

Terms and Conditions

1. DEFINITIONS

"ADSL Services" means broadband services delivered over the copper wire telephone network. ADSL Services covers both ADSL which offers speeds up to 7Mbps and ADSL2+ which offers up to 16Mbps speeds. ADSL services are distinct from our Fibre Optic Broadband Services;
"Broadband Services" means the ADSL or SDSL Service provided to you in accordance with these Terms and Conditions;
"Hardware" means the router which is required to access the Broadband Services; and
"SDSL Services" means the symmetric broadband services which offer equal downstream and upstream speeds of up to 2Mbps.

2. THE SERVICES

2.1 The Broadband Services will be provided to you at the Premises specified in the Client Application.
2.2 Quoted speeds for the Broadband Services refer to the maximum available download bandwidth. Upload bandwidth for ADSL Services (products) may vary up to a maximum of 1Mbps. For SDSL products, the maximum upload bandwidth will vary depending on the service ordered.
2.3 By using the Broadband Services you accept the terms of our Fair Usage Policy, as stated in the ISP's Acceptable Usage Policy

3. COMMENCEMENT OF SERVICES

3.1 Before we can accept your Client Application, we need to be certain that we can provide you with the Broadband Services. To do this, we need to successfully:
1. a) complete a line test and survey; and
2. b) activate the Broadband Services. If it is not possible to provide the Broadband Services because one of the above cannot be completed successfully, we will notify you as soon as possible. We will also refund any charges for the Broadband Services that you may have paid in advance, apart from any Abortive Visit Charges that have been incurred.

4. INSTALLATION

4.1 To enable us to provide the Broadband Services, certain equipment may need to be installed at your Premises. Before accepting your Client Application, we may give you some advice on any necessary preparation.
4.2 You will need to provide a suitable location for any Hardware which is purchased from us, or which you supply yourself. Please refer to the Broadband Service Requirements page on our Website for further details.

5. ACTIVATION

5.1 We will use our reasonable efforts to activate the Broadband Services by the date notified to you following acceptance of your Client Application, however all dates are estimates and we cannot guarantee that they will be met.
5.2 When the Broadband Services are being activated at your Premises, you may lose your telephone service for up to two hours. This is because your existing connection needs to be adjusted to allow you to access the Broadband Services.
5.3 In the event that you move to our 21CN Service, you acknowledge that when the new Services are being activated at your Premises, you may lose your telephone service whilst your Broadband Service is being transferred. This is because your existing connection needs to be adjusted to allow you to access the new Service.
5.4 We will use our reasonable endeavours to make any loss of telephone service as brief as possible, but you acknowledge that the timing of the activation and the period of the loss of service are the sole responsibility of a third party contractor and are, therefore, outside of our control.
5.5 We cannot accept any liability for any costs, expenses, losses, damages or other liabilities (howsoever arising) which you may incur as a result of the timing of the activation or the period of any loss of service referred to at clause 5.3 above.

6. TRANSFERABILITY

6.1 The Broadband Services are transferable between telecommunications lines where there is a change of property address and a new line is being installed.
6.2 Your Broadband Services User Name is not transferable on a telecommunications line that has not been enabled for broadband by Excalibur.

7. YOUR WEB SPACE

7.1 As part of the Broadband Services, you are provided with Web space to enable you to upload your own Web site(s).
7.2 Your use of such Web Space is governed by our General Terms and Conditions of Supply.

8. PRODUCT REGRADES

8.1 Speed of service regrades between our range of unlimited Broadband Services take between 1 and 5 working days to process from the order being received.
8.2 Speed of service downgrades between our capped Broadband Services will only occur at the next billing date.
8.3 Speed of service upgrades between our capped broadband services take between 1 and 5 working days to process from the order being received.

9. HARDWARE

9.1 All Hardware that you purchase from us is covered by a one year warranty.
9.2 Please let us know within 10 calendar days from the date on which the Hardware is originally delivered to you if there are any missing items. If you notify us within the 10 calendar day period we will send out replacement items free of charge. After the 10 day period has passed, you will be charged for replacement parts and delivery costs. Please be aware that each item has a recorded delivery time from our hardware supplier depot. This information will be used to remedy any disputes regarding the start and end of the initial 10 day period.
9.3 If Hardware is damaged during delivery, or if you encounter a problem with your router within the one year warranty period, please follow the returns process below:

- a) contact Excalibur Technical Support to report the fault 01793 438886;
- b) Technical Support will verify the fault and complete a Return Merchandise Authorisation (RMA) form on your behalf;
- c) you will then be required to return the hardware to our head office. We will then arrange for a replacement Hardware to be delivered to you. This does not in any way affect your statutory rights.

9.4 Should you wish to return Hardware due to an ADSL Service activation failure, please follow the returns process below:

- a) contact Excalibur Technical Support on 01793 438886 to confirm the ADSL Service activation failure;
- b) complete and return a Return Merchandise Authorisation (RMA) document;
- c) you will then be required to return the hardware to our head office;
- d) upon receipt of the Hardware we will issue a credit note.

9.5 Please note that returns due to ADSL activation failures will only be accepted within 14 calendar days from the date on which you receive notification of activation failure from us.

9.6 You acknowledge that some routers that are compatible with an ADSL Service may not be compatible with a move to an ADSL2+ service and that you may have to purchase an alternative router at your own cost in order to be able to access the ADSL2+ service.

9.7 In the event that you do not wish to purchase a new router to access the ADSL2+ service, we will transfer your ADSL Service from the ADSL2+ service back to your original contracted ADSL Service at no cost to you.

9.8 For the avoidance of doubt, we can only offer support and assistance in respect of Excalibur supplied Hardware. If you choose to purchase Hardware from a third party, you will be responsible for ensuring that you have access to appropriate support and assistance in respect of that Hardware.

10. TERMINATION

1. 10.1 Subject to clause 10.2, you may end the Agreement at any time before the Broadband Service is activated and available for you to use.
2. 10.2 The following cancellation charges shall apply for orders which have not yet been processed and sent to BT:
 - a) where cancellation is greater than 2 days before your order delivery date, a charge of £18.09 (plus VAT) will be payable; and
 - b) where cancellation is 2 or fewer days before your order delivery date, a cancellation charge of £85 (plus VAT).
3. 10.3 Once the Broadband Services have been activated and are available for you to use, you may only end this Agreement by notice equal to the Minimum Cancellation Notice Period of 14 days, to expire any time on or after the Minimum Service Period, which, as stated at point of sale are:
 - a) 30 days in the case of ADSL Services;
 - b) 12 months in the case of an ADSL Service transfer from an LLU provider; or
 - c) 12 months in the case of SDSL Services.
4. 10.4 If we or BT deem that your telecommunications line is not capable of supporting the Broadband Services we reserve the right to terminate your Broadband Service immediately without notice and issue a refund for any Broadband Services not provided. Examples include:
 - a) your line is too far away from the telephone exchange, or
 - b) the quality of your line is too poor.
5. 10.5 Notwithstanding the provisions of clause 10.4, we reserve the right to move you onto a different product at no additional cost to you, if, in our reasonable opinion, it would mean that your service would perform better, provided always that such alternative product shall be of equivalent price to your existing product.
6. 10.6 In the event that you cancel or change ownership of your BT or Excalibur telephone line, your Broadband Service will be terminated and any remaining Charges will become immediately due and payable.
7. 10.7 Where the Broadband Service is terminated within the Minimum Service Period, you will remain liable for the charges for the remainder of the term. This will be in addition to any cease charges for termination of the Broadband Service itself.

11. CHARGES

- 11.1 We reserve the right to raise an 'Abortive Visit Charge' of £100 + VAT if:
 - a) entry to your premises is refused; or
 - b) no access can be gained despite you having agreed that we or any other person may access your Premises.
- 11.2 We reserve the right to raise an SDSL 'Shifts of Business exchange lines order'. This comprises of an 'engineer visit' priced at £99.00 + VAT per visit and a 'line shift within the Premises' priced at £74.00 + VAT per line.
- 11.3 Excalibur has the right to review its standard charges at any time and will provide the client with 30 days' notice of any changes. The client has 30 days from receipt of this notice to cancel the agreement, providing 60 days' notice of termination.
- 11.4 In the event that a BT engineer is called to repair a fault to your Broadband Service, we will implement the following procedure:
 - a) when you call into our Support team to register a fault with your service we will conduct an investigation into the fault. During this process you may be asked to check and advise on details about your service. This will include directions to carry out simple tests and to report back the status following the tests. All of the requests will be explained and it is your responsibility to carry out the tests at your Premises and provide accurate feedback; and
 - b) based on your feedback, we will decide if an Engineer visit is required and our Support team will advise you of the chosen course of action and associated costs. You can then decide if you want the Engineer visit to go ahead.
- 11.5 In the event that a BT engineer is called to repair a fault to your Broadband Service, a charge of £150 exc VAT will be made in respect of:
 - a) repairing faults (where this work is not already covered under your Agreement with us);
 - b) providing or rearranging services where standard BT charges are not available;
 - c) internal and external shifts; and
 - d) where a fault is found not to be with any BT service or equipment. In particular this covers the situation where no fault is found, or the fault is found to be on non-BT equipment, or is due to damage caused by someone at your Premises, or due to theft, loss or removal of equipment, or in the case of equipment owned or rented by you or faults caused by external or environmental factors (eg lightning, electrical surges or floods).

12. DATA PROTECTION

- 12.1 In order to provide you with the Broadband Service, we need to share your personal details with our suppliers, including but not limited to, BT Openreach.
- 12.2 BT Openreach may write to or call you directly about any changes to your order fulfilment or repair of your Broadband Service or to confirm the time of their Engineers' arrival for appointments.
- 12.3 Both we and our suppliers will comply with the General Data Protection Regulation Act with regards to any data we hold about you. Protecting your personal information is incredibly important to Excalibur. Our privacy policy which sets out how we do this is available here: <https://www.excaliburcomms.co.uk/gdpr-policy/>. This policy explains the information that we hold, how we use it, and how long we keep it for.