



# SKY BROADBAND AND SKY TALK

Terms and Conditions  
From July 2021



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# HOW INFORMATION WE HOLD ABOUT YOU CAN BE USED

Please take time to read the Sky Privacy and Cookies Notice available at [www.sky.com/privacynotice](http://www.sky.com/privacynotice) which applies to the use of your personal and other information by Sky UK Limited and its group companies. You can request a paper copy of the notice by calling us.

## NEXT STEPS

Please take a few minutes to read carefully the terms and conditions set out below for the products and services you have ordered from Sky.

**By using your chosen Sky services you are agreeing to the terms and conditions set out below that relate to those services including any changes to them or the services in accordance with these terms and conditions.**

## IMPORTANT TERMS OF YOUR SKY BROADBAND CONTRACT

First, please take a few minutes to read the following important terms. Further terms and conditions are set out later in this Contract which you should also read carefully.

- **Your subscription for your chosen Sky Broadband Product has a minimum term which starts on the date your telephone line is first activated to receive Sky Broadband (the “Minimum Term”).** The length of the Minimum Term is as agreed when you ordered your Sky Broadband Product and will be confirmed by us in writing shortly after you have placed your order. You must keep the Sky Broadband Product you have chosen for the duration of the Minimum Term, unless you or we are allowed to end this contract earlier (Condition 10). If your Contract ends during the Minimum Term (other than where you have a right to end it without incurring early termination charges– see Condition 10(b)) we may charge you an early termination charge. Unless you tell us otherwise, we may charge this amount directly to any credit or debit card which you have provided us with details of and, by entering into this Contract, you are authorising us to do so. We will give you reasonable notice in writing before these charges are made. For further information about these charges, please refer to Condition 10 (titled ‘How long your Contract lasts’), or go to [sky.com/earlytermination](http://sky.com/earlytermination).
- Your use of Sky Broadband, and that of those you allow to use Sky Broadband, must comply with our Usage Policies. You are responsible under this Contract for the use of Sky Broadband by any person you allow to use it (Condition 2(c) and Usage Policies).
- Sky Broadband is variable and our prices and Products can change, even during your Minimum Term. However, if we reduce the level of service provided by your chosen Product and you are materially disadvantaged by this you will have a right to move to another Product accessible by you or end this Contract. You will also have the right to end this Contract if we change the terms and conditions and you are materially disadvantaged by this. Unless we increase it for any of the reasons set out in Condition 5(c), you can also end the Contract during your Minimum Term if we increase your Sky Broadband Payment. If you wish to end this Contract for these reasons, then you need to let us know within 30 days of notice of the change (Conditions 6, 10(c) and 10(d)).
- Sky broadband products are provided on different networks depending on where you live and technical factors such as your line and capacity at your local telephone exchange. Where possible we will provide your broadband service on our own network or a network provided in association with one of our partners (“Sky Networks”), rather than BT’s network. A Sky Network will typically allow us to provide you with a

superior service and experience. We constantly invest in our networks and over time another Sky Network or product available on your existing Sky Network may provide you with a superior service and experience. If this happens we may contact you to tell you that we will move you to another Sky Network or product (see Condition 1(f) for details).

- Some Sky Networks use Local Loop Unbundling (**LLU**) to give Sky end-to-end control of your broadband and phone service, instead of 'renting' the connection from another provider. LLU enables operators such as Sky to add our own equipment to BT's copper lines. Some LLU connections are 'shared access,' meaning that internet service providers and a fixed-line telephone provider share the line, but we're switching to 'fully unbundled,' which means we have exclusive use of the connection. This means that on a Sky Network, you can only get your services from Sky.
- If you take fibre-based Sky Broadband, your Sky Talk calls package and Sky line rental may be provided on a Sky Network.
- If you decide to cancel or switch your Sky Broadband service to another provider, your Sky Talk services will automatically be cancelled at the same time (unless we tell you otherwise at the time). If you want to re-order your Sky Talk services, you will need to move back to BT's network. We can arrange this for you but you may need to pay a charge for the re-activation of your line on BT's network. It can take about one week to re-activate your service and during that time you may lose your service for a short time.
- If you decide to cancel or switch your Sky Talk services to another provider, your Sky Broadband service will automatically be cancelled at the same time (unless we tell you otherwise at the time). You will not be able to re-order Sky Broadband on its own as it's only available if you also subscribe to Sky Talk.
- There are some optional features available on a Sky Network. If the provision of your Sky Talk service is moved back to the BT network, then you will lose access to these features. There may also be some optional Sky Talk features which, if you move to a Sky Network, may not be available.
- If you take fibre-based Sky Broadband and request an engineer installation or choose to have an engineer install your Wireless Router or Booster, we will confirm the charge (if any) for your appointment when you place your order. Sky will not install fibre optic broadband services where extensive construction over and above standard needs is required. Please refer to the installation terms and conditions set out at the end of this Contract.
- Sky recommends that you ensure all your devices that connect to the internet are protected by appropriate up to date antivirus software at all times.
- If you have taken a static IP address and your Sky Broadband is disconnected, suspended or terminated for any reason, your IP address will be reassigned to Sky or another Sky customer. Your old static IP address will not be available to you again if your service is reactivated or you subsequently return to Sky Broadband.
- If you take up a special offer, this Contract will be varied to take account of the offer terms and conditions.
- The Wireless Router and any Boosters are Loaned Equipment supplied to you at no cost and remain the property of Sky (or another Sky group company) at all times.
- You must not dispose of Loaned Equipment and we recommend you insure it against loss, theft or damage for the full replacement value.
- You must return or allow us to collect Loaned Equipment when reasonably requested to do so.
- If you fail to return the Loaned Equipment you will have to pay a Non-return Charge. For more information about these charges go to [sky.com/nonreturncharge](http://sky.com/nonreturncharge)
- Payment of the Non-return Charge does not transfer ownership of Loaned Equipment to you and you are still required to return the loaned equipment to us following our reasonable request
- If we have requested that you return Loaned Equipment to us and you have failed to do so we may take legal action to recover it from you

## Calling Sky

Calls to and from Sky Customer Services may be recorded or monitored for training and other purposes.

If you wish to discuss your Sky Broadband account or experience problems using Sky Broadband, you should contact Sky Customer Services on **03442 410 515**.

## Automatic Compensation scheme

Sky is a signatory to the Code of Practice for an Automatic Compensation Scheme ("Automatic Compensation Code"). For full details of the Automatic Compensation Code and when automatic compensation may apply see: <https://www.sky.com/help/articles/auto-compensation>

# SKY BROADBAND SUBSCRIPTION CONTRACT

These are the terms and conditions ("**Conditions**") on which Sky's broadband internet access ("**Sky Broadband**") will be provided to you. Further terms and conditions are set out in the Sky Broadband Usage Policies ("**Usage Policies**") and the agreement for the loan of Sky equipment. Together they make up your Sky Broadband subscription contract ("**Contract**").

Please note: Additional features, content, services and applications may be available for Sky Broadband subscribers on, or via a link from, [www.sky.com](http://www.sky.com) ("**Sky Broadband Extras**"). This includes, for example, our parental controls service currently known as 'Sky Broadband Buddy'. If a charge applies to access or use any part of Sky Broadband Extra you will be told in advance of the applicable charge and of any additional terms and conditions which apply.

This Contract is between you and Sky UK Limited ("**Sky**"), which will be responsible for providing you with broadband internet access, Sky Broadband Extras and where applicable, your Sky Wireless Router ("**Wireless Router**") and any WiFi boosters ("**Booster**"). Sky Subscribers Services Limited ("**SSSL**") provides customer services and Sky In-Home Service Limited ("**SHS**") delivers Wireless Routers and Boosters, in each case in relation to Sky Broadband, as an agent for Sky. If you take fibre-based Sky Broadband and request an installation Openreach may provide installation services on Sky's behalf. References below to "we" or "us" shall be read as references to Sky. You can contact us at Sky PO Box 43, Livingston, West Lothian EH54 7DD or call **03442 410 515**.

## 1. Sky Broadband and who can get it

- (a) We offer a number of broadband products ("**Products**"). Full details of the Products available from time to time are set out on [www.sky.com/broadband](http://www.sky.com/broadband)
- (b) Availability of Products will vary depending upon your location.
- (c) To take our Products you must be 18 years old or over and your home must be in an area of the UK where Sky Broadband is accessible.
- (d) Sky Broadband will be provided to you at the address of your home in the UK that you notify to us from time to time ("**Address**"). You can only have one Sky Broadband subscription at your Address.
- (e) In order to use our Products:
  - (i) Your computer must meet the required specification given from time to time via [www.sky.com/broadband](http://www.sky.com/broadband) and
  - (ii) Where applicable for the Product you order, the telephone line you use to access Sky Broadband must be a Sky or BT compatible fixed and operational line to your Address ("**your Line**").
- (f) We may upgrade you from the Product you chose to a different Product for any reason stated in

Condition 15(a) or 15(b). If we do this, you will be placed onto the nearest equivalent Product available at your Address that we reasonably consider offers a better broadband service and you will pay the same price as you would have paid for your chosen Product. That price may increase in accordance with Condition 5(b) but, unless otherwise agreed between us, you won't pay more than the standard rate for new customers for the Product you chose if that Product remains available at your Address and, in any event, during your Minimum Term. We will notify you in advance in writing of the move to a different Product. If you wish to choose another available Product or remain on your chosen Product if available at your Address, you can do so by contacting us within 30 days of notice from us of the change. If your current Product is withdrawn, Condition 6(d) applies instead.

- (g) We may supply recommendations, newsletters and/or magazines with information about your broadband services in paper or electronic format from time to time as part of Sky Broadband. If we do, you can elect not to receive it by contacting Sky. We can stop providing these at any time without notice or Boosters.
- (h) On receipt of your application for Sky Broadband, and provided you are eligible, we will make an application to Openreach to switch your chosen telephone services to Sky. This will not apply to you if we provide your services on a Sky Network. Either way, if Openreach or Sky is able to validate your application then we will notify you in writing of the estimated activation date for your Sky Broadband. If you have an existing compatible line, this normally takes 10 working days from the date when the order is accepted. If Openreach is unable to make the switch for any reason we will contact you. If you require a new line to be set up, and we agree to do this for you, your Sky Broadband will normally take approximately 2 weeks to be activated from the date you place your order.

## 2. Using Sky Broadband

- (a) Sky Broadband is for private use by you and members of your household only. It must not be used for any activities not reasonably expected of someone using Sky Broadband for domestic purposes.
- (b) You will be registered as the primary user but you can nominate additional users provided they are members of your household and they consent. Any additional user must also provide a user name and password which must be different to yours.
- (c) You are responsible for the security and proper use of your username and password and you must not disclose either. You are also responsible for the security and proper use of each additional user's username and password. You are also responsible for all activities that occur under these usernames and passwords. If you know or suspect that your username or password or any username or password of your additional users has been compromised, or you suspect or become aware of any other breach of security, you must tell us immediately. In these circumstances, you must also ensure that any such username or password is changed as soon as possible.
- (d) If we believe that there has been, or is likely to be, a breach of security of your username or password or of the username or password of any of your additional users, we may suspend such usernames and passwords and require that any or all of them are changed.
- (e) You and any additional user must not use any logos or trademarks of Sky, the Sky Group companies or Sky's processors in any way which could damage or undermine the owner's reputation.
- (f) We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of Sky Broadband, our Products or your Wireless Router or Boosters or other equipment provided by Sky or on its behalf (whether it is owned by you or loaned to you by Sky,) for use in conjunction with Sky Broadband by you or anyone you have allowed to use Sky Broadband.
- (g) If your Line is disconnected for any reason, you will lose your connection to Sky Broadband and your line provider (if this isn't Sky) may not automatically reinstate Sky Broadband after

reinstating your Line. There may be a delay in being reconnected to Sky Broadband. If a re-connection fee is payable, we will tell you the amount of this fee before charging you. You will be charged for Sky Broadband throughout this period, unless the disconnection or delay in reconnection has been caused by us or our agents.

- (h) To protect our networks and maintain quality of service for all our users we can temporarily or permanently control or restrict your online activities via Sky Broadband where such activities may have a detrimental effect on other customers' quality of service and it is reasonable for us to do so (e.g. sending "spam" Messages or if there are security or integrity incidents, threats or vulnerabilities).
- (i) We may modify or temporarily suspend Sky Broadband, or part of it, to the extent necessary for us to carry out maintenance, technical repair, enhancement or emergency work. We will try to minimise the impact of this on your use of Sky Broadband and we will restore Sky Broadband to you as soon as we can. Where possible, we will notify you if this occurs between the hours of 6am and Midnight and is due to last for more than 1 hour.
- (j) If you wish to use a modem or any other equipment that we have not supplied to you in order to access Sky Broadband it is your responsibility to ensure it is compatible with Sky Networks and we cannot guarantee that Sky Broadband will work with these.
- (k) From time to time faults in the Sky Broadband service and our Products may occur. We try to resolve faults as soon as possible and ideally within five working days of receiving notice of the fault from you.
- (l) The advertised download speeds for our Broadband products are as follows:
  - (i) Sky Broadband Essential – average 11Mbps
  - (ii) Sky Broadband Essential Plus – average 11Mbps
  - (iii) Sky Broadband Superfast – average 59Mbps
  - (iv) Sky Fibre Unlimited Pro – average 63Mbps
  - (v) Sky Broadband Ultrafast 1 – average 145Mbps
  - (vi) Sky Broadband Ultrafast 2 – average 285Mbps
  - (vii) Sky Broadband Ultrafast Plus – average 500Mbps
  - (viii) Sky Ultra Fibre Optic – 50Mbps
  - (ix) Sky Ultra Fibre Optic Plus – 100Mbps
  - (x) Sky Ultra Fibre Optic Pro – 940Mbps

Details of your normally available download speed and minimum download speed will have been provided to you at point of sale.

These speeds, as well as your normally available upload speed, minimum upload speed and maximum download/upload speed, will also be confirmed in the welcome letter we send you (please keep a copy of that letter for your records).

Each of our Products have advertised average upload speeds as follows: Sky Broadband Essential: 0.8Mbps; Sky Broadband Essential Plus 0.8Mbps; Sky Broadband Superfast: 16Mbps; Sky Fibre Unlimited Pro: 18Mbps; Sky Broadband Ultrafast 1: 27Mbps; Sky Broadband Ultrafast 2: 45Mbps; Sky Broadband Ultrafast Plus 60Mbps; Sky Ultra Fibre Optic: 15Mbps; Sky Ultra Fibre Optic Plus: 30Mbps; and Sky Ultra Fibre Optic Pro 100Mbps.

Other than for Sky Ultra Fibre Optic products, your actual speeds are likely to be lower because they are influenced by factors including: the quality of your internal phone line wiring, if you're using a wireless connection, faulty equipment, network capacity and the number of customers on the network or any particular website at any one time. If it's continuously or regularly significantly lower than the estimate you should contact Sky (further details about this process and remedies can be found in clause 7(e) below). We will test your line during the first ten days to establish an optimal speed and you are therefore required to leave your Sky Hub on during this time. Further information about broadband speeds is available on sky.com and is included in the welcome pack we send you.

Delays and jitters in the transmission of data or packet loss can result in your broadband running slowly, web pages not loading or you having problems with services like VOIP and VPNs. If



there is packet loss or delay in broadband data transfer certain applications may suffer from momentary interruptions of video or audio or alternatively the time to complete a task (such as downloading a track) becomes longer.

- (m) We aim to provide a continuous, high-quality service using reasonable care and skill. However, from time to time, due to the nature of the service, faults with Sky Broadband may occur. Please refer to clauses 6(e) and 8(e) for details of the actions you can take and remedies you are entitled to if we are unable to fix the fault in a reasonable time. If you experience problems using Sky Broadband, you should contact Sky Customer Services on 03442 410 499.

### 3. The Wireless Router and Boosters

- (a) As part of the Sky Broadband service Sky will supply; one Wireless Router to you under this Contract and may also supply Boosters where they are needed to improve the wireless signal in your home.
- (b) SHS will send your Wireless Router and Boosters on Sky's behalf to your Address and you must comply fully with all reasonable installation instructions and advice that SHS or we provide to you.
- (c) Your Wireless Router, Booster and any other equipment provided by Sky (or on its behalf) for use in conjunction with Sky Broadband are not supplied as being capable of being used to access any other internet service.

### 4. Changing your Address and telephone number

- (a) You must tell us immediately of any changes to your Address or the telephone numbers you have provided to us. We recommend that you provide us with at least 2 weeks' notice of your change of Address.
- (b) If you change Address:
  - (i) This Contract will continue unless you exercise a right to end it under this Contract.
  - (ii) If any Product which you are subscribing to is not available at your new Address you may either end this Contract or select another Product that is available there in which case this Contract will continue.
- (c) We may charge you a reasonable administration fee for transferring your service to your new Address. We will tell you whether a charge applies and the amount before processing your move but you can also see whether we currently charge for transferring services at [www.sky.com/help/articles/moving-home-faqs](http://www.sky.com/help/articles/moving-home-faqs)

### 5. Paying for Sky Broadband

- (a) Unless otherwise agreed, you will be charged the monthly subscription(s) you have agreed to pay for the Product(s) you have chosen ("**Sky Broadband Payment**") from the date your Line is first activated to receive Sky Broadband ("**Activation Date**"). You must have a continuous payment method set up with us at all times (Direct Debit or continuous credit/debit card mandate), which we will use to take your payment on or around the date stated on your bill. We will collect the Sky Broadband Payments (and any other amount which we have told you is due in relation to your Products) in advance each month with your other Sky subscription payments via the same payment instruction. Details of our current standard subscription prices and what's included in your Products are available on sky.com. You acknowledge that any payments you make to Sky will be applied to the full set of Sky services you receive. We may alter your Direct Debit or Credit Card instruction if your Sky Broadband Payment changes for any reason. We may also charge any other payment due under this Contract under your Direct Debit or Credit Card instruction together with any other payments which you agree we may charge under that instruction.
- (b) Subject to Condition 10(c), we may increase your Sky Broadband Payment at any time for any reason stated in Condition 15(a) or 15(b) by giving you at least one calendar month's notice in writing.
- (c) We may also increase your Sky Broadband Payment if required by law or if any regulatory authority requests or requires a change to any aspect of our pricing, including to reflect a change in the rate of VAT or other applicable taxation charge or levy, which affects your Sky Broadband Payment directly or our pricing structure generally. We will use our reasonable endeavours to notify you before any price increase takes effect under this Condition 5(c). Your Sky Broadband Payment will also change if you are permitted to change Products.

- (d) If you have provided unauthorised payment or other details, we can suspend provision of the Products without giving you notice. This does not affect our right to end this Contract under Condition 10(h).
- (e) If you miss any payments you owe to us including for any Sky service we may charge you a reasonable fee to help pay for the extra costs we incur when processing late payments, or interest at the yearly equivalent of 4% over Barclays Bank plc's base rate for the whole period of any late payment, to compensate us for you breaking these Conditions. Any interest is worked out daily. Details of these fees can be found on [sky.com/latepaymentfee](https://www.sky.com/latepaymentfee). These fees will not be applied to any amount you have not paid because it is the subject of an ongoing dispute between us. You will also be responsible for paying all reasonable debt recovery fees/charges incurred in recovering your debt, including fees charged by any debt collection company we use. We will send you a reminder or call you before applying any late payment fees or instructing a debt collection company.  
  
We may also charge you a reasonable fee that reflects the costs we incur if any payment instruction from you is returned to us because you do not have enough funds in your account, is cancelled or is not cleared by your bank.
- (f) For a one-off charge ("**Smart Connectivity Fee**") we will enable for 12 months enhanced broadband connectivity when you use a Sky Q Wireless Router with a Sky Q box ("**Smart Connectivity**").
- (g) If your Smart Connectivity ends within 12 months of it being enabled because either this Contract or 'Your contract for UK residential TV services' ends in each case in circumstances where an early termination charge does not apply under that contract we will refund you a pro-rated amount of the Smart Connectivity Fee for any unused period.
- (h) After 12 months the Smart Connectivity will continue to be enabled and no further charge will apply automatically. If we introduce a further charge we will tell you what it is by giving you at least one calendar month's notice in writing.

## 6. How we can change Sky Broadband

- (a) Sky Broadband and our Products are variable. We can change, replace or withdraw Products at any time for any reason stated in Condition 15(a) or 15(b).
- (b) We will give you at least one month's notice in writing if we make any change to your chosen Product which is likely to materially disadvantage you, or which results in an increase to your Sky Broadband Payment or if we withdraw your chosen Product. This notice requirement does not apply where we reduce your Sky Broadband Payment (in which case we will let you know about the change through another suitable method). We will let you know about any other changes to your chosen Product in writing or by putting a notice on [sky.com](https://www.sky.com) or through another suitable method.
- (c) If we reduce the level of service provided by your chosen Sky Broadband Product and you are materially disadvantaged by this you may give us notice that you wish to move to another Product accessible by you within 30 days of receiving our notification, or end this Contract under Condition 10(c). This condition does not apply where you lose Smart Connectivity because you no longer have a Sky Q box or the Sky Q box you were using is disabled.
- (d) If we withdraw your chosen Sky Broadband Product from your Address, we will move you onto the nearest equivalent Product accessible by you (offering the same or better features) unless you notify us that you wish to move to another available Product within 30 days of receiving notification from us. If this happens during your Minimum Term, your Sky Broadband Payment will not increase before the end of your Minimum Term (other than where we increase our standard Product prices under Conditions 5(b) or 5(c)).
- (e) If after your Sky Broadband is activated, you either continue to receive a line speed which is below the minimum download speed we gave you when you placed your order (which will be confirmed in the welcome letter we send you) or you experience a continuous or regularly recurring unplanned loss of service that means you are unable to access the public internet you should report the fault to us.

You must give us a reasonable opportunity to fix any fault (and in the case of a line speed below the minimum download speed, a period of 30 days from the date you first reported the issue) which may include you taking the reasonable steps we recommend including making changes to your in-home set-up, allowing an engineer into your home to help diagnose the issue, or setting-up a new Wireless Router or Booster that we send you.

If we are unable to resolve any technical issues you may be having on your line or are delayed in doing so and the fault persists:

- (i) in the case of a line speed below the minimum download speed (and that lower line speed has occurred for 3 consecutive days) you may select an alternative lower speed Product (if one is available to you) or end this contract under Condition 10(c) without incurring early termination charges or
- (ii) in the case of a continuous or regularly recurring unplanned loss of service, you may end this Contract under Condition 10(c) and you may also be entitled to a service credit which you will need to contact Sky to discuss as this will be assessed on a case-by-case basis taking into account your individual circumstances.
- (iii) in the case of a total loss of service you may be entitled to automatic compensation. For further details see: <https://www.sky.com/help/articles/auto-compensation>

If you select an alternative lower speed Product, we may charge you the difference between what you paid to activate your current Product and the amount you would have paid to activate the lower speed Product if you had signed up to it in the first place.

## 7. Software

- (a) The use of any software provided by us (e.g. for Microsoft Internet Explorer) will be subject to the terms of any relevant end user licences or other agreements which are reasonably required by the owners of such software and that we have brought to your attention.
- (b) You acknowledge that it is your responsibility to obtain any upgrades to any software needed to maintain the full Sky Broadband service when prompted to do so.

## 8. What we are not liable for

- (a) We will not be liable under this Contract to you, or any other person who you allow to use our Products, for:
  - (i) any fault in your Wireless Router, Booster, cabling or network equipment caused by tampering or negligence (unless caused by us) or by the failure to follow our reasonable instructions, these Conditions or the Usage Policies;
  - (ii) any use made of Sky Broadband, nor for any content which is accessed, sent or received using the service, nor for any charges incurred with any third party or for any transactions entered into through Sky Broadband or Sky Broadband Extras, unless caused by us;
  - (iii) use of your Wireless Router or network equipment to access any other internet service;
  - (iv) the act of suspending Sky Broadband or ending this Contract in accordance with Condition 10;
  - (v) any delay or failure by us to provide any element of Sky Broadband where such delay or failure is caused by events outside our reasonable control. Matters outside our reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war and government action. This does not affect any rights to compensation you may have under the Automatic Compensation Code;
  - (vi) any loss or damage caused by your use of Sky Broadband, your Wireless Router, Booster, your network equipment, us, or any of our respective officers, employees, sub-contractors or agents in circumstances where:
    - (a) there is no breach of a contractual obligation or legal duty of care by us or any of our respective officers, employees, sub-contractors or agents; or
    - (b) such loss or damage was not contemplated by both you and us at the time we entered into this Contract.
  - (vii) any loss or damage caused by Sky Broadband, your Wireless Router, Booster, your network equipment, us, or any of our respective officers, employees, sub-contractors or agents to the extent that such loss or damage results from any breach by you of these Conditions and, in particular not limited to the Acceptable Use Policy, unless we or our respective officers, employees, sub-contractors or agents were also in breach of a legal obligation or duty of care owed by us or them and that breach was the most significant cause of the loss or damage;

- (viii) any loss or damage caused by viruses or unauthorised use of, or attempts to access, Sky Broadband or your computer;
  - (ix) any loss of business, contracts, profits, anticipated savings, reputation, or revenue;
  - (x) any failure of monitored safety, security or other alarm systems due to incompatibility with Sky Broadband, or due to the restriction or ending of Sky Broadband, or any other reason which is not due to our fault or neglect;
  - (xi) your use of any modem, wireless router or any other equipment that we have not supplied to you in order to access Sky Broadband.
- (b) Neither will we be liable under this Contract to you, or any other person who you allow to use Sky Broadband, for:
- (i) any loss or corruption of data; and
  - (ii) any special, consequential or indirect losses (losses that would not normally result from the thing that went wrong).
- (c) No company nor its officers, employees or agents who act as Sky's agent in providing any part of our Products shall be liable to you or any other person who you allow to use our Products.
- (d) Nothing in this Contract will limit or exclude any liability we may have to you for death or personal injury as a result of our negligence or that of our agents, employees or sub-contractors; fraud or fraudulent misrepresentation; or any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability (for example we cannot exclude our liability to you if we do not supply Sky Broadband with reasonable care and skill).
- (e) If you have experienced a problem with Sky Broadband caused by Sky's failure to exercise reasonable care and skill in providing Sky Broadband then legal remedies are available including the right to require a price reduction by an appropriate amount (up to the full amount paid).  
 You also have legal remedies (such as the right to unwind this Contract and receive a full or partial refund in the first 90 days or to a discount, plus a right to damages) if, when you purchased our Products, you were given misleading information about it and this information was a significant factor in your decision to enter into this Contract and an average consumer would have relied on that information as well.  
 If you want to exercise a legal remedy you may need to provide information to prove your claim, so please get in touch with us in the first instance so we can discuss it with you.  
 The legal remedies referred to in this Condition are the main legal rights we think you need to know about when you take our Products, but other legal remedies may also be available. For more information about when legal remedies are available to you visit [adviceguide.org.uk](https://adviceguide.org.uk)
- (f) You may be entitled to automatic compensation if:
- (i) We do not activate your Sky Broadband on the day we said we would,
  - (ii) You notify us of a total loss of your Sky Broadband service or;
  - (iii) You booked an engineer to either provision your service or fix a fault and they do not attend at the time or date originally confirmed to you.

For full details see the Automatic Compensation Code:  
<https://www.sky.com/help/articles/auto-compensation>

## 9. How we can change the Conditions

- (a) We may change any Conditions for a reason stated in Condition 15(a) or 15(b). However, if you are materially disadvantaged by this you may end this Contract under Condition 10(c)(i).
- (b) You will receive at least one calendar month's notice in writing of any changes or additions to these Conditions.

## 10. How long your Contract lasts

- (a) Your subscription for your chosen Product(s) has a minimum term which starts on the Activation Date or any other date agreed between us (the “**Minimum Term**”). The length of the Minimum Term is as agreed when you ordered your Product(s) and is normally 12 or 18 months. You will be in breach of this Contract if you end it during the Minimum Term or you cancel a Product during the Minimum Term (even if you give valid notice to switch to another broadband provider under Ofcom’s regulated switching process reflected in Condition 10(f)) unless you, we or SHS have a right to do so under Condition 10(b). After the Minimum Term, this Contract will continue until either you or we end it in a way set out in this Condition 10. During your Minimum Term, unless we agree otherwise, you cannot downgrade your chosen Product unless Conditions 1(f), 4(b)(ii) or 6(c), (d), or (e) apply.
- (b) You will have to pay us an early termination charge if we end this Contract during your Minimum Term under Condition 10(h), you end this Contract before the end of the Minimum Term or you cancel a Product during its Minimum Term unless:
- You have a right to end it under Condition 10(c) of this Contract; or
  - You are exercising your statutory right to cancel in your cooling off period (as set out in the notice below).

**The early termination charge will not be more than the charges you would have paid for your chosen Product for the remainder of the Minimum Term less any costs we save, including the cost of no longer providing you with that Product and less the benefit to us in receiving payment early. Unless you tell us otherwise, we may charge your early termination charge directly to any of the Credit or Debit Cards which you have provided us with details of (e.g. when you paid for your installation). We will give you reasonable notice before making any charge. For further information about these charges, go to [sky.com/earlytermination](https://www.sky.com/earlytermination)**

- (c) You can end this Contract without incurring early termination charges during your Minimum Term if:
- Conditions 6(c), 6(e), 9(b), 10(b) or 10(e) apply;
  - we increase your Sky Broadband Payment, unless such increase arises under Condition 5(c);
  - Condition 4(b)(ii) applies (you are moving home and the Product you are subscribing to is not available at your new Address);
  - we tell you that we are going to change our Usage Policies or the conditions of ‘The agreement for the loan of Sky equipment within this Contract and you reasonably consider this is likely to materially disadvantage you;
  - we tell you that we are going to introduce a charge for Smart Connectivity under Condition 5(h); or
  - you have ended your Sky Talk contract (during or after its minimum term) for one of the reasons set out in condition 8.2 of that contract; or
  - we withdraw a Sky Broadband Extra under condition 6(a) and this is likely to materially disadvantage you.
- (d) To end this Contract under Condition 10(c), you must give us notice at any time within 30 days of receipt of any notice from us.
- (e) You may also end this Contract by giving us seven days’ notice at any time (including during your Minimum Term without incurring early termination charges) if we or SHS break any of the Conditions.
- (f) If you want to end this Contract by switching to another broadband provider (whether during your Minimum Term or after it) the amount of notice you need to give us will depend on which network your services are currently being provided on and on what you want to do with your broadband service.
- If you are switching to another broadband provider which can provide broadband services on your existing Line, your Sky Broadband service will end once we are notified by your new provider that your broadband service is switching and this Contract will end at the same time. If we do not receive any notification then you will continue to receive Sky Broadband unless you tell us otherwise.

- b. If you are switching to a provider who cannot provide services on your existing Line then you must give us at least 31 days' notice.
- (g) If you want to end this Contract at the end of or after your Minimum Term for any other reason and you are not switching to another broadband provider then you must give us at least 31 days' notice.
- (h) We can immediately suspend the provision of Sky Broadband, Sky Broadband Extras and/or end this Contract without notice if:
  - (i) you have missed any payments that you owe us or break any of the Conditions, although for non-serious breaches we will first give you an opportunity to put things right which you will need to do within the 7 days notice. For serious breaches (for example if you break Condition 2(a) or our Acceptable Use Policy) we may exercise this right immediately;
  - (ii) you, anyone you authorise to deal with us on your behalf, or any of your additional users act in a way towards our staff or agents which we reasonably consider to be inappropriate and sufficiently serious to justify restricting or ending Sky Broadband and/or this Contract; or
  - (iii) we have reasonable grounds to suspect fraud or any other unauthorised activity in relation to any Sky service you receive.

We will not refund any Sky Broadband Payments or other payments made under this Contract if we end this Contract under this Condition 10(h).

- (i) We may end your Sky Broadband service and this Contract if, despite using reasonable efforts to do so, we have been unable to activate the service or you have a total loss of service which we have been unable to resolve and we have notified you that any automatic compensation paid under our Automatic Compensation Code will end. This Contract will end on the day your automatic compensation payments end.
- (j) Except where Conditions 10(h) or 10(i) applies, we will not end this Contract during the Minimum Term. We may end this Contract at the end of or after your Minimum Term by giving you 30 days notice in writing at any time.
- (k) While you are on a Sky Network or if you take fibre-based Sky Broadband, you are only able to receive broadband and telephony services from Sky. This means that if your Sky Broadband service ends, your Sky Talk service will end at the same time and vice versa (unless we tell you otherwise at the time). If this happens and you want to transfer your telephone service to another provider, you will need to contact your new provider to arrange the transfer. You will not be able to re-order Sky Broadband on its own as it's only available if you also subscribe to Sky Talk.
- (l) If you have taken a static IP address and your Sky Broadband is disconnected, suspended or terminated for any reason, we may reassign your IP address to Sky or another Sky customer. Your old static IP address will not be available to you again if your service is reactivated or you subsequently return to Sky Broadband.

## 11. How this Contract can be transferred and third parties

- (a) We can transfer our rights or obligations under this Contract to any company, firm or person provided this does not affect your rights under this Contract in a negative way.
- (b) This Contract is personal to you. You may not transfer your rights or obligations under this Contract to anyone else, and no third party is entitled to benefit under this Contract except pursuant to Condition 11(a).

## 12. Notices

- (a) Where we are required under this Contract to give you any notice in writing, we can give you this notice by:
  - (i) letter, email or SMS; or
  - (ii) where appropriate, via a message in the area within our online customer account on sky.com (for example, My Sky) where we will post account information (the "Message Centre") or elsewhere in My Sky, or on your monthly bill. The Message Centre may also be available via a Sky Q box (when connected to broadband). We will alert you by email, SMS or another appropriate method if a notice has been added to the Message Centre or elsewhere in our online customer account on sky.com.

We will send notices using any of the contact details you have given us for this purpose (including, unless you tell us otherwise, to your primary email address). A written notice may refer you to other widely available (written or non-written) means for specific details or further information (e.g. a free phone number). In all other cases where we are required to give you notice, we may give you notice in writing or we'll notify you using another appropriate method including during a phone call, on sky.com or, if you are a Sky TV customer, on the Sky information channel the Sky TV box tunes to when it is turned on.

- (b) If we send you any notice in writing with any other document, the notice will be clearly marked and, if sent by post, on a separate sheet of paper.
- (c) You must provide us with accurate, true and correct contact and account details. You must keep this information up-to-date and check your email account regularly. We will treat notices sent to your email address as effective even if you don't access your email account or you become disconnected from it.
- (d) Unless otherwise stated, if you give us any notice that is required under this Contract (other than to end your Contract) it should be by calling **03442 41 41 41** or such other number we notify to you for this purpose. You can also email us at **mysky@sky.uk**.
- (e) Any notice you give us to end this Contract where you have a right to do so (other than where you are exercising your right to cancel during your cooling-off period for which see 'Your Rights to Cancel Your Order' section below) must be given by phone (**03442 41 44 14**) or by using one of our online messaging options on sky.com. Notice given by these means will be processed immediately. You can also write to us (**Sky Subscribers Services Limited, PO Box 43, Livingston, West Lothian, EH54 7DD**) or e-mail us via **mysky@sky.uk**. Notice given by these means will not be effective until we have spoken to you and verified your account (once verified, the notice will be effective from the date of the original notice). We will acknowledge written requests by return letter or email and will contact you by phone to verify you as the account holder and process your cancellation. More information on how to cancel can be found by searching 'How to cancel' in the Help section on sky.com
- (f) Where you are required to give us a specific period of notice we may agree to a longer period of notice from you but we can refuse this where reasonable to do so (for example where a longer period would be complicated to administer).

### 13. Disputes

We are committed to providing you with the best possible products and services, but in the unfortunate circumstance that you have a complaint (including about any continuous or regularly recurring difference between the actual performance of your Sky Broadband Product in relation to speed or any other quality of service parameter and the information we have previously given to you) please get in touch with us straight away in any of the following ways:

- Online, you can chat to one of our online advisors or by visiting 'Contact us' in the MySky section of sky.com.
- By phone - call us on **03442 41 41 41**.
- By post, write to:  
Customer Complaints  
Sky Subscribers Services Limited  
PO Box 43  
Livingston  
West Lothian  
EH54 7DD  
UK

If you'd like to find out more about how we deal with your complaints and options for alternative dispute resolution, read our 'Complaints Code of Practice' which you will find by visiting 'Complaints' in the MySky section of sky.com. Alternative dispute resolution services for Sky Broadband customers are provided by Communications & Internet Services Adjudication Scheme (CISAS) whose website is <https://www.cedr.com/cisas>.

## 14. Law and geographical limits

This Contract is governed by English Law unless you live in Scotland or Northern Ireland, in which case it will be governed by Scots Law or Northern Ireland law (as applicable). Any disputes under this Contract shall be dealt with by the courts of the country whose law governs your Contract, unless you live in Northern Ireland or Scotland in which case you can choose to bring a dispute before the courts in your country or the English courts instead.

## 15. Reasons for changes

- (a) We may make changes in accordance with the other Conditions of this Contract for any of the following reasons:
- (i) Our Products are sold as a variable service with variable prices (this means our Products may be changed, altered, improved or added to at Sky's discretion). For example, we can vary the maximum speeds or capacity of your chosen Product. This ensures that we respond to customer needs and remain competitive;
  - (ii) We intend to change the way we structure our products and services;
  - (iii) We are introducing new products, services or features;
  - (iv) The cost to Sky of providing our Products increases (for example, we have to pay third parties more for use of their infrastructure, or launching other new and improved customer products and services);
  - (v) Other costs associated with running Sky's business increase (for example, we invest in improving customer support)
  - (vi) To introduce new charges where the cost of running our business increases;
  - (vii) We change the way we provide products and services to you (for example, we develop new infrastructure or technology or we invest in the Sky Network to provide you with a better broadband experience);
  - (viii) To help improve the security and operation of our technical infrastructure (for example, to prevent misuse of the Sky Network);
  - (ix) We reorganise the way we structure or run our business;
  - (x) Valid legal or regulatory reasons; or
  - (xi) We change the Conditions to make them clearer or easier to understand, to reflect changes in law or to update our contracts from time to time so all our customers are on the same Conditions.
- (b) We provide our Products on an ongoing basis and we cannot foresee what may change in the future. This means that we may need to make changes in accordance with the other Conditions of this Contract for reasons other than those set out in Condition 15(a) above.

## THE AGREEMENT FOR THE LOAN OF SKY EQUIPMENT

This agreement is with Sky UK Limited. Defined terms within this agreement shall have the same meaning as set out in the other sections of your Sky Broadband Contract.

1. The Sky Wireless Router, Boosters and any other equipment we designate as Sky-owned will remain the property of Sky or another company in the Sky group of companies at all times (unless agreed otherwise) and are loaned to you at no cost. Each item of equipment loaned to you from time to time is ("**Loaned Equipment**"). Loaned Equipment must not be taken outside the UK unless we tell you otherwise. We will advise you in writing when you join Sky Broadband or if you receive new equipment, if your equipment is being loaned to you.
2. You are responsible for keeping Loaned Equipment in good condition and using it properly. Whilst Sky or another company in the Sky group of companies remains the owner, you agree to:
  - (a) Not misuse, neglect or damage the Loaned Equipment;
  - (b) Not tamper with or disassemble the Loaned Equipment or remove or obscure any labels or markings on the Loaned Equipment;



- (c) Follow our reasonable instructions regarding the location and placement of Loaned Equipment;
  - (d) Allow us or SHS or SSSL to make alternations to or replace the Loaned Equipment if reasonably required. SHS may need reasonable access to your home to do this or we may need you to follow our reasonable instructions;
  - (e) Keep the Loaned Equipment in your home and under your control (for example, you may not sell or lend it to anyone or use it as security for a loan);
  - (f) Not dispose of the Loaned Equipment unless expressly authorised to do so by Sky;
  - (g) Take proper care at all times to prevent the loss or theft of the Loaned Equipment (we recommend you insure Loaned Equipment against loss, theft or damage for the full replacement value); and
  - (h) Allow us SHS or SSSL to update the software in the Loaned Equipment by sending signals to it. You must not tamper with the software in the Loaned Equipment or allow anyone else to do so.
3. We or another company in the Sky group of companies will repair or replace the Loaned Equipment at no cost to you if it becomes faulty unless:
- (a) You are responsible for the fault in which case charges for engineer servicing may apply; or
  - (b) We have requested that you return the Loaned Equipment to us and you have not done so in time.

You will be responsible for faults to Loaned Equipment caused by:

- (a) Misuse or neglect of, or accidental or deliberate damage to the Loaned Equipment;
  - (b) Your failure to follow our reasonable instructions regarding the Loaned Equipment;
  - (c) Equipment which you own which has not been supplied by us;
  - (d) Tampering or disassembling the Loaned Equipment without our consent; and/or
  - (e) You doing anything else which is likely to cause damage to the Loaned Equipment, unless this is done at our request or on our instruction.
4. You or Sky can give notice at any time requiring Loaned Equipment to be returned to Sky or another company in the Sky group of companies. We will only give notice where it is reasonable to do so and only where either (a) the Loaned Equipment is no longer enabled to receive a paid subscription service from Sky (for example we'll notify you that Wireless Router and where relevant any Boosters needs to be returned if 'Your Sky Broadband subscription contract' ends); or (b) we are replacing the Loaned Equipment with other Loaned Equipment that offers similar or better functionality. Returns information including details of the Loaned Equipment to be returned (or collected by us at our discretion) and packaging and a pre-paid returns label (where applicable) will be included with our notice or will be sent to you after receipt by us of your notice (or after we have verified your account under condition 14 of this agreement, if required). You must return Loaned Equipment or allow us to collect it even if it is being used by you to receive third party retailed content. We will not notify third parties on your behalf and you are responsible for managing any subscriptions with third parties. The return of Loaned Equipment does not affect either party's rights or obligations under any other contracts between the parties.
5. If you fail to return the Loaned Equipment within the time specified by Sky (which shall be at least 30 days after we send you the returns information in condition 4 of this agreement) you will have breached these terms. In this case we will charge you a sum equivalent to the value of the Loaned Equipment at the date it should have been returned assuming the Loaned Equipment was kept in good condition and used properly as required under condition 2 of this agreement, above (the "Non-return Charge"). We may add the Non-return Charge to your Sky bill or, unless you tell us otherwise, charge it directly to any of the credit or debit cards which you have provided us with details of. We will give you reasonable notice before making the charge. For more information about these charges go to [sky.com/nonreturncharge](http://sky.com/nonreturncharge).
6. Payment of the Non-return Charge does not transfer ownership of Loaned Equipment to you and you must still return the Loaned Equipment to us. If you return the Loaned Equipment within three years of being required to do so we will credit you the Non-return Charge paid less a reasonable deduction if the equipment was not kept in good condition and used properly and in accordance with condition 2 of this agreement, above.

7. If Loaned Equipment is lost or stolen you must tell us immediately and you will need to pay the Non-return Charge. Once you have paid the Non-return Charge we will replace the lost or stolen equipment.
8. We may disable Loaned Equipment to stop it from working:
  - (a) when the Sky services it is used to receive, end in accordance with the terms of the relevant contract;
  - (b) any time from 7 days after we exercise any right we have to restrict the Sky services it is used to receive, in which case it will remain disabled until the restriction is removed; or
  - (c) if we have requested that you return Loaned Equipment to us and you have failed to do so in breach these conditions, in which case we may also take legal action to recover Loaned Equipment from you.

You must still pay us the Non-return Charge (if due) after Loaned Equipment has been disabled.

9. We may change or add to the conditions of this agreement for any of the following reasons:
  - (a) Our products and services are variable in nature (this means they may be changed, altered, improved or added to at Sky's discretion as this ensures we respond to customer needs and remain competitive);
  - (b) We intend to change the way we structure our products and services;
  - (c) We change the way we provide products and services to you (for example, we develop new technology to provide you with a better Wi-Fi capability);
  - (d) To help improve the security and operation of our technical infrastructure;
  - (e) We reorganise the way we structure or run our business;
  - (f) Valid legal or regulatory reasons; or
  - (g) To make our conditions clearer or easier to understand, to reflect changes in law or to update our contracts from time to time so all our customers are on the same conditions.
10. We supply Loaned Equipment on an ongoing basis, and we cannot foresee what may change in the future. This means we may make changes or additions to any of the conditions in this agreement for reasons other than those set out in condition 9 of this agreement, above.
11. We will notify you in writing at least 31 days before any changes or additions to the conditions of this agreement come into effect unless we are required to make changes or additions immediately for valid legal or regulatory reasons in which case, we will try to give you as much reasonably notice as possible. If you object to any change, we are going to make you should exercise your rights under condition 4 of this agreement, above.
12. This agreement will terminate automatically when all Loaned Equipment you received from Sky has been returned to Sky or another company in the Sky group of companies and any credits due to you from Sky under condition 6 above have been paid or, if earlier, six years from the date we are entitled to disable Loaned Equipment under condition 8 of this agreement, above.
13. None of Sky, SSSL or SHS will be liable under this agreement for:
  - (a) The act of requesting the return of Loaned Equipment, disabling Loaned Equipment or taking legal action to recover Loaned Equipment from you (unless we do so in breach of this agreement);
  - (b) Any delay or failure by us to supply, repair or replace Loaned Equipment caused by events outside Sky's, SSSL's or SHS's reasonable control. Matters outside our or their reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war, and government action;
  - (c) Any loss or damage caused by them or any of their respective officers, employees or agents in circumstances where:
    - (i) There is no breach of a legal obligation or legal duty of care owed to you by them (as the case may be) or by any of their respective employees or agents; or
    - (ii) Such loss or damage was not contemplated by both you and us at the time we entered into this agreement.

- (d) Any loss or damage caused by them or any of their respective employees or agents to the extent that such loss or damage results from any breach by you of these conditions, unless they or their employees or agents were in breach of a legal obligation or duty of care owed by them and that breach is the most significant cause of the loss or damage.

This condition 13 shall not affect any liability we may have to you for death or personal injury as a result of Sky's, SSSL's or SHS's negligence, or for their fraud or fraudulent misrepresentation.

14. Where we are required under this agreement to give you notice, we will give you this notice by letter, email or SMS, via a message in the Message Centre or elsewhere within our online customer account on sky.com, such as My Sky (we'll alert you by email, SMS or another appropriate method if a notice has been added) or on your monthly bill. Any notice you give us under this agreement must be given by phone (**03442 41 44 14**) or by using one of our online messaging options on sky.com. Notice given by these means will be processed immediately. You can also write to us (**Sky Subscribers Services Limited, PO Box 43, Livingston, West Lothian, EH54 7DD**) or e-mail us at **mysky@sky.uk**. Notice given by these means will not be effective until we have spoken to you and verified your account (and once verified the notice will be effective from the date the original notice was given).
15. Sky, SSSL and SHS can transfer their rights and/or obligations under this agreement to any member of the Sky group of companies or any other company, firm or person either as a variation to this agreement or as a new agreement provided in either case this does not affect your rights under this agreement in a negative way. Where a new agreement will be entered into this will become effective 31 days after we notify you in writing of the transfer.
16. This agreement is governed by English law unless you live in Scotland or Northern Ireland, in which case it will be governed by Scots law or Northern Ireland law (as applicable). Any disputes under this agreement shall be dealt with by the courts of the country whose law governs this agreement, unless you live in Northern Ireland or Scotland in which case you can choose to bring a dispute before the courts in your country or the English courts instead.

## NOTICE OF YOUR STATUTORY RIGHT TO CANCEL IN YOUR COOLING OFF PERIOD

Please refer to your Contract for information about when and how you can end your Contract once your cooling off period has ended.

**Cancellation period:** You have the right to cancel your order for Sky Broadband without giving any reason any time up to 14 days ("cooling off period") from the later of: (i) delivery of your Wireless Router; (ii) activation; or (iii) receipt of the relevant terms and conditions for that product/service.

Sky may offer an enhanced cooling off period from time to time which we will advise you of at the time of your purchase.

If you take fibre-based Sky Broadband and you request an engineer appointment, a separate cancellation policy applies to installation services which is contained in the Sky Fibre Broadband Installation Terms and Conditions (set out at the end of this Contract).

**How to cancel:** Any cancellation within this timeframe must be in accordance with this notice. You can cancel your Sky order by:

- (i) calling **03442 41 44 14**;
- (ii) writing to Sky Subscribers Services Limited, PO Box 43, Livingston, West Lothian EH54 7DD; or
- (iii) by visiting the "Contact Us" section at sky.com and completing the online cancellation form.

You must give your name, customer account number, address, post code, telephone number and, where available, your e-mail address in order to cancel your order. If you cancel in writing we will send you an acknowledgement of receipt by e-mail, or letter if we do not have an e-mail address for you.

**Effects of cancellation:** If you cancel a contract during your cooling off period we will refund to you all payments received from you, including the costs of delivery of any equipment you ordered e.g. your

Wireless Router ("Equipment"), but if you requested a service to begin during the cooling off period, you must pay us an amount which is proportionate to the service provided up to the point you cancelled your order. You will not receive a refund for any one-off fees for activation or set up services if you cancel a service after activation. If you cancel Equipment we will automatically cancel any related subscription unless you tell us otherwise.

**Return of Equipment:** If you cancel a contract you are responsible for returning the equipment provided under that contract without undue delay using the returns method provided with the equipment. You are responsible for the costs of returning the equipment you have ordered and Sky may charge you our direct returns costs. Sky can offset any returns costs against any money that it owes to you for any reason. You must keep any equipment that has been delivered to you safe until it is returned. We may make a deduction for any loss in value as a result of unnecessary handling by you.

**Discounts:** If you have received any discounted equipment and/or set-up services, and during your cooling off period you cancel any conditional contract but wish to keep your equipment, you will no longer be eligible for that discount and will be required to pay Sky the difference between the discounted price and the full standard price for the equipment and/or set-up services.

**Refunds:** We will make any refund due to you (less any deductions due to us) without undue delay and not later than the earliest of 14 days after the day we either receive the Equipment back from you or receive evidence from you that the Equipment has been returned (such as a proof of posting receipt). We will make the refund using the same means of payment that you used when you placed your order, unless you have agreed otherwise. These cancellation rights do not affect your legal rights. If you require any advice on your legal rights, you can refer to [www.adviceguide.org.uk/](http://www.adviceguide.org.uk/).

## SKY FIBRE BROADBAND INSTALLATION TERMS AND CONDITIONS

These are the terms and conditions under which Sky will, upon request from you arrange for the installation of network equipment to enable you to use fibre-based Sky Broadband Products at your Address ("**Contract**"). You can call us in relation to this Contract on **03442 410 515**.

In this Contract "**Address**", "**Sky**" and "**Wireless Router**" have the same meanings as given for those terms in the Sky Broadband subscription contract.

### 1. Installation services

- (a) When you take fibre-based Sky Broadband you can choose to have an engineer install your fibre broadband service and/or Wireless Router for you and connect one computer to the Sky Broadband service ("**Managed Installation**"). In some cases a Managed Installation will be required, for example, if your services mean we need to install an optical network terminal ("**ONT**"). If you receive Managed Installation, you consent to us installing and keeping network equipment at your property and will be responsible for connecting any additional online equipment you may have.
- (b) We will confirm the charges (if any) for your installation when you order.
- (c) Sky will not install fibre optic broadband services where extensive construction over and above standard needs is required. If the engineer determines that the installation is not standard and is unable to proceed, we will cancel your order and refund any monies you have paid in full.
- (d) We will organise a day for installation which is convenient for both of us and we will send you a letter confirming the date of your engineer appointment. Details of the arrangements you need to make for an engineer visit will be set out in your confirmation and appointment letters, or can be obtained by calling Sky Customer Services on **03442 410 515**.
- (e) On the day of installation, prior to visiting your home, the engineer will need to disconnect your phone line for a short period. If possible you should make alternative arrangements to enable you to make calls to emergency services during this period. If you already have broadband, this will also be taken out of service during the installation.

- (f) If we install an ONT this will remain the property of Sky or its network partners (unless we agree otherwise), and you must:
  - (i) not misuse or neglect the ONT or allow it to be misused or neglected by others;
  - (ii) not remove or obscure any labels or markings on the ONT or allow them to be removed or obscured by others;
  - (iii) allow us, or our agents or network partners, to make alternations to or replace or remove the ONT if reasonably required. We may need reasonable access to your home to do this or we may need you to follow our reasonable instructions; and
  - (iv) allow us, or our agents or network partners, to update the software in the ONT by sending signals to it. You must not tamper with the software in the ONT or allow anyone else to do so.
- (g) On the day of installation, the engineer will discuss with you the best and the neatest way to install the fibre optic broadband in your home. To connect your service, the engineer may need to run a fibre cable from a network point in the street and clip it to the outside wall of your property. The engineer may also drill a small hole in your wall and bring the cable into your home and attach it to an ONT on your wall. The engineer will agree the best location for the Wireless Router to be set up and ensure the service is up and running. Additional work may be required depending on the connection to be made to cabling in the street, for example we may need to install cables to an underground point on your property and we may need to dig on your property to do this. The engineer will discuss with you if work of this nature is required.
- (h) The installation of fibre optic broadband and equipment both outside and inside your home may require the agreement or consent of others, for example, your landlord if you are a tenant or your neighbour(s) if you share a driveway. You are responsible for ensuring that all these agreements and consents have been obtained before we install fibre optic broadband and any equipment. If you fail to obtain any required consents, we reserve the right to end this Contract, remove the fibre-based Sky Broadband Product and any equipment and to recover our reasonable costs. You acknowledge that we do not have to install fibre-based Sky Broadband and/or any equipment at your property if we consider it is not practical to carry out the work for health and safety reasons or your property is otherwise not suitable for installation.
- (i) By allowing a Managed Installation to take place, you accept that we may leave certain equipment installed at your property, for example, an ONT. In particular, once installed, you consent to the external and internal wiring, fixings and an ONT remaining attached to your home.
- (j) You must make sure that neither you nor anyone else, moves, interferes with or damages the ONT or any other equipment installed between the street and your property. You must make sure that access to the ONT and this other equipment is unobstructed, including by not planting or building anything that is likely to interfere with it or access to it.
- (k) We may, without your consent, share the benefit of the ONT provided this does not affect your rights under this Contract in a negative way.
- (l) The terms set out in clauses 1(a), 1(f) and 1(h) to (l) will form the relevant written form of wayleave agreement under the Electronic Communications Code (the "Code"), which is Schedule 2 to the Telecommunications Act 1984 (as amended). Please see the Code for a full list of our rights and responsibilities to you in relation to putting the ONT onto your property.
- (m) If an engineer fails to attend your property at the date/time we have confirmed to you then you may be entitled to automatic compensation. For full details see: <https://www.sky.com/help/articles/auto-compensation>

## 2. Installation offers

If you pay nothing or a reduced price compared to our standard price for your installation, we can charge you the difference between the lower price you have paid (if any) and that standard price for installation if your Sky Broadband subscription contract ends during the Minimum Term (other than where we withdraw Sky Broadband or you end your Sky Broadband subscription contract and have the right to do so).

### 3. Cancellation

- (a) You have the right to cancel your order for Sky Broadband and Managed Installation (or just your Managed Installation) without giving any reason any time up to 14 days (“cooling off period”) from the later of: (i) delivery of your Wireless Router; (ii) activation; or (iii) receipt of the relevant terms and conditions for that product/service. Sky may offer an enhanced cooling off period from time to time which we will advise you of at the time of your purchase.
- (b) **How to cancel:** Any cancellation within this timeframe must be in accordance with this notice. You can cancel your Sky order by:
- (i) calling **03442 41 44 14**;
  - (ii) writing to Sky Subscribers Services Limited, PO Box 43, Livingston, West Lothian EH54 7DD; or
  - (iii) by visiting the “Contact Us” section at [sky.com](http://sky.com) and completing the online cancellation form.
- You must give your name, customer account number, address, post code, telephone number and, where available, your e-mail address in order to cancel your order. If you cancel in writing we will send you an acknowledgement of receipt by e-mail, or letter if we do not have an e-mail address for you.
- (c) **Effects of cancellation:** If you cancel a contract during your cooling off period we will refund to you all payments received from you, including the costs of delivery of any equipment you ordered e.g. your Wireless Router (“Equipment”), but if you requested a service to begin during the cooling off period, you must pay us an amount which is proportionate to the service provided up to the point you cancelled your order. You will not receive a refund for any one-off fees for activation or set up services if you cancel a service after activation. If you order Managed Installation and you do not cancel your order before 3.30pm (or such other time we have told you) on the working day before your Managed Installation is due to take place, we will not refund that charge because we will incur costs which we cannot recover. If you cancel Equipment we will automatically cancel any related subscription unless you tell us otherwise.
- (d) **Return of Equipment:** If you cancel a contract you are responsible for returning the equipment provided under that contract without undue delay using the returns method provided with the equipment. You are responsible for the costs of returning the equipment you have ordered and Sky may charge you our direct returns costs. Sky can offset any returns costs against any money that it owes to you for any reason. You must keep any equipment that has been delivered to you safe until it is returned. We may make a deduction for any loss in value as a result of unnecessary handling by you.
- (e) **Discounts:** If you have received any discounted equipment and/or set-up services, and during your cooling off period you cancel any conditional contract but wish to keep your equipment, you will no longer be eligible for that discount and will be required to pay Sky the difference between the discounted price and the full standard price for the equipment and/or set-up services.
- (f) **Refunds:** We will make any refund due to you (less any deductions due to us) without undue delay and not later than the earliest of 14 days after the day we either receive the Equipment back from you or receive evidence from you that the Equipment has been returned (such as a proof of posting receipt). We will make the refund using the same means of payment that you used when you placed your order, unless you have agreed otherwise.
- (g) This cancellation right does not affect your legal rights. If you require any advice on your legal rights, you can refer to [www.adviceguide.org.uk](http://www.adviceguide.org.uk).

## USAGE POLICIES

Any terms in capitals not defined in these Usage Policies will have the same meaning as in your Contract. These Usage Policies apply to you and anybody you allow to use Sky Broadband. Any reference to “you” shall

be interpreted to mean you and anybody you allow to use Sky Broadband. You are responsible for the use of Sky Broadband by any person you allow to use it including anyone who accesses Sky Broadband because you have removed the wireless encryption security on your wireless router.

None of our products currently on sale are subject to any traffic management. More details of our Traffic Management Policy can be found here:

<http://www.sky.com/shop/terms-conditions/broadband/network-management-policy/>

## How we update our Usage Policies

The way our customers use Sky Broadband is changing all the time so we may need to change our Usage Policies to adapt to our customer's needs or for any of the reasons stated in Condition 15(a) or 15(b) of the Sky Broadband subscription contract. However, if you are materially disadvantaged by this you may end the Sky Broadband subscription contract under Condition 10(c).

We will give you at least one month's notice in writing if we make any change to our Usage Policies which is likely to materially disadvantage you. We will let you know about any other changes to our Usage Policies in writing or by putting a notice on [sky.com](http://sky.com) or through another suitable method. Our latest Usage Policies will always be posted on our website at [www.sky.com](http://www.sky.com) so please keep checking for updates.

## ACCEPTABLE USE POLICY

Irrespective of which Product you have subscribed to, our Acceptable Use Policy ("AUP") will apply to you and those who you allow to use Sky Broadband.

If you have any queries about our AUP, you can contact us by emailing [abuse@sky.com](mailto:abuse@sky.com)

## Don't use Sky Broadband illegally!

Sky Broadband and Sky's networks may only be used for lawful purposes in accordance with all laws, statutes and regulations in force from time to time in the United Kingdom ("Laws").

You may not use Sky Broadband and/or the Sky's networks to send, access, store, distribute, transmit, post, upload or download any materials or data which:

- violates any Law;
- is defamatory, offensive, abusive, obscene, or constitutes harassment;
- is or may be harmful to minors;
- promotes or encourages illegal or socially unacceptable or irresponsible behaviour;
- is in breach of any third party rights (including any third party intellectual property rights);
- has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
- damages or may damage our rights or the rights of our sub-contractors or agents. We have put technical measures in place to prevent you from accessing certain websites that contain illegal images of child abuse that are identified from time to time by the Internet Watch Foundation ("IWF"). Although these filters are comprehensive, they do not provide an absolute guarantee that you will be unable to view such illegal images on the internet. In addition, these measures do not filter other content which you may find distasteful, such as "adult" material. On this basis, we recommend that you consider installing additional software on your computer to prevent access to inappropriate websites or content on the internet.

For further information regarding the IWF, please visit their website at [www.iwf.org.uk](http://www.iwf.org.uk).

## Do not violate anyone's systems or network security

You must not use Sky Broadband, or allow someone else to use Sky Broadband, to violate Sky's networks' security or any third party's system or network security by any method including:

- unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network;
- unauthorised monitoring of data or traffic on any network or system without the express authorisation of the owner of the system or network; or
- unauthorised interference with any user, host, system or network without the express authorisation of the owner of the system or network.

You must not send, receive, store, distribute, transmit, post, upload or download any materials that are designed to violate Sky Network's security or any third party's system or network security. Examples of such prohibited material may include (but are not limited to):

- programs containing viruses, worms, corrupted files, hoaxes, Trojan horses or any other items of a destructive or deceptive nature;
- tools designed to compromise the security of other sites;
- programs or services designed to send or facilitate the sending of unsolicited advertisements; or
- programs or services designed to encourage or facilitate a breach of this AUP or any acceptable use policy of another internet services provider.

You must not connect Sky's networks to insecure machines, modems, routers, equipment or services able to be exploited by others to carry out actions which constitute a breach of this AUP. If you do, you must disconnect it immediately, or allow us to disconnect it for you at your expense.

You must not adapt, modify, decompile or reverse engineer any part of Sky Broadband.

You are responsible for all materials and/or data originating from the modems, machines and/or networks that you have connected to Sky's Networks. You must immediately disconnect (and subsequently secure prior to reconnection) machines generating materials and/or data which contravene this AUP once notified of such activity by Sky.

## Messages

You must not send Messages to anyone who does not wish to receive them. We acknowledge that email and instant messaging are informal methods of communication however you must refrain from sending Messages to another user after receiving a request to stop.

You must not send unsolicited bulk Messages or any other form of abusive electronic communication. In particular, unsolicited advertising mailings (whether commercial or informational) are strictly prohibited. You must not operate, host, provide hosting facilities to or assist in any way any web site, email address, or any other online service which is advertised or promoted by means of unsolicited bulk Messages (whether commercial or informational), any mass messaging facility or any other form of abusive electronic communication.

You must not send, distribute, or reply to mail-bombs. Mail-bombing is either sending copies of a single message to many users, or sending large or multiple files or messages to a single user with the intention of disrupting their internet experience.

You must not use false Message headers or alter the headers of Messages to conceal their email address or to prevent internet users from responding to messages. You must not use any email address that you are not authorised to use.

You must not suggest or imply that any Message you send is from, authorised or endorsed by, any Sky company or relates to any Sky business.



We will scan your incoming Messages for viruses and remove any Messages from Sky's networks which contain viruses. Although these filters are comprehensive, they do not provide an absolute guarantee that you will not receive viruses via Messages and you are advised to install appropriate anti-virus software on your computer.

We will scan your incoming Messages for spam and move any suspected spam to a separate folder in your email account where you can inspect it to ensure that non-spam Messages hasn't been inadvertently identified as spam. Items of suspected spam will be deleted after 30 days.

## World Wide Web and surfing the net

You will be solely responsible for your use of the internet and any web pages owned and/or operated by you that you connect to Sky's networks using Sky Broadband. You must not use world wide web pages within or outside Sky's networks to violate any part of this AUP or to disrupt or attempt to disrupt another internet user's internet experience.

## How do you make a complaint?

If you wish to notify us of a breach of this AUP, or if you wish to make a complaint regarding content, data or material that has been stored and/or accessed via Sky's networks or Sky Broadband, please email us at **abuse@sky.com**.

## The actions we can take

Firstly, you should be aware that we will block any electronic communication that we reasonably consider to have breached this AUP.

Secondly, if you have breached this AUP, or we or a third party, reasonably suspect that you may have breached this AUP we will notify you by email (provided that this notification does not prejudice any investigation) and we may also:

- (a) immediately suspend your access to Sky Broadband until such time as we are satisfied the breach has stopped;
- (b) immediately end your Sky Broadband Contract, including your agreement for the loan of Sky Equipment
- (c) notify and/or pass on the details of the breach of the AUP to any relevant government, statutory, self-regulatory or law enforcement authority;
- (d) investigate the alleged breach of the AUP, which may include gathering information from you and/or the complaining party (if any) and the examination of any other data or material on Sky's networks or our servers; or
- (e) remove (either temporarily or permanently), copy, store, monitor or otherwise deal with data and/or other material on Sky's networks and/or our servers.

Sky will use your personal data and other account information in connection with any investigation carried out by Sky in accordance with this AUP, including by disclosing it to any third party authority that Sky considers has a legitimate interest in any such investigation or its outcome.

## SKY GROUP COMPANY DETAILS

**Sky In-Home Service Limited** is registered in England (No. 2067075).

Registered office: Grant Way, Isleworth, Middlesex TW7 5QD, UK.

**Sky Subscribers Services Limited** is registered in England (No. 2340150).

Registered office: Grant Way Isleworth, Middlesex TW7 5QD, UK.

**Sky UK Limited** is registered in England (No. 2906991).

Registered office: Grant Way Isleworth, Middlesex TW7 5QD, UK.

## IMPORTANT TERMS OF YOUR SKY TALK CONTRACT

First, please take a few minutes to read the following important terms.

### What is Sky Talk?

Sky Talk is a name used to describe two subscription services: a home telephone calls or internet calls service ("**Sky Talk Calls**") and a telephone line rental service ("**Sky Line Rental**") (each a "**Sky Talk Service**"). You cannot take out either service without the other.

The Sky Talk packages currently available are: Sky Talk Pay As You Use; Sky Talk Evenings & Weekends Extra; Sky Talk Anytime Extra and; Sky Talk International Extra.

### Can I receive Sky Talk?

To receive Sky Talk, you must have an active compatible phone line.

### What if I don't have a working compatible phone line?

If you don't have a working compatible phone line, we can arrange for a new phone line to be installed or an existing phone line to be activated ("**New Phone Line**"). We will confirm the charge (if any) for your New Phone Line at the time of booking. Sky will not install a New Phone Line where extensive new line construction over and above standard needs is required.

If we need to send an engineer to your home to install or activate your New Phone Line, we will send you a letter or email with the date of your appointment. If you want to re-arrange your appointment, you must contact us before 3.30pm on the working day before your engineer appointment. If you re-arrange your appointment after this time, or you are not at your Address to give the engineer access to your property at the agreed time or, if you fail to make the necessary arrangements for the appointment to take place, we will retain the fee you have paid us for your first appointment and charge you our full costs for another appointment. Details of the arrangements you need to make for an engineer visit and of our charges will be set out in your confirmation and appointment letters, or can be obtained by calling Sky Customer Services on **03442 410 499**.

If the engineer determines that the installation/activation of your New Phone Line is not standard and is unable to proceed we will cancel your order for a New Phone Line and refund any monies you have paid in full.

Sky Line Rental customers do not need to pay any other provider for Line Rental. Please see Part B Condition 3 for further information relating to installation or activation of a New Phone Line.

### What is a Sky Network?

Sky Talk is provided on different networks depending on where you live and technical factors such as your line and capacity at your local telephone exchange. Where possible we will provide your Sky Talk Service on our own network or a network provided in association with one of our partners ("**Sky Networks**") rather

than on BT's network. A Sky Network will typically allow us to provide you with a superior service and experience. If we can't do this straightaway we'll migrate you later and let you know when this happens.

We constantly invest in our networks and over time another Sky Network or product available on your existing Sky Network may provide you with a superior service and experience. If this happens we may contact you to tell you that we will move you to another Sky Network or product (see Condition 1.7 for details).

Some Sky Networks use Local Loop Unbundling (LLU) to give Sky end-to-end control of your broadband and phone service, instead of 'renting' the connection from another provider.

LLU enables operators such as Sky to add our own equipment to BT's copper lines. Some LLU connections are 'shared access,' meaning that internet service providers and a fixed-line telephone provider share the line, but we're switching to 'fully unbundled,' which means we have exclusive use of the connection. This means that on a Sky Network, you can only get your services from Sky. If you take Sky Fibre Broadband, your Sky Talk calls package and Sky line rental may be provided on a Sky Network.

If you decide to cancel or switch your Sky Talk services to another provider, your Sky Broadband service and agreement for the loan of equipment will automatically be cancelled at the same time (unless we tell you otherwise at the time). You will not be able to re-order Sky Broadband on its own as it's only available if you also order Sky Talk.

If you decide to cancel or switch your Sky Broadband service to another provider, your Sky Talk services will automatically be cancelled at the same time (unless we tell you otherwise at the time). If you want to re-order your Sky Talk services, you will need to move back to BT's network. We can arrange this for you but you may have to pay a charge for the re-activation of your phone line on BT's network. It can take about one week to re-activate your service and during that time you may lose your service for a short time.

There are some Optional Features available on a Sky Network. If the provision of your Sky Talk service is moved back to the BT network, then you will lose access to these features. There may also be some Optional Features which are not available on a Sky Network.

## How long do my Sky Talk subscriptions last?

**Your Sky Talk subscriptions have minimum terms which start on the date each Sky Talk Service is activated ("Minimum Term"). The length of the Minimum Term is as agreed when you ordered your Sky Talk Service and will be confirmed by us in writing shortly after you have placed your order. Unless we or you are allowed to end your subscription(s) earlier, you must subscribe to each Sky Talk Service you have ordered for the duration of the Minimum Term.**

For details of when the Sky Talk services can be ended earlier see Conditions 7, 8 and 'Your Rights to Cancel Your Order' (see below).

**If any of your Sky Talk subscription(s) end during their respective Minimum Term(s) (other than where you have a right to end them without incurring early termination charges) we may charge you an early termination charge. Unless you tell us otherwise, we may charge this amount directly to any Credit or Debit Card which you have provided us with details of and by entering into this Contract you are authorising us to do so. We will give you reasonable notice in writing before these charges are made (See Condition 8.10 (titled 'How long your Contract lasts')).**

## Moving Home

If you change your Address you must contact us on 03442 41 41 41. You may need to have your existing Sky Talk account cancelled and start a new account covering your new details. If you change your Address, this Contract will continue unless you exercise a right to end it or we are unable to transfer your Sky Talk Service(s) to your new address. You will need to ensure that you have a working compatible phone line at your new address to continue receiving Sky Talk. We may charge you any costs we reasonably incur as a result of a transfer. We will tell you the amount of this charge before charging you.

## When may Sky Talk be restricted or end?

Your Sky Talk Service(s) may be restricted or end if you breach our **Acceptable Use Policy** under Condition 2 or in the circumstances set out in Conditions 7 and 8. We will notify you in writing before this happens, unless we reasonably believe that your Sky Talk Service is being used for unlawful or improper purposes.

If your Sky Talk Service(s) is restricted or ends for any reason you may not be able to make or receive all calls through Sky Talk. **PLEASE NOTE, if you are a Sky Line Rental customer you will be unable to make calls to emergency numbers until your Sky Line Rental is re-activated or you connect with another telephone line provider.**

If you are on a Sky Network and your Sky Talk services end your Sky Broadband service and equipment loan will also end (unless we tell you otherwise at the time).

## Will the Sky Talk Service(s) or the Contract change?

Sky Talk is variable and our prices and packages may change, even during your Minimum Term. However, if we reduce the level of service provided to you and you are materially disadvantaged by this you will have a right to move to another package or Service or to end this Contract. You will also have the right to end this Contract if we change the terms and conditions and you are materially disadvantaged by this. Unless a price increase is required for legal or regulatory reasons or due to a change in VAT, you can also end the Contract during your Minimum Term if we increase (a) the monthly subscription price of your Sky Talk Calls package or Sky Line Rental, or (b) any other price in relation to the Sky Talk Service which is to your material disadvantage. If you wish to end this Contract for these reasons, then you need to give us notice within 30 days of us telling you about the change.

## How much does Sky Talk cost?

Sky Talk packages, fees and call rates applicable from time to time may be viewed on our website ([www.sky.com/skytalk](http://www.sky.com/skytalk)) or by calling Sky Talk Customer Services on **03442 410 499**. Rates set out on our website take precedence over any rates shown in generic Sky Talk marketing material. UK call rates apply to UK landline numbers, excluding calls to the Channel Islands, premium rate and non-geographic numbers.

## How much notice will I get if you increase prices?

We will give you at least one calendar month's notice in writing of (i) any increase in the monthly subscription price of your Sky Talk Calls package or Sky Line Rental service or (ii) any other price increase which is likely to be to your material disadvantage unless the price increase results from you changing your Sky Talk service or is required for legal or regulatory reasons. We will also let you know about any other price changes in writing or by putting a notice on [sky.com](http://sky.com) or through another suitable method.

If you are not the payer of your Sky Talk bill, you should notify the payer of any notice of price increase we send you.

## Will I be accepted as a Sky Talk customer and how will you manage my account?

You may not be accepted if you owe us any money or your credit score is unsatisfactory, or if you do not pay by direct debit or credit card payment mandate. We can administer your account as we believe reasonable depending on the result of that or any future scoring. This may include applying different payment terms to your account. We may use information from, or supply information to, outside agencies for credit assessment purposes. We will also use reasonable practices to set a call spend limit on your Sky Talk account. Details of your call spend limit are available from Sky on request.

When you order Sky Talk you will be given the option of having your details included in the public telephone directory. If you agree to this, your first initial, surname, address and phone number will appear in the directory.

## Will Sky Talk affect the operation of my home alarm system?

Remotely monitored security alarm, social alarm and Telecare services utilise your phone line. If you have one of these services it is your responsibility to ensure it is compatible. If you experience any issues with your service, you should contact us on **03442 410 046** and we will investigate this for you.

## Can I access emergency services using Sky Talk?

Yes, the Sky Talk Service supports calls to emergency services via 999 and 112. When you call these numbers, we will give them information about your location so they can find you if they need to (known as 'caller location information').

## How do special offers affect this Contract?

If you take up a special offer, this Contract will be varied to take account of the offer terms and conditions.

## Calling Sky

Calls to and from Sky Talk Customer Services may be recorded or monitored for training and other purposes.

If you wish to discuss your Sky Talk account or experience problems making calls using Sky Talk, you should contact Sky Customer Services on **03442 410 499**.

## Automatic Compensation scheme

Sky is a signatory to the Code of Practice for an Automatic Compensation Scheme ("Automatic Compensation Code"). For full details of the Automatic Compensation Code and when automatic compensation may apply see: <https://www.sky.com/help/articles/auto-compensation>

# HERE ARE THE DETAILED CONDITIONS OF SKY TALK

These are the terms and conditions ("**Conditions**") under which Sky Talk Calls and Sky Line Rental ("**Sky Talk**" or "**Sky Talk Service**") will be provided to you. These Conditions are divided into two parts. If you have Sky Talk Calls without Sky Line Rental ("**Sky Talk Calls only**"), only Part A will apply. If you are a Sky Talk Calls and Sky Line Rental customer, both Part A and Part B will apply and you must read them both.

This Contract is between you and Sky UK Limited which is responsible for providing you with Sky Talk services. Sky Subscribers Services Limited ("**SSSL**") provides customer services in relation to Sky Talk as an agent for Sky. Sky may contract with other Sky group companies to provide Sky Talk to you. Reference below to "we" or "us" shall be read as references to Sky. You can contact us at **Sky PO Box 43, Livingston, West Lothian, EH54 7DD** or call **03442 41 41 41**. PART A – SKY TALK GENERAL TERMS AND CONDITIONS

## 1. Sky Talk and who can get it

- 1.1 You can only have Sky Talk on one line in your home unless we tell you otherwise.
- 1.2 Sky Talk will be provided at the address of your home that you notify to us from time to time ("**Address**"). This address must be in England, Scotland, Wales or Northern Ireland. You must be the account holder for your household's existing telephone service or be authorised by the account holder to register for Sky Talk.
- 1.3 Sky Talk is not available to:
  - (a) customers who do not pay by direct debit or continuous credit card payment mandate;
  - (b) customers registered with BT Basic;
  - (c) customers with outgoing call barring or any other incompatible product on their telephone line; or
  - (d) customers under the age of 18 years old.

- 1.4 You must have a working compatible line in your home.
- 1.5 Sky Talk Calls only customers must take Line Rental from BT.
- 1.6 On receipt of your application for Sky Talk, and provided you are eligible, we will make an application to Openreach to switch your chosen telephone services to Sky Talk. This will not apply to you if we provide your services on a Sky Network. Either way, if Openreach or Sky is able to validate your application then we will notify you in writing of the estimated activation date for your Sky Talk Service. If you have an existing compatible line, this normally takes 10 working days from the date when the order is accepted. If Openreach is unable to make the switch for any reason we will contact you. If you require a new line to be set up, and we agree to do this for you, your Sky Talk Service will normally take approximately 2 weeks to be activated from the date you place your Sky Talk order.
- 1.7 We may upgrade you from the Sky Talk Calls package or Line Rental package you chose to a different Sky Talk Calls package or Line Rental package for any reason stated in Condition 17.1 or 17.2. If we do this, you will be placed onto the nearest equivalent Sky Talk Calls package or Line Rental package available at your Address that we reasonably consider offers a better Sky Talk Service and you will pay the same price as you would have paid for your chosen Sky Talk Calls package or Line Rental package. That price may increase in accordance with Condition 5.1 but, unless otherwise agreed between us, you won't pay more than the standard rate for new customers for the Sky Talk Calls package or Line Rental package you chose if that Sky Talk Calls package or Line Rental package remains available at your Address and, in any event, during your Minimum Term. We will notify you in advance in writing of the move to a different Sky Talk Calls package or Line Rental package. If you wish to choose another available Sky Talk Calls package or Line Rental package or remain on your chosen Sky Talk Calls package or Line Rental package if available at your Address, you can do so by calling us within 30 days of notice from us of the change. If your current Sky Talk Calls package or Line Rental package is withdrawn, Condition 5.5 applies instead.
- 1.8 We may supply recommendations, newsletters and/or magazines with information about your talk services in paper or electronic format from time to time as part of Sky Talk. If we do, you can elect not to receive it by contacting Sky. We can stop providing these at any time without notice.

## 2. Using Sky Talk and our Acceptable Use Policy

- 2.1 Sky Talk is for your household's own private domestic use and is not for use for any commercial or business purpose. You are responsible for all calls made using Sky Talk at your Address, whether or not they are made by you.
- 2.2 If your use of 'unlimited' or 'no extra charge' calls provided as part of a Sky Talk Calls package exceeds that reasonably expected of a reasonable person using the Sky Talk Service for domestic purposes, we may:
  - (a) immediately suspend your Sky Talk Calls service until we have established whether your use is in accordance with these Conditions (if we establish that it is we will remove the suspension and give you a pro-rata refund of the monthly subscription price of your Sky Talk Calls package or Sky Line Rental service for the period the suspension was in place); and/or
  - (b) charge you Sky Talk's standard rates as published in our latest tariff guide for any calls exceeding those reasonably expected of a person using Sky Talk for domestic purposes.

Where we have specific limits on what we think is reasonable usage for domestic purposes, these will be set out in our Tariff Guide. We will notify you before we start charging you our standard rates.

- 2.3 You must ensure that your Sky Talk service is not used for any unlawful or improper purpose, such as:
  - (a) the making of hoax calls or communicating false information or information you believe to be false;

- (b) the making of calls which are defamatory, offensive, abusive, obscene, menacing, threatening or otherwise made for the purpose of causing annoyance, inconvenience or anxiety to another;
  - (c) the making of calls where the primary purpose is to generate artificially high call traffic;
  - (d) fraudulently or in connection with a criminal offence; or
  - (e) otherwise in a manner which is in breach of any applicable legislation or regulations or the rights of any other party or we reasonably consider may harm any Sky Network or amounts to misuse.
- 2.4 We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of Sky Talk by you or anyone you have allowed to use Sky Talk.

### 3. Equipment and Faults Affecting Sky Talk

- 3.1 You must ensure that any equipment which you use in connection with Sky Talk is in good working order and conforms at all times to all applicable regulations and laws. You agree to provide us with information about your equipment that we reasonably request. We will not provide you with a telephone handset for use with Sky Talk.
- 3.2 We aim to provide a continuous, high-quality service using reasonable care and skill. However, from time to time, due to the nature of the service, faults with Sky Talk and outages may occur. Please refer to condition 9.6 for details of the actions you can take and remedies you are entitled to if we are unable to fix the fault in a reasonable time. If you experience problems making calls, you should contact Sky Customer Services on **03442 410 499**.
- 3.3 If you are a Sky Talk Calls only customer and we determine there is a fault with your line or the connection, you will need to contact your line rental provider. You will remain responsible for all charges made by your line rental provider relating to your telephone line and connection (together with any repair, maintenance and service charges) unless caused by our fault or neglect.
- 3.4 If we have agreed to arrange the installation or activation of a New Phone Line for you and/or you are a Sky Talk Line Rental customer, please see Part B (Condition 3) for further information relating to line installation, activation, faults and repairs.

### 4. Payments and Billing

- 4.1 You will usually be billed on a monthly basis for any monthly fees you have agreed to pay and calls which carry a charge and that are made using Sky Talk. We will bill you in advance for any monthly charges associated with your Sky Talk Service, and charges from an earlier period may appear on a later bill. We will bill you in arrears for any calls you have made since your last billing period. Details of our current standard subscription prices, what's included in your Sky Talk package and our rates for non-inclusive calls are set out in the Sky Talk Tariff Guide (available on sky.com).
- 4.2 Your bill will be provided to you in the same way as your other Sky services. This is usually via the Sky Customer Service zone on Sky's interactive service, accessible via your set-top box or through our online customer account on sky.com (for example 'My Sky') by visiting **www.sky.com/myaccount**. Paper statements are available on request. You must have a continuous payment method set up with us at all times (Direct Debit or continuous credit/debit card mandate), which we will use to take your payment on or around the date stated on your bill. Payment of your Sky Talk bill will be collected at the same time and under the same instruction as your other Sky subscription payments (and you agree we may change that instruction for this purpose). You acknowledge that any payments you make to Sky will be applied to the full set of Sky services you receive.
- 4.3 We will use reasonable practices to set a call spend limit on your Sky Talk account of at least £100. Your call spend limit may vary from time to time (but will not be less than this). Details of this limit are available from Sky on request. If you exceed this limit we may restrict your ability to make calls

without notice (see condition 7.2) and you remain liable for all charges. We may also change your payment terms if we consider it reasonable (for example, we may ask you for a deposit or for an interim payment if we reasonably believe there may be issues with providing you with credit).

- 4.4 We may alter your Direct Debit or Credit Card instruction if the price of your Sky Talk Calls package or Line Rental changes for any reason. We may also charge any other payment due under this contract under your Direct Debit or Credit Card instruction together with any other payments which you agree we may charge under that instruction.
- 4.5 If you are a Sky Talk Calls only customer, some calls may not be carried by Sky Talk (e.g. reverse charge calls, some calls to directory enquiries, calls made to emergency numbers and some internet calls). These calls will be automatically routed via your line rental provider and may appear on your line rental provider's bill. If you are a Sky Line Rental customer, these calls will appear on your Sky Talk bill and will be charged at the service provider's applicable rate, unless stated otherwise in the Sky Talk Tariff Guide.
- 4.6 If you miss any payments you owe to us including for any Sky service we may charge you a reasonable fee to help pay for the extra costs we incur when processing late payments, or interest at the yearly equivalent of 4% over Barclays Bank plc's base rate for the whole period of any late payment, to compensate us for you breaking these Conditions. Any interest is worked out daily. Details of these fees can be found on [sky.com/latepaymentfee](https://www.sky.com/latepaymentfee). These fees will not be applied to any amount you have not paid because it is the subject of an ongoing dispute between us. You will also be responsible for paying all reasonable debt recovery fees/charges incurred in recovering your debt, including fees charged by any debt collection company we use. We will send you a reminder or call you before applying any late payment fees or instructing a debt collection company.

We may also charge you a reasonable fee that reflects the costs we incur if any payment instruction from you is returned to us because you do not have enough funds in your account, is cancelled or is not cleared by your bank.

## 5. Price and Package Changes

We may make any of the changes specified in this Condition 5 for any of the reasons stated in Condition 17.1 or 17.2.

- 5.1 Subject to Condition 5.2, unless the price increase results from you changing your Sky Talk Service, we will give you at least one calendar month's notice in writing if we increase the monthly subscription price of your Sky Talk Calls package or Sky Line Rental service, or if we increase any other price in relation to a Sky Talk Service which is likely to materially disadvantage you. We will let you know about any other price changes (such as a reduction in your monthly subscription price) in writing or by putting a notice on [sky.com](https://www.sky.com) or through another suitable method. Sky Talk packages, fees and call rates applicable from time to time may be viewed on our website ([www.sky.com/skytalk](https://www.sky.com/skytalk)). **Please always check our website for our current call rates.**
- 5.2 We may also increase the price of your Sky Talk Calls package or Line Rental service if required by law or if any regulatory authority requests or requires a change to any aspect of our pricing which affects you directly or our pricing structure generally, including to reflect a change in the rate of VAT or other applicable taxation charge or levy. We will use our reasonable endeavours to notify you before any price increase takes effect under this Condition 5.2.
- 5.3 We may offer a number of different Sky Talk Calls packages and Line Rental packages and make variations to them from time to time (for example we may vary the number of international destinations in inclusive call tariffs or the times of day of inclusive calls). We will give you at least one calendar month's notice in writing if we make a change to your Sky Talk Calls package or your Sky Line Rental service which could result in an increase to your Sky Talk monthly subscription charges or which is likely to materially disadvantage you, or if we withdraw your chosen Sky Talk package. We will



let you know about any other changes to your Sky Talk package in writing or by putting a notice on sky.com or through another suitable method.

- 5.4 If we change your chosen Sky Talk Service and you are materially disadvantaged by this, you may give us notice that you wish to move to another Sky Talk Calls package within 30 days of receiving our notification or cancel your Sky Talk Service(s) under Condition 8.2(b).
- 5.5 If we withdraw your Sky Talk Calls package or Line Rental service from your Address, we will move you on to the nearest equivalent Sky Talk Service(s) (offering the same or better features), unless you notify us that you wish to move to another package or Sky Talk Service within 30 working days of receiving notification from us. If this happens during your Minimum Term, the price of your relevant Calls package or Line Rental service will not increase before the end of your Minimum Term (other than where we increase our standard Sky Talk price(s) under Conditions 5.1 and 5.2).
- 5.6 Unless we agree otherwise, you must remain on and pay for your chosen Sky Talk package for at least one month (unless you have a right under this Contract to move package or end this Contract before the end of the one-month period).

## 6. Moving Home

- 6.1 If your Address or telephone number details change, you must contact Sky Customer Services on **03442 41 41 41**. If your details change you may need to have your existing Sky Talk account cancelled and start a new account covering your new details.
- 6.2 If you change your Address, this Contract will continue unless you exercise a right to end it under this Contract or we are unable to transfer your Sky Talk services to your new Address. You will need to ensure that you have a working BT compatible line at your new Address. We may charge you a reasonable administration fee for transferring your services to your new Address. We will tell you whether a charge applies and the amount before processing your move but you can also see whether we currently charge for transferring services at <https://www.sky.com/help/articles/moving-home-faqs>.

## 7. Restricting and Ending your Service

- 7.1 We may take immediate action to restrict or end (as appropriate) the provision of Sky Talk without notice if:
  - (a) we reasonably believe that your Sky Talk Service has been used in a way which is prohibited under Condition 2;
  - (b) we are required to by law or to comply with an order, instruction or request of any government body, emergency service organisation or other competent authority;
  - (c) we are required to comply with the reasonable instructions of a telecommunications carrier or supplier for reasons of health, safety or quality of the Sky Talk Service;
  - (d) you do anything (or allow anything to be done) which we reasonably believe may damage the operation or jeopardise the security of Sky Talk;
  - (e) you have provided unauthorised payment or other details or we have reasonable grounds to suspect fraud, attempted fraud or any other unauthorised activity in relation to any Sky service you receive; or
  - (f) you are or become ineligible to receive Sky Talk.
- 7.2 We may also restrict the provision of your Sky Talk Service without notice if the call spend limit on your Sky Talk account has been exceeded.
- 7.3 We may also restrict or end the provision of Sky Talk on giving at least 7 days' notice in writing to you if:
  - (a) you or anyone you authorise to deal with your account acts in a way towards our staff or agents

which we reasonably consider to be inappropriate and sufficiently serious to justify restricting or ending Sky Talk and/or this Contract; or

- (b) you have missed any payments that you owe to us for Sky Talk or any other Sky products or services or you break any of the Conditions of this Contract, although for non-serious breaches we will first give you an opportunity to put things right which you will need to do within the 7 days notice. For serious breaches (for example as set out in Condition 7.1(a)) we may exercise this right immediately.

7.4 We may restrict or end your Sky Talk Service if our ability to continue to provide Sky Talk to you is materially and adversely affected because:

- (a) any of our telecommunications carrier(s) or supplier(s) ceases to provide services to us; or
- (b) any authorisation required by us expires or is revoked or modified.

We will use all reasonable endeavours to provide you with notice in writing before your Sky Talk Service is restricted or ends under this Condition 7.4.

- 7.5 We may modify or temporarily suspend your Sky Talk Service to the extent necessary for us to carry out maintenance, technical repair, enhancement or emergency work (for example, if there are security or integrity incidents, threats or vulnerabilities). We will try to minimise the impact of this on your use of Sky Talk and we will restore Sky Talk to you as soon as we can. Where possible we will notify you if this occurs between the hours of 6am and Midnight and it is due to last for more than 1 hour.
- 7.6 If we consider it to be reasonable, we may temporarily restrict your ability to make non-geographic, premium rate and international calls where we notice unusual call patterns.
- 7.7 If we restrict or end the Sky Talk Service under any of Conditions 7.1(a), (d), (e), (f), or 7.3, you may be required to reimburse us our costs and expenses reasonably incurred in restricting/ending the Sky Talk Service and/or recommencing it or any part of it.
- 7.8 If your Sky Talk Service is restricted or ends for any reason, you agree to pay all Sky Talk charges incurred at your Address.
- 7.9 We promise to act proportionately in exercising any of our rights under this Condition 7.
- 7.10 Where this Contract is ended or restricted under condition 7.1(b), 7.1(c) or 7.4 we will give you a pro-rata refund of any unused part of any advance payment you have made for your Sky Talk Calls package or Line Rental service.

## 8. How long your contract lasts

- 8.1 Your Sky Talk subscriptions have minimum terms which start on the date each Sky Talk Service is activated or any other date agreed between us ("Minimum Term"). The length of the Minimum Term is as agreed when you ordered your Sky Talk Service and is normally 12 or 18 months. Unless Conditions 8.2 or 8.4 apply, you must subscribe to each of your respective Sky Talk Calls and/or Sky Line Rental Service(s) for the duration of the Minimum Term and will be in breach of this Contract if you end it before the end of the Minimum Term (even if you give valid notice to switch to another telephone service provider under Ofcom's regulated switching process reflected in Condition 8.11). If you have Sky Talk Calls by itself and you subsequently decide to take up Sky Line Rental, a new Minimum Term will apply to your Sky Line Rental from the date your Sky Line Rental service is activated.
- 8.2 You can end this Contract without paying early termination charges during your Minimum Term(s) if:
  - (a) you are exercising your statutory right to cancel as set out in 'Your Right to Cancel Your Order' (see below);
  - (b) Conditions 5.4, 8.4 or 12.1 apply;
  - (c) we increase:
    - (i) the monthly subscription price of your Sky Talk Calls package or Sky Line Rental service; or
    - (ii) any other price in relation to a Sky Talk Service which is to your material disadvantage, unless Condition 5.2 applies;

- (d) you change your Address and we are unable to transfer your Sky Talk services to your new address; or
  - (e) you are also a Sky Broadband customer and have ended your Sky Broadband contract (during or after its minimum term) for one of the reasons set out in conditions 10(b) or 10(c) of that contract (but not condition 10(c)(vi)).
- 8.3 To end this contract under Condition 8.2, you must give us notice at any time within 30 days of receipt of any notice from us.
- 8.4 You may also end this Contract at any time (including during the Minimum Term without paying early termination charges) by giving us 7 days' notice if we have broken any of the Conditions.
- 8.5 If you want to end this Contract for any other reason at the end of or after your Minimum Term, you must either give us at least 31 days' notice or place an order with another provider which can provide telephone services on your existing phone line (in which case see Condition 8.11 for details of what, if any, notice you need to give).
- 8.6 If you want to end this Contract during your Minimum Term by switching to another telephone service provider the amount of notice you need to give us will depend on which network your services are currently being provided on and on what you want to do with your telephone service – see Condition 8.11.
- 8.7 If your Sky Talk service ends for any reason under Condition 7, this Contract will end automatically at the same time.
- 8.8 We may end your Sky Talk service and this Contract if, despite using reasonable efforts to do so, we have been unable to activate the Sky Talk service or you have a total loss of service which we have been unable to resolve and we have notified you that any automatic compensation paid under our Automatic Compensation Code will end. This Contract will end on the day your automatic compensation payments end.
- 8.9 Except where Condition 7 and 8.8 applies, we will not end this Contract during the Minimum Term. We may end this Contract at the end of or after your Minimum Term by giving you 30 days' notice in writing at any time.
- 8.10 Subject to Condition 7.10, we will not refund any payments made under this Contract if we end this Contract under Condition 7. **If, during the Minimum Term, we end this Contract under Conditions 7.1(a), 7.1(d), 7.1(e), 7.1(f) or 7.3 or you end this Contract (other than where you have a right to do so without incurring early termination charges under Condition 8.2 or 8.4), we may charge you an early termination charge. The early termination charge will not be more than the charges you would have paid us under your Contract for the remainder of your Minimum term(s) (assuming you would have continued to subscribe to the same Sky Talk Calls package and Optional Features,) less any costs we save, including the cost of no longer providing you with the Service(s), and less the benefit to us in receiving payment early. You may be able to reduce the amount of these early termination charges by changing your Sky Talk Calls package (where permitted) and/or removing any Optional Features in accordance with this Contract, provided such change takes effect before this Contract ends. Unless you tell us otherwise, we may charge your early termination charge directly to any of the credit or debit cards which you have provided us with details of (e.g. when you paid for your installation). We will give you reasonable notice before making any charge. For further information about these charges, go to [sky.com/early-termination](https://www.sky.com/early-termination).**
- 8.11 When this Contract ends, you will need to make arrangements to switch to an alternative telephone service provider if you want to continue receiving a full telephone service. During any notice period Sky Talk will continue to be available unless your Service has been restricted or ends under Condition 7 or in the circumstances below. However, we may restrict your ability to make premium rate and/or international rate calls using Sky Talk during any notice period. You will be charged for Sky Talk during any notice period whether or not you have switched provider.

If you are switching to another provider which can provide telephone services on your existing phone line, you will need to contact your new provider to arrange the transfer. If you are a Sky Talk Calls and Sky Line Rental customer you will need to switch both Services to your new provider. Your Sky Talk service will end when we are notified by your new provider that your Service is switching.

If your Sky Talk Service ends, your Sky Broadband service and loan for Sky equipment will automatically end at the same time and vice versa (unless we tell you otherwise at the time). You will not be able to re-order Sky Broadband on its own as this product is only available if you also order Sky Talk.

If you are switching to a provider which cannot provide services on your existing phone line (e.g. a cable provider) you must give us at least 31 days' notice to cancel your Sky Talk service.

- 8.12 If you are a Sky Talk Calls only customer and this Contract ends before you have switched to a new telephone service provider, you will be able to continue to make calls to Sky through Sky Talk which you will have to pay for.
- 8.13 **If you are a Sky Line Rental customer and this Contract ends, you will not be able to make any calls, including calls to emergency numbers, unless and until you switch to another telephone line provider.**

## 9. What we are not liable for

- 9.1 We will not be liable to you (or any other person whom you allow to use Sky Talk) under this Contract, for:
- (a) the act of restricting or ending your Sky Talk service(s) in accordance with Condition 7;
  - (b) any delay or failure by us to provide any element of Sky Talk where such delay or failure is caused by events outside our reasonable control. Matters outside our reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war and government action. This does not affect any rights to compensation you may have under the Automatic Compensation Code;
  - (c) any loss or damage caused by Sky Talk, us or any of our respective officers, employees or agents in circumstances where:
    - (i) there is no breach of a contractual obligation or legal duty of care by us or any of our respective officers, employees or agents;
    - (ii) such loss or damage was not contemplated by both you and us at the time we entered into this Contract.
  - (d) any loss or damage caused by Sky Talk, us or any of our respective officers, employees or agents to the extent that such loss or damage results from any breach by you of these Conditions unless we or our respective officers, employees, sub-contractors or agents were also in breach of a legal obligation or duty of care owed by us or them and that breach was the most significant cause of the loss or damage;
  - (e) any loss or damage caused by unauthorised use of Sky Talk;
  - (f) any loss of business, contracts, profits, anticipated savings, reputation, or revenue;
  - (g) any calls made through an alternative telephone service provider;
  - (h) any loss or damage resulting from your failure to connect to Sky Talk that was not caused by us, our employees or agents or our suppliers;
  - (i) if you are a Sky Talk Calls only customer, any loss or damage of Sky Talk due to a fault in the equipment or telephone line you use to make calls;
  - (j) any failure of monitored safety, security or other alarm systems due to incompatibility with Sky Talk, or due to the restriction or ending of Sky Talk, or any other reason which is not due to our fault or neglect.
- 9.2 We will not be liable to you (or any other person whom you allow to use Sky Talk) under this Contract, for any increase in any loss or damage suffered by you where that increase results from breach by you of any term of these Conditions.
- 9.3 Neither will we be liable to you (or any other person whom you allow to use Sky Talk) under this Contract for any special, consequential or indirect losses (losses that would not normally result from the thing that went wrong).

- 9.4 As SSSL is acting as Sky's agent, SSSL and each of its officers, employees and agents have no liability to you or any other person who you allow to use Sky Talk.
- 9.5 Nothing in this Contract will limit or exclude any liability we may have to you for death or personal injury as a result of our negligence or that of our agents, employees or sub-contractors; fraud or fraudulent misrepresentation; or any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability (for example, we cannot exclude our liability to you if we do not supply Sky Talk Services with reasonable care and skill).
- 9.6 If you have experienced a problem with a Sky Talk Service caused by Sky's failure to exercise reasonable care and skill in providing that Sky Talk Service then legal remedies are available including the right to require a price reduction by an appropriate amount (up to the full amount paid). For more information about when legal remedies are available to you visit [adviceguide.org.uk](http://adviceguide.org.uk)
- 9.7 You may be entitled to automatic compensation if:
- (a) We do not activate your Sky Talk on the day we said we would,
  - (b) You notify us of a total loss of your Sky Talk service or;
  - (c) You booked an engineer to either provision your service or fix a fault and they do not attend at the time or date originally confirmed to you.

For full details see the Automatic Compensation Code here:  
<https://www.sky.com/help/articles/auto-compensation>

If you want to exercise a legal remedy you may need to provide information to prove your claim, so please get in touch with us in the first instance so we can discuss it with you.

## 10. How this contract can be transferred and third parties

- 10.1 We can transfer our rights or obligations under this Contract to any company, firm or person provided this does not affect your rights under this Contract in a negative way.
- 10.2 This Contract is personal to you. You may not transfer your rights or obligations under this Contract to anyone else, and no third party is entitled to benefit under this Contract except pursuant to Condition 10.1.

## 11. Provision of information and consent to use

- 11.1 You authorise us to act on your behalf in all dealings with Openreach or any other network operator or our network partners in connection with the provision of Sky Talk to you and you consent to Openreach or any other network operator or network partner receiving and using your Data for the administration of your Sky Talk account, and providing us or any of our agents with your Data and other relevant information to enable Sky Talk to be provided to you.
- 11.2 You authorise us and our selected supplier(s), agent(s) and/or telecommunications carrier(s) to route your call as may be reasonably determined to provide you with Sky Talk and to administer Sky Talk Services.
- 11.3 You agree to provide us (or any person we authorise to collect it on our behalf) with any information we or our selected supplier(s), agent(s) and/or telecommunications carrier(s) reasonably require to provide Sky Talk to you and to administer Sky Talk services. We and our selected supplier(s), agent(s) and/or telecommunications carrier(s) will hold and process information obtained about you as a result of providing you with the Sky Talk Service(s).

## 12. Changes to these Conditions

- 12.1 We may change or add to any Conditions for any reason stated in Condition 17.1 or 17.2. However, if you are materially disadvantaged by this you may end this Contract under Condition 8.2(b). We will not use this right to vary the terms of any special offer which applies to you.

- 12.2 You will receive at least one calendar month's notice in writing of any changes or additions to these Conditions which are likely to materially disadvantage you. We will tell you about any other changes or additions to these Conditions on our website at [sky.com/skytalk](http://sky.com/skytalk) or through another suitable method.

## 13. How notices will be given

- 13.1 Where we are required under this Contract to give you notice in writing, we can give you this notice by:
- (a) letter, email or SMS; or
  - (b) where appropriate, via a message in the area within our online customer account on [sky.com](http://sky.com) (for example, My Sky) where we will post account information (the "Message Centre") or elsewhere in My Sky, or on your monthly bill. The Message Centre may also be available via a Sky Q box (when connected to broadband). We will alert you by email, SMS or another appropriate method if a notice has been added to the Message Centre or elsewhere in our online customer account on [sky.com](http://sky.com).
- 13.2 We will send notices using any of the contact details you have given us for this purpose (including, unless you tell us otherwise, to your primary email address). A written notice may refer you to other widely available (written or non-written) means for specific details or further information (e.g. a free phone number). In all other cases where we are required to give you notice, we may give you notice in writing or we'll notify you using another appropriate method including during a phone call, on [sky.com](http://sky.com) or, if you are a Sky TV customer, on the Sky information channel the Sky TV box tunes to when it is turned on.
- 13.3 If we send you any notice in writing with any other document, the notice will be clearly marked and, if sent by post, on a separate sheet of paper.
- 13.4 You must provide us with accurate, true and correct contact and account details. You must keep this information up-to-date and check your email regularly. We will treat notices sent to your email address as effective even if you don't access your email account or you become disconnected from it.
- 13.5 Unless otherwise stated, if you give us any notice that is required under this Contract (other than to end your Contract) it should be by calling **03442 41 41 41** or such other number we notify to you for this purpose. You can also email us at [mysky@sky.uk](mailto:mysky@sky.uk)
- 13.6 Any notice you give us to end this Contract where you have a right to do so (other than where you are exercising your right to cancel during your cooling-off period for which see 'Your Rights to Cancel Your Order' section below) must be given by phone (**03442 41 44 14**) or by using one of our online messaging options on [sky.com](http://sky.com). Notice given by these means will be processed immediately. You can also write to us (**Sky Subscribers Services Limited, PO Box 43, Livingston, West Lothian, EH54 7DD**) or e-mail us via [mysky@sky.uk](mailto:mysky@sky.uk). Notice given by these means will not be effective until we have spoken to you and verified your account (once verified, the notice will be effective from the date of the original notice). We will acknowledge written requests by return letter or email and will contact you by phone to verify you as the account holder and process your cancellation. More information on how to cancel can be found by searching 'How to cancel' in the Help section on [sky.com](http://sky.com)
- 13.7 Where you are required to give us a specific period of notice we may agree to a longer period of notice from you but we can refuse this where reasonable to do so (for example where a longer period would be complicated to administer).

## 14. Disputes

We are committed to providing you with the best possible products and services, but in the unfortunate circumstance that you have a complaint please get in touch with us straight away in any of the following ways:

- Online, you can chat to one of our online advisors or by visiting 'Contact us' in the MySky section of [sky.com](http://sky.com).
- By phone - call us on **03442 41 41 41**.

- By post, write to:  
Customer Complaints  
Sky Subscribers Services Limited  
PO Box 43  
Livingston  
West Lothian  
EH54 7DD  
UK

If you'd like to find out more about how we deal with your complaints and options for alternative dispute resolution, read our 'Complaints Code of Practice' which you will find by visiting 'Complaints' in the MySky section of sky.com. Alternative dispute resolution services for Sky Talk customers are provided by Communications & Internet Services Adjudication Scheme (CISAS) whose website is <https://www.cedr.com/cisas>.

## 15. Law and Geographical Limits

This Contract is governed by English Law, unless you live in Scotland or Northern Ireland, in which case it will be governed by Scots Law or Northern Ireland law (as applicable). Any disputes under this Contract shall be dealt with by the courts of the country whose law governs your Contract, unless you live in Northern Ireland or Scotland in which case you can choose to bring a dispute before the courts in your country or the English courts instead.

## 16. General

- 16.1 If any provision of this contract is found to be invalid or unenforceable, the remaining Conditions will continue to apply.
- 16.2 If either party fails to exercise a right they may have under these Conditions, it does not mean that right is waived.

## 17. Reasons for changes

- 17.1 We may make changes in accordance with the other Conditions of this Contract for any of the following reasons:
- (i) Sky Talk is sold as a variable service with variable prices (this means Sky Talk may be changed, altered, improved or added to at Sky's discretion). This ensures that we respond to customer needs and remain competitive;
  - (ii) We intend to change the way we structure our products and services;
  - (iii) We are introducing new products, services or features (including Optional Features)
  - (iv) The cost to Sky of providing Sky Talk increases (for example, we have to pay third parties more for use of their infrastructure or launching other new and improved customer products and services);
  - (v) Other costs associated with running Sky's business increase (for example, we invest in improving customer support);
  - (vi) To introduce new charges where the cost of running our business increases;
  - (vii) We change the way we provide products and services to you (for example, we develop new infrastructure or technology or we invest in the Sky Network to provide you with a better home telephone experience);
  - (viii) To help improve the security and operation of our technical infrastructure (for example, to prevent misuse of the Sky Network);
  - (ix) We reorganise the way we structure or run our business;
  - (x) Valid legal or regulatory reasons; or

- (xi) We change the Conditions to make them clearer or easier to understand, to reflect changes in law or to update our contracts from time to time so all our customers are on the same Conditions.
- 17.2 We provide Sky Talk on an ongoing basis and we cannot foresee what may change in the future. This means that we may need to make changes in accordance with the other Conditions of this Contract for reasons other than those set out in Condition 17.1 above.

## PART B – SPECIAL TERMS AND CONDITIONS FOR SKY LINE RENTAL CUSTOMERS ONLY

### 1. Your Telephone Line

- 1.1 Any equipment you connect to your line must be:
- (a) connected using a BT main telephone socket or approved BT connection point and/or, where we have installed one for you, an optical network terminal (“ONT”) (which at all times remains the property of Sky or its network partners);
  - (b) technically compatible with the Sky Line Rental service; and
  - (c) connected and used only in accordance with any relevant instructions, standards or laws.
- 1.2 You must not use your line to send, knowingly receive, upload, download, use or re-use material which is offensive, indecent, defamatory, obscene or menacing.

### 2. Optional Features

- 2.1 You may add a range of additional features to your telephone line at an additional cost (“**Optional Features**”). The range of Optional Features can be viewed on our website ([www.sky.com/skytalk](http://www.sky.com/skytalk)) or discussed with Sky Customer Services by calling **03442 410 499**.
- 2.2 You will be charged for each Optional Feature you choose from the time that it is provided to you. You will be charged either on a monthly subscription basis or on a per use basis, depending on your chosen Optional Feature(s). You must keep and pay for each Optional Feature for at least 30 days unless we tell you otherwise.
- 2.3 There are some Optional Features only available on a Sky Network. If your Sky Talk services are subsequently moved back to another network (for example because you have cancelled your Sky Broadband services), then you will lose access to these features.
- There may also be some Optional Features which are not available on a Sky Network.

### 3. Line installation, Faults and Repairs

- 3.1 If you are a Sky Line Rental customer and there is a fault with your Sky Talk service, you should contact Sky Customer Services on **03442 410 499**, not BT. We will try to resolve any fault within five working days of receiving notice of the fault from you.
- 3.2 Any fault investigation and repair work or installation of a new line, shall take place between **0800 – 1700 Monday to Friday**, excluding public and Bank Holidays.
- 3.3 We will be responsible for faults arising out of any act or omission by us or faults due to fair wear and tear on your line or to the ONT. We will not be responsible for any fault or wear and tear on any part of your line beyond the primary telephone socket onwards inside your home.
- 3.4 You will take all reasonable care to ensure that your telephone line and any equipment, including any



equipment we provide to you, are kept in good working order. You must not modify or in any way interfere with any equipment we provide to you. You will be responsible for the reasonable costs of engineer call outs, replacement equipment and/ or labour charges if:

- (a) you do not give the engineer access to your Address at the time agreed between you and Sky, or you do not follow our reasonable instructions to prepare your Address for the engineer's visit;
- (b) the engineer attends but finds there is no fault with your line or the ONT;
- (c) we reasonably believe that the fault was caused by you or by anyone for whom we are not responsible adding to, modifying or in any way interfering with your line, or by your equipment or any equipment we provide to you;
- (d) the fault is found to exist as a result of your failure to follow our reasonable instructions or these Conditions; or
- (e) the fault is on any part of your telephone line beyond the primary telephone socket onwards inside your home, and has not been caused by us or anyone for whom we are responsible.

We will confirm our engineer call out fees when you arrange the engineer's visit and, if condition 3.4(c) – (e) apply, we will confirm any replacement equipment costs and labour charges before we carry out any fault repair activity. Details of our standard charges are also available by calling Sky Customer Services on **03442 410 499**.

- 3.5 If you cancel an engineer's visit after it has been requested for faults and repairs of your line and the fault is ongoing or you contact us after 3.30pm (or such other time we have told you) on the working day before your appointment to re-arrange your engineer's visit for the installation of a New Phone Line we may either:
  - (a) Refund the charge paid by you for the appointment but deduct from that charge the reasonable costs that we have incurred (up to but not exceeding the full amount of the appointment charge); or
  - (b) Refund any charges you have paid but charge you a reasonable default fee where this was made known to you at the point you booked the appointment.
- 3.6 You agree to follow any reasonable instructions that we or our network partners may give you and to allow us or our network partners access to your Address if we need it. You also agree to provide a suitable and safe working environment for us, our network partners and/ or BT as our agent whilst carrying out any work at your Address, including any line installation/ activation work. You will also need to:
  - (a) prepare your premises in accordance with any reasonable instructions from Sky, our network partners or BT;
  - (b) get any necessary permissions to enable your line to be installed or repaired, including any permission to cross land or put equipment on property owned by someone else;
  - (c) provide a suitable place and conditions for equipment including connection points required;
  - (d) provide access to electricity, as reasonably required by Sky, our network partners or BT, to connect or repair your line.

## 4. Telephone numbers and transferring your number

- 4.1 You accept that you do not own any telephone number we make available to you. You agree not to sell or transfer to any other person any number provided to you or to advertise it in or on a BT phone box.
- 4.2 We may need to change your telephone number. We will try to do so only when it is reasonably necessary or when we are requested to do so by a competent authority. We will tell you before we change your number.
- 4.3 You may request us to transfer your number from another telephone provider. We will try to do this if it is reasonably practicable. If it is not reasonably practicable, we will provide you with a new number.

## 5. Indirect Access Calls

- 5.1 We may restrict your ability to make calls using a prefix number to access a different telephone provider (“**Indirect Access Calls**”) at any time by giving reasonable notice. Please see conditions 5.3 and 5.4 of Part A of this Contract which explain the circumstances in which we will notify you of this change and your options.
- 5.2 If we allow you to make Indirect Access Calls, these calls may be billed by the service provider you have chosen, and may not appear on your Sky Talk bill. You will have to pay us for any Indirect Access Calls appearing on your Sky Talk bill.

## GROUP COMPANY DETAILS

Sky Subscribers Services Limited (Registration No. 2340150) are direct or indirect subsidiaries of Sky plc (Registration No. 2247735). Sky UK Limited, Sky-In-Home Service Limited and Sky Subscribers Services Limited are all incorporated in England and Wales and share the same registration office at Grant Way, Isleworth, Middlesex TW7 5QD. Easynet Telecommunications Limited is incorporated in England and has its registration office at 44-46 Whitfield Street, London, W1T 2RJ.

## NOTICE OF YOUR STATUTORY RIGHT TO CANCEL IN YOUR COOLING OFF PERIOD:

Please refer to your Contract for information about when and how you can end your Contract once your cooling off period has ended.

**Cancellation period:** You have the right to cancel your order for Sky Talk without giving any reason any time up to 14 days (“cooling off period”) from the later of:

- (i) activation; or
- (ii) receipt of the relevant terms and conditions for your service.

Sky may offer an enhanced cooling off period from time to time which we will advise you of at the time of your purchase.

**How to cancel:** Any cancellation within this timeframe must be in accordance with this notice. You can cancel your Sky order by:

- (i) calling **03442 41 44 14**;
- (ii) writing to Sky Subscribers Services Limited, PO Box 43, Livingston, West Lothian EH54 7DD; or
- (iii) by visiting the “Contact Us” section at [sky.com](http://sky.com) and completing the online cancellation form.

You must give your name, customer account number, address, post code, telephone number and, where available, your e-mail address in order to cancel your order. If you cancel in writing we will send you an acknowledgement of receipt by e-mail, or letter if we do not have an e-mail address for you.

**Effects of cancellation:** If you cancel a contract during your cooling off period we will refund to you all payments received from you, but if you requested a service to begin during the cooling off period, you must pay us an amount which is proportionate to the service provided up to the point you cancelled your order, including any chargeable Sky Talk calls you have made. You will not receive a refund for any one-off fees for activation or set up services if you cancel a service after activation. If you order a New Phone Line and you do not cancel your order before 3.30pm on the working day before your New Phone Line is activated, we will

not refund that charge because we will incur costs which we cannot recover. If you cancel Sky Talk after the switch of your services from your previous provider has been actioned, it may not be possible to prevent the loss of your existing telephone service so you agree that we may provide your Sky Talk Service(s) in order to prevent you losing all telephone services.

**Refunds:** We will make any refund due to you (less any deductions due to us) without undue delay and not later than 14 days after the day we are informed of your request to cancel. We will make the refund using the same means of payment that you used when you placed your order, unless you have agreed otherwise. These cancellation rights do not affect your legal rights. If you require any advice on your legal rights, you can refer to [www.adviceguide.org.uk/](http://www.adviceguide.org.uk/).



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