MANX TELECOM TRADING LIMITED
CONSUMER GENERAL TERMS AND CONDITIONS (FOR CONTRACTS TAKEN OUT ON OR AFTER 1ST JULY 2018)

IMPORTANT INFORMATION

These General Terms and Conditions are for Consumers only. If you are a Corporate/Business, please refer to our Business General Terms and Conditions.

This is an important document as it sets out your legal rights as a customer of Manx Telecom Trading Limited and the terms upon which Manx Telecom Trading Limited will provide our services to you (our customer). Your legal rights, as our customer, are provided in these terms and conditions, the order that you gave to us and we accepted and any service descriptions and attachments to your accepted order.

If you use any of our services, then you will be deemed to have accepted these terms and conditions and any terms contained in your accepted order and any service descriptions and attachments.

OUR SERVICE

1. If we accept your verbal request or any order form that you submit to us, either by post or electronically, then we promise to provide you with each of the services that you request from us.

2. For all services that you request from us please refer to the relevant Services Description for the service you have taken in addition to these terms and conditions and any Order Form that you may have submitted to us.

SERVICE QUALITY

3. We will try our hardest to provide you with the services on the date that we have agreed with you. However, if we do not meet a previously agreed date, then we do not offer compensation for any delays that may occur. If you do not confirm a delivery date within three (3) months of order placement then we may cancel your order by providing you with ten (10) days' notice.

4. We will aim to provide you with a continuous, high-quality service, but we cannot guarantee that the service will never be faulty.

5. If any of our services develops a fault, then we will carry out repairs in accordance with the type of repair service that you have chosen. Please see our code of practice (that is published in the Isle of Man telephone book) for further information regarding our repair services.

6. In the following circumstances, you may be required to pay extra charges as provided in our price list (which will be in addition to our standard charges for our services that will normally be listed on your order form):

(a) if you require us to repair a fault outside the hours covered by your chosen repair service; or

(b) if you tell us there is a fault in our service, but we find either that no fault exists or that someone or something at your premises other than us has caused the fault.

(c) if we make an appointment with you to gain access to your premises and we are unable to gain access at that agreed time, abortive visit charges may apply.

OUR CHARGES

7. Please refer to your order, the relevant Service Description or Service Attachment, our price list or our bills for more details on our charges. Our charges will be dependent on the service(s) you select. Certain terms, conditions and exclusions may apply to particular services and these details are included in our price list and form part of these General Terms. Where there is a discrepancy with published prices, then our price list shall take precedent.

OUR BILLS

8. Our first bill will be sent to you shortly after our service commences, with future bills being sent either monthly, quarterly or annually depending on the service taken or at any time if we feel that your use of our services makes it necessary.

9. Unless you have selected our e-bill services or the issue of a bill is not relevant to the services you have taken, then we will send your bills to the address that you provided to us when you ordered the services from us, unless you tell us otherwise.

10. We may ask you for a payment before one is normally due or as security for payment of your bills when you first ask us to provide our services to you.

11. Where you have taken Services from us that incur a rental charge, you must pay us line rental from the day we supply the Service. We will usually ask you to pay the line rental in advance and your call charges in arrears. The rental will depend on how we classify your line. The classifications are explained in our Price List. If we supply you with temporary Service, you may have to pay the line rental in advance for the whole period that you want the Service.

12. You agree to pay all of the charges listed on your bill even if you have a dispute, within 30 days of receiving our bill, even if the charges have been incurred by somebody else using your own equipment or the equipment that we supplied to you (with or without your knowledge).

RIGHT TO SUSPEND

13. Should you fail to make payment in a timely manner as defined herein. Then we reserve the right to suspend services to you irrespective of the service type or whether you have brought a hardware only bundle option. Failure to make payment may impact your services and future credit status with us.

14. In addition, should you fail to make payment in a timely manner for any hardware components, then we reserve the right to seek recovery of any hardware that remains unpaid in full. This may see recovery costs being applied to your account in a fair and reasonable manner to seek recovery of monies for goods or services that remain unpaid or due to us.

LATE PAYMENT PENALTIES AND RECOVERY FEES

15. Maybe considered under the Consumer Protection Act 1991 where applicable for regular or persistent late payments and or for non-payment or via any regulation that may apply,

16. Should we incur costs to recover goods or equipment due to non-payment then you may be subject to reasonable recovery fees.

17. If we are required to take you to court for non-payment or any other valid requirement then you maybe subject to legal fees or other recovery fees that are reasonable and presented.

USE OF OUR SERVICES

18. You agree to follow any reasonable instructions that we may give you about our services.

19. If you connect equipment to our network that adversely affects either our network or other customers, then we will instruct you to remove it or we will remove it at your expense.

20. If you ask us to test your equipment prior to connecting it to our network, then you agree to our terms and conditions detailed within our Services Description for Equipment

/Inspection Testing Services and to pay our charges provided in our price list.

YOUR RIGHT TO CHANGE YOUR MIND

21. For all Purchasers made by Consumers over the Internet or Telephone Only
IMPORTANT – this paragraph deals with your right as a Consumer to change your mind.
If you are a new or existing customer who has purchased services and/or equipment from us for personal (**but not business use**) by Internet or by telephone, then you may cancel such purchase up to 14 days after receiving service (the "Initial Period") as long as you return the equipment that you purchased undamaged, with proof of purchase, in the original packaging, complete with all original parts to us within the Initial Period. You will be refunded the price of your equipment and all charges associated with the services that you originally purchased other than for the calls you have made. However, you must pay for all charges that may take longer to be billed such as roaming.

22. If you bought the equipment directly from us, we would bear the cost of returning it as long as you follow our returns procedure (call MT Customer Services for more details), otherwise you will bear the cost.

23. This Initial Period does not apply to customers who purchased their equipment and/or services directly from us and then have upgraded over the Internet or by telephone.

24. Please note that as a consumer of goods and services you are entitled to certain statutory rights, for example, the right to return defective goods to us, if bought from us, and for us to supply our services using reasonable care and skill. The provisions of paragraphs 21 to 23 do not affect your statutory rights.

25. Please note that the "right to change your mind "contained in paragraphs 16 to 19 does not apply to a customer who intends to use the services and/or equipment for business purposes.

WHERE THE SERVICES YOU HAVE CHOSEN REQUIRE US TO ENTER YOUR PREMISES

26. You agree to prepare your premises before we arrive according to any reasonable instructions that we give you, this includes removing breakable items from the areas where work will be undertaken.

27. When our work is completed, you will also be responsible for putting items back and for doing any reasonably necessary re- decorating.

28. You agree to make available a suitable place and conditions for our equipment, which for most customers will be a main telephone socket.

29. If needed by the equipment that we locate in your premises, then you agree to provide a continuous mains electricity supply and connection points to the locations that we request in your premises at your own cost.

30. If our engineers need to enter your premises, you agree to let them do so as long as they show their Manx Telecom Identity Card.

31. If we need to obtain a third party's permission to locate our equipment on their premises or to cross their land, then you agree to obtain that permission for us and make any necessary arrangements at your own cost, it is your responsibility to seek express permission from the property owner/landlord before we can instal Fibre services in to or across their property.

32. Our Use Policy requires that no element of any of the Services we provide shall be used by you or any user of your services:
a) fraudulently unlawfully or in connection with a criminal offence; or
b) to send, receive, upload, download, use or re-use any material which is offensive, abusive, defamatory, obscene or menacing, or in breach of confidence, copyright, privacy or any other rights or laws whatsoever; or
c) in breach of instructions Manx Telecom Trading has given hereunder or otherwise; or
d) to cause annoyance, inconvenience or needless anxiety; or
e) to send or provide unsolicited advertising or promotional material; or
f) other than in accordance with all commercially acceptable use policies of any Third-Party Telecommunications Suppliers and the reasonable use standards normally expected over the Internet; or
g) in breach of any law, intellectual property right or legal obligation applicable to the provision of the Services anywhere in the world; or
h) for any unauthorised accessing or facilitating unauthorised accessing to any data belonging to any third party; or
i) in a manner which invades the privacy of others or that is otherwise anti-social; or
j) in a manner which breaches any law of any jurisdiction relating to banking, insurance, financial services, the issue and offering of securities and investments, the provision of credit or associated services or investment business; or
k) in a manner which is defamatory of any person (in any jurisdiction),
otherwise, we will have the right to immediately suspend or terminate the services.
If we suspend any Services under the terms of this paragraph 27 or as a result of disconnection for non-payment or for any other breach of these terms, then you shall remain liable to pay all relevant Fees for the relevant Services that were provided.

33. If any of our equipment that you rent, whether located at your premises or not, is damaged or lost, then you agree to reimburse us for any loss that we may suffer in repairing or replacing such equipment.

THINGS WE MAY HAVE TO DO

34. If for operational or emergency reasons we have to interrupt our services or change any phone number or Internet address or the technical specification of our services or bar certain numbers to prevent fraud, then you accept that we shall be entitled to do so without liability.

35. If we give you instructions regarding our services that we believe are necessary for health or safety or for the quality of our network or the services that we supply to you or to our other customers, then you agree to comply with them.

36. We will monitor and record some communications (including calls relating to customer services and telemarketing) for training and quality control purposes amongst others. We also record all calls to the emergency services or 999.

37. We may sub-contract the whole or part of our obligations in respect of the provision of any Services and/or any Equipment to a third party in accordance with the terms of this Clause 32

(a) MT shall procure that all sub-contractors appointed pursuant to this Clause 10 undertake in writing to comply, and do comply, with the provisions of the relevant Order Form and undertake in writing to carry out their duties with the same level of care and skill as MT. Notwithstanding the appointment of any sub-contractor, MT shall remain liable to the Customer for all acts or omissions of or loss directly or indirectly caused by any appointed sub-contractor as if such acts or omissions were those of or such loss was caused by us.
(b) We shall ensure that all sub-contractors are subject to the same duties of confidence in respect of all of the Customer's Confidential Information and Intellectual Property Rights as MT is under the relevant Order Form, and no such Confidential Information or Intellectual Property Rights may be disclosed to such sub-contractors until they have agreed in writing to adhere to such duties. We shall be liable for any breach of confidentiality by its sub-contractors.
(c) Subject to Clause 32 (d), neither Party shall assign or delegate all or any of its rights and obligations under the relevant Order Form without the other Party's prior written consent, such consent not to be unreasonably withheld. This Clause 32 (c) shall not preclude MT from assigning the right to receive monies hereunder.
(d) Either Party shall have the right to assign or transfer all or any of its rights and obligations under any Order Form to an Associated Company.

TERMINATING OUR RELATIONSHIP

38. We require that you remain our customer for a minimum term as indicated on your Order Form from the date that we start to provide you with our services or such other longer minimum term as may be indicated to you when you order the services from us. However, if you terminate our relationship prior to the end of the minimum term (other than under the circumstances where we have breached these terms and conditions), then you will be liable to pay those charges that were due for that minimum term.

39. Although we hope that you will remain our customer for many years, once the minimum term has ended you may terminate our relationship at any time by providing us with 30 days' notice in writing.

40. Save as otherwise provided herein, we can terminate our relationship by giving you 30 days' notice in writing.

41. If you terminate our relationship after you have placed an order but before taking them up, then we may charge you for any work undertaken on your behalf.

42. If you wish to stop using any of our services at any time after the Initial Period as detailed in paragraph 16, then we will not refund any sums that relate to unused services for which you may have paid for in advance.

RETURN OBLIGATIONS

43. You are required unless otherwise expressly stated in your contract that all goods and services whereby hardware is utilised shall remain the property of Manx Telecom until you have paid for the goods in full.
44. Should any contract end between us and for any goods or services whereby hardware remains unpaid and or any items are part of a service whereby they are a rental, Then you are required to return any equipment that is our rightful property within 28 days of the contract ending. Failure to do may see additional fees apply to you including recovery costs.

45. Any accounts in default or that remain unpaid the provisions of Return Obligations remain in full.

46. Any hardware or software bundle that is taken out on a monthly plan, shall remain the full property of Manx Telecom until such items are paid for in full under the contract terms and conditions. You remain fully liable for the items until they are paid for in full whether they are in your custody and control or not.

AMENDING OUR RELATIONSHIP

47. If we need to change our charges or the nature of our relationship, then we will:
(a) publish all changes to our price list online at www.manxtelecom.com;
(b) publicise the changes at least 30 days before they take effect;

48. For any regulatory or compliance changes that we need to make, we may not always be able to meet the timescales provided in paragraph 37, but in such circumstances, we will publicise such changes as soon as possible.

PRICE CHANGES

49. Manx Telecom reserves the right to adjust pricing at any time (which could be an increase or decrease), subject to providing at least 30 days' notice in advance. Price adjustments can apply to monthly subscription charges and/or out of bundle rates. Each year Monthly Subscription Charges will be reviewed and may be subject to an annual price adjustment which can either be determined by Manx Telecom based on changes in the market and/or provision of service cost, or adjusted in line with the RPI Rate, (which could be an increase or a decrease). Price adjustments that are introduced as a consequence of changes in the market and/or provision of service costs shall be notified at least 30 days in advance.

50. Termination of our Agreement prior to the contract end date;

a. Subject to clause 37, you may terminate the affected part of the Agreement if we have made a change that materially disadvantages you and which cannot be offset by Manx Telecom to your reasonable satisfaction on 30 days' written notice to Manx Telecom. This right to terminate ends 30 days after the effective date of the change, providing the change has been communicated in writing for a period of no less than 30 days. The following shall be a material detriment for the purposes of this Agreement; a) an increase of more than 10% in a 12 month period in the monthly price plan charge, b) an increase in the out of bundle price plan charges representing an increase of more than 10% to the average bill in a 12 month period, c) a withdrawal of the core service(s) or an adverse change to the core service(s). However, this clause does not apply if the change or withdrawal relates to a Third-Party Service which you can stop using or cancel without ending this Agreement.

b. If you have a valid reason to terminate our Agreement prior to the contract end date, you may do so without incurring an early termination charge for the provision of mobile services (calls, texts and data), although the outstanding equipment subsidy will be recovered in full. If this applies, Manx Telecom will inform you of the value of the equipment subsidy and the outstanding payment will be calculated as 1 divided by the contract term [12, 18, 24 months], multiplied by the subsidy value and number of months remaining on the contract.

JOINT ACCOUNT HOLDERS

51. Where there is more than one customer named on a Manx Telecom account (hereinafter referred to as a "Manx Telecom Joint Account"), each joint customer named on the Manx Telecom Joint Account (a "Joint Customer") agrees to be jointly and severally liable for all fees and charges incurred or charged in connection with the Manx Telecom Joint Account.

52. Where a Joint Customer gives us an instruction (in writing or otherwise) in respect of a Manx Telecom Joint Account, we are authorised to treat such an instruction as being a valid and binding instruction from and on behalf of all Joint Customers named on that particular Manx Telecom Joint Account.

53. Where Manx Telecom receives instructions at the same time from two or more Joint Customers that conflict with one another on a particular Manx Telecom Joint Account, we reserve the right disregard all such conflicting instructions by notice in writing to the Joint Customers. In the event that conflicting instructions from the Joint Customers continue to be received by us, we reserve the right to terminate our relationship with the Joint Customers forthwith upon notice in writing to the Joint Customers.

IF THINGS GO WRONG

54. We do not accept liability for being late in providing the Service or repairing a failure of the Service, or for failing to keep an appointment, where matters are beyond our reasonable control.

55. We accept liability without limit if any person is injured or dies as a result of our negligence.

56. Other than in relation to paragraph 43 and 44, our liability under this document will not exceed £3,000.

57. We do not accept liability for indirect or consequential loss, such as loss of profits, business costs, savings that you expected to make, wasted expense, financial loss or data being lost or harmed or any other form of economic loss.

58. We exclude all liability of any kind in respect of any material on the Internet which can be accessed using any of our services and we are not responsible in any way for any goods (including software) or services provided by third parties advertised, sold or otherwise made available by means of any of our services or on the Internet.

59. Each part of this agreement that excludes or limits our liability operates separately. If any part is disallowed by a court or is considered to be unenforceable, the other parts will continue to apply.

EVENTS BEYOND OUR CONTROL

60. If we are unable to meet our obligations to you due to events that are out of our control (such as lightening, flood exceptionally severe weather and acts or omissions of persons for whom we are not responsible (including other telecommunication service providers), then we will not be liable for our failure under such circumstances.

BREACH OF THESE TERMS AND CONDITIONS

61. If you do not comply with the terms of our relationship, then we will normally give you an opportunity to put matters right within a reasonable period, unless your non-compliance involves serious misuse of our services as described in paragraph 27.

BREACH OF THESE TERMS AND CONDITIONS

62. If you do not comply with the terms of our relationship, then we will normally give you an opportunity to put matters right within a reasonable period, unless your non-compliance involves serious misuse of our services as described in paragraph 27.

63. If your non-compliance continues after a reasonable period, then we may suspend our services or terminate our relationship.

64. If you do not pay our bill by the due date, then we will send you a reminder specifying a final date for payment.

65. If your bill remains unpaid for a further 10 days after our reminder, then you may be charged a late payment and we will follow our Disconnection Policy which is available online at www.manxtelecom.com or you may view it in our Code of Practice which is available at the back of our Phone Book. Throughout and following the disconnection process, you will continue to remain liable for charges that may be accruing, and these charges will only stop accruing if the Services we provide you are formally terminated.

66. At any time during the period that your bill remains unpaid, we may instruct a debt-collection agency to collect your payment from you, the cost of which will be added to the standard charges that are being collected.

67. Refunds. We do not offer any refunds other than those defined herein and in line with your consumer rights. Any billing errors and or corrections must be raised to us within 25 days of receiving your bill. We will not accept and or offer nay refunds for any periods outside of this, including any over charges.

RESOLVING DISPUTES

68. We will try to work closely with you to resolve any disputes that may arise. However, if we cannot reach a mutually satisfactory resolution, then we will refer our dispute to a relevant dispute resolution service.

OTHER MATTERS

69. If our relationship ends, then we will pay back to you any amounts that we owe you after deducting any sums that you owe us.

70. Any notices sent between us must be in writing and delivered by hand or sent by pre-paid post to us at the address given on your bill or to you at the address provided by you when you ordered our services or stated on your order form. Reference to "in writing" in these Consumer Terms and Conditions includes our notifying you by text message (SMS), which must be sent to your mobile phone number, and email, where you have supplied your email address for this purpose.

CLEAR TERMS

71. The terms and conditions enclosed are designed to protect both parties and it is important to be open and transparent.
72. Clause Return Obligations details ownership status of any goods or services whereby a hardware or software component may apply.

USE AND DISCLOSURE OF INFORMATION

73. We operate in accordance with the General Data Protection regulation (GDPR) act of 2018 as updated or amended from time to time. You agree that your details may be used by us for marketing purposes and to inform you from time to time about other Telecommunications Services or associated technologies. If you do not want your details to be used in this way then you should contact the Manx Telecom Trading Ltd Marketing Department at Isle of Man Business Park, Cooil Road, Braddan, Isle of Man, IM99 1HX or by e-mail to:
DataProtection@manxtelecom.com

74. In order for us to provide you with a service whilst travelling abroad ("roaming"), you must agree to allow the storage, treatment and transfer of your personal data by third party operators, where they may be subject to regulation and data protection policies that are different from those in your country of residency.

DEVICE WARRANTY

75. Purchased Equipment is subject to the manufacturer warranty or the supplier. We shall pass on to you, the benefit of any such warranties. You acknowledge that any attempt to repair, service or tamper with the Purchased Equipment by a person other than us, an authorised partner or the applicable manufacturer, may invalidate the manufacturer's warranty. The Manufacturer's warranty does not cover any accidental damage or loss of equipment, and you are responsible to cover any associated repair charges.

MANX.NET

76. Terms and conditions herein apply to Manx.net e-mail services and are subject to change and notice and may vary from time to time. In addition to our Email Services Description or any supporting terms and conditions as stated on our website.

This may include correspondence via e-mail as reasonably required for service updates or as per our marketing policy or in line with our Privacy Policy.

PRIVACY NOTICES & PRIVACY POLICY

77. For details on how we contact you, any privacy notices and or for our privacy policy please visit:
https://www.manxtelecom.com/terms-and-conditions/privacy-policy/