

Broadband Terms and Conditions

Simple Telecommunications Ltd

Farrs House, Cowgrove Road, Wimborne, Dorset, BH21 4EL

Simple Telecommunications Ltd Terms and conditions

These Terms and Conditions constitute an agreement ('Agreement') between you, the end user, and Simple Telecommunications Ltd trading as Simple Telecoms. You should read these terms carefully. By using either the Landline Phone service or Broadband service, you will be deemed to have accepted, and will be bound by, these Terms and Conditions.

1 DEFINITIONS

- a. 'You' or 'you' means the customer named in the online application for the Services, and 'your' shall be construed accordingly.
- b. 'we' or 'us' means Simple Telecommunications Ltd trading as Simple Telecoms.
- c. 'Property' means any address at which the Services are supplied to you.
- d. 'Equipment' means any equipment provided by us in order to enable you to use the Services.
- e. 'Service(s)' means any service provided by Simple Telecoms.
- f. 'Commencement Date' shall mean the date the Service is made available to you.
- g. 'Broadband' / 'Fibre Broadband' shall include any Landline Phone service we provide using the same physical line into your Property or business.
- h. 'Working Day' means any day other than (a) a Saturday or Sunday and (b) any day on which banks located in England are closed for the conduct of regular banking business.
- i. 'Bill' means the monthly invoice you will receive for the Services we supply to you under the Simple Telecoms brand.
- j. 'Designated User' means any person(s) that you authorise as users of your telephone and Broadband service.
- k. 'Landline Phone service' means the basic two-way communication service via whichever carriers or networks we may elect to use from time to time and any ancillary telephony services made available to you by us from time to time.
- l. 'Broadband service(s)' / 'Fibre Broadband service(s)' means the use of online information, communication and other services provided by us, (but excluding any Simple Telecoms hosted email accounts), and access to information and services provided by third parties, on the internet, where we are providing a fixed line Broadband connection.
- m. 'Software' means the use of the software programme(s) provided by us or by third parties that are associated with the Broadband service.
- n. 'Accompanying Material' means any documentation provided by us that is associated with the Broadband service.
- o. Simple Telecoms is a trading name of Simple Telecommunications Ltd, whose registered office is at Farrs House, Cowgrove Road, Wimborne, Dorset, BH21 4EL. Registered in England 08283225. VAT GB 163249312

2. COMMENCEMENT/DURATION

- a. Our Broadband services are only available to owner-occupiers, and we will not provision your Broadband service until such time as we are satisfied that the applicant for the Services is the owner of the property where the Service is to be provided and is living at that address. This requirement will be satisfied where we are able to match the name(s) of the account holder provided to us with the name(s) shown on the Land Registry database as being the owner of the Property or business, or where you have provided us with such other evidence of your title to the Property or business as we shall require at our sole discretion (e.g. a solicitor's letter or copy of a recent mortgage statement), or otherwise at our sole discretion.
- b. This Agreement is entered into on the date that you agree to the terms that we offer you by accepting them online or over the telephone and will continue indefinitely thereafter unless cancelled by us in accordance with clause 2(c) below or by you in accordance with your Early Cancellation Rights (see below) or by either of us giving 30 days' notice to the other at any time, or in accordance with clause 15 (Ending this Agreement) below.
- c. We reserve the right to cancel this Agreement prior to the Commencement Date and at our sole discretion where we have any commercial, technical, or operational reasons for not providing you with the Service(s) and you shall not be entitled to compensation of any form whatsoever where we have exercised this right, save we will refund any connection fee previously paid by you.
- d. The monthly charge for your Broadband service is payable from the Commencement Date, irrespective of when you start using the Service. For the avoidance of doubt, the Broadband service is not available without the Landline Phone service, and your monthly charge remains the same even if you choose not to use the Landline Phone service.

3 CUSTOMER REPRESENTATIONS

The Customer hereby represents and warrants to Simple Telecommunications Ltd that:

- a. If an individual, you are at least 18 years of age.
- b. You have full power and authority to execute and deliver these T&Cs to perform the obligations herein for yourself or a third party.
- c. These T&Cs constitute your legal, valid, and binding obligations.
- d. All information that you have provided, and may from time to time provide, to Simple Telecommunications Ltd is and, unless you deliver written notice to Simple Telecommunications Ltd to the contrary, shall continue to be, true and complete. Any falsifying of information will be your sole responsibility under law.
- e. You agree that you will not use the services for any unlawful purposes such as making any offensive, indecent or hoax telephone calls or allowing other persons to do so or using the services

fraudulently or in connection with a criminal offense. You will not falsify or use the services to transmit or intercept any voice, data or email messages or use the service to in any way cause detriment or harm to any communication system. You will comply with all reasonable instructions provided by us in relation to the services and will fully indemnify us against any expenses, liabilities, losses, costs (including legal costs), action, claims, damages, or liabilities howsoever incurred by us as a result of your breach of this agreement.

f. In case of dispute or claim, you agree to seek an amicable solution with Simple Telecommunications Ltd before proceeding with any legal action.

4. THE SERVICES

a. You must pay us all charges relating to your use of the Service(s) from the Commencement Date in accordance with our published tariff or full cost breakdown provided by us via email.

b. We will use reasonable efforts to make the Service(s) available but owing to the nature of communication networks we are unable to guarantee to provide a fault free service; the quality of the Service(s) depends on your internal wiring, the communication network to which you are connected and on other communication networks to which the person you may be calling is connected. The Service(s) might be adversely affected by too many people trying to use the network at the same time. If a fault occurs you should report the fault by telephone, email or in writing to our technical support team.

c. We may use whichever network(s) we consider appropriate to supply these Services to you and may change the network(s) we are using at any time and without notice provided this does not affect the price(s) which we are charging you. We may suspend the Service(s), including for scheduled periods of downtime, where necessary for operational reasons such as repair, maintenance, or improvement of the Service(s) or because of an emergency. Except in the event of an emergency, we will try to give you as much notice as possible of any periods of scheduled downtime of the Service(s) by sending an email to the email address you have provided to us in order to contact you or by any other reasonable means. We will restore the Service(s) after suspension as soon as we reasonably can.

d. Any phone or other equipment used by you to access the Service(s) must be lawfully approved for connection. You must not use the Service(s) for any improper or unlawful purpose. You must comply with any instructions we give you about the Service(s).

w. We cannot be responsible for any fraudulent or unauthorised use on your Service(s) or for the proper safeguarding or security of your Service(s).

f. We may set a credit limit on using the Service(s) at any time. As our billing system is not updated instantly, you may exceed any such credit limit, but if this happens, you will still be liable for all relevant charges.

g. If at any time we have reason to believe any amount due from you may not be paid, we may ask for a reasonable deposit to be used as security.

5. LENGTH OF THE BROADBAND AGREEMENT

Our Agreement with you will begin when the Order Form for the Service is completed. This is:

- a. Over the internet: at the point at which you click on “Confirm Order” for the Service; or
- b. Over the telephone: when you have given your details to the Simple Telecoms representative and confirm that you wish to enter into the Agreement.
- c. We aim to send you an email within five Working Days of your Order Form being completed. This contains information explaining your Service and your estimated Service Start Date, these Terms and Conditions and other documents. If you have not received your email within that time or if you have any questions, please contact Customer Services.
- d. Our Agreement with you will continue until you or we end it under sections 13,15 and 16 below.
- e. Your Agreement may include a Minimum Term that starts on the Service Start Date and will be no longer than a 30-day rolling contract. This is the minimum period that you commit to receive and pay for the Service unless you cancel it under sections 13, 15 or 16 below.

6. FAULTS ON A BROADBAND SERVICE

- a. If you suffer or suspect a fault with the Line Rental Service then you should contact our Fault Customer Services Team on 0330 122 0000
- b. We will work on any fault that is reported to us according to the repair service we have agreed to provide to you contained herein and within the Simple Telecommunications Ltd website.
- c. You agree that you will be responsible for all charges that you incur, or we incur on your behalf in repairing the fault with the Broadband Service unless the fault is the result of any act or omission of us or a Third Party.
- d. Operator or is due to fair wear and tear where applicable.
- e. If you decide that a BT engineer should be sent to your premises in connection with a fault and that engineer arrives within an agreed appointment time, you will incur an administration fee if you are not available at the agreed date and time.
- f. If an engineer attends a fault and decides the fault is with the equipment owned by you then you will be charged for the visit and the engineer may disconnect the equipment if deemed necessary.

7. TIME RELATED CHARGES APPLY WERE

- a. Openreach carries out work at the end customer’s request where this work is not covered under the terms of a service contract with Openreach/Simple Telecommunications or where standard Openreach charges are not applicable.
 - Openreach agrees to carry out work at specific times which are not covered within the terms of the guarantee or agreement contract (for example during the evening or on a Sunday when the customer has a standard maintenance agreement or earlier than within their standard timescales).

- No fault found when tested. This is charged when an engineer is dispatched to the field and finds no evidence of an Openreach fault.
- Fault proved to be with customer's equipment such as in the case of cordless phones and broadband equipment. The charge will be raised when the Openreach engineer diagnoses the fault condition to the customer's equipment or damp in the telephone socket or internal wiring including "Star Wiring".
- Customer's wiring within the customer's premises where damage has been caused by the customer.
- Non-Openreach equipment; or damage caused on the Openreach network and equipment by someone at or factors emanating from within the end customer's premises (for example damp or internal flooding and including "Star Wiring".); or, due to theft, loss or removal of Openreach equipment within the customer's premises including the Network Termination Point; and in the case of customer's owned or rented equipment (but not Openreach's network) faults caused by external and environmental factors (e.g. lightning, electrical surges or floods whether or not emanating from within or outside of the end customer's premises).

8. BROADBAND SERVICE

- a. Changing your telephone line call plan/line rental will increase or decrease the broadband monthly rental. You will be informed of any changes in monthly cost at the time of your request to us to change your call plan.
- b. Our Broadband service is only available on lines which are connected directly to a local BT exchange and to customers that have a Simple Telecoms telephone service with us.
- c. Broadband service is subject to availability and varies by geographic location and exchange.
- d. We do not accept any responsibility for the quality of the Broadband Service where you are not using a router we have supplied or purchased from us.
- e. Our Router/s provides excellent WiFi coverage within small and medium sized homes and businesses.
- f. All routers purchased from us come with a 12-month return to base warranty. If a router we have supplied develops a fault within warranty, then we will repair or provide a free replacement. This is at our discretion.
- g. We will not provide a free replacement where the fault is caused by loss, theft, or physical damage. You must return the faulty router to us at your own expense within 30 days of informing us of the fault, using recorded delivery. If you fail to return the faulty router to us within 30 days of informing us of the fault, you will be charged our retail price for the router (as shown on our website) on your next bill.
- h. You may request upgrade to a better router at any time, subject to you paying the new router cost, postage and packing costs of us sending the new router to you (this charge will be added to your next monthly bill) and you arranging the return of the old router at your expense. Any rental charges in respect of the new router will apply from the date the upgraded router is provided to you.

Simple Telecommunications Ltd

Company Registration: 08283225 || Ofcom registered || Ofcom PSR2017 compliant || ADR registered with CISAS || ICO registered
UK VAT registered || EU MOSS registered || VAT Section 55a compliant || Sage Pay PCI compliant || GDPR compliant || PCI DSS Data
Level 4 compliant || Telephone - 0330 122 0000 || Web address - www.simpletelecoms.co.uk

If you fail to return the old router to us within 30 days of receiving the upgraded router, you will be charged our retail price for the old router on your next bill.

i. Our Internet Services are designed for normal household and business usage. We reserve the right to restrict capacity, reduce speed or withdraw service from you where we have reasonable cause to believe the Broadband service is not being used for normal household or business usage, or in any other way which may adversely affect the performance of the Broadband service for other users, at our sole discretion.

j. You agree not to publish using our Broadband service any information, software or other content which violates or infringes upon the rights of any others or which we consider to be offensive, abusive, indecent, defamatory, obscene or otherwise unlawful.

k. We do not engage in the active screening of online material and will be entitled, but shall not be obliged, to edit or delete any information, software or such other content which you or anyone using your Broadband service may place online at any time at our sole discretion.

l. You are solely responsible for evaluating the accuracy and completeness of any content that may appear online and the value and integrity of any goods and services offered by third parties.

m. We do not generally monitor the content of information sent and received using the Broadband service, however we reserve the right to do so if we consider it to be necessary.

n. We may require you to change your Domain Names, URL or email address and we may suspend your Broadband service, email or webspace if we reasonably believe that any Domain Name, URL or email address you are using is, or is likely to be, offensive, abusive, indecent, defamatory or obscene or otherwise in breach of any term of this Agreement.

9. REGISTRATION FOR BROADBAND SERVICE

a. In order to register for our Broadband service, set up an account and to identify authorised Designated Users you must be at least 18 years of age. You acknowledge that you are aware that areas accessible on or through the Broadband service may contain material that is unsuitable for persons under 18 years of age and you agree to supervise usage of the internet by any minors who you permit to use the Broadband service.

b. The monthly Broadband rental will be determined by you telephone line rental/call plan. Changing call rental plan will increase or will decrease the monthly broadband cost.

c. You confirm and warrant that all the information supplied by you when you register for the Broadband service is true, complete, and accurate in all respects and you agree to notify us immediately of any changes to that information.

d. You are responsible for ensuring that no unauthorised access is obtained to the Broadband service through your account.

e. You will be entirely liable for all activities conducted and charges incurred through your account whether by you or by any other person, whether acting with your knowledge and consent or otherwise.

f. You may be issued a unique username and password in order to access the Broadband Service; you are responsible for ensuring any such password is kept confidential.

g. You must inform us immediately if you have any reason to believe that any password has become known to someone not authorised to use it or if any password is being or is likely to be used in an unauthorised way.

h. If we have reason to believe that there is likely to be a breach of security or misuse of the Broadband service, we may change any or all of your passwords and notify you accordingly.

i. If you forget any password, you may contact our Customer Services Team. Subject to satisfying the security checks in operation, you will be given a new password to enable you to use the Broadband service.

10. SECURITY

a. You use the internet at your own risk. It is your responsibility to make sure that any equipment and security software you use is up to date and protected against viruses and malware. You must keep any passwords and user identification information secure and confidential.

b. You are responsible for checking the value, accuracy, and completeness of any content that you download or access, or any goods or services offered by other people when using the Service.

c. You may also be provided with online security tools and/or software as part of your Service. Please see the Price Lists for details about this. If you use Bitdefender security software provided by us, you will need to agree to additional terms and conditions as part of the installation process.

d. You must inform us if you believe any unauthorised person knows your user identification details and/or password.

e. If we suspect that there is, or is likely to be, a breach of security, we may suspend access to Simple Telecoms Broadband by suspending your user identification details and password. If we do this we will try to minimise any disruption to you, and may provide you with alternative user identification details and passwords.

11. YOUR DATA

a. Your data will be held securely and will not be disclosed to third parties for their marketing purposes. For full details of how we use your data, please see the Privacy Notice available on our website www.Simpletelecoms.co.uk. We may contact you in future to give you information about any of our Services or benefits which we believe may save you money or otherwise be of interest to you, unless you have informed us that you prefer not to receive this information.

b. If you would like copies of any personal information that we hold about you, please write to the Correspondence Department, Simple Telecoms, Farris House, Cowgrove Road, Wimborne, Dorset, BH21 4EL detailing what type of information you would like us to provide. We reserve the right to charge a reasonable fee for such requests.

c. Whilst we use all reasonable care to protect our customers' data, we do not accept liability for any losses incurred by customers caused by third parties who have gained illegal access to the data we

are holding, where such loss of data has been caused by circumstances outside our reasonable control.

12. BROADBAND PERFORMANCE

a. When we process your application for Broadband services, we will provide you with an estimate of the download and upload speeds that we expect your Service to achieve. If the estimate is below the minimum download speed stated for this service, we will not continue with your application.

b. During installation your phone line may be disconnected which will temporarily disrupt your existing Landline Phone service and Broadband service.

c. If upon testing the download speed does not reach the minimum speed stated for our Broadband Service, then we will be unable to provide the Service to you.

d. It may take up to two weeks from the date of installation for the speed of your Broadband Service to stabilise.

e. Broadband services and speeds are dependent on the distance from your home to the exchange or cabinet. External factors such as internet congestion and home wiring can affect speed. Wi-Fi speeds vary by device and home entertainment. Thus, speeds are measured up to the router.

13. CIRCUMSTANCES BEYOND OUR AND OPENREACH CONTROL (MBOC)

a. We shall not be liable to you for failure to deliver any of the Services or for any breach by us of this Agreement, where such failure or breach is due to a reason outside our reasonable control, including, but not limited to, failure of a third party telecommunications provider, lightning, exceptionally severe weather, fire, explosion, war, riots, industrial disputes, acts of terrorism, government action or regulation or national or local emergency and Openreach MBORC; you may terminate the affected Service at any time by notifying us in writing.

14. DIRECT DEBIT

a. Monthly rental payment can only be made via direct debit:

b. it is your responsibility to ensure that you have sufficient funds in your bank or building society to pay us;

c. you agree to allow us to alter your Direct Debit instruction (including the amount), subject to the terms of the Direct Debit Guarantee (which applies to all banks and building societies taking part in the Direct Debit scheme, and provides protection to you in respect of Direct Debit payments); and

d. you agree that we may use your Direct Debit instruction to charge you for any payment due to us under any agreement you have with us.

15. PAYMENT/BILLING

a. The connection fee and router cost are payable when you apply for the Service(s) and is not refundable unless you notify us that you wish to cancel your application during the cooling-off period, and we have received back (undamaged) the router we have sent you. On the date that your Service is connected ('Start Date'), the monthly fixed charges for a period of one calendar month (charged by us and payable by you one clear calendar month in advance) will be billed by us, and payment will be collected using the payment direct debit have provided. One calendar month from of your Start Date, and monthly thereafter, we will bill you the monthly fixed charges for the following month and in arrears for any call charges (or other event charges) incurred using the Service during the preceding month, which will be collected by us on the same date as the bill is produced using the payment direct debit details you have provided.

c. Your monthly Bill notification and other correspondence from us will be sent to you by email (which may include attachments) to the most recent email address supplied by you. Paper copies of Bills may be specifically requested and subject to an administration charge per printed bill, but there is no charge if you access them online and print them yourself. It is your responsibility to inform us of any changes to the email and/or postal address which you would like us to use when we need to contact you; if you fail to do so, you will still be deemed to have received any communication sent by us to the last email and/or postal address you provided.

d. All payments must be made in pounds sterling by direct debit, unless at our sole discretion we have agreed to accept payment from you using an alternative payment method.

e. In the event that for any reason we are unable to collect payment for any Bill on the due date, we will notify you using the email address provided by you. If the amount remains unpaid 48 hours later, then the Services will be suspended. If the amount remains unpaid after a further 7 days, then the Services will be Disconnected, in which case you will need to pay a re-connection charge in addition to the outstanding balance on your account before we can reconnect the Service which will typically take up to 10 working days for us to do. Please note that when the Services are disconnected, you may permanently lose any messages that had been left for you on any remote answering service or greetings you had recorded, and you may lose the phone number which had previously been allocated to you.

f. If we need to repay any money to you at any time this will be credited back to you using the bank account the funds come from. We cannot send funds to a different account.

g. Making a copy of your Bill available for you to access online (irrespective of whether you have received any notification) shall constitute proper notice from us to you of the amount payable.

h. We reserve the right to pass on any reasonable costs which we incur in the collection of any overdue amount from you, including charges for not returning faulty router/s, legal fees, administration costs, and/or agency charges.

i. We reserve the right to waive or reduce any charge(s) we are entitled to make at any time and without notice.

16. SUSPENSION OF THE SERVICES

- a. At our sole discretion, we can suspend or disconnect the provision of the Service(s) immediately, without telling you and without notice if:
- b. we believe you are using the Service(s) in an unauthorised way or for criminal activities or for the transmission of any material which is of a defamatory, offensive, abusive, obscene or menacing nature;
- c. you fail to pay any charges billed by us to you by the due date, and after we have sent a reminder (unless we have agreed to waive or accept late payment thereof) or commit any other substantive breach of this Agreement;
- d. your credit limit is exceeded;
- e. we are aware or have reason to believe that this Agreement has been entered into fraudulently or we are satisfied that fraudulent or improper use of the Equipment is taking place;
- f. we have reasonable grounds for believing you may not pay any amount(s) that are, or may become, due from you. This includes you verbally confirming you have no intention of paying;
- g. your phone number is being advertised in or on a public phone box or other public space for solicitation purposes;
- h. we no longer hold a valid direct debit for you;
- i. If Simple Telecommunications Ltd receives a notification from the customer's bank that their payment method has been suspended due to death, and we have not been notified by any other contact for that account to the contrary before the notification is received, we reserve the right to cease services and terminate the account with immediate effect.
- j. Direct Debit has been cancelled at the bank
- k. Any Direct Debit/s or card payments have been reversed by your bank or card provider
- l. you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the networks or the Service(s);
- m. we believe there is activity on your Service or an unlawful intrusion, which may damage or affect the operation of the networks or the Service(s).
- n. another company which is responsible for supplying your fixed line (e.g. a Cable network) suspends or terminates service on the line being used by us to provide our Services; or
- o. there are reasons outside of our control.
- p. In the above cases this Agreement does not come to an end and you are still liable for any minimum call charges and all monthly (or other periodic) charges due during any period of suspension. In addition, in certain of the above circumstances, all outbound calls may be routed directly to our overdue account team in which case you will hear an automated announcement advising you of the reason why your call could not be completed as dialled; if you have arranged call

forwarding on your line, then we cannot accept responsibility for any loss or embarrassment caused to you in the event that someone calling your number also hears this message when their call is forwarded, and any stored voicemail greetings or messages may be lost.

q. Bankruptcy proceedings are brought against you, you do not make payment of a court judgment on time, you arrange with your creditors, or any of your assets are seized.

17. VARIATION OF CHARGES AND TERMS

a. Changing your telephone line call plan/line rental will increase or decrease the broadband monthly rental. You will be informed for any changes at the time of your request to us.

b. We reserve the right to increase the monthly charge to reflect any increase to the amount charged by BT Openreach for using their network to supply your telephone or Broadband service, to the extent such increase is in excess of the increase in CPI over the previous 12 months.

c. We reserve the right to increase or decrease any of our call charges, call bundle prices, calling feature prices and/or introduce new charges from time to time. If we increase any of our charges and we believe that increase is likely to be to your significant disadvantage (i.e. an overall increase in excess of the rate of the Retail Price Index for the period since those charges were last updated by us, to the total amount we are currently charging you for this Service), we will give you at least 30 days' prior notice; in such circumstances, except where the increase results substantially from a regulatory or tax change, you may cancel the Service to which the increase relates with immediate effect by notifying us before any such increase takes effect. If you have not notified us that you wish to cancel during this period, you will be deemed to have accepted the variation.

d. We shall be entitled to use a different network or carrier to provide the Service(s) from time to time, or to discontinue or modify any aspect of the Service(s) at any time. Any material modification will be notified to you; by continuing to use the Service(s) following any such modification, you will be deemed to have accepted such modification.

18. ENDING OF THIS AGREEMENT

a. You may cancel any Service(s) with immediate effect and without penalty by notifying us within 14 days of entering into this Agreement, however you will still be liable for any installation costs and charges incurred in using the Services in the meantime.

b. You may notify us that you wish to end this Agreement immediately if:

- we have committed a material breach of this Agreement and fail to put it right within 30 days of you asking us to do so;
- all of the Services are permanently no longer available to you; or
- you choose not to pay a deposit which we have requested in accordance with this Agreement.

c. We may end this Agreement immediately by writing to you if:

- you do anything (or allow anything to be done) which we reasonably believe may damage or affect the operation of the networks or the Service(s);

- you become bankrupt or make any arrangement with creditors or go into liquidation or become subject to an administration order or a receiver is appointed over any of your assets;
- you commit a breach of this Agreement (e.g. you fail to pay charges on the due date, or to pay us a deposit we have requested in accordance with these terms) and do not put it right within 7 days of being asked by us in writing to do so; or
- we are no longer able to provide the Service(s) to you on a permanent basis.
- Without prejudice to any other rights Simple Telecommunications Ltd may terminate the Service immediately after non-payment of invoices and/or no communication after a period of 7 days. The Customer will remain liable for all invoices incurred up to the agreed date of termination of the Service.
- If Simple Telecommunications Ltd receives a notification from the customer's bank that their payment method has been suspended due to death, and we have not been notified by any other contact for that account to the contrary before the notification is received, we reserve the right to cease services and terminate the account with immediate effect.

d. If we receive notification from another provider that you have asked them to take over the supply of any Service(s) we are supplying, we will treat the date of that notification as the start of the notice you are required to provide to us. When this Agreement comes to an end the Services will be disconnected and:

- you may not be able to transfer the telephone number(s) you have been using on our Service to another provider;
- you will have to pay immediately all charges outstanding at disconnection;
- we will repay any deposit you have given us, upon request, but only if you do not owe us any money;
- you must return to us in good condition (fair wear and tear excepted) any included Equipment we have provided to you under this Agreement;
- if we have received notification that your Service is being transferred to another provider, and you continue using our Service after any notice period has expired, then you will remain responsible for all charges until the Service is actually transferred;

e. you shall cease all use of any Broadband services and destroy the Software, archival copy, and Accompanying Material and if requested confirm to us in writing that you have done so.

f. If you wish to cancel this Agreement in accordance with any legal early cancellation rights you may have, you must return any included Equipment we have supplied to you within 14 days of the date it was supplied to you (complete, undamaged and in its original packaging); if you fail to do so, then we will charge you for such Equipment at our retail price as shown on our website.

g. If your Broadband service is cancelled for any reason, then we will disconnect your Landline Phone service at the same time, unless instructed not to do so.

19. EARLY CANCELLATION RIGHTS

- a. You have the right to cancel this Agreement in relation to any (or all) of the Services within 14 days without giving any reason. The cancellation period will expire 14 days from the date the order for services has been placed in respect of each Service you have requested.
- B. To exercise the right to cancel, you must contact Customer Services on Phone: 0330 122 0000 or write to us at Customer Services, Simple Telecommunications Ltd, Farris House, Cowgrove Road, Wimborne, Dorset, BH21 4EL informing us clearly of your decision to cancel this Agreement. We recommend you use a registered letter service, but it is not obligatory to do so.
- c. To meet the cancellation deadline, we must receive your communication telling us you want to cancel before the cancellation period has expired; if using post, your letter should be sent registered first class at least 3 days before the end of the early cancellation period.
- d. If you have used or damaged any of the Equipment, we have supplied to you, or fail to return any Equipment to us, then additional charges may be payable by you as set out below.

20. EFFECT OF CANCELLATION OF AN ORDER

- a. All Equipment must be returned to us undamaged, together with the power supply, and in its original packaging - i.e., 'Undamaged.' You are allowed to do what is necessary for you to confirm that the equipment you have received is as expected and that it is in good working order, but not any more than that.
- b. If you fail to return the Equipment, or the Equipment you return is not 'Undamaged', then you will have to pay us the reasonable costs we incur in repairing, refurbishing, or replacing the Equipment (as applicable) up to a maximum of our published retail price.
- c. We will reimburse any initial payments received from you for the equipment, without undue delay, and not later than 30 days after the date we have received back from you any Equipment purchased in Undamaged condition; if no Equipment was purchased, reimbursement will be made no later than 14 days after the date we are informed about your decision to cancel this Agreement. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless we are unable to do so (for example, the credit card you used has been cancelled) in which case we will use reasonable endeavours to agree an alternative method as long as the method is in the same name and address of the person that make the payment.
- d. Any Equipment you have received/purchased from us in connection with this Agreement must be returned to WideFM Ltd, C/O Simple Telecommunications Ltd, Unit 6 The Concept Centre, Innovation Close, Poole, Dorset, BH12 4QD without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of this Agreement to us. You will have to bear the direct cost of returning the Equipment, and recommend you retain proof of sending.
- e. You will need to pay us for any Service(s) provided to and/or used by you prior to the date your cancellation request is received and processed by us.

21. VIEWING YOUR BILL

a. You can normally only view your bills using our online billing service. If you do not want to receive online bills, contact Customer Services to ask for paper bills. This has a monthly charge, and you will be advised of the cost at the time of contacting us. Or for paper bills (see our Price Lists).

b. Our online billing service (ZOEY) allows you to check your account details and bills on a secure page using a unique user identification and password (Online Service). We will send you an email with a statement each time we issue a new bill. Full itemised billing is only available online, or via paper billing.

c. We will send you emails and/or paper bills using the current e-mail or postal address that we hold for you. Please ensure that you notify us of any changes to this.

22. INDEMNITY

a. You warrant that:

- your use of the Service(s) will not violate any law, regulation or treaty and that such use will not be in breach of the intellectual property rights of any person;
- your use of the Service(s) may only be for lawful purposes;
- you shall not use or authorise or permit anyone else to use the Service(s) for any use that is prohibited by these Terms and Conditions; and
- you are entitled to any trademark or name that you use in any Domain Name(s) URL or email address.

b. You shall indemnify and hold us harmless against all claims, liabilities, losses, damages, costs and expenses incurred or suffered by us (including, but not limited to claims in respect of defamation, breach of copyright or other intellectual property right infringement) by reason of a breach by you, or any of your Designated Users, of any of your obligations as set out in these Terms and Conditions.

23. LIABILITY AND EXCLUSIONS

a. Except as expressly provided in these Terms and Conditions and to the extent permitted by law, we exclude all liability whether in contract, tort (including liability for negligence) or otherwise for the accuracy, suitability, quality or completeness of any online content and the value and integrity of goods and services offered by third parties.

b. We shall not be liable for any indirect or consequential damages whatsoever including, without limitation, damages or losses relating to business profits, lost savings, business interruption, loss of information or data, missed opportunities, wasted expenditure or other financial loss arising out of the use of the Services, Software or Accompanying Material, and interruption of service, even if we or the other party or person has been advised of the possibility of such damages. This does not affect your right to a refund of your monthly (or other periodic) line rental charge in the circumstances described in clause 13(b) above.

c. The internet is separate from the Services and use of the internet is at your own risk and subject to any applicable laws or further terms and conditions. We have no responsibility for any goods, services, information, software or any materials you obtain using the internet.

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d. Our Broadband service is available at various speeds. The actual speed you will experience is dependent on the equipment in your local BT exchange, the distance of your home from the exchange, contention on the networks we use or at the websites you are visiting, interference to your WiFi caused by other internet users locally, and a variety of other factors which are outside our control.

e. There may be occasions when we are unable to provide the Service(s), or the downstream and upstream bandwidth available to you may be reduced, because of something outside of our reasonable control. We will not be liable to you if that is the case, and if you choose to use an alternative Broadband or mobile data provider then we will not be responsible for that provider's charges.

f. In the event that a line which we have made available to you for any Service(s), whether through transfer, migration or new line installation, has an alarm or any other monitoring system attached, we will not be responsible if that monitoring system should fail due to some technical fault, failure in the line or otherwise.

g. We do not accept responsibility for any loss or damage to your software, hardware or data howsoever caused. We strongly advise that you subscribe to your own internet protection services to secure you against the most common risks associated with using the internet and also unauthorised access to your PC/MAC, mobile or tablet devices and/or cyber-attack.

24. CHANGES TO YOUR AGREEMENT

a. Any requested alteration or change to our standard Terms and Conditions must be made by you in writing and will not be binding on us unless specifically accepted and evidenced by the signature of a director Simple Telecoms.

b. You may request additional Services to be provided by us online at any time. Any Services provided by us pursuant to such a request will be subject to our standard Terms and Conditions. We reserve the right to make changes to these Terms and Conditions from time to time and/or to introduce new Terms and Conditions from time to time, if there are changes to the law or amendments to the terms and conditions upon which we are able to obtain services from our suppliers or in the event we believe it is necessary for us to do so. We will notify you of any such changes, and if such change(s) are to your significant disadvantage, we will remind you of any termination rights you may have.

c. We will always send important notices to you relating to our Services in writing, which may be printed on your monthly Bill, or sent to you by email where we have a valid email address, or by SMS if you have given us a mobile contact number. You shall be deemed to have accepted any changes to these Terms and Conditions or to any of our charges that have been properly notified to you in accordance with this clause, unless you notify us within 14 days of being so notified that you wish to terminate the Service(s).

d. You may send notices to us by post, by telephone or by email. Notices sent by post by either party shall be deemed to have arrived at their destination 48 hours after posting.

25. MOVING HOME OR BUSINESS ADDRESS

a. We provide our Services in good faith based on the information you have given us (including the supply address). You are responsible for notifying us promptly if you move home, and we recommend letting us know at least 21 days prior to your moving date; this will enable us to arrange a working line and/or Broadband Service at your new address. In the event that you move home without informing us and providing a forwarding address at which we can contact you, you will remain liable for all charges associated with any Services being provided to your previous address until we have been properly notified that you are no longer living there so that we can disconnect the Services. We also reserve the right to end any Service we have been providing to you, without notice, in such circumstances and we will not be liable for any resulting loss, damage or inconvenience. You will be liable for any associated charges if Services are ended under this clause.

26. COPYRIGHT

a. The content available on the internet is protected as a collective work under applicable copyright law.

b. Except as expressly authorised online or in these Terms and Conditions, the copying, redistribution, or publication by you or any of your Designated Users of any such content is prohibited.

c. Information, software or other content placed by you or any of your Designated Users in any public areas of the internet using the Broadband service grants us the right to copy and otherwise use in connection with the Broadband service, such information, software or other content. Subject to this grant, any rights you may have in such information, software or other content are retained by you.

d. Copyrighted material must not be placed on the internet without the permission of the owner(s) or person(s) they specifically authorise. Only the owner(s) or such authorised person(s) may upload copyrighted material to the internet using the Broadband service.

e. Except as expressly provided by copyright law, copying, redistribution, or publication must be with our express permission or the relevant copyright owner, if other than ourselves. Permission must be specified online or obtained directly from us or the relevant copyright owner, if other than ourselves.

f. Unless otherwise provided, any authorised copying, redistribution, or publication of copyrighted material must be for your own private and personal use and not for any commercial purposes and any changes to or deletion of author attribution or copyright notices are prohibited.

27. MISCELLANEOUS

- a. This document, including any other terms and conditions referred to herein, together with the information published on our website, is intended to contain all the terms of the Agreement

- b. between you and us. If there is any difference between the various documents, we have provided to you, then the latest Terms and Conditions on our website and the prices published on our website shall prevail.
- b. The main account holder who is named in the application must be over 18 years of age; this person is the customer and is legally responsible for all aspects of the Agreement, including payment of all liabilities and costs incurred. You warrant that you (the named main account holder) is authorised to charge the cost of using the Services to any debit/credit card(s) whose details are provided to us by you from time to time.
- c. The internet is used at the sole risk of the user and as a result we shall not be your requirements.
- d. We may at our sole discretion change the carrier(s) being used to route your call traffic at any time and without notice.
- e. Any phone numbers issued by us do not belong to you. We may change any of these at any time.
- f. There is a special helpline 0330 122 0000 for technical support for the Service(s). Please note that we can only provide technical support relating to our telephone line, provided router and Broadband services (including any line faults which affect your landline phone service). We cannot assist with any problems you may experience with any hardware used or software installed on your PC, unless provided by us.
- g. By supplying details of an additional account holder to us, either as part of the initial application or at a later date, you have authorised us to disclose any information we hold relating to your Services to the additional named account holder, and for us to accept any instructions they may give us relating to the management of your account, until such time as you notify us in writing that you would like them to be removed as an additional named account holder. We may also take instructions from someone who we have reasonable grounds for believing is acting with your permission or holds Power Of Attorney, and in such circumstances, we will not be liable for any resulting loss, damage or inconvenience.
- h. Unless you tell us otherwise, we may disclose your name, address and mobile phone number to third parties in order for them to operate a directory service.
- i. Unless you have specifically asked us not to do so, we may register your Landline Phone number(s) with the Telephone Preference Service (TPS) to protect you from unwanted sales calls.
- j. When you use the Service(s), the identity of your telephone number may be sent through the networks so as to be identified to the phone being called. It may be used by us to identify you when calling our Customer Service number, or to divert calls to us for administration and for the investigation of fraud. You may be charged for any diversion.
- k. Where a Service, tariff or price plan is no longer available to new customers, the specific terms associated with it may no longer be included in our current range of marketing materials (including these Terms and Conditions). Unless you have been notified by us of any changes, the Terms and Conditions and tariff(s) which applied at the time you entered into this Agreement (but subject to any subsequent amendments notified to you) shall continue in full force and effect.

l. If you telephone us, or if we telephone you, your call may be recorded or monitored.

m. We operate a Code of Practice in accordance with Ofcom requirements covering the provision of fixed line telephony services to domestic customers; details are available at www.simpletelecoms.co.uk

n. Except as expressly provided a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third-Party Act) 1999 to enforce any term of this Agreement.

o. We may assign or transfer any of our rights under this Agreement, so far as we are permitted by any relevant statutory or regulatory provision, to any other person or company. We may transfer any of our responsibilities to any other licensed supplier. We will inform you as soon as we reasonably can if we transfer any of our rights or responsibilities. We may also subcontract anything we have agreed to do under this Agreement, but we will remain responsible for our subcontractors. You may not assign or transfer your rights or liabilities to anyone else unless we have agreed in writing beforehand.

p. Failure by either of us to enforce our rights under these Agreements shall not prevent the other from taking further action. If either party waives a breach of these Agreements that waiver is limited to that particular breach. If any part, term or provision of these Agreements is held to be illegal or unenforceable, the validity or enforceability of any remaining terms will not be affected.

q. The headings in this Agreement are inserted for reference only and shall not affect the interpretation of these Terms and Conditions. Where applicable throughout the literature we publish, the terms 'we' and 'our' include references to other companies, their networks and equipment which we use in order to make our Services available to you.

r. These Agreements are governed by the laws of England where your home address is located in England, Wales or Northern Ireland, and by Scottish law where your address is located in Scotland.

s. If you are a consumer, the terms of this Agreement will not affect any rights which you may have under any Act of Parliament and which cannot be excluded by agreement. If you have any doubts about your statutory rights, please contact your local Trading Standards department or Citizens Advice Bureau.

28. COMPLAINTS

a. Please see our website at www.simpletelecoms.co.uk for our full complaint handling procedures, including our Customer Complaints Code.

b. If you are not satisfied with any part of your service, please call our Customer Service Team on 0330 122 0000 or email provisioning@simpletelecoms.co.uk, who will assess your complaint and do all we reasonably can to resolve this situation to your satisfaction.

29. DISPUTE RESOLUTION

a. Simple Telecommunications Ltd will make every effort to resolve any dispute quickly and satisfactorily. If the dispute outcome is not to the satisfaction of the Customer, the customer has the right to seek arbitration for the dispute to be resolved with the Ombudsman.

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simple

same telephone
cheaper costs

The smart choice is Simple

If we are unable to resolve your complaint satisfactorily, we will issue a "deadlock" letter so that you may make a complaint through CISAS, an independent alternative dispute resolution scheme. We can provide you with details of this service. Alternatively, if more than three months has passed since you first made your complaint, please contact.

the CISAS International Dispute Resolution Centre directly.

CISAS, 70 Fleet Street, London, EC4Y 1EU

Email: info@cisas.org.uk

Tel: 020 7520 3814

Fax: 020 7520 3829

If you are hard of hearing and have a text phone you can call us on 020 7520 3767. More information on CISAS International Dispute Resolution Centre can be found here: www.cisas.org.uk/CISASRules-12_e.html

30. GDPR PRIVACY NOTICE

BACKGROUND:

Simple Telecommunications Ltd understands that your privacy is important to you and that you care about how your personal data is used. We respect and value the privacy of all our customers and will only collect and use personal data in ways that are described here, and in a way that is consistent with our obligations and your rights under the new GDPR (General Data Protection Regulation).

Information About us

Simple Telecommunications Ltd

Registered in England under company number 8283225.

Registered address: Farrs House, Cowgrove Road, Wimborne, Dorset, BH21 4EL

Main trading address: Farrs House, Cowgrove Road, Wimborne, Dorset, BH21 4EL

VAT number: GB163249312.

ICO Registration ZA346087.

Data Protection Officer: Mr A C Franklin May

Email address: solutions@simpletelecoms.co.uk.

Telephone number: 0330 122 0000

Postal address: Farrs House, Cowgrove Road, Wimborne, Dorset, BH21 4EL

We are regulated by Ofcom, and the ICO.

We are ADR registered with CISAS.

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We are VAT section 55a compliant.

We are PCI DSS data compliant – Level 4.

We are Ofcom PRS2017 compliant

What Does This Notice Cover?

This Privacy Information explains how we use your personal data: how it is collected, how it is held, and how it is processed. It also explains your rights under the law (GDPR) relating to your personal data.

What is Personal Data?

a. Personal data is defined by the General Data Protection Regulation (EU Regulation 2016/679) (the “GDPR”) as ‘any information relating to an identifiable person who can be directly or indirectly identified by reference to an identifier’.

Personal data is, in simpler terms, any information about you that enables you to be identified. Personal data covers obvious information such as your name and contact details, but it also covers less obvious information such as identification numbers, electronic location data, and other online identifiers.

What Are My Rights?

Under the GDPR, you have the following rights, which we will always work to uphold:

- a. The right to be informed about our collection and use of your personal data. This Privacy Notice should tell you everything you need to know, but you can always contact us to find out more or to ask any questions using the details in Part 11.
- b. The right to access the personal data we hold about you. Part 10 will tell you how to do this.
- c. The right to have your personal data rectified if any of your personal data held by us is inaccurate or incomplete. Please contact us using the details in Part 11 to find out more.
- d. The right to be forgotten, i.e., the right to ask us to delete or otherwise dispose of any of your personal data that we have. Please contact us using the details in Part 11 to find out more.
- e. The right to restrict (i.e., prevent) the processing of your personal data.
- f. The right to object to us using your personal data for a particular purpose or purposes.
- g. The right to data portability. This means that you can ask us for a copy of your personal data held by us to re-use with another service or business in many cases.
- h. Rights relating to automated decision-making and profiling. we do not use your personal data in this way Part 6 explains more about how we use your personal data, including automated decision-making and profiling.
- i. You have the right to have any inaccurate personal data about you rectified and, considering the purposes of the processing, to have any incomplete personal data about you completed.

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j. In some circumstances you have the right to the erasure of your personal data without undue delay. Those circumstances include: the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed; you withdraw consent to consent-based processing; you object to the processing under certain rules of applicable data protection law; the processing is for direct marketing purposes; and the personal data have been unlawfully processed. However, there are exclusions of the right to erasure. The general exclusions include where processing is necessary: for exercising the right of freedom of expression and information; for compliance with a legal obligation; or for the establishment, exercise, or defence of legal claims.

k. In some circumstances you have the right to restrict the processing of your personal data. Those circumstances are you contest the accuracy of the personal data; processing is unlawful, but you oppose erasure; we no longer need the personal data for the purposes of our processing, but you require personal data for the establishment, exercise, or defence of legal claims; and you have objected to processing, pending the verification of that objection. Where processing has been restricted on this basis, we may continue to store your personal data. However, we will only otherwise process it: with your consent; for the establishment, exercise, or defence of legal claims; for the protection of the rights of another natural or legal person; or for reasons of important public interest.

l. You have the right to object to our processing of your personal data on grounds relating to your particular situation, but only to the extent that the legal basis for the processing is that the processing is necessary for: the performance of a task carried out in the public interest or in the exercise of any official authority vested in us; or the purposes of the legitimate interests pursued by us or by a third party. If you make such an objection, we will cease to process the personal information unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, or the processing is for the establishment, exercise, or defence of legal claims. m. You have the right to object to our processing of your personal data for direct marketing purposes (including profiling for direct marketing purposes). If you make such an objection, we will cease to process your personal data for this purpose.

What Personal Data Do You Collect?

We may collect some or all the following personal data (this may vary according to your relationship with us:

- Name
- Date of birth
- Gender
- Address
- Email address
- Telephone number
- Mobile number

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- Business name
- Job title
- Profession
- Payment information

How Do You Use My Personal Data?

Under the GDPR, we must always have a lawful basis for using personal data. This may be because the data is necessary for our performance of a contract with you, because you have consented to our use of your personal data, or because it is in our legitimate business interests to use it. Your personal data will be used for the following purposes:

- Providing and managing your account
- Supplying our products and Services to you. Your personal details are required for us to enter into a contract with you.
- Personalising and tailoring our products and Services for you.
- Communicating with you. This may include responding to emails or calls from you.
- Supplying you with information by email and post that you have opted-in to.

You may unsubscribe or opt-out at any time by sending us an email to solutions@simpletelecoms.co.uk with the subject line opt-out. With your permission and/or were permitted by law, we may also use your personal data for marketing purposes, which may include contacting you by email, telephone, text message and post with information, news, and offers on our products and services. You will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and you will always have the opportunity to opt-out

How Long Will You Keep My Personal Data?

We will not keep your personal data for any longer than is necessary considering the reason(s) for which it was first collected. Your personal data will therefore be kept for the following periods (or, where there is no fixed period, the following factors will be used to determine how long it is kept):

- All forms of data will be retained for a minimum period of 7 years, and for an indefinite period.
- Notwithstanding the other provisions of this Section 5, we may retain your personal data where such retention is necessary for compliance with a legal obligation to which we are subject, or to protect your vital interests or the vital interests of another natural person.

How and Where Do You Store or Transfer My Personal Data?

We will only store your personal data within the European Economic Area (the "EEA"). The EEA consists of all EU member states, plus Norway, Iceland, and Liechtenstein. This means that your personal data will be fully protected under the GDPR or to equivalent standards by law.

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The security of your personal data is essential to us, and to protect your data, we take several important measures,

including the following:

- Our billing system/s are GDPR compliant
- Our Sage invoicing systems are GDPR compliant
- Our Direct Debit Partner GoCardless is GDPR compliant
- All Cloud storage is End To end encrypted and GDPR compliant
- Encryption standard AES-256 and RSA-4096 encryption, using 256-bit keys

Do You Share My Personal Data?

We may share your personal data with other companies in our group for billing and provision of services. This includes subsidiaries of our holding company and its subsidiaries.

We may sometimes contract with the following third parties to supply products Services to you on our behalf. These may include payment processing, delivery, telephone and broadband Services and marketing. In some cases, those third parties may require access to some or all of your personal data that we hold.

We may disclose your personal data to our insurers and/or professional advisers insofar as reasonably necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, obtaining professional advice, or the establishment, exercise, or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

We may disclose personal or service data to our suppliers or subcontractors identified at point of order insofar as reasonably necessary in order to supply the products or Services purchased.

We may disclose your enquiry data to one or more of those selected third party suppliers of goods and Services identified on our website for the purpose of quoting you an indicative price of a product or service. If any of your personal data is required by a third party, as described above, we will take steps to ensure that your personal data is handled safely, securely, and in accordance with your rights, our obligations, and the third party's obligations under the law.

Financial transactions relating to our website and Services may be handled by our payment Services providers, SagePay, Sage One and Gocardless, we will share transaction data with our payment Services providers only to the extent necessary for the purposes of processing your payments.

How Can I Access My Personal Data?

If you want to know what personal data we have about you, you can ask us for details of that personal data and for a copy of it (where any such personal data is held). This is known as a "subject access request".

All subject access requests should be made in writing and sent to the email or postal addresses shown in Part 11. To make this as easy as possible for you, a Subject Access Request Form is

available for you to use. You do not have to use this form, but it is the easiest way to tell us everything we need to know to respond to your request as quickly as possible.

There is not normally any charge for a subject access request. If your request is 'manifestly unfounded or excessive' (for example, if you make repetitive requests) a fee may be charged to cover our administrative costs in responding.

We will respond to your subject access request within 28 days and, in any case, not more than one month of receiving it. Normally, we aim to provide a complete response, including a copy of your personal data within that time. In some cases, however, particularly if your request is more complex, more time may be required up to a maximum of three months from the date we receive your request. You will be kept fully informed of our progress.

How Do I Contact You?

To contact us about anything to do with your personal data and data protection, including to make a subject access request, please use the following details for the attention of Mr A C Franklin May:

Email address: solutions@simpletelecoms.co.uk.

Telephone number: 0330 122 0000.

Postal Address: Farris House, Cowgrove Road, Wimborne, Dorset, BH21 4EL.

Changes to this Privacy Notice

We may change this Privacy Notice from time to time. This may be necessary, for example, if the law changes, or if we change our business in a way that affects personal data protection.

Any changes will be made available at www.simpletelecoms.co.uk and www.simpletelecoms.com