

Glide Utilities Ltd - Tenant Terms & Conditions

The Terms below set out the basis on which We will provide services to You. The Terms do not affect Your statutory rights under law.

Part A contains the general terms and Parts B to F (inclusive) contain terms relating to specific Services.

These terms have been split up into parts to make it easier for you to navigate. Please use the links below to go to each section.

Part A - General Terms & Conditions
Part B - Broadband Terms & Conditions
Part C - Telephone Terms & Conditions
Part D - TV Licence Terms & Conditions
Part E - Water Terms & Conditions
Part F - Gas & Electricity Terms & Conditions

Part A - General Terms & Conditions in Relation to the Services

1 DEFINITIONS

1.1 In these Terms, the following words shall (unless the context otherwise requires) have the following meanings:

“Acceptance Form”

the Form sent by email by Us confirming Our acceptance of the Order Form and giving details of You, the Services, the Fees and other relevant information;

“Agreement”

these Terms, the Order Form and the Acceptance Form;

“Communications Line”

the telecommunications system that You either obtain from Us or You have notified Us that You use to obtain telecommunications services over Your telephone network at the Premises;

“Confidential Information”

means all secret or confidential commercial, financial and technical information, know how, trade secrets, inventions, computer software and other information whatsoever and in whatever form or medium and whether disclosed orally or in writing, together with all reproductions in whatsoever form or medium and any part or parts of it;

“Equipment”

any hardware supplied by Us to You in order for You to receive any Service as specified on the Acceptance Form;

“Fair and Acceptable Usage Policy”

the fair and acceptable usage policy posted on Our Web Site (as amended from time to time);

“Fees”

the amount(s) payable by You for or relating to the Services as set out on the Acceptance Form which amount(s) will include any appropriate VAT at the relevant rate;

“Guarantor”

any person who guarantees the payment of all or part of the Fee in accordance with the provisions of Clause 16 of this Part A;

“Intellectual Property Rights” or “IPR”

all patents, copyright, moral rights, design rights, know-how, Confidential Information, database rights, trademarks and service marks together with applications to register any of the above (where applicable);

“Order Form”

the on-line form submitted by You in respect of the Services;

“Party”

You and Us;

“Premises”

the Site address identified on the Order Form and confirmed on the Acceptance Form;

“Services”

the services listed on the Order Form and confirmed on the Acceptance Form and in respect of each specific terms are set out in Parts B to F (inclusive) and “Service” shall mean any one of the Services as appropriate;

“Start Date”

the start date for each Service as set out in Parts B to F (inclusive);

“Supplier”

any supplier to Us from time to time with whom We will supply the Services to You;

“Supplemental Charge(s)”

any charges additional to the Fee that may be invoiced by Us to You in accordance with these Terms (whether by virtue of a specific provision or otherwise) which will be calculated either on a time and materials basis in accordance with our then current standard rates or passed on at cost from the Supplier as appropriate;

“Tenancy Agreement”

the tenancy agreement entered into by You in relation to the Premises including any relevant sub-tenancy agreement;

“Terms”

these terms and conditions consisting of Parts A to F (inclusive);

“Us, We, Our”

Glide Utilities Limited (Company number 06194523);

registered address: The Chamberlain Building, 36 Frederick Street, Birmingham, B1 3HN or any other appropriate Company in the Glide group of companies;

“Your, You”

the tenant(s), who are listed in the Tenancy Agreement of the Premises, requiring the Services whose details are set out in the Order Form and confirmed on the Acceptance Form;

“Web Site”

www.glide.uk.com or such other URL as may from time to time be used by Us to sell the Services.

2 ELIGIBILITY

- 2.1 You may only use the Services for home use and not for business use.
- 2.2 You must be at least 18 years old to submit the Order Form and You agree that the details You provide to Us in Your Order Form will be true, accurate and complete.
- 2.3 The person submitting the initial Order Form warrants his or her authority to bind You to this Agreement and You hereby agree to complete Your information as soon as is reasonably practicable.
- 2.4 Our Services may not be available to a small number of You in certain circumstances. We will tell You if this applies to You.
- 2.5 Your Premises must be located within the United Kingdom.

3 DURATION

- 3.1 Unless both Parties agree otherwise, Your Agreement with Us will be deemed to be effective on the State Date(s) specified in the Acceptance Form and unless terminated as set out elsewhere, this Agreement will continue for the duration specified in the Acceptance Form or until the end date specified in the Acceptance Form. You may extend the end date through Your account area on the Web Site. This will change the termination date for this Agreement.
- 3.2 You may extend the Agreement at any time by submitting a further Order Form through Your account area on the Web Site. This further Order Form may include new or alternative tenants and/or Services and may be in relation to the same or new Premises. Any further Order Form is subject to confirmation by a new Acceptance Form. The new Order Form and the new Acceptance form will detail any changes to these Terms (including, but not limited to) the Fee which would be applicable to the extended period, the new Start Dates and new end dates. Unless otherwise agreed, the new Start Date will be at the expiry of the original period of this Agreement.

4 OUR OBLIGATIONS

- 4.1 We agree to provide to You the Services for the Fees, any Supplemental Charges, call charges or costs incurred on Your behalf by Us.
- 4.2 We will use all reasonable endeavours to provide the Services without interruption and materially error free. You acknowledge that there may be matters that are beyond Our control that may prevent Us from doing so.
- 4.3 You acknowledge that Our obligations may be carried out on Our behalf by a Supplier or other sub-contractor or agent acting on either Our or the Supplier's behalf.
- 4.4 Any additional charge will be calculated using data recorded by Us, or provided by the Supplier or provided by You at Our request (but not otherwise) and not from Your own records.
- 4.5 We will only accept the Order Form when all of You, the tenant(s), who are listed in the Tenancy Agreement of the Premises, requiring the Services and whose details are set out in the Order Form, have agreed to these Terms.
- 4.6 We shall confirm the acceptance of the Order Form on the completion of Clause 4.5 of this Part A by issuing the Acceptance Form.

5 YOUR OBLIGATIONS

Payment

- 5.1 You agree to pay the Fees as shown on the Acceptance Form and (where in the manner provided by these Terms) any Supplemental Charges or costs or charges incurred by Us in relation to the provision of the Services. We will bill You for all: (a) Fees; (b) Supplemental Charges and where applicable for calls made at the rates set out on Our Web Site, as amended from time to time.
- 5.2 We may only change Our Fees in the circumstances set out in Clause 5 of Part F or as set out in Clause 3.2 of this Part A.
- 5.3 We may change Our call rates or Cease Charge fees (as defined in Part B – Broadband Services below) from time to time but will aim to let You know at least 21 days in advance of any change We are making. We will endeavour to keep You informed as soon as reasonably practical of any Supplementary Charges that may from time to time occur.
- 5.4 You must pay either by Credit or Debit Card and provide a continuing authority to Us to deduct the appropriate Fees monthly in advance for the fixed period of the Agreement. We may agree alternative methods at Our discretion. We reserve the right to refuse payment by any other means. The first payment, which represents the deposit payable in accordance with Clause 5.20 of this Part A, will be deducted in accordance with the terms of that Clause. The second payment will be deducted on the Start Date for the first Service at a pro-rata rate for the remainder of that month. Future payments will be collected monthly on 1st (or shortly afterwards) of every month. You will only be billed for the Services that You actually receive on the Start Date. Thereafter any other Services that form part of the Agreement will be billed as and when their individual Start Date is reached.
- 5.5 We reserve the right from time to time to pass on to You any charges levied against Us by a Supplier.
- 5.6 We reserve the right to ask You to provide a guarantor before We agree to enter into an Agreement with You.
- 5.7 You agree We may collect the amount due from You via any company that forms part of the Glide Group including subsidiary companies. Information
- 5.8 You agree that all information You have given to Us is correct, in particular the number of tenants in the Tenancy Agreement and that You will inform Us if it changes. You accept that You will be liable for Supplemental Charges if You give Us incorrect information that We act on.
- 5.9 You must notify Us immediately of changes to Your current email address. You must ensure that Your inbox is in proper working order and that You are able to receive emails from Us. You are responsible for errors in sending and receiving emails, unless caused by Our negligence.
- 5.10 You must tell Us immediately if You change Your name or Credit or Debit Card details.
- 5.11 You must keep Your account information safe and tell Us immediately if You become aware of any improper disclosure of Your account information or unauthorised use of the Services through Your account.

General

- 5.12 You agree that You will:
 - 5.12.1 comply with any reasonable instructions or directions issued by Us from time to time in respect of the Services and that You will comply at all times with all relevant policies that We publish on Our Web Site (as may be amended from time to time) including but not limited to Our Fair and Acceptable Usage Policy and Our Privacy Policy (it is Your responsibility to ensure that You check the Web Site for any updates to such policies);
 - 5.12.2 conform to such protocols and standards as are issued from time to time in respect of the use of the Internet or the Services;
 - 5.12.3 comply with all applicable legislation (including but not limited to matters arising under the Data Protection Act 1998 and the Regulation of Investigatory Powers Act 2000).

5.13 You agree that You will not (and You will ensure that anyone with wireless or physical access to Your Network/Premises including but not limited to friends and family will not):

5.13.1 use the Services for any unlawful purpose or in contravention of any English or other law. This includes but is not limited to:

- a. any act or omission which will or is likely to infringe the Intellectual Property Rights of a third party;
 - b. the transmission, display, downloading or uploading of any material or text which is or is likely to be construed as defamatory, offensive, abusive, obscene or which will or is likely to cause unnecessary anxiety or inconvenience to a third party;
 - c. use of the Services in any way which is or is likely to violate or infringe the rights of any individual, firm or company in the United Kingdom or elsewhere; or
- 5.13.2 send or procure the sending of unsolicited advertising or promotional material; or
- 5.13.3 use the Services in a way that does not comply with any instructions given by Us for reasons of health, safety or the quality of the Suppliers' services or Our system; or
- 5.13.4 use the Services in anyway that will or is likely to make excessive use of Our network (including but not limited to spamming).

Indemnity and liability

5.14 You agree to indemnify Us and any Supplier against any loss either of Us may suffer from Your use of the Services.

5.15 You agree to fully indemnify Us against any costs and claims from any third party resulting from Your acts or omissions in respect of the Services;

5.16 You, being the tenant(s), who are listed in the Tenancy Agreement of the Premises, requiring the Services, including where appropriate any Guarantor whose details are set out in the Order Form and who are party to the Agreement, are jointly and severally liable to pay the Fees incurred under the Agreement and We shall be entitled to call upon any and all of the tenants of the Premises (including Guarantors) for payment in full of any outstanding monies due.

Debt Recovery

5.17 If You do not pay the Fees within 21 days of the invoice being issued by Us, this may result in Us charging interest on the unpaid sums at the annual rate of 3% above the Bank of England's base rate from time to time until the date on which the sums are actually received by Us, such interest to accrue on a daily basis.

5.18 We reserve the right to refer any overdue payment to a debt collection agency. Should such a referral occur You will be liable to pay the reasonable costs that it incurs in the collection of the overdue sums including any legal or agency fees.

5.19 We reserve the right to levy a late payment charge against You if You are late in paying Your Fees.

Deposit

5.20 You agree to pay a non-interest bearing deposit to Us prior to the provision of the Services. Such deposit shall be the equivalent of one month's worth of Fees that You are due to pay for the Services on the Acceptance Form. Payment of the deposit will normally be required 14 days prior to the provision of the Services save where the provision of such Services will occur within that 14 day period in which case the deposit will be payable immediately upon the issuing of the Acceptance Form by Us.

5.21 The deposit will be returned to You on the termination of this agreement within 28 days provided We have, where applicable, a) received final meter readings from You for gas, electricity and water b) You have returned any Equipment leased to You by Us and c) there are no balances outstanding on any of Your accounts.

Tenancy Agreement

5.22 If required by Us You agree to provide Us with a copy of Your Tenancy Agreement or relevant Sub-tenancy Agreement or allow Us to contact and obtain this directly from Your landlord or letting agency.

6 LIABILITY

6.1 Save as required by law and as expressly provided in these Terms, We do not warrant the Services or the Equipment against failure of performance. We disclaim and You waive all other warranties, express or implied, with respect to the Services or the Equipment, arising by law or otherwise, including, without limitation any implied warranty of satisfactory quality, fitness for a particular purpose and any obligation, liability, right, remedy, claim in tort, notwithstanding any fault, negligence, strict liability or product liability of Us (whether express or implied) so far as the law permits.

6.2 You agree that We are not liable for any defect in the Equipment which occurs as a result of fair wear and tear by You; rain, water or other liquid damage; negligence; wilful damage; abnormal working conditions; failure to follow the manufacturer's instructions (whether oral or in writing) or repair by You without Our or the manufacturer's approval.

6.3 You agree that We are not liable in contract or tort (other than fraudulent or negligent misrepresentation) or otherwise arising out of or in connection with these Terms for economic loss (including, without limitation, loss of revenue, profits, contracts, business or anticipated savings), loss of goodwill or reputation, indirect or consequential losses whether or not such losses were within Our contemplation, suffered or incurred by You or any third party arising out of or in connection with the provisions of the Services (or any part of them).

6.4 Subject to Clause 6.5 of this Part A, Our total aggregate liability to You arising out of or in connection with this Agreement and the performance or observation of Our obligations under it shall be limited to the greater of: (a) the amount paid by You to Us in the twelve months prior to the date on which Your claim arose; and (b) £1,000.

6.5 Nothing in this Agreement shall: (a) exclude or limit liability for death or personal injury resulting from Our negligence or that of the Supplier, Our employees or sub-contractors; or (b) affect Your statutory rights if You are a consumer.

7 PROPRIETARY RIGHTS

7.1 All title, rights and interest (including but not limited to ownership and IPR) in the Services remain with Us and/or the Supplier. You acknowledge such title, interest and rights and You shall not take any action or omit to take any action which will or is likely to jeopardise, limit or interfere in any manner such title, right or interest.

7.2 Title and related rights in any content accessed through the Service are the property of the applicable content owner and are protected by applicable laws. The right to use granted to You under this Agreement gives You no rights to such content. If You wish to use such content, You must ensure that You have the appropriate consent or licence of the content owner.

7.3 You must notify Us immediately in writing of any allegation of infringement of any Intellectual Property Rights prompted by Your use of the Service. You may not make an admission relating to an alleged infringement. You must allow Us, or at Our election, the Supplier to conduct all negotiations and proceedings and give Us or the Supplier all reasonable assistance in doing so. You must allow any part of the Service to be modified so as to avoid continuation of the alleged infringement.

7.4 You acknowledge that You shall have no rights to any IPR in the Services.

7.5 You acknowledge that You shall have no rights to any of Our IPR.

8 TERMINATION/SUSPENSION

8.1 Independent of any additional rights to terminate set out in Parts B to F (inclusive), or any other rights and remedies available to Us, We may terminate or suspend Your use of the Services (or any of them) at any time, at Our sole discretion on giving 30 days written notice to You.

8.2 We can also end the Agreement immediately if: (a) You become bankrupt, or (b) the Services are used for any illegal or fraudulent purposes, or (c) You have broken any term of the Agreement (but, if it can be remedied, We will give You 7 days to put that breach right); and/or (d) any payment is not made when it is due. In any of these circumstances We may terminate any or all of the Services by giving You a minimum of 7 (seven) days' prior written notice.

8.3 We may suspend any Service to You if We reasonably consider that the charges that You are incurring are higher than usual for the type of service that You are receiving (or Your usage is higher than normal) and/or We have reasonable grounds to doubt that You will be able to pay Your bill.

8.4 Without prejudice to any rights and remedies available to it, You shall be entitled, on providing Us with a month's notice in writing, terminate the Agreement in the event that We amend these Terms and such amendment is detrimental to You.

8.5 If We are in material breach of these Terms (but, if it can be remedied, You will give Us 7 days to put that breach right), You may terminate this Agreement by giving Us a minimum of 7 (seven) days' prior written notice. Such notice must be signed or authorised by all of You.

8.6 Termination by You in certain circumstances may incur a cancellation fee and a Cease Charge fee. Where this is the case this will be set out in Parts B to F (inclusive).

8.7 Where We terminate this Agreement as a result of a breach by You, You shall not be entitled to any refund of payment already made under this Agreement including the deposit.

8.8 Where We have terminated the Agreement as a result of a breach of the Agreement by You then You shall be liable to pay Us any sums remaining due to Our Suppliers for the remainder of the fixed period for which the Services included in the Acceptance Form have been purchased.

8.9 Upon termination of this Agreement for any reason Your right to use the Service(s) shall immediately terminate and You shall immediately stop using the Service(s). Final meter readings shall be immediately required from You.

9 YOUR CANCELLATION RIGHTS

9.1 If the Agreement is formed more than 14 days before the Start Date, You are entitled to a statutory "cooling-off" period of seven days, starting from the day after You ordered the Services as specified in the Consumer Protection (Distance Selling) Regulations 2000 (as amended). To cancel the Services please send a written notice, either by post, e-mail or fax telling Us to cancel the Services, to the addresses set out in Clause 11.5, of this Part A below, marked for the attention of Customer Services. We will refund the charges for any Equipment and delivery and will cancel any payment arrangements within 30 days of receipt of the notice.

9.2 If You cancel the Services then You must also send back any Equipment to Us within 10 days of the cancellation to the Birmingham address set out in Clause 11.5, of this Part A below, marked for the attention of Customer Services. You will be responsible for the cost of returning the Equipment to Us unless We delivered it to You by mistake or it was damaged or defective when You received it. For high value items We recommend that You use a recorded delivery service for Your own protection. If You don't send the Equipment back to Us within 10 days, then We may collect it from the address You have given Us, at Your cost (which We may deduct from any refund due to You). Please note that You will lose Your right to cancel if You start using the Service within the cooling-off period.

9.3 If the Agreement is formed less than 14 days before the Start Date, You hereby agree that We shall be entitled to start work under the Agreement immediately which will be prior to the end of the cancellation period specified in the Consumer Protection (Distance Selling) Regulations 2000 (as amended) and in these circumstances You agree that You will no longer have any right of cancellation.

9.4 We will only accept a cancellation when all of You, the tenant(s) who are listed in the Tenancy Agreement of the Premises and whose details are set out in the Order Form have agreed to such cancellation.

10 CONFIDENTIALITY

10.1 Each Party shall while We are providing Services under these Terms and thereafter keep secret and confidential all business, technical or commercial Confidential Information disclosed to one Party by the other or otherwise which belongs to the other its sub-contractors, suppliers, telecommunication providers or clients and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with these Terms or save as expressly authorised in writing to be disclosed by the other.

10.2 The obligation of confidentiality contained in Clause 10.1 of this Part A shall not apply or (as the case may be) shall cease to apply to business, technical or commercial Confidential Information which:

10.2.1 at the time of its disclosure by the disclosing Party is already in the public domain or which subsequently enters the public domain other than by the breach of these Terms; and/or

10.2.2 is required to be disclosed under applicable law or order of a court of competent jurisdiction or government department or agency or by the London Stock Exchange, provided that prior to such disclosure the receiving Party shall advise to the disclosing Party the proposed form of disclosure.

10.3 Nothing in this Clause 10 of this Part A shall prevent the passing of such information between Us, You, any Guarantors, landlords or letting agents, suppliers or otherwise as may be required for the effective performance of Our obligations under this Agreement.

11 GENERAL

11.1 You accept that We may, in accordance with legal requirements, have to disclose information to governmental organisations (including the police) in respect of Your use of the Services. Subject to any legal prohibitions to the contrary We will notify You of such disclosure as soon as reasonably possible.

11.2 We may from time to time wish to notify You of additional services provided by Us or third parties that We believe may be of interest to You. If You do not want to receive such information please write to Us at the address for notice.

11.3 The headings to the sections of these Terms are for convenience only and have no substantive meaning.

Matters beyond Our reasonable control

11.4 We shall not be liable for any breach of Our obligations hereunder resulting from causes beyond Our reasonable control including but not limited to fires, strikes (of own or other employees) insurrection, or riots, embargoes or delays in transportation, inability to obtain supplies, acts of local or central Government or other competent authorities or acts or omissions of third party telecommunications service providers. Notices

11.5 Any notice required or permitted under the Terms must be in English and be sent to Us for the attention of "Customer Services" to any of the following: By post: Glide Utilities Limited, The Chamberlain Building, 36 Frederick Street, Birmingham, B1 3HN. By fax: 08448 805 805 or such other fax as We may from time to time notify You for this purpose. Any notice to be sent to You will be sent to the address which You provide on the Order Form when applying for the Services unless You notify Us otherwise. Any notices given in relation to this Agreement must be delivered by hand, post or fax and will be treated as having been delivered: (a) on the day of delivery if delivered by hand, or (b) 2 days after posting if sent by post, or © on the day of transmission if sent by fax

Partnership

11.6 These Terms do not create a partnership, joint venture, agency or franchise relationship.

Assignment

11.7 You may not sell, lease, sub-licence, assign or otherwise transfer, whether in whole or in part, by operation of law or otherwise, the rights or obligations (including the Services) arising under these Terms without Our prior written consent. Third Party Rights

11.8 Notwithstanding any provision to the contrary, nothing in these Terms will create or confer any rights or other benefits whether in accordance with the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than You, Us or the Supplier.

Severability

11.9 If and in so far as any part or provision of these Terms is or becomes void or unenforceable, it should be deemed not to be and never to have been nor formed a part of these Terms and the remaining provisions of these Terms shall continue in full force and effect. In such an event, We shall meet with You to discuss the void and unenforceable provisions and shall substitute therefore a lawful and enforceable provision which so far as possible results in the same economic effects. Variation

11.10 This Agreement may not be amended, varied, supplemented or otherwise modified unless agreed by Us in writing. Performance

11.11 The failure by Us to insist on the performance of any of the provisions of these Terms shall not be construed as a waiver or a relinquishment of that Our rights to future performance of such provisions and Your obligation in respect of such future performance shall continue in full force and effect. Entire Agreement

11.12 This Agreement supersedes any previous agreement between Us and You in relation to the matters dealt with in it and You acknowledge and agree that You have not entered into this Agreement in reliance upon any representation, or statement or whether oral or written) made or alleged to have been made by Us or Our agents. Disputes/Complaints

11.13 If You have a complaint or query or dispute regarding any aspect of the Services or Our service including Your bill please e-mail Our Customer Complaints Department glide@glide.uk.com. We will log Your complaint and try to deal with Your complaint quickly and sympathetically and We will endeavour in all good faith to resolve the dispute.

11.13 In the unlikely event that We are unable to fully resolve the matter We may refer Your case to the relevant Ombudsman detailed below.

11.15 If You are not happy with Our response to any complaint or query or dispute that You make then You may refer Your complaint to the relevant Ombudsman:

Gas/Electricity – [energywatch \(www.energywatch.org.uk\)](http://energywatch.org.uk); or The Office of Gas and Electricity Markets (www.ofgem.gov.uk); or The Energy Supply Ombudsman (www.energy-retail.org.uk).

Telecoms – The Office of the Telecommunications Ombudsman (www.otelo.org.uk)

Water – Consumer Council for Water (www.ofwat.gov.uk) Jurisdiction

11.16 These Terms are governed by the laws of England and Wales and all Parties submit to the exclusive jurisdiction of the English Courts.

12 FAULTS IN THE SERVICE

12.1 You will immediately, upon becoming aware of the same, report any fault in the Equipment or the Service to Us by e-mail or by telephone on the address and number published on Our Web Site. You acknowledge that We shall bear no obligation or liability to You if You fail to report the fault promptly. On receipt of the report, We will endeavour to take steps to rectify the fault as soon as is reasonably practicable.

12.2 You acknowledge that occasionally We and/or Our Supplier may have to temporarily interrupt the Service or change the specification of the Service for operational reasons or because of an emergency. You shall have no claim against Us for any such interruption or change.

12.3 When We provide You with the Services, We will use reasonable skill and care. We cannot guarantee that the Service will always be fault free or free of interruptions. To the extent this is beyond Our control, You agree that We shall have no liability for such matters.

13. CHANGE OF SUPPLIER

13.1 You acknowledge that We may change the Supplier of any or all of the Services. You accept that We may do so for commercial, operational or any other reasons, in Our sole discretion. Subject to the provisions in Clauses 13.2 and 13.3 of this Part A below, You should not experience any disruption to the ongoing supply of the Services to You. Following the successful migration of the Services, You should experience a Service of at least equivalent, if not improved Service provision.

13.2 If We anticipate that any change of Supplier may cause disruption to the Services, We will contact You and inform You of the likely disruption to the Service. We will also inform You of whom You should contact if the disruption causes a materially adverse effect on the provision of the Services to You.

13.3 Due to the nature in which the Services are provided, You acknowledge that during the process of changing telecommunications Supplier, We may need to disconnect Your Communications Line. This may temporarily interrupt any other services that You receive from Us or any third party through Your Communications Line. Subject to Our giving You notice of the possible disconnection of Your Communications Line, You permit Us to do so. We will use Our reasonable endeavours to reconnect Your Communications Line without delay.

13.4 To the extent that We need to make any changes to this Agreement, as a consequence of Our change of Supplier,

We will do so by sending notice to You in accordance with Clause 11.5 of this Part A.

14. REFERRALS

If You wish to join Our referral scheme then additional terms (as posted on Our Web Site and as amended from time to time) shall apply. By joining the referral scheme You agree to comply with these additional terms.

15. PROMOTIONAL OFFERS

If You choose to take a promotional offer, then additional terms (as posted on Our Web Site and as amended from time to time) shall apply. By accepting the promotional offer You agree to comply with these additional terms.

16 GUARANTOR/THIRD PARTY PAYER

16.1 You may have a third party agree to make and guarantee the payment of your Fees and other sums payable under this Agreement. In these circumstances, the Guarantor shall enter their details, including payment details on the Order Form.

16.2 A Guarantor shall be bound by the Agreement including these Terms as a Party to the Agreement and these Terms shall apply mutatis mutandis.

Specific Terms and Conditions in relation to the Services Provided

Part B - Glide Terms & Conditions - Broadband

This section Part B relates solely to the supply of the Broadband Service.

We will be relying on third party telecommunication suppliers (the Preferred Carrier) and Our ability to provide You with the Broadband Service is, in part, reliant on them. These Terms are in addition to the General Terms and Conditions.

1 DEFINITIONS

1.1 In this Part, the following terms shall have the following meanings save that any terms not defined below will be as defined in Part A to these Terms:

“Acceptance Test”

the tests carried out by Us or Our representatives to determine the proper operation of the Broadband Service;

“Act”

the Communications Act 2003, the Telecommunications Act 1984 (as amended) and the Electronic Communications Act 2000;

“Activation Date”

the date upon which the Broadband Service comes live being the date when any relevant Equipment has been delivered, the username and password have been notified, any phone line ordered as part of the Service is active and We have carried out an Acceptance Test;

“Broadband Service”

a contended service provided to residential customers;

“Cease Charge Fee”

the amount charged by the Preferred Carrier for terminating the Broadband Service;

“Communications Line”

the telecommunications system that You either obtain from Us or that You have notified Us that You use to obtain telecommunications services over Your telephone network at the Premises;

“DSLAM”

digital subscriber line access multiplexer;

“Existing Carrier”

the third party provider who is currently providing the Service to the Premises;

“Fee”

the amount included for Broadband Service in the Fees on the Order Form;

“Glide Networking System”

Our telecommunication system including any apparatus leased by or obtained by Us from a third party;

“Line Rate”

the rate of connection between Your Equipment and the Preferred Carrier’s equipment (DSLAM) located at the local exchange;

“MAC”

Migration Authority Code, a code issued by Us to You on request if You want to change broadband provider;

“Maximum Stable Rate”

the maximum Line Rate the Broadband Service is expected to achieve on Your Communications Line, calculated on a per line basis as further detailed in the product description;

“Move Date”

the date following Your home move when the Acceptance Test is satisfactorily completed;

“Preferred Carrier”

BT or any other preferred third party provider through whom we will provide the Broadband Service;

“Premises”

the Site address identified in the Order Form;

“Rate Adaptation”

the automatic negotiation of the best Line Rate between the DSLAM and Your Equipment, based on the settings within the Preferred Carrier network, line characteristics and conditions. Rate adaptation can occur several times a day, thus resetting the rate between Your Equipment and the DSLAM;

“Service”

the installation, connection and supply of a telecommunications system (either by Us or by a Preferred Carrier chosen by Us) capable of supporting Broadband Services to You at the Premises and the provision of the telecommunication services over such system;

“Stabilisation Period”

a period of up to 10 days commencing from the date that You first use the Broadband Service following the Start Date, during which time the Maximum Stable Rate will be established for Your connection;

“Start Date”

the later of the Activation Date, or the date of the Agreement as set out on the Acceptance Form;

“Telephone Service”

the telephone service which is provided by Us. The Telephone Service is a line rental and call service which allows You to rent Your telephone line from Us instead of from British Telecom PLC (or another provider) and place calls through a “carrier pre-selection” service (which lets You make calls using Your telephone line).

“Usage”

the amount of data transferred over the Service to You measured in gigabytes (GB) (both downloads and uploads).

2 INSTALLATION

2.1 We will endeavour to provide the Broadband Service as soon as possible. To receive broadband the Premises needs a Communications Line capable of receiving and transmitting Broadband Services either existing at the Premises or provided by Us as part of the Services outlined on the Acceptance Form. Before the commencement of the Broadband Service We will test whether the Premises does or is capable of operating the Broadband Service.

2.2 To receive the Broadband Service You will need a personal computer with a minimum specification which also has a network card. Please call Our support service for further details on the minimum specification and applicable network card.

2.3 If there is already an Existing Carrier providing a broadband service at the Premises. You must provide the MAC to enable Us to transfer to Our Preferred Carrier and start the Service. We will contact the Existing Carrier and use all reasonable endeavours to arrange for the provision of the Broadband Service to be transferred to Our Preferred Carrier. If there is no Telephone Service at the Premises a Preferred Carrier engineer will visit the Premises to install one and You agree to abide by the relevant Terms for installation set out in Part C.

2.4 You will be responsible for installing the Equipment which will be sent to You at the Premises. You will comply fully with all reasonable instructions and advice from the Preferred Carrier. If You experience any difficulties with the installation process You should contact Our customer support by email or telephone at the address or on the number set out on the Web Site.

2.5 We will not be liable for any loss or damage to Your computer or loss of any data stored on it as a result of the installation process nor will We be liable for Your access to the Internet. You agree that You have installed the Equipment at Your own risk and that You are responsible for backing up any of Your data. We suggest that You invest some anti viral software. We will not be liable for any loss or corruption of data or any other losses occurring as a result of not having such software.

2.6 You acknowledge and agree that:

2.6.1 the Broadband Service will depend upon Your particular Communications Line. If the Preferred Carrier determines that it is not practicable to supply the Service We shall have the right to terminate this agreement without any liability to You; and

2.6.2 after the Activation of Your Communications Line You may suffer a temporary loss of telephone Service. This will be reinstated following installation as soon as reasonably possible without any liability to Us.

2.7 We shall supply You with the relevant information to enable You suitably to prepare the Premises for the Activation of Your line.

2.8 You acknowledge and agree the speed and the stability of the operation of the Broadband Service is determined:

2.8.1 by the characteristics of Your Communications Line, which include its physical length, quality and susceptibility to interference from other Communications Lines;

2.8.2 electrical, electromagnetic or radio frequency interference;

2.8.3 Rate Adaptation and the Line Rate of Your Equipment;

2.8.4 the capacity available within the Glide Networking System or the internet generally;

2.8.5 the specific IP application protocol used; and/or

2.8.6 Our management of the network traffic and the priority that may be applied to the Broadband Service that You have purchased from Us and/or the type of traffic that You generate, and therefore We are unable to guarantee the speed or stability of Your Broadband Service.

2.9 If, for any reason, We are unable to supply the Broadband Service requested by You on the Order Form, We shall notify You that We are unable to supply the Broadband Service and shall suggest alternative Services that We are able to offer, if any.

2.10 We will try to give the maximum download transmission speed that You sign up for but We cannot necessarily guarantee this. Transmission speeds are determined by a number of factors outside Our control including the distance Your house is from the exchange and the number of other users. If We cannot give You the transmission speed You signed up for, We will give You the next available lower speed and, if necessary, adjust the Fee accordingly. You accept that upload speeds will be slower than download speeds.

2.11 If, for any reason, the Preferred Carrier should be required to visit Your Premises to assist with the Installation or any fault reported thereafter, You may incur a Supplemental Charge.

3 SUPPORT

3.1 We will provide the support services listed in this Clause 3 of this Part B only in respect of the Broadband Service and Equipment supplied by Us.

3.2 In the event of any fault or interruption in the delivery of the Broadband Service You should immediately report the same to Us by email glide@glide.uk.com or telephone on the number set out on the Web Site.

3.3 In the event that:

3.3.1 the fault is identified as a fault with Your Communication Line and:

3.3.1.1 Your Communication Line has not been provided by Us as part of the Services provided under Part A of these Terms, We will have no obligation or liability in this regard and You will be directed to the provider of Your Communication Line;

3.3.1.2 Your Communication Line has been provided by Us as part of the Services provided under Part A of these Terms, We will provide the support set out in Part C of these Terms;

3.3.2 the fault is with the Broadband Service We will be responsible in conjunction with the Preferred Carrier to rectify the problem as soon as practical;

3.3.3 the fault is with the Equipment provided by Us as a part of the Broadband Service We will (subject to Clauses 3.4 and 9 of this Part B below) replace the Equipment free of charge within 3 business days of the confirmation of the fault.

In this circumstance, You will return the faulty Equipment in accordance with Clause 9 of this Part B.

3.4 Clause 3.3 of this Part B shall not impose any obligation or liability upon Us as set out in that Clause 3.3 of this Part B or otherwise when the fault or interruption is caused or contributed to by:

3.4.1 the neglect, wilful or negligent damage of any Communication Line or Equipment by You or any third party;

3.4.2 any interruption in the Broadband Service caused by factors or circumstances beyond Our control including (without limitation) network problems or atmospheric conditions. In these circumstances We will use Our reasonable endeavours to restore the Broadband Service as soon as practical but shall have no further obligation or liability;

3.4.3 the inadequacy or incompatibility of Your computer hardware, software, wireless capability or any other issues relating to connectivity to the wireless network not caused by Us.

3.5 In order to connect to the Broadband Service, You may be required to install certain software on Your personal computer. If You do not install this software when required We may not be able to resolve any installation, connection or configuration problems You may have.

4 YOUR OBLIGATIONS

4.1 You must use the Broadband Service in accordance with this Agreement and any other reasonable instructions We give You from time to time.

4.2 The Broadband Service is a residential service that is made available to You only for personal use and You must not use the Broadband Service for commercial or business purposes.

4.3 You agree to compensate Us for all reasonable losses, fines, damages, claims, costs and expenses suffered or incurred by Us arising from or in connection with Your use of the Broadband Service in breach of this Agreement, in particular this Clause 4 of this Part B.

4.4 You must notify Us immediately of any problems with the Broadband Service, including with Your telephone line, by email at glide@glide.uk.com or by calling Us on the number advertised on Our Web Site.

4.5 Without prejudice to Our liability under Clause 9 of this Part B, if You are unable to receive the Service because there is a problem with Your connection or Your telephone line, You may be entitled to compensation from Us. If a problem is caused by Your negligence, or was not caused by Us, or You have not notified Us of the problem in accordance with Clause 4.4 of this Part B, then You will not be entitled to any compensation.

4.6 You may not use the Broadband Service in an unauthorised, harmful, malicious, offensive, unlawful, abusive, indecent, immoral, obscene, menacing, fraudulent or defamatory (which injures someone's reputation) way, in connection with criminal activities or to carry out a criminal activity, or in any way which breaches Your statutory duties. Examples of such use will include, but are not limited to, use which would damage or adversely affect the operation of the Broadband Service or any telecommunications systems, which would breach the Intellectual Property Rights of a third person, or would breach the rights of confidence or the rights of privacy of a third person, or which would cause any person annoyance or anxiety. You must also not encourage or allow the Broadband Service to be used in any manner set out above.

4.7 You must notify Us immediately in writing of any allegation of infringement of any Intellectual Property Rights prompted by Your use of the Broadband Service. You may not make an admission relating to an alleged infringement. You must allow Us, or at Our election, the Preferred Carrier to conduct all negotiations and proceedings and give Us or the Preferred Carrier all reasonable assistance in doing so. You must allow any part of the Broadband Service to be modified so as to avoid continuation of the alleged infringement.

4.8 You will co-operate with Our reasonable requests for information regarding Your use of the Broadband Service and supply such information without delay.

4.9 You will undertake not to resell the Usage of Your Broadband Service to third parties.

4.10 You agree to comply with the terms of Our Fair and Acceptable Usage Policy, as available from the Web Site.

4.11 Depending on Your package, You may have unlimited access to the Broadband Service. However, if We feel that Your Internet activities are so excessive that other members are detrimentally affected, We may give You a written warning (by email or otherwise). In extreme circumstances, should the levels of activity not immediately decrease after the warning, We may terminate the Broadband Services.

4.12 Whilst We provide the Broadband Service to You, You authorise Us to act on Your behalf in all dealings with the Preferred Carrier in connection with the Broadband Service, and in particular consent to the Preferred Carrier providing Us access to, and transferring to Us, any personal data of Yours (and other relevant information) to allow Us to connect You to, and for Us to provide You with, the Broadband Service.

4.13 In addition to Clause 4.6 of this Part B above, where the Broadband Service is being used inappropriately by You, or We suspect that the Broadband Service is being used inappropriately by You, We may contact the police and/or co-operate with the police or any other similar and relevant authority or body in connection with any misuse. We may pass on Your personal details to these bodies, in particular where We are required to do so by law, and You consent to Our use of Your personal details in this manner.

5. SUSPENDING YOUR BROADBAND SERVICE

5.1 We may suspend the Broadband Service immediately: (a) if We need to (or any network operator or service provider needs to) carry out repairs, maintenance or the introduction of new aspects to the Broadband Service (and We will try to restore the Broadband Service as soon as We can); (b) if We are told to do so by the government, the emergency services or any other competent or lawful authority; or (c) if You have committed a serious breach of this Agreement.

6 REGRADES

6.1 If You already use Our Broadband Services and then order a faster Broadband Service from Us the previous service will be regraded for a Supplemental Charge .

7 RATE ADAPTATION AND STABILISATION

7.1 You acknowledge that Your Line Rate will be subject to Rate Adaptation. Rate Adaptation can occur several times each day and may change the Line Rate available to You. Such changes in the Line Rate may re-set Your connection to the Glide Networking System or the DSLAM.

7.2 The Broadband Service may provide upstream (and downstream) Rate Adaptation. If so, the maximum and minimum Line Rate available for the Broadband Service is detailed in the Acceptance Form.

7.3 If applicable, You acknowledge that the Stabilisation Period cannot commence and that the Preferred Carrier will not be able to establish a Maximum Stable Rate until you have installed the appropriate Equipment and the Communications Line is synchronised to the relevant DSLAM. You acknowledge that the Maximum Stable Rate may be subject to change as further detailed in the product description.

8 FEES

8.1 If You are transferring from an Existing Carrier, You may have an existing agreement with the Existing Carrier which has a minimum service period in it. You are responsible for checking Your agreement with Your Existing Carrier and for any ongoing charges or charges on termination You may have to pay to Your Existing Carrier. These charges will be in addition to Our Fees.

8.2 If choosing the Broadband Service, the Fee as detailed on the Acceptance Form includes an Activation Charge and a Cease Charge Fee.

8.3 For customers moving home before the Agreement has terminated, an Activation Fee and Cease Charge Fee will be payable. However, You acknowledge that We will not supply any new Equipment to You and that You will need to install the Equipment at the new Premises.

8.4 Where You move home because Your Tenancy Agreement has been terminated for whatever reason, You will still be liable for the Fee. However, where possible, We will be happy to transfer the Broadband Service to Your new home.

8.5 You agree the Fee includes VAT at 17.5%. Any change to the rate of VAT will be reflected in the Fee charged to You.

9 EQUIPMENT

9.1 We will provide You with Equipment, including a wireless router, cables and filter(s)

9.1.1 We agree to lease the Equipment to You for as long as You continue to receive the Service under these Terms. The Equipment remains the property of Us and You will need to take good care of the Equipment while it is leased to You. Upon termination of Your Agreement, the Equipment must be returned to: Glide, The Chamberlain Building, 36 Frederick Street, Birmingham, B1 3HN. Any Equipment not returned to Us will be subject to a fee of £50+VAT.

9.1.2 If You choose to keep any Equipment after We stop providing Service, it is supplied to You 'as is', without warranty and We are not able to support it online or via telephone.

9.1.3 You need to inspect the Equipment as soon as You receive it and tell Us of any damaged or missing items or is faulty within 7 days by calling customer services. We will send You new Equipment and You agree to return the faulty part.

9.1.4 We warrant that the Equipment will be of satisfactory quality and reasonably fit for the purpose intended for a period of 12 months from the Start Date (the "Warranty Period"). If during the Warranty Period the Equipment becomes defective, You should return it to Us, at no charge to You. We shall repair the Equipment or replace it, at Our sole discretion and subject to any manufacturer's warranty, with Equipment of no less quality than the Equipment being replaced. The replacement Equipment shall benefit from the remaining term of the Warranty Period. If, in Our reasonable opinion, We discover that the defects to the replaced Equipment have been caused as a result of Your negligent, wilful damage or acts or omissions, We shall be entitled to charge You for the cost of the Equipment and such of Our reasonable costs as We may have incurred pursuant to this Clause 9.1.4 of Part B.

9.2 You are only permitted to use the Equipment to connect to the Glide Networking System, or a network approved by Us.

10 TERM AND TERMINATION

10.1 We may terminate this Agreement immediately upon written notice to You if (for whatever reason):

10.1.1 it becomes unlawful for Us or the Preferred Carrier to continue to provide or support the Service; or

10.1.2 the Preferred Carrier supporting the Broadband Service ceases to do so for whatever reason or changes the terms in respect of the provision of telecommunications services to Us for the Service for reasons beyond Our reasonable control.

10.2 If Our Preferred Carrier increases the Cease Charge Fee, You agree to pay Us a Supplemental Charge to cover the difference.

10.3 We will provide You with a MAC code if requested within 5 business days. If You leave the Broadband Service during the Agreement, all payments will still be payable until the Agreement end date unless terminated due to Our breach.

11 FURTHER OBLIGATIONS

11.1 You shall obtain at Your expense all permissions, licences, registrations and approvals necessary for, or considered desirable by Us to deliver, install and maintain the Equipment or to provide the Services.

Part C - Glide Terms & Conditions - Telephone

This Part C relates solely to the supply of the Telephone Service.

We will be relying on third party telecommunication suppliers (the Carrier) and Our ability to provide You with the Telephone Service is, in part, reliant on them. These terms and conditions are in addition to Glide's General Terms and Conditions.

1 DEFINITIONS

1.1 In this Part, the following terms shall have the following meanings save that any terms not defined below will be as defined in Part A to these Terms:

"Agreement"

these Terms, the Order Form and the Acceptance Form;

"Carrier"

either the Existing Carrier or the Preferred Carrier as appropriate;

"Existing Carrier"

the third party provider who is currently providing the Telephone Service to the Premises;

"Charges"

the charges for the Telephone Service which You agree to pay including, but not limited to, a connection fee, charges for line rental and calls You make using the Telephone Service;

"Installation Date"

the day We tell You that a Carrier engineer will come to install Your telephone line;

"International Calls"

calls to a destination outside the United Kingdom;
“National and Local Calls”
calls within the United Kingdom to numbers beginning with “01” or “02”;
“Number Translation Services”
calls described as such in the Price List from time to time and includes calls to numbers identified as “special services” starting with “08”;
“Preferred Carrier”
BT or any other third party provider through whom We will provide the Telephone Service;
“Premium Rate Calls”
calls described as such in the Price List from time to time and includes calls to numbers beginning with “09” or a code commencing “118”;
“Price List”
the price list for the Telephone Service which is published on Our Web Site
“Start Date”
the day on which a Carrier engineer successfully installs the Telephone Service or where the Telephone Service already exists the date set out in the Acceptance Form (as applicable);
“Telephone Service”
the telephone service which is provided by Us. The Telephone Service is a line rental and call service which allows You to rent Your telephone line from Us instead of from British Telecom PLC (or another provider) and place calls through a “carrier pre-selection” service (which lets You make calls using Your telephone line).

2 INSTALLATION

2.1 We will endeavour to provide the Telephone Service as soon as possible.
2.2 If there is already an Existing Carrier providing a telecommunications service at the Premises, You will provide Us with all relevant details about such Carrier and the relevant service. We will contact the Existing Carrier and use all reasonable endeavours to arrange for the provision of the Telephone Service to be transferred to Our Carrier. If there is no Telephone Service at the Premises a Carrier Engineer will need to visit the Premises to install one.
2.3 If applicable, We will select an Installation Date that is as soon as possible. We will let You know the Installation Date and time (am or pm). If this time is inconvenient for You, please inform Us immediately and We will endeavour to rearrange the time for You.
2.4 If applicable, You acknowledge and agree that:
2.4.1 You will arrange for a person to be at the Premises on the Installation Date to allow the Carrier engineer to install the Telephone Service. Failure to do this will result in a delay of Your Telephone and Broadband Services being installed.
2.4.2 Multiple Carrier engineer visits due to You not being at the Premises and/or You being unable to let the Carrier engineer install the Telephone Service may levy an Supplemental Charge.
2.4.3 If You order Broadband Services as well, We will endeavour to activate Your Broadband at the same time. You acknowledge that this however this is not always possible.
2.4.4 If the Carrier engineer concludes that there will be Supplemental Charges to install a Telephone Service, You can choose not to proceed. Should You wish to proceed, You will have to agree to pay these Supplemental Charges .
2.5 If, for any reason, We are unable to supply the Telephone Service requested by You on the Order Form, We shall notify You that We are unable to supply the Telephone Service and shall suggest alternative Telephone Services that We are able to offer, if any.
2.6 If Your Existing Carrier is British Telecom PLC We will try to ensure that You retain Your old telephone number, although We cannot guarantee this. If You transfer to Us from an Existing Carrier other than British Telecom PLC, We may allocate another telephone number to You. Once We commence providing the Telephone Service, We will try to keep Your same telephone number for You, but We may have to change it for operational reasons and We will give You prior notice of this.

3 OUR OBLIGATIONS

3.1 We will provide You with the Telephone Service from the Start Date. You must use both the line rental and calls service elements of the Telephone Service. Should You decide to migrate either the line rental or calls service to an alternative provider, We may terminate this Telephone Service (where You will lose the ability to use Your telephone line).
3.2 We will display Your itemised bills via Your customer account area on Our Web Site.
3.3 We do not provide any Telephony Equipment to allow You to make telephone calls. If You do not own a telephone (or other device capable of using the Telephone Service), You must purchase or rent one to use the Telephone Service. You are responsible for any telephone equipment You purchase or rent.
3.4 If You are transferring from an Existing Carrier, some services that You may have received from Your Existing Carrier, such as indirect access (“IA”) and other subscriber or premium rate services may involve additional call charges for You (which We will charge to You at Our rates as listed in Our Price List). Some of Your existing call features (for example, call barring) may not be capable of automatic transfer. We will put measures in place to try to ensure that You receive the same services with Us as You had with Your Existing Carrier. You should be aware that there is no guarantee that this will happen or these measures will be effective all of the time. As a result You may incur additional unforeseen charges, for example where call barring has not been transferred. You agree to check the services You are receiving once the Telephone Service commences and check whether You are receiving the services You previously received from Your Existing Carrier. If You are not, You must notify Us of this fact immediately.
3.5 When We provide You with the Telephone Service, We will use the reasonable skill and care of a competent service provider. We cannot guarantee that the Telephone Service will always be fault-free or free of interruptions. To the extent that this is beyond Our control and You agree that We shall have no liability for faults in the Telephone Service due to matters beyond Our control.
3.6 If You are transferring from an Existing Carrier, You may have an existing contract with Your Existing Carrier which has a minimum service period in it. You are responsible for checking Your contract with Your Existing Carrier and for paying for any ongoing charges or charges on termination You may have to pay to Your Existing Carrier. These charges will be in addition to Our Charges.
3.8 Where You have a new Telephone Service installed there may be a delay in switching the Telephone Service from the Existing Carrier who installed the Telephone Service to the Preferred Carrier. Any call charges incurred by You during that period will be Your responsibility and We will, if required, bill You.
3.9 Call duration and charging - calls are charged on a per minute basis rounded up to the nearest penny as set out in the Price List. Call charges will be charged to You at the rates set out on Our Website. Call durations are rounded up to

the nearest minute, this applies to National and Local Calls. International Calls, Premium Rate Calls, Number Translation Services and calls to mobile phone are charged on a per second basis. A minimum call connection fee as stated in Our call list applies and will be charged for daytime National and Local Calls, International Calls, Premium Rate Calls, Number Translation Services and calls to Mobile phones. Peak times are set out on Our Website. Calls that cross from peak to off-peak periods (or vice versa) are charged at the rate relevant to the time it is taking place in.

3.10 As part of Our fraud protection policy We may, from time to time, set up call barring to certain destinations and from certain localities. If this affects Your use of the Telephone Service, You may ask Us to change this by contacting Us, but this may be conditional on a payment from You being made. You will be responsible and required to make payment for all calls made in the event that call barring fails or is removed from Your telephone line.

3.11 Whilst We provide the Telephone Service to You, You authorise Us to act on Your behalf in all dealings with the Carrier in connection with the Telephone Service, and in particular consent to the Carrier providing Us access to, and transferring to Us, any personal data of Yours (and other relevant information) to allow Us to connect You to, and for Us to provide You with, the Telephone Service.

3.12 Where the Telephone Service is being used inappropriately by You, or We suspect that the Telephone Service is being used inappropriately by You, We may contact the police and/or co-operate with the police or any other similar and relevant authority or body in connection with any misuse. We may pass on Your personal details to these bodies, in particular where We are required to do so by law, and You consent to Our use of Your personal details in this manner.

4 SUPPORT

4.1 If You have any queries regarding the Telephone Service, You should email or telephone Our customer support to the address or on the number set out on the Web Site.

5 YOUR OBLIGATIONS

5.1 You must use the Telephone Service in accordance with this Agreement and any other reasonable instructions We give You from time to time.

5.2 You may not use the Telephone Service in an unauthorised, harmful, malicious, offensive, unlawful, abusive, indecent, immoral, obscene, menacing, fraudulent or defamatory (which injures someone's reputation) way, in connection with criminal activities or to carry out a criminal activity, or in any way which breaches Your statutory duties. Examples of such use will include, but are not limited to, use which would damage or adversely affect the operation of the Telephone Service or any telecommunications systems, which would breach the intellectual property rights of a third person, or would breach the rights of confidence or the rights of privacy of a third person, or which would cause any person annoyance or anxiety. You must also not encourage or allow the Telephone Service to be used in any manner set out above.

5.3 The Telephone Service is a residential service that is made available to You only for personal use and You must not use the Telephone Service for commercial or business purposes.

5.4 You agree to compensate Us for all reasonable losses, fines, damages, claims, costs and expenses suffered or incurred by Us arising from or in connection with Your use of the Telephone Service in breach of this Agreement, in particular this Clause 5 of this Part C.

5.5 You must notify Us immediately of any problems with the Telephone Service, including with Your telephone line, by email at glide@glide.uk.com or by calling Us on the number advertised on Our Web Site. If necessary, You must provide Us (or Our Carrier) with access to the premises where You receive the Telephone Service to enable Us (or Our agents) to try to fix the problem. If We (or Our Carrier) agree a time or date with You to attend Your premises and We (or Our agents) are unable to access Your premises at that time or on that date, You will be charged a fee for Our (or Our Carrier's) abortive visit.

5.6 Without prejudice to Our liability under these Terms, if You are unable to receive the Telephone Service because there is a problem with Your connection or Your telephone line, You may be entitled to compensation from Us. If a problem is caused by Your negligence, or was not caused by Us, or You have not notified Us of the problem in accordance with Clause 5.5 of this Part C, then You will not be entitled to any compensation.

6 SUSPENDING YOUR TELEPHONE SERVICE

6.1 We may suspend the Telephone Service immediately: (a) if We need to (or any network operator or service provider needs to) carry out repairs, maintenance or the introduction of new aspects to the Telephone Service (and We will try to restore the Telephone Service as soon as We can); (b) if We are told to do so by the government, the emergency services or any other competent or lawful authority; (c) if You have committed a serious breach of this Agreement, or (d) as otherwise set out in this Clause 6 of this Part C.

6.2 Sometimes, it may appear to Us that there is an unusual change in Your use of the Telephone Service (for example, the volume or destination of calls increases significantly). If this does happen We may suspend the Telephone Service to prevent You from incurring excessive or unwanted charges. We will only ever do this in exceptional circumstances and always try to contact You beforehand (but this may not be possible). If We suspend Your use of the Telephone Service for any reason, You will still be able to make calls to the operator and emergency services. You will be responsible and required to make payment for all calls made in the event that We do not suspend the Telephone Service.

6.3 Sometimes You may have indirect access to another service operators' network (for example by using the "IA" access codes) which may result in charges to You or Us. If there is, or We suspect there is, an unusual amount of activity by You via this indirect access, We may bar Your calls and/or terminate the Telephone Service with You. We will try to give You prior notice before We bar Your calls or terminate the Telephone Service. You will still be responsible and required to make payment for all calls made via indirect access before We bar Your calls. You will still be able to make calls to emergency services where We have only barred Your calls (but not where We have terminated the Telephone Service).

7 FEES

7.1 The Fees do not include a connection charge which may be payable if the Carrier levies the charge on Us. This charge is £119.99 inclusive of VAT. Charges for line rental are payable monthly in advance and call charges are payable monthly in arrears.

7.2 The Fees for our call charges are set out on Our Website and are subject to change

7.3 You agree the charges includes VAT at 17.5%. Any change to the rate of VAT will be reflected in the charges to You.

8 TERMINATION

8.1 We may terminate this Agreement immediately upon written notice to You if (for whatever reason):

8.1.1 it becomes unlawful for Us or the Carrier to continue to provide or support the Telephone Service; or

8.1.2 the Carrier supporting the Telephone Service ceases to do so for whatever reason or changes the terms in respect of the provision of telecommunications services to Us for the Telephone Service for reasons beyond Our reasonable control.

8.2 If Our Carrier increases the cost of terminating Your Telephone Service, You agree to pay Us a Supplemental Charge to cover the difference.

9 FURTHER OBLIGATIONS

9.1 You agree that the Carrier can install the telephone line at the Premises.

9.2 You agree to direct the Carrier's engineer to position the telephone socket in a central location in the house near to an electricity plug socket.

9.3 You shall obtain at Your expense all permissions, licences, registrations and approvals necessary for, or considered desirable by Us to deliver, install and maintain the Equipment or to provide the Services.

Part D -Terms & Conditions - TV Licence

This section Part D relates solely to the provision of a Television Licence.

These terms and conditions are in addition to Glide's General Terms and Conditions.

1 DEFINITIONS

1.1 In this Part, the following terms shall have the following meanings save that any terms not defined below will be as defined in Part A to these Terms:

"BBC"

British Broadcasting Corporation;

"Licensing Authority"

TV Licensing of 100 Temple Street, Bristol, BS1 6AB;

"Licensing Period"

the period from the Start Date to the end of the previous calendar month in the following year;

"Start Date"

The later of the date of the Acceptance Form and the date we obtain the licence which shall not be later than 3 business days from the date of the Acceptance Form;

"TV Licence"

a television licence issued by Licensing Authority on behalf of the BBC.

2 OUR OBLIGATIONS

2.1 We agree to purchase a TV Licence from the Licensing Authority for Your Premises as specified on the Acceptance Form on the Start Date.

2.2 We shall receive the TV Licence from the Licensing Authority by electronic e-mail.

2.3 We shall send You the TV Licence either via e-mail, post or through Your account area.

2.4 From time to time We may send messages via e-mail regarding Your TV Licence.

2.5 The TV Licence will be valid for the Licensing Period.

3 YOUR OBLIGATIONS

3.1 You acknowledge that it is Your responsibility to ensure that Your Premises are properly and fully licensed whether by this Agreement or not.

3.2 You acknowledge that You may be prosecuted if You are found to be using a TV receiver to receive television programmes without a TV Licence.

3.3 You acknowledge that at the end of the Licensing Period, if necessary, You will make arrangements, if necessary, to renew Your TV Licence whether through Us or not.

3.4 It is a condition of every TV Licence that You must be able to produce Your TV Licence for inspection by a TV Licensing officer. You must therefore ensure that You are able to print Your TV Licence if we send it to You via e-mail or via Your account area.

3.5 You acknowledge that in the event that You move Premises, it may be possible to transfer the TV Licence to Your new Premises. If this is the case, We reserve the right to charge You a Supplemental Charge.

3.5 You also agree that You will not act for any fraudulent or other illegal purpose nor will You interrupt or damage the Licensing Authority or try to make them less efficient. Any fraudulent or illegal activity may be reported to an appropriate authority such as the police.

3.6 If you breach any of these Terms, You may be prohibited with immediate effect and without notice from receiving Your TV Licence. If You are so prohibited, You will remain fully responsible and liable to pay the Licensing Authority by another means and to ensure that You are properly licensed and may still be prosecuted if You are found to be using a TV receiver to receive television programmes without a TV Licence.

4 PROPRIETARY RIGHTS

4.1 All materials (including without limitation, all designs, text, graphics and their selection and arrangement) relating to Your TV Licence are subject to copyright, design rights and trademarks of the BBC and/or third parties. Nothing contained in these Terms shall be construed as conferring by implication, estoppel or otherwise any licence or right to use any trademark, patent, design right or copyright of the BBC or any other third party.

Part E -Terms & Conditions - Water

This Part E relates solely to the provision of a Water Service.

We will be relying on third party Water Suppliers and Our ability to provide You with the Water Service is, in part, reliant on them. These terms and conditions are in addition to Glide's General Terms and Conditions.

1 DEFINITIONS

1.1 In this Part, the following terms shall have the following meanings save that any terms not defined below will be as defined in Part A to these Terms:

"Existing Water Supplier"

the third party company or companies supplying the Premises with the Water Service;

"Fair and Acceptable Usage Policy"

the fair and acceptable usage policy posted on Our Web Site (as amended from time to time);

"Fee(s)"

the fees You pay to Us for the Water Service;

"Start Date"

the start date specified on the Acceptance Form;

"Preferred Water Supplier"

the third party company or companies supplying the Premises on the Acceptance Form with the Water Service;

"Water Service"

the provision of water and sewerage services to the Premises;

"Water Supplier"

either the Existing Water Supplier or the Preferred Water Supplier (as appropriate);

"Meter"

the water meter installed at the Premises (if any);

"Readings"

meter readings taken from the Meter at Your Premises;

"Authority"

the Water Services Regulation Authority (Ofwat).

2 OUR OBLIGATIONS

2.1 If there is already an Existing Water Supplier providing a Water Service at the Premises We will contact the Existing Water Supplier and use all reasonable endeavours to arrange for the provision of the Water Service to be transferred to Our Preferred Water Supplier at the earliest opportunity.

2.2 We agree to contract with the Water Supplier on the Start Date for the Water Service to the Premises.

2.2 We will terminate Our contract with the Water Supplier in respect of the Premises at the end of Your Agreement with Us

2.3 We agree to abide by the Authority's rules on the resale of water and We will not exceed the maximum amounts permitted for the re-sale of water as determined by the Authority from time to time.

2.4 We reserve the right to pass on any charges which the Water Supplier levies on Us as a Supplemental Charge.

2.5 Whilst We provide the Water Service to You, You authorise Us to act on Your behalf in all dealings with the Water Supplier in connection with the Water Service, and in particular consent to the Water Supplier providing Us access to, and transferring to Us, any personal data of Yours (and other relevant information) to allow Us to connect You to, and for Us to provide You with, the Water Service.

2.6 In addition to Clause 2.5 of this Part E above, where the Water Service is being used inappropriately by You, or We suspect that the Water Service is being used inappropriately by You, We may contact the police and/or co-operate with the police or any other similar and relevant authority or body in connection with any misuse. We may pass on Your personal details to these bodies, in particular where We are required to do so by law, and You consent to Our use of Your personal details in this manner.

3 SUPPORT

3.1 In the event of loss of supply or problems with the quality of supply due to a problem within the curtilage of the Premises this is the responsibility of Your landlord or letting agent and all enquiries should be directed toward them. We have no liability for any such issues.

3.2 In the event of loss of supply or problems with the quality of supply due to any other reason, please call either the Water Supplier or Our customer support line or the number set out on the Web Site. This support is subject to the provisions of Clause 4.14 of this Part E.

4 YOUR OBLIGATIONS

4.1 If there is a Meter You agree to provide Us or the Water Supplier with regular readings as and when requested. If appropriate, You agree to allow Us, the Water Supplier or a agent or contractor working for Us or the Water Supplier, access to Your Premises to take accurate Readings.

4.2 If required by law, Us or the Water Supplier, you agree to the installation of a Meter at the Premises. You agree to allow access to the Premises on the day of installation of the Meter.

4.3 Both Parties will use their reasonable endeavours to obtain the necessary consents be it from Your Landlord or otherwise in order to obtain the Water Services.

4.4 You agree to abide by Our Fair and Acceptable Usage Policy with regards to either Your usage of the Water Service if You have a Meter installed or if You do not have a Meter to the rateable value of Your Premises as determined by the Water Supplier. Failure to comply with this policy will result in a Supplemental Charge.

4.5 You agree to use the mains water at a considerate and reasonable rate and will try to conserve Your usage where ever possible. We strongly encourage You to be as "green" as possible with Your usage.

4.6 You agree to the standard terms and conditions of the Water Supplier in addition to these Terms. These additional standard terms can be found on the web site of Your Water Supplier.

4.7 The Water Supplier may unintentionally send paper invoices to Your Premises. You agree to immediately contact Us if this happens so that We may correct the problem. Failure to do this may result in Us being unable to pay the Water Supplier until the problem has been rectified.

4.8 You agree to look after any property of the Water Supplier including but not limited to the Meter and agree not to change or tamper with it in any way.

4.9 You agree that We shall have no liability for the water Meter or any associated pipe work connected to it.
4.10 You agree to allow safe access to the Meter at any time in an emergency and at all other reasonable times where We or the Water Supplier or Our sub-contractors or agents are required (as applicable) to repair, install, remove, replace a Meter, or to test or inspect or to cut off or reconnect the Water Service.
4.11 Should the Readings prove to be inaccurate due to a faulty Meter, Your wilful misdisclosure of the Readings or otherwise and as result you breach Clause 3.4 of this Part E, You agree to pay any Supplemental Charges levied by the Water Supplier against Us even if such charges are levied after the end of the Agreement.
4.12 Should You dispute the accuracy of the Readings with such dispute proving to be unfounded You agree to pay Us any costs that We may have incurred in arranging for such a test to occur.
4.13 You agree to take a Reading at the start and at the end of the Agreement and also prior to Your moving Premises.
4.14 You acknowledge and agree that We are not responsible for the quality or continuity of the Water Service as those things are outside of Our control.

5 FEES

5.1 Fees for the Water Service are payable monthly in advance. You acknowledge that the Fees include a management fee. There is VAT at 0% on the water part of the Fees and VAT at 17.5% on the rest.
5.2 If You are transferring from an Existing Water Provider, You may have an existing agreement with the Existing Water Provider which has a minimum service period in it. You are responsible for checking Your agreement with Your Existing Water Provider and for any ongoing charges or charges on termination You may have to pay to Your Existing Water Provider. These charges will be in addition to Our Fees.
5.3 You agree to pay any Supplemental Charges levied by the Water Supplier as a result of any regulatory change which will be passed through at cost.

6 TERMINATION

6.1 We may terminate this Agreement immediately upon written notice to You if (for whatever reason):
6.1.1 it becomes unlawful for Us or the Water Supplier to continue to provide or support the Water Service; or
6.1.2 the Water Supplier supporting the Water Service ceases to do so for whatever reason or changes the terms in respect of the provision of Water Service to Us for reasons beyond Our reasonable control; or
6.1.3 You persistently breach Our Fair and Acceptable Usage Policy; or
6.1.4 You tamper with or in anyway interfere with the provision of the Water Service.
6.2 If Our Water Supplier increases the cost of terminating Your Service, You agree to pay Us a Supplemental Charge to cover the difference.

Part F -Terms & Conditions - Gas and Electricity

This Part F relates solely to the provision of Gas and Electricity.

We will be relying on third party Energy Suppliers and Our ability to provide You with the Energy Service is, in part, reliant on them. These terms and conditions are in addition to Glide's General Terms and Conditions.

1 DEFINITIONS

1.1 In this Part, the following terms shall have the following meanings save that any terms not defined below will be as defined in Part A to these Terms:

"Authority"

the Office of Gas and Electricity Markets (Ofgem);

"Energy Supplier"

either the Existing Energy Supplier or the Preferred Energy Supplier as appropriate;

"Energy Service"

the provision of gas and electricity services to the Premises;

"Existing Energy Supplier"

the third party company or companies supplying the Premises with the Energy Service;

"Fair and Acceptable Usage Policy"

the fair and acceptable usage policy posted on Our Web Site (as amended from time to time);

"Fee(s)"

the fees You pay to Us for the Energy Service;

"Meters"

the gas and electricity credit meters installed at the Premises;

"Preferred Energy Supplier"

the preferred Energy Supplier chosen by Us to whom We will transfer the supply of Your Premises;

"Readings"

meter readings taken from the Meters at Your Premises;

"Start Date"

the start date specified on the Acceptance Form save where there is a pre-payment meter in which case the Start Date will be the date the replacement credit meter is installed.

2 OUR OBLIGATIONS

2.1 If there is already an Existing Energy Supplier providing an Energy Service at the Premises, We will contact the Existing Energy Supplier and use all reasonable endeavours to arrange for the provision of the Energy Service to be transferred to Our Preferred Water Supplier at the earliest opportunity.

2.2 We agree to contract with the Energy Supplier on the Start Date for the Energy Service to the Premises.

2.2 We will terminate Our contract with the Energy Supplier at the end of Your Agreement with Us.

2.3 We agree to abide by the Authority's rules on the resale of gas and electricity and We will not exceed the maximum amounts permitted for the re-sale of gas and electricity as determined by the Authority from time to time.

2.4 We reserve the right to pass on any charges which the Energy Supplier levies on Us as a Supplemental Charge.

2.5 Whilst We provide the Energy Service to You, You authorise Us to act on Your behalf in all dealings with the Energy

Supplier in connection with the Energy Service, and in particular consent to the Energy Supplier providing Us access to, and transferring to Us, any personal data of Yours (and other relevant information) to allow Us to connect You to, and for Us to provide You with, the Water Service.

2.6 In addition to Clause 2.5 of this Part F above, where the Energy Service is being used inappropriately by You, or We suspect that the Energy Service is being used inappropriately by You, We may contact the police and/or co-operate with the police or any other similar and relevant authority or body in connection with any misuse. We may pass on Your personal details to these bodies, in particular where We are required to do so by law, and You consent to Our use of Your personal details in this manner.

3 SUPPORT

3.1 In the event of a gas leak or other gas emergency You should dial either the National Grid Gas Emergency number 0800 111999, or Our customer support number as shown on the Web Site.

3.2 In the event of a general or local power cut or blackout You dial Our customer support number as shown on the Web Site.

3.3 For all other enquiries You should email or telephone the address or number set out on the Web Site.

4 YOUR OBLIGATIONS

4.1 You agree to provide Us or the Energy Supplier with regular Readings as and when requested. You agree to allow Us, the Energy Supplier or a agent or contractor working for Us or the Energy Supplier, access to Your Premises to take accurate Readings.

4.2 If there is a prepayment meter(s) in Your Premises, you agree to the installation of a Meter(s) at the Premises. You agree to allow access to the Premises on the day of installation of the Meter by the Energy Supplier or its agents and/or contractors. The Service to which the prepayment meter relates shall be excluded from the Energy Service and the Fees adjusted accordingly until such time as a Meter is installed. Any cost associated with making such a change to the meters at the Premises will be borne by Us.

4.3 You agree to abide by Our Fair and Acceptable Usage Policy with regards to Your usage of the Energy Service. Failure to comply with this policy will result in a Supplemental Charge. The Supplemental Charge will be at the Energy Supplier's standard rate.

4.4 You agree to use the mains gas and electricity at a considerate and reasonable rate and will try to conserve Your usage where ever possible. We strongly encourage You to be as "green" as possible with Your usage.

4.5 You agree to the standard terms and conditions of the Energy Supplier in addition to these Terms. These additional standard terms can be found on the web site of the Energy Supplier. To find out whom the Energy Supplier is, please telephone Xoserve on 0870 608 1524 for gas and your regional MPAS for electricity. You can find your regional MPAS number in your local telephone directory.

4.6 The Energy Supplier may unintentionally send paper invoices to Your Premises. You agree to immediately contact Us if this happens so that We may correct the problem. Failure to do this may result in Us being unable to pay the Energy Supplier until the problem has been rectified.

4.7 You agree to look after any property of the Energy Supplier including but not limited to the Meters and agree not to change or tamper with them in any way. In the event of damage caused by your neglect or wilful damage the cost will be levied as a Supplementary Charge.

4.8 You agree that We shall have no liability for the gas and electricity Meters or any associated wiring or equipment connected to it.

4.9 You agree to allow safe access to the Meters at any time in an emergency and at all other reasonable times where We or the Energy Supplier or Our sub-contractors or agents are required (as applicable) to repair, install, remove, replace a Meter, or to test or inspect or to cut off or reconnect the Energy Service.

4.10 Should the Readings prove to be inaccurate due to a faulty Meter, Your wilful misdisclosure of the Readings or otherwise, You agree to pay any Supplemental Charges levied by the Energy Supplier against Us even if such charges are levied after the end of the Agreement.

4.11 Should You dispute the accuracy of the Readings with such dispute proving to be unfounded You agree to pay Us any costs that We may have incurred in arranging for such a test to occur.

4.12 You agree to take a Reading at the start, the end and quarterly throughout the course of the Agreement and also, if applicable, prior to Your moving Premises if the intention is to continue the Agreement with Us at the new Premises.

4.13 You acknowledge and agree that We are not responsible for the quality or continuity of the Energy Service as those things are outside of Our control.

5 FEES

5.1 Fees for the Energy Service are payable monthly in advance. You acknowledge that the Fees include a management fee. There is VAT at 5% on the gas and electricity part of the Fees and VAT at 17.5% on the rest.

5.2 If You are transferring from an Existing Energy Supplier, You may have an existing agreement with the Existing Energy Supplier which has a minimum service period in it. You are responsible for checking Your agreement with Your Existing Energy Supplier and for any ongoing charges or charges on termination You may have to pay to Your Existing Energy Supplier. These charges will be in addition to Our Fees.

5.3 You agree to pay any Supplemental Charges levied by the Energy Supplier as a result of any regulatory change which will be passed through at cost.

5.4 You agree that We may increase the Fees charged as a result of any change in the prices charged by the Preferred Energy Supplier of at least 5%.

6 TERMINATION

6.1 We may terminate this Agreement immediately upon written notice to You if (for whatever reason):

6.1.1 it becomes unlawful for Us or the Energy Supplier to continue to provide or support the Energy Service; or

6.1.2 the Energy Supplier supporting the Energy Service ceases to do so for whatever reason or changes the terms in respect of the provision of Energy Service to Us for reasons beyond Our reasonable control; or

6.1.3 You persistently breach Our Fair and Acceptable Usage Policy; or

6.1.4 You tamper with or in anyway interfere with the provision of the Energy Service.

6.2 If Our Energy Supplier increases the cost of terminating Your Service, You agree to pay Us a Supplemental Charge to cover the difference.