for such calls.

31. DEFINITIONS

The following words shall have the following meanings:

"Agreement": the General Terms and the Specific Terms applicable to the Service(s) which you have chosen together with the Price List, the Fair Use Policy, Usage Allowances (if applicable), the Technical Requirements (each as they relate to your chosen Services) and any other documents referred to herein;

"Broadband" means the broadband services described in this Agreement;

"BT" means British Telecommunications plc of 81 Newgate Street, London EC1A 7AJ;

"Call Service" means the call service that we provide to you which enables you to make telephone calls which we carry over the Orange Network.

"Charges": all charges for the Service(s) you have subscribed to as published on our [website](#) together with any additional charges payable by you for i) call charges (in addition to your subscription charges) ii) any chargeable Member Services that you select (including downloads) iii) any charge that we incur from BT where you terminate your Agreement with us without a MAC Code, in accordance with clause 21.4, iv) replacement costs for non-returned Equipment, and/or v) any reasonable administration fees. Call, Home Package and Member Services charges can be found [here](#). Other charges can be viewed [here](#).

"Charge Limit" means a limit to the amount of Charges that you are entitled to run up on your account;

"Customer Support" means our customer support team. Numbers for which can be found on our [website](#) . Calls will be charged at 5p per minute from a BT line (charges from other networks may vary);

"Equipment" means a Modem, the Livebox (if applicable to your Home Package) and any other ancillary equipment and cables necessary to use the Service(s) that we may provide to you;

"Fair Use Policy" means the fair use policy applicable to your Home Package, details of which are available [here](#);

"Home" means the residential address in the UK at which we agree to provide the Service(s) to you and after any Move your New Home shall be considered your Home for the purpose of these Terms and Conditions;

"Home Package" means the Orange package of broadband and related products and services to which you subscribe;

"Home Phone Service" consists of two distinct service elements, the Landline Service and the Call Service. Depending on the Home Package which you take you will receive either (i) the Call Service or (ii) both the Call Service and the Landline Service;

"Landline Service" means the line rental service that we provide to you through the telephone line connected to your Home and which enables you to make and receive telephone calls or access the internet;

"Livebox" means the router, filters and other ancillary equipment and cables that are supplied to you that enables you to connect your computer and other internet enabled devices through either a wireless interface (using a Wireless Adapter) or a wired interface to an appropriate Home Package and enables us to supply the Second Line Service;

"MAC Code" means the migration authorisation code which allows you to switch from one broadband provider to another without losing your broadband connection. Further details are available [here](#).

"Member Services" means access using broadband technology and services comprising various Internet-based services, for example email facilities including POP email and Webmail Interface, personal web space, access to the World Wide Web and other such services and applications;

"Minimum Period" means in relation to each Home Package a period of eighteen months commencing from the Start Date, unless we either notify you otherwise or agree in writing a shorter period at the outset of the Agreement;

"Modem" means the high-speed modem and ancillary equipment that we supply to you when you subscribe to a Home Package which does not include the Second Line Service. It does not include the Livebox;

"Move" means a change in the location where you live;

"New Customer" means that before registering for your Home Package you did not have an account with an Orange Company for broadband services;

"New Home" means the residential address at which you request the Service(s) after a Move;

"Network" means the public switched telecommunications network operated by or on behalf of a Network Operator;

"Network Operator" means any entity that operates a Network itself, or on whose behalf a Network is operated;

"Orange" **"Orange Company"** or **"Orange Group of Companies"** means Orange Home or any other member of the Orange group of companies from time to time that may provide services, facilities and products to you under the Agreement; **"We"**, **"our"** and **"us"** are references to Orange Home.

"Orange Home" means Orange Home UK Limited a company registered in England and Wales (company number 3014367); whose registered office is located at St James Court, Great Park Road, Almondsbury Park, Bristol, BS32 4QJ;

"POP email" means email sent and received using software applications such as Microsoft's Outlook Express, where the client software resides on your computer;

"Price List" means those prices published by us on the price and registration pages on our [website](#) setting out the Charges (including call charges) as may be amended by us from time to time. Call, Home Package and Member Services charges can be found [here](#). Other charges can be viewed [here](#);

"Privacy and Cookie Policy" means the policy governing our use of your personal information as set out [here](#);

"Registration Details" means the personal information you provide upon registration for the Service(s) as updated from time to time by you or on your behalf;

"Re-grade Customer" means that before registering for a different Home Package you had a live account with an Orange Company for broadband services;

"Second Line Service" means the service which enables you to make and receive telephone calls over the Internet;

"Service(s)" means all or any of the following services as may be applicable to you; Broadband, Second Line Service, Member Services, and Home Phone Service whilst "Service" shall mean any one of the Service(s);

"Service Availability Area" means a geographic area specified by us where Home Broadband is potentially available, as published on our [website](#) as may be amended from time to time;

"Specific Terms" means the additional terms and conditions applicable to the Service you have chosen;

"Start Date" means when either (i) we have sent you confirmation by email that we have activated the Service(s) or (ii) when you first start to use the Service(s), whichever of these happens first;

"Technical Requirements" means the requirements to enable the Service(s) to be provided to you as published on our website;

"Technical Support" means the telephone facility to report faults in the Service(s), contactable by telephone on 0844 873 8586 (charged at 5p per minute from a BT line (charges from other networks may vary). These numbers may be updated from time to time please see our [website](#) for the most up to date numbers;

"Transmission Speed" means the rate in terms of Mbps (millions of bits per second) or Kbps (thousands of bits per second) that data is transferred between two modems. The Transmission Speed available to you will be affected by the operational and technical characteristics of your phone line and your chosen access equipment or the Equipment that you connect to your Broadband Service with;

"Usage Allowance" means the limit of the total amount of data you may download/and or upload each month as advised at the time of registration for a Home Package;

"Webmail Interface" provides web access to your email to enable you to send and receive emails from any computer attached to the Internet;

"Wireless Adapter" means the USB or FireWire device that allows your computer to communicate to the Livebox via a wireless link;

"you" or **"your"** means the person with whom we make these Agreements, as specified in the Registration Details.