

# **Rebel**

**Wi-Fi that actually works**

## **Terms and Conditions**

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# REBEL INTERNET CUSTOMER TERMS AND CONDITIONS

By using your Rebel services, you are agreeing to the terms and conditions set out below, including any changes to them. These terms set out the Agreement between:

You (“the customer” or “you”) and;

Rebel Broadband UK Limited (Company Registration Number 13761072 and VAT Registration Number 397139063) of 5 New Street Square, London, UK EC4A 3TW (“Rebel”, “Rebel Internet”, “Rebel Fibre”, “Rebel Wi-Fi”, “us”, or “we”).

These standard terms and conditions apply to all customers when they take services from us. There are additional terms and conditions that apply when you take a particular service from us, which are set out below. If there is any disagreement between these terms and any product terms, then these terms will apply.

We have tried to make these terms and conditions easy to understand. If you have any questions that aren’t dealt with here, please see our knowledge hub (<https://rebelinternet.uk/knowledgehub>) or email us at [support@rebelinternet.uk](mailto:support@rebelinternet.uk).

## 1. INTRODUCTION

We are Rebel Broadband UK Limited. You may know us as “Rebel”, “Rebel Internet”, “Rebel Fibre”, or “Rebel Wi-Fi”. We provide Wi-Fi, broadband, and home phone services.

## 2. ORDERING SERVICES FROM US

- 2.1 You can order our services online through our website at <https://rebelinternet.uk>. We can only provide services at a permanent location and are not able to provide services on a temporary basis.
- 2.2 If you order services from us, you confirm that you are at least 18 years old.
- 2.3 When you place an order, we will notify you by email to confirm our acceptance. Our agreement with you starts on the date that we send email confirmation of your order to you.
- 2.4 We are not obligated to accept your order or provide you with services until you receive this email confirmation and we have received any initial payment which may be due for the services. Please note that services are also provided subject to your compliance with these standard terms.
- 2.5 Some services may not be available to you if you fall outside of our network. We will tell you if this applies to you.

## 3. MINIMUM SERVICE PERIOD

- 3.1 Rebel does not force customers into long-term contracts. As such, there are no “minimum service periods”. Rebel does have a cancellation policy (see the ‘CANCELLING YOUR SERVICES’ section).
- 3.2 The date Rebel makes the service available to you is known as the “Activation Date” or the “Start Date”. This date was selected during your order process.
- 3.3 Any terms relating to a minimum service period, or the lack of one, do not affect your statutory right to cancel (known as a “cooling-off period”).

- 3.4 Unless you cancel, we will continue providing you with the same services at the same monthly price. Any price changes, as outlined in clause 13, will apply.

#### **4. INSTALLATION AND ENGINEER VISITS**

- 4.1 We may ask you to install some equipment yourself but if we do, we will give you instructions on how to do so.
- 4.2 During installation, you may temporarily lose your internet or telephony services for a period (particularly if you are transferring from another service provider).
- 4.3 Our engineers, or the engineers of our partners (such as Openreach), may need to visit your property from time to time to install the services or equipment, carry out routine repairs or upgrades, or respond to a call from you regarding a potential fault with the services or equipment. The engineer will not be responsible for connecting any equipment we have not provided (for example a games console or routers and Wi-Fi extenders purchased elsewhere).
- 4.4 We will agree an appointment date with you, but we may have to change the date, in which case we will try to give you as much notice as we can.
- 4.5 You must give us three business days' notice if you need to change or cancel an engineer's appointment.
- 4.6 We will charge you £115.00 for an engineer's visit if:
- (a) there is no one over 18 years old present and authorised by you to make decisions in relation to our services and equipment;
  - (b) you fail to give three business days' notice to cancel or change the appointment under clause 4.5;
  - (c) you report a fault, but the engineer discovers the fault was not due to our services or equipment or the reported fault was not found;
  - (d) you provide an incorrect address;
  - (e) our engineer is required to undertake work over and above what we would normally carry out (e.g., you require a different location for the installation of your ONT in a location suboptimal for the Openreach Engineer or we have to move your telephone master socket);
  - (f) our engineer arrives at your property and upon inspection the property or your equipment is unsafe;
  - (g) our engineer arrives at your property, but you no longer wish the work to be carried out; or
  - (h) our engineer cannot access or is refused access to your property for any reason.

#### **5. SUPPLY OF SERVICES**

We will provide the services to you until our agreement either expires, is terminated by us, or cancelled by you in accordance with these terms.

#### **6. REPAIRS AND MAINTENANCE**

To maintain the quality and safety of our services we may from time to time suspend, close, or restrict some or all of the services to carry out repairs, maintenance or improvements. We will try to give you as much notice as we can before we do this. Unless it is an

emergency, we will usually carry out repairs, maintenance, and improvements outside of peak usage times to minimise the impact on your use of the service.

## **7. USING THE SERVICES**

- 7.1 You must use the services in good faith and in line with what would generally be considered to be typical usage for the type of service.
- 7.2 You must not resell the services.
- 7.3 You are responsible for the way the services and equipment we provide are used and you must comply with all applicable laws and instructions from us in relation to the services and equipment.
- 7.4 You will keep all passwords and usernames secure and confidential and not make them available to other people. You will tell us immediately if your username or password become known to someone else. If we have reason to be concerned about access to your account, we may change or suspend your password and username from time to time and we will let you know if we do so.
- 7.5 You are responsible for:
- (a) obtaining and paying for any third party services, permits or licenses needed for connecting to and accessing our services and equipment (e.g., telecommunications services). We may also require you to enter into a separate license with the owner of any software we provide to you (as part of the services) where the software is not owned by us;
  - (b) any form of automated dialling system which you have set up (including, but not limited to, the reliability of such system and any call costs which may be incurred because of its use); and
  - (c) the configuration of your internal network. Any interruption of the services resulting from that configuration shall not be regarded as an interruption or suspension of the services provided by us.
- 7.6 You may use the services to link to other networks worldwide, if you always comply with any policies or terms and conditions imposed by the operators of such other networks.
- 7.7 You must not do any of the following acts or allow anyone else to do the following acts in relation to the services and equipment:
- (a) breach any applicable law, commit fraud or any other criminal offence or unlawful activities;
  - (b) send, communicate, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene, menacing, or cause annoyance, inconvenience or needless anxiety or are intended to deceive;
  - (c) send, communicate, knowingly receive, upload, download, or use any material which is in breach of copyright, confidence, privacy or any other rights;
  - (d) download, possess, or transmit in any way illegal material;
  - (e) "spam", send or provide unsolicited advertising or promotional material or, knowingly receive responses to any spam, unsolicited advertising or promotional material sent by any third party;

- (f) use the services or equipment in a way which could harm the services or equipment, or which could negatively affect our business or reputation or our other customers;
- (g) breach any of our Policies or any other third-party licenses which apply to the services or equipment;
- (h) copy or modify the software unless you are legally allowed to;
- (i) copy, redistribute or publish any material or information in breach of any rights of a third party (including intellectual property rights);
- (j) circumvent any security measures in the services; or
- (k) perform any unauthorised IP or port multicasting, spoofing, broadcasting, vectoring, filtering translation or routing; or
- (l) use your services in such a way, or in such amount, that will have an adverse impact on our network (or any part of it), our customers or our brand or that contravenes any of our applicable acceptable use policies or general internet standards.

7.8 You agree that we may:

- (a) scan any IP addresses allocated to you for anything which may present a potential risk to our network or to other internet users; and
- (b) refuse or terminate the display of any material or information provided by you which we believe breaches any applicable laws or third-party rights (including intellectual property rights).

7.9 If, as a part of the services, you are provided with web space to enable you to upload your own websites, you are responsible for any material on your websites and will indemnify us against all costs, claims, losses, expenses, damages, awards, proceedings, demands and other liabilities we suffer in connection with any material on your website.

7.10 If you breach our Agreement in any way we may, at our sole discretion, without notice or refund either:

- (a) suspend or terminate our Agreement;
- (b) make an additional charge; or
- (c) block access to or suspend any part of the services or equipment.

7.11 You must have all the necessary consents or permissions required for us to provide a service (e.g., permission to lay fibre cables from the street to your home or, if you are a tenant, your landlord's consent).

7.12 You and any additional user may not use any logos or trademarks of Rebel in any way which could damage or undermine the owner's reputation.

## **8. FAULTS**

8.1 While we will try to ensure that the services are of a high quality, we do not give any guarantee that the services will be uninterrupted or free from error. Where necessary for commercial, technical, or other reasons a third-party network or service provider we use may suspend or terminate their connection to the services. You agree that suspension or termination will not constitute a breach by us of the Agreement and that the services are provided on an "as is" basis without guarantee of any kind.

- 8.2 If you are experiencing a problem with your services, you should first review and reference our knowledge hub (<https://rebelinternet.uk/knowledgehub>).
- 8.3 If the online support pages do not remedy your situation, you must report any fault with the services or equipment as soon as possible by email sent to [support@rebelinternet.uk](mailto:support@rebelinternet.uk).
- 8.4 You acknowledge that any fault with the services or equipment may take some time to resolve while the cause is identified, and a repair is carried out. You agree that you will allow us a reasonable period to investigate and resolve any fault with the services or equipment. You must continue to pay your bills while we investigate.

## **9. BROADBAND**

- 9.1 We will endeavour to activate your broadband service by the date notified to you following your order, however, all dates are estimates and we cannot guarantee that they will be met.
- 9.2 When the broadband service is being activated at your premise, you may lose your telephone service for approximately two hours as your existing connection needs to be adjusted to allow you to access the broadband service. We will endeavour to make any loss of telephone service as brief as possible, however, where we need to work with a third-party to make your connection the timing may be outside of our control.
- 9.3 We cannot accept any liability for any costs, expenses, losses, damages, or other liabilities (howsoever arising) which you may incur because of the timing of the activation or the period of any loss of service referred to in clause 9.2 above.

## **10. BROADBAND SPEEDS**

- 10.1 Rebel follows the Committee of Advertising Practice (CAP) guidance on the interpretation of the UK Code of Advertising (the CAP Code) in relation to non-broadcast marketing communications. This guidance took effect from 23 May 2018.
- 10.2 Where advertisers make a numerical speed claim for broadband services, CAP and The Broadcasting Committee of Advertising Practice (BCAP) recommend that they should be able to demonstrate that the speed is achievable for at least 50% of the relevant customer base at peak time (defined by Ofcom as between 8pm and 10pm).
- 10.3 We support this standard and may use the phrase “estimated speeds” in our marketing. These Estimated Speeds are based on the download speeds of at least 50% of our customers based at peak times (8pm-10pm) to the ONT.
- 10.4 We will try to ensure you experience the estimated speeds; however, we cannot guarantee it. It may take up to two weeks from installation for your speeds to stabilise.
- 10.5 Upload and download speeds can depend on various factors, e.g.:
- (a) type of connection (i.e., wired or wireless)
  - (b) capability of your device or computer;
  - (c) number of connected devices in your property; and
  - (d) home environment

## **11. USING OUR EQUIPMENT**

- 11.1 We will provide equipment to you (“Loaned Equipment”) for the duration of our Agreement. The equipment can include routers, Wi-Fi SuperPods, and may include other broadband related equipment.

- 11.2 The Loaned Equipment is owned by us and will always remain our property or our suppliers' property. Rebel Wi-Fi service charges are variable and based on the quantity of Loaned Equipment, however, the individual equipment is loaned to you at no cost. Loaned Equipment must not be taken outside the UK.
- 11.3 Any Loaned Equipment we provide will be tested by us and configured to meet your basic network and internet specifications, but we cannot support any alterations you make to the configuration of that equipment.
- 11.4 If you believe any item of our Loaned Equipment to be faulty, you must notify us immediately. Upon receipt of our equipment, you must inspect the equipment and tell us about any issues within 14 days.
- 11.5 You are responsible for making sure that our Loaned Equipment is used safely and properly including, but not limited to:
- (a) keeping the equipment secure on your property and insuring such equipment against loss, theft or damage;
  - (b) following all instructions we give to you and any manufacturer's instructions;
  - (c) maintaining appropriate anti-virus protection;
  - (d) setting and keeping up to date any parental controls or any other controls if available for a service;
  - (e) not tampering with or damaging any part of our equipment;
  - (f) allowing us, if applicable, to connect remotely to any such equipment to manage, repair, or upgrade it; and
  - (g) allowing us access to your premises for the connection, maintenance, modification, replacement, or removal of such equipment.
- 11.6 We are only responsible for, and can only support, Loaned Equipment provided by us during our Agreement. We cannot guarantee that the services will work with other equipment and certain equipment may be restricted to use only on our network or with a certain package offer.
- 11.7 You may not connect equipment to our network that may harm it or other customers' equipment or services. If you do, you must immediately disconnect it.
- 11.8 Loaned Equipment may be "as new", which means it has been refurbished or repackaged but looks and operates as new.
- 11.9 You agree to tell us immediately about any loss or damage to our Loaned Equipment by contacting us at [support@rebelinternet.uk](mailto:support@rebelinternet.uk). You are responsible for any loss of or damage to our Loaned Equipment and we will charge you for such loss or damage. If Loaned Equipment is lost or stolen you will be charged the full original equipment value, £115.00 for a Superpod 5 and £190.00 for a Superpod 6, for each device. Once you have paid this charge, we will replace the lost or stolen equipment. You will still be obligated to pay the monthly service fee as agreed in your contract during this period.
- 11.10 If this Agreement ends or you wish to upgrade the Loaned Equipment we provide, we ask you to return the Loaned Equipment to us. You are responsible for this Loaned Equipment until we receive it. If you fail to return the Loaned Equipment, we will charge you the recovery costs and the full original equipment value.



- 11.11 You must send back all Loaned Equipment within 14 days of cancellation. You will bear the direct costs of returning the Loaned Equipment. If the returned equipment is worth less than its original value due to use or damage, you will be liable for this difference in value. If you do not return the Loaned Equipment within 14 days of cancellation, you will be liable for the full original equipment value. If you are liable for any damage to the Loaned Equipment or for failing to return the Loaned Equipment, we will bill you these charges, and process the payment through Direct Debit.
- 11.12 Payment for failure to return the Loaned Equipment does not transfer ownership to you, the Loaned Equipment always belongs to Rebel.

## **12. PAYING FOR THE SERVICES**

- 12.1 You must pay the charges for our services and equipment as agreed when you order your service. You must have a continuous payment method, Direct Debit, always set up with us.
- 12.2 We will bill you in advance for your monthly services. We will use your payment method, Direct Debit, to collect your payments on or around the date stated on your bill. Typically, your bill will be processed monthly. You must pay our bills by the due date stated on your bill.
- 12.3 Your bill will be available for review electronically. You can find your bill in your Customer Portal, and you will receive an email via GoCardless, our payment partner, in advance of your monthly direct debit.
- 12.4 We will usually send reminders to you for late bill payments. If you fail to make payment by the due date, we may:
- (a) terminate the Agreement, in whole or in part immediately on giving you written notice;
  - (b) charge you a reasonable fee to cover our costs;
  - (c) require you to make regular instalment payments in advance on account of any future charges; or
  - (d) suspend your service or take such other measures to restrict the services or recover payment as we may consider appropriate.
- 12.5 All charges include VAT.
- 12.6 You agree that you will notify us as soon as possible of any change to your bank account details. Any change to your bank account details should be communicated through the Customer Portal.
- 12.7 If you have a problem paying your bill, please contact us at [support@rebelinternet.uk](mailto:support@rebelinternet.uk) as soon as possible.
- 12.8 If you think your bill is incorrect, please contact us immediately at [support@rebelinternet.uk](mailto:support@rebelinternet.uk) so we can investigate. You must pay all undisputed charges. We will not suspend or end a service while we investigate disputed charges.
- 12.9 If you do not pay any undisputed part of your bill by the due date, then we will charge a reasonable administration fee or interest on the overdue amount at 4% a year above the base rate of HSBC Bank plc from time to time. Interest shall accrue daily from the due date to the date of actual payment, whether before or after a court judgment. Additionally, we will notify credit reference agencies of your non-payment.

- 12.10 At the end of a service, all outstanding sums, and any cancellation charges, including those we may incur from a third party for disconnecting your service or those we incur from a debt-collection agency, will become immediately due and payable.
- 12.11 We might transfer your debt to any other business (in which case, your personal information will also be transferred) who may then try to recover the amount in a way it considers suitable.
- 12.12 Some customers, based on the outcome of a consumer credit review, will need to provide an upfront deposit to place an order for Rebel services. No customers are forced to provide a deposit, but they will be required to place a deposit if they do not pass Rebel's credit review, and they want Rebel service. This customer deposit will be maintained by Rebel and repaid at the end of the customer agreement after the customer has fully paid their bills and the Loaned Equipment is returned in an undamaged condition.
- 12.13 If bills are unpaid or the Loaned Equipment is damaged and the customer is charged for the damaged equipment as outlined in Clause 11.11, then Rebel will use the customer deposit towards any unpaid bills. If the use of the customer deposit towards unpaid bills is required and there is money remaining from the customer deposit, it will be returned to the customer. If the amount of unpaid bills is more than the customer deposit, then the entire customer deposit will be applied to the bills, and the customer will receive an invoice for the remaining amount.

### **13. INDEXATION (ANNUAL PRICE INCREASES)**

- 13.1 Rebel may on or after 1 April 2024 and on an annual basis thereafter vary the monthly service fees and one-time charges in line with CPI or 0%, whichever is higher. This price change will be applied to your service fees and will be in effect for the remainder of the year. This price change applies to each of your services and is applied regardless of whether you are within your minimum service period or not. Price indexation allows us to provide you with premium services while also recognising that our costs also increase annually by CPI.
- 13.2 The price change will be based on the Consumer Price Index (CPI) October 12-month rate published by the Office for National Statistics (ONS) as measured on 31 October of the previous calendar year (but not including any negative rates).
- 13.3 A floor of 0% applies on indexation to monthly service fees and one-time charges. This means that if the CPI rate for the 12-month period is negative, then there will not be a price change.
- 13.4 If CPI is greater than 0%, the price change will be calculated by multiplying your existing charges by the CPI rate and rounded to the nearest pence.
- 13.5 For example, the CPI 12-month rate announced for October 2020 was 0.7%. All relevant customers' monthly prices from 01 April 2021 onward would see an increase of 0.7%. If you normally paid £35.00 per month for your broadband service, then your new monthly charge would be £35.25.

### **14. CHANGES TO YOUR CONTRACT**

- 14.1 We will not change the monthly charges, excluding the CPI related price indexation outlined in clause 13, unless required to do so by a regulatory body.
- 14.2 We may at any time make changes to the terms of our Agreement and/or the services and equipment if:
- (a) we believe changes are necessary to improve the services for the benefit of our customers;

- (b) there is a technical or operational reason for such changes;
- (c) there is a change in the law or regulation of the services or equipment;
- (d) we need to clarify our terms, or we wish to have all our customers on the same terms; or
- (e) there is a change in circumstances which we could not have predicted, and which means a change is necessary.

14.3 If we make changes, we will try to give you at least 30 days' notice unless:

- (a) the change is minor and does not affect you significantly; or
- (b) the change is for legal or regulatory reasons.

14.4 If we make a change that is to your significant disadvantage outside the conditions of this Agreement, you should notify us as soon as possible. If we are unable to undo that change, you may end our Agreement without penalty by giving us at least 30 days' notice. Your notice must be given within 30 days of the changes being notified to you. You will not have to pay any charges for the remainder of any minimum period which may apply to the services.

## **15. CHANGING YOUR SERVICES**

15.1 If you want to upgrade your broadband package, purchase additional services (e.g., Rebel Wi-Fi), or purchase additional Wi-Fi SuperPods, you can do this through your Customer Portal at <https://my.rebelinternet.uk/login>.

15.2 If you want to downgrade your broadband package, contact us at [accounts@rebelinternet.uk](mailto:accounts@rebelinternet.uk).

## **16. FTTP UPGRADE GUARANTEE**

16.1 If you order the Rebel Fibre product and Rebel can upgrade your home to a full-fibre (FTTP) network, then you are eligible for a free FTTP installation upon the following conditions:

- (a) your account is in good standing, meaning all your bills have been paid; and
- (b) you have not given notice of cancelling your service; and
- (c) you select a Rebel FTTP speed package.

16.2 The upgrade requires a fibre installation and engineering visit to setup. See clause 4.

16.3 If you are eligible for this upgrade, Rebel will contact you via email or phone to outline the upgrade opportunity and determine if you want to accept the free FTTP upgrade.

## **17. COOLING-OFF PERIOD**

17.1 When you order Rebel services, you have a legal right to cancel an order within 14 days from the date we confirm your order (make our Agreement). This period is referred to as the "cooling-off period". For example, if you order your services on the 1st of February and we send you an order confirmation email on the 1st of February, then our agreement starts on the 1st, and you may cancel the agreement no later than the 15th of February.

- 17.2 To exercise this right, you must inform us of your decision to cancel your order in writing by email to [accounts@rebelinternet.uk](mailto:accounts@rebelinternet.uk). We will send you acknowledgement of receipt of your request to cancel.
- 17.3 If you ask us to commence the services before the 14-day cooling-off period has ended, your right to cancel ends. This is applicable when your Activation Date is prior to the end of the 14-day period. If you cancel a service before your Activation Date, you may have to pay for any charges Rebel incurs to prepare to activate your service(s) or cease your order.
- 17.4 You must send back all Loaned Equipment within 14 days of cancellation per clause 11.11.
- 17.5 We may have discounted certain equipment or services or provided them for free. If so, and we still must pay someone else for these (e.g., we must pay Openreach for your fibre broadband installation or we must pay our software partner for your services) you will have to pay us the difference between what you paid and what we must pay.
- 17.6 If you cancel your order within the cooling-off period, we will reimburse any payments received from you by the same means of payment. We will make the reimbursement within 14 days of your notice of cancellation unless we have supplied any equipment to you; in which case we will make the reimbursement within 14 days of receipt of the returned equipment. Your refund will be net of any charges per clauses 17.3, 17.4, and 17.5.

## **18. CANCELLING YOUR SERVICES**

- 18.1 You can cancel the Agreement or any part of the services at any time by giving us 30 days' notice in writing. Should you wish to cancel a particular service, you must do so via email to [accounts@rebelinternet.uk](mailto:accounts@rebelinternet.uk). We will send you acknowledgement of receipt of your request to cancel. If you do not provide notice to us directly and if you are transferring to another broadband provider, once we receive notification from them, we will consider that date the start of your 30 days' notice period.
- 18.2 Your service will cease 30 days after you provide notice. That day will serve as your "Cease Date." Based upon your billing cycle, Rebel will pro-rate your monthly service fees to end on your Cease Date.
- 18.3 If you have multiple services and cancel one service, this does not mean that all services will be automatically cancelled. You must follow the applicable cancellation process for each service you receive from us.
- 18.4 You must send back all loaned equipment within 14 days of cancellation, per clause 11.

## **19. SUSPENSION AND TERMINATION**

- 19.1 Without affecting our other rights to terminate the Agreement, we may terminate the Agreement for all or any of the services on 30 days' written notice to you without incurring any liability. The date your services will end will serve as your "Termination Date."
- 19.2 If we terminate the Agreement or any services under clause 19.1, we will refund any charges paid for any period of service after the Termination Date. Any refund due will be made direct to your bank account. Should you fail to provide suitable bank account details to allow a refund to be made, you will lose the right to such refund.
- 19.3 You agree that we may suspend, restrict, or terminate the services and/or terminate the Agreement immediately at any time without prior notice or refund to you, and without affecting any of our accrued rights or claims:

- (a) where we reasonably believe that the services are being used in breach of applicable laws;

- (b) where your usage of the services is in excess of what we would expect from a typical customer;
- (c) where we are required to do so by a government or regulatory authority;
- (d) for late payment of the charges or any other sum due from you under the Agreement;
- (e) if you or anyone else using a service act towards our staff or agents in a way which is unsuitable or serious enough to justify suspending or ending a service;
- (f) in the event of your bankruptcy or death;
- (g) where we believe your services or bank details have been used fraudulently;
- (h) for any other material breach of the Agreement by you; or
- (i) where you have intentionally breached the Agreement in any other way.

19.4 You acknowledge and agree that our resources, used in providing the services, are limited and that any reckless or wasteful use of the services by you may affect those resources and the services provided to our other customers. You agree that we may suspend or terminate your access to the services where we decide, acting reasonable, that you are using the services in a reckless or wasteful manner.

19.5 Where we suspend, restrict, or disconnect a service, your Agreement will continue (this will not constitute a termination of the Agreement) and we will require you to pay:

- (a) our reasonable costs for suspending or restricting the services and resuming them; and
- (b) your charges.

## **20. MOVING HOME**

20.1 If you are moving home, you need to let us know at least 30 days in advance so we can transfer your services without disruption. Written notice is required and sent via email to [accounts@rebelinternet.uk](mailto:accounts@rebelinternet.uk).

20.2 Depending on the location of your new home, we may or may not be able to provide you services or the equivalent broadband speed as your current service.

20.3 If we can provide you service at your new home, then a continued service will be provided at your new address. If your equivalent service is available, you will be able to maintain that service or upgrade to a higher speed, you will not be eligible to downgrade services if the equivalent service is available.

20.4 If we cannot transfer your service because service is unavailable, then your services will be cancelled and the standard cancelling of services terms apply, as outlined in Section 18. You will also need to return all equipment as outlined in Section 11.

## **21. REFERRAL PROGRAMME**

21.1 The Referrer and Recruit will each receive a Reward when the Recruit successfully purchases and installs Rebel services in their home and has been a customer for 30 days post Activation. If the Recruit cancels within 30 days post Activation, then neither the Referrer nor the Recruit will receive the Reward.

21.2 The Programme is open to Referrers and Recruits who are over 18 and are residents of the UK.

- 21.3 The Recruit agrees that their name and total referral count may be shared with the Referrer and other Rebel users.
- 21.4 Recruits must not be current customers or a Rebel customer in the preceding 12 months.
- 21.5 The Recruit must use the Referrer's unique link or referral code during the order process to be eligible. Referrals claimed retrospectively are not eligible and will not be rewarded.
- 21.6 Rebel is not responsible for failure to issue rewards resulting from an incorrectly quoted unique link or referral code.
- 21.7 Rewards are not transferable and may not be auctioned, traded, bartered, or sold. Upon termination of the Programme or any portion thereof for any reason, or upon cancellation of a User's Rebel account for any reason, any unredeemed Rewards accumulated by the User are forfeited.
- 21.8 Every Reward advertised on Rebel's website will be subject to this Contract. In addition, the Reward will be subject to any specific or bespoke terms notified to you at the time you register for the Programme.

## **22. OUR RESPONSIBILITIES TO YOU**

- 22.1 We are only liable for losses that could reasonably be expected to occur when we entered into our Agreement.
- 22.2 Whether or not losses could reasonably be expected to occur when we entered into our Agreement, we will not be liable to you under the Agreement for:
  - (a) any fault in any equipment caused by tampering or negligence (unless caused by us) or by your failure to follow our reasonable instructions or comply with any of the terms of our Agreement;
  - (b) any loss or damage caused by viruses or unauthorised use of, or attempts to access the services or equipment;
  - (c) any loss of business, contracts, profits, anticipated savings, reputation, or revenue;
  - (d) loss of income;
  - (e) loss of time;
  - (f) problems caused by other network operations / providers of telecommunications services;
  - (g) losses caused by third party services, applications, equipment of goods, content, or viruses that you access or use through the services;
  - (h) the failure of any alarm or monitoring (including health) system or any other services, applications equipment or good not provided or supplied by us that you try to run over our network or services;
  - (i) your use of any modem, wireless router, or any other equipment that we have not supplied to you to access our services;
  - (j) any loss or corruption of data or information;
  - (k) any other reason which is not due to our fault or neglect; or

- (l) any special, consequential or losses that would not normally result from the thing that went wrong (known as 'indirect losses').

- 22.3 You acknowledge that the internet is separate from the services and that use of the internet is at your own risk and subject to applicable laws. We have no responsibility for any goods, services, information, software, or other materials which you may obtain from a third-party when using the internet and we will not be liable for any loss, costs or damages incurred by you in any dealings you may have with other individuals or organisations while use the services.
- 22.4 We may exercise editorial control over the content of our servers and block access to certain third-party material. However, you acknowledge that we do not have the resources to ensure, nor are we capable of checking, the full content of our servers at all times. We are not able to control the content of the internet. You, therefore, agree that we shall not be held responsible for the publication, transmission, or information of any kind, other than information which is inserted by us. You specifically acknowledge that we have given no warranties as the quality, content, or accuracy of the information received through, and as result of the use of, the services or equipment.
- 22.5 Our total liability to you is limited to the lesser of the amount of charges paid by you to us in accordance with the Agreement or £1,000 (one thousand British Pounds).
- 22.6 Nothing in these terms excludes or limits our liability for anything we cannot exclude or limit by law.

## **23. PERSONAL DATA**

- 23.1 You agree that we may hold information provided by you to us in a computerised database. You agree that such data may be processed and may, in certain circumstances, be supplied to and processed by our suppliers, to enable the provision and maintenance of the equipment and/or services. We set out in detail how we hold and process your personal data in our Privacy Policy (<https://www.rebelinternet.uk/hubfs/PrivacyPolicy.pdf>).
- 23.2 We try to keep your data and communications secure; however, for reasons beyond our control, these may be unlawfully intercepted. If they are, we will investigate and advise on next steps.
- 23.3 You should always back up your data to protect against loss or corruption.
- 23.4 You acknowledge that we may, from time to time, be required under certain laws and regulations to cooperate with and disclose data to government or other bodies and/or authorities.
- 23.5 We will only use your information in accordance with our Privacy Policy (<https://www.rebelinternet.uk/hubfs/PrivacyPolicy.pdf>), which you agree to by ordering and using a service.

## **24. NOTICES**

- 24.1 You agree to keep the contact details which you have provided to us up to date.
- 24.2 Any notice or other information to be served by us on you in accordance with the Agreement will be validly sent if in writing and sent by email to your last known email address. We will treat notices sent to your email address as effective even if you don't access your email account or become disconnected from it.
- 24.3 Any notice served by you on us must be in writing sent by email and shall be deemed to be delivered when the email is sent and delivered to the appropriate email address as outlined in these Terms and Conditions.

## **25. OTHER MATTERS**

- 25.1 We can transfer our Agreement to another company provided this does not adversely affect your rights under our Agreement.
- 25.2 Our Agreement is just between you and us and no one else can enforce it. You may not transfer your rights or obligations under this Agreement to anyone else, and no third-party is entitled to benefit under the Agreement except pursuant to clause 23.1.
- 25.3 We will not be liable for failing to perform our obligations under the Agreement if we are prevented from doing so by something outside of our reasonable control (including but not limited to war, terrorist activities, civil disorder, industrial disputes, damage or vandalism to our systems or equipment, lightning, flood or severe weather conditions, fire or explosion, actions of local or national government or other authorities). If any event continues for more than 90 days, then we may terminate the Agreement immediately.
- 25.4 Certain services are provided by third parties (e.g., HomePass by Plume). To use these services, you may need to download a third-party app and accept their terms and conditions and/or privacy policy. You will need a mobile device to access such third-party services.
- 25.5 Each of the clauses and sub-clauses of our Agreement operate separately. If any court or other relevant authority finds any of the terms of our Agreement to be invalid or unenforceable, the other terms of this Agreement will not be affected and remain in full force and effect.
- 25.6 If we delay in taking any steps under our Agreement against you for breaching our Agreement, that does not prevent us from taking steps against you later.
- 25.7 Our Agreement is governed by and interpreted in accordance with the laws of England and Wales (or the laws of Scotland or Northern Ireland if you live there). Any dispute arising in connection with the Agreement will be subject to the exclusive jurisdiction of the courts of England and Wales (unless you choose the courts of your home in Scotland or Northern Ireland).