



Cloudscape
Connect Ltd

Cloudscape Standard Terms

What we provide

1. We provide you with your chosen services, including Telephony, Broadband, and, any other consumer services and any equipment we provide for use with your chosen services.
2. The terms for the services that we provide to you are made up of these Standard Terms, the relevant service terms (telephony, broadband and any other consumer services and equipment we provide), and any applicable Special Offer Terms.

Providing the service (access/permits)

3. You agree to follow any reasonable instructions that we may give you, and to allow us access to your premises if we need it.
4. You also agree to get any permission needed from someone else if we have to cross their land or put our equipment on their premises.
5. You agree to look after any of our equipment. If you do not do so and the equipment is damaged, you may have to pay for it to be repaired or replaced. If the equipment includes batteries you agree that you are responsible for ensuring these are recharged or replaced as required.

Where we provide the service

6. Unless the service terms say otherwise, we will only provide the service, including delivery of any equipment, to a UK address that you give us.

When the service starts

7. Your agreement with us starts on the date we accept your order for the service. The minimum period begins from the date we start to provide you with the service as set out in the relevant service terms.
8. If the service is intended to last for a minimum period details will be set out in the service order form.

Cancellation

9. You can cancel a service anytime up to 14 calendar days after the day we accepted your order. If you cancel after we start to provide the service, you must pay the service subscription charge for any period that the service was made available to you and for any use of that service not covered by the subscription charge, up to the date that you told us you wanted to cancel, and return any equipment we supply that is needed to use that service. You will also need to pay any installation, connection or activation charges associated with that service - including the full cost of charges that were discounted or advertised as free as a condition of taking the service on the terms that you agreed when we accepted your order. If the service you sign-up for is an additional feature, a re-contract and/or upgrade, upon cancelling the service we may revert you to your previous contract or the closest matching service.
10. You can cancel your order for any equipment up to 14 calendar days after the day on which we deliver it to you or any person you nominate to receive it
11. Where you cancel as set out in paragraph 10 or 11 above and are required to return any equipment to us, you must return the equipment to us (undamaged and in its original packaging) within 14 days of cancellation. Unless we agree otherwise, you are responsible for the cost of returning any equipment. We will refund anything you have already paid for the equipment, but we may reduce that refund by an appropriate amount up to the full value of the refund where the equipment is damaged, or we consider that the equipment has been used more than absolutely necessary to verify that it was fit for purpose. We may offer to collect the equipment from you and if you agree, we will charge you our reasonable

costs for doing so. These rights are in addition to any other statutory rights you may have to cancel your agreement.

12. We will treat any failure to return the equipment within 14 days of cancelling as a serious breach and immediately end your agreement in line with paragraph 43 below ("If you break the Agreement"). If we do this and you did not pay for the equipment in full - you will be liable to pay any Deferred Payment Charge (DPC) set out in the relevant service terms for that equipment. If you subsequently return the equipment to us, we will waive or return any DPC we have already charged.
13. If you cancel a service outside of the cancellation period set out in paragraph 10 above, you must give us the appropriate notice as detailed in paragraph 46 and you may be liable to pay early termination charges.

Returning faulty equipment

14. If you return any equipment as faulty, we may test it and if it is working, we will send it back to you. If we do so, we may charge you our costs for testing and postage. This does not affect your legal rights relating to equipment which is faulty or wrongly described.

Using the service

15. You may only use the service as agreed. You must always follow our acceptable use policies in the way that you use your chosen services. You must not use the service or allow the service to be used to make offensive, indecent, menacing, nuisance or hoax calls or to cause annoyance, inconvenience or needless anxiety.
16. You agree that any content, software or other copyright material we supply to you is for your use as agreed, and that you must not copy, change or publish the material or supply it to any other person or use it for any business purpose.
17. If we provide you with a phone number, you agree to the following:
 - a. That the number must not be advertised in or on a BT phone box. If this happens, we may suspend or end your agreement for the service. However, we will write to you before we take this action.
 - b. That you do not own the phone number and that you will not transfer it to anyone else or try to do so.
19. If you want to connect equipment to our network other than by using a phone socket, you must get our permission. You agree not to connect equipment to our network:
 - a. that does not bear the European Consumer Equipment Standards 'CE' mark; or
 - b. that may harm the network or other customers' equipment.
 - c. If you do, you must disconnect immediately
 - d. If you have an internet access service from us, you accept that you are using the internet at your own risk. You are responsible for making sure any equipment you use to access the service is protected against viruses.
20. You are responsible for properly using any user IDs, personal identification numbers (PINs) and passwords needed for the service, if any, and must take all necessary steps to make sure that you keep these confidential and secure, use them properly and do not make these available to unauthorised people.
21. In order to protect our network and maintain an acceptable network quality of service to all our customers, we reserve the right to restrict a user's online activities, where these activities may have a harmful or detrimental effect on the experience of other users and it is reasonable for us to do so, for instance sending spam messages or if your computer is used in a botnet attack.
22. If your machine has been infected by malware, or attempts to contact or access a malicious domain, we may take steps in our network to block access to that domain to protect you from possible criminal threats associated with that malware and to stop the spread of that infection.

Moving Premises

23. If you move premises within the UK, and let us know at least 10 working days before you do so, we will continue to provide your service by whatever technology is available at your new address.

Paying for services

24. You agree to pay all charges for the equipment and the service, including any additional charges detailed in these terms, whether you use the service or someone else does.

25. We will normally bill you upfront (in advance) for any rental charges for the service. We will bill you later for any other usage charges after the event which the charges relate to. If possible, charges will appear on your next bill, but sometimes there may be a delay.
26. We will email your bill to the email address you have provided, your first bill will be sent on the 1st working day of the month after we have provided the service to you. However, we may sometimes send you a bill at a different time, for example if the amount of money you owe us is considerably higher than expected.
27. You agree to pay the charges upon receipt of the bill unless otherwise agreed by us. You may also need to pay a deposit or a payment upfront before you can receive the service or goods.
28. If you do not pay your bill, we will send you a reminder or call you. If we do not receive payment within 28 calendar days of the date of that reminder, we may add a late payment charge to your next bill. We may also charge you by way of compensation to us for any Direct Debit or cheque payments that fail because you do not have enough funds in your account. The charges set out in this paragraph are not subject to VAT.
29. We will generally not suspend or end the service or the agreement until 14 days after sending you a formal "Termination Notice", unless the service terms say otherwise.
30. If you do not pay your bill, we may ask a debt-collection agency to collect the payment on our behalf. If we do, you will have to pay us an extra amount by way of compensation to us for breaking the terms of this agreement. This will not be more than the reasonable costs we have to pay the agency, who will add the amount to your debt on our behalf (this will depend on the amount you owe us). Any extra amount added to your bill will not be subject to VAT. This paragraph applies even if your agreement with us has ended.
31. Where we arrange for an engineer to visit your Premises for activation of the Service, or for resolution of a fault, you will be responsible for any costs incurred owing to any of the following:
 - a. an engineer attends an incorrect address as provided by you;
 - b. the site for installation does not meet any agreed minimum requirements;
 - c. an engineer arrives to carry out the installation at the address provided by you, but you no longer want the installation completed;
 - d. entry is refused to the Premises, or access cannot be gained, at the appointed time, as agreed between you and us;
 - e. you report a fault, an engineer attends your Premises, and discovers the fault is not the result of the Service;
 - f. your reported problem, following your request for an engineering visit, cannot be confirmed; and
 - g. when you cancel a request for an engineering visit later than 48 hours before the scheduled visit.

Other things we may need to do

32. We may monitor and record calls relating to customer services and telemarketing. We do this for training purposes and to improve the quality of our customer services.
33. Occasionally, we may have to:
 - a. interrupt the service. If we do so, we will restore it as quickly as we can;
 - b. change your area code or phone number, or access numbers; or
 - c. make minor changes to certain technical specifications, including limits for transferring information which are associated with the service.

Our responsibility to you

34. We accept responsibility if you are injured or die as a result of our negligence. We will not limit this responsibility.
35. Unfortunately, we cannot guarantee that the service or the equipment we provide for use with the service will never be faulty.
36. Unless the service terms say otherwise, we have no responsibility to pay you compensation for financial loss, for any information which is lost or corrupted, or for any loss that could not have been reasonably expected. We will not be liable to you for any losses that you may suffer if you have used the service or equipment we provide for business purposes.
37. Except as described in paragraph 35, we will not pay you more than £10,000 in compensation (even if we have been negligent) in any 12-month period unless the service terms say otherwise.
38. Nothing in paragraphs 35 to 37 affects your legal rights relating to equipment which is faulty or has been described wrongly.
39. If any paragraph that limits our responsibility to you is disallowed or is not effective, the other paragraphs will continue to apply.

Matters beyond our reasonable control

40. Sometimes we may not be able to do what we have agreed because of something beyond our reasonable control. In these cases, we do not accept responsibility for not providing you with your chosen communications services and you will be entitled to a full refund of any fees paid for the service.

If you break the agreement

41. Other than for serious misuse described in paragraph 16, we will normally give you an opportunity to put matters right within a reasonable time if you break the agreement.
42. However, if you do not do so, we may suspend or end the agreement for the service. We may also suspend the service or end the agreement for the service if you break any other agreement you have with us and do not put matters right within a reasonable time. If we suspend or restrict the service or end the agreement for the service, we will tell you what needs to be done before we can restore the service.
43. Sometimes we may choose to ignore if you break one of our terms and conditions, or we may choose not to enforce a particular term. Even if we do this, we can still choose to enforce that term or take action because you break that or any other term in the future.

Sorting out disputes

44. We will try to work through any disputes that you may have with us. However, if we cannot do this, you may refer the matter to any relevant service which sorts out disputes. Details of these, and of how to refer a dispute, are set out in our Code of Practice.

Ending the service

45. Once we have provided the service, you may tell us to stop providing it at any time with 14 days' notice, either by notifying us directly or, where you are switching provider through a recognised migration process, we will accept that provider's order notification as notice. We will accept notice from you via phone or in writing. We can stop providing the service by giving you 14 days' written notice.
46. If we are told to stop providing the service by someone other than you, we will immediately email you, asking you to confirm that this is what you want. If we don't hear from you within 10 days we will assume you do not want the service to be stopped.
47. If you or we end your service within the minimum period of your agreement you will have to pay the early termination charges by way of compensation to us for ending your service early.
48. If you or we end the agreement for the service, we will pay back to you any money we owe you relating to that agreement. We will first take off any money you owe us under that agreement or any other agreement between us.

Changing these Terms (notification)

49. Sometimes, we will need to change the charges and the Terms and Conditions of the service. We will publish details of all changes online at <http://www.cloudscapeconnect.com>
50. We will also let you know about a price increase or a change to the Terms and Conditions that we believe is likely to cause you material disadvantage at least one month before it happens. We will let you know about other price changes and changes to the Terms and Conditions via email to the contact email address on the account.
51. For changes we need to make to meet legal and regulatory requirements, we may not be able to meet the timescale detailed in paragraph 50. We will let you know about these changes as soon as we can.
52. If we have made a change which is to your material disadvantage then if you decide to end your agreement with us early then, you will not have to pay a charge for doing so unless there are any charges or payments we have deferred. However, once we have told you about such a change, you must let us know within 30 days of us notifying you of the change if you want to end the agreement by giving us notice in accordance with paragraph 46. Only the services that are directly affected by the changes we make can be ended without paying an early termination charge for that service and this agreement will continue to apply to any other services that are not affected by those changes.

Other things we need to tell you

53. You accept that the agreement for the service is personal to you and agree not to transfer it to anyone else, or to try to do so. However, we may take instructions from a person who we think, with good reason, is acting with your permission.
54. If you wish to give us notice you must do so using one of the following mechanisms.

- a. By phoning or writing to our customer service team at:

CloudScape Connect Ltd
Unit Q, Troon Way Business Centre
Humberstone Lane, Leicester, LE4 9HA

Email:

info@cloudscapeconnect.co.uk

Telephone:

0345 688 7227

Fax:

0116 274 7365

55. We will give notice to you at the email or postal address on your account.
56. Any notice given shall be deemed to be served on the day of transmission. In the case of written postal notice, notice shall be deemed to have been served on the date of acceptance by signature of the recorded delivery or 2 Working Days after the date of posting, whichever is sooner.
57. It is your responsibility to provide us with, and keep, your email address up to date on your account.
58. We will let you know about all service and price information and other related communications by writing to you via your accounts email address.
59. No third party is entitled to enforce any term under this agreement under the Contracts (Rights of Third Parties) Act 1999.
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Cloudscape Broadband Home service terms

What we provide

1. The service we agree to give you comprises:
 - a. a high-speed network access to the internet that is delivered over a compatible telephone line;
 - b. helpdesk services; and
 - c. any other applications and features as described at <http://www.cloudscapeconnect.com/broadband.asp>
 - d. You will need to have a telephone line to enable you to receive your Broadband service.
2. We may also provide some equipment which you'll need to use the service. Some of this equipment may need to be installed and may require an engineer visit.

When the service starts

3. The service starts on the day we send you any equipment required to use the service, or on the day we activate the service whichever is later. If your service has a minimum period it will begin on the service date. Your minimum period for the service can be 12, 18, or 24 months depending on the service you choose.
4. We guarantee that the equipment that we send you in line with paragraph 2 will work to the relevant specification for at least 12 months and will be free from faulty design, manufacture or materials. If at any time during the first 12 months you find that the equipment is not working properly you may return it to us and we will replace (or at our option) repair it.
5. We will not be responsible for any defects arising from fair wear and tear, accidental or wilful damage, misuse or failure to follow our instructions.

Cancellation

6. The Broadband line speed that we quote when you order the service is an estimate only. Once your Broadband speed has settled (usually 10 days after provision), if you are always getting line speeds lower than the estimated range that we quoted, you can contact us any time within the first 90 days after you ordered the service and we will try to improve the speed. If, despite any improvements we try to make, the line speed you get is significantly lower than the estimated range we quoted you when you placed your order for the service you will be entitled to cancel your broadband contract without paying a charge for ending it early subject to you following our instructions to resolve the problem.

Quality of Service

7. We aim to provide a continuous, high-quality service but we do not guarantee either the quality of the service or that the service will be available at all times. From time to time faults in the service may occur. We will repair these faults as soon as we can.
8. The quality of the Broadband service is dependent on geographic, atmospheric or other conditions or circumstances beyond our control.
9. We may also take action to manage and maintain our network which may cause loss or reduced services. These actions will normally be taken during "off-peak" periods to minimise any disruption.

Using the service

10. If you go over your usage guideline, we will offer to upgrade you to another Cloudscape Broadband option that is better suited to your usage. If you refuse the upgrade you may be charged for extra usage. If we upgrade you to another Cloudscape Broadband option, any remaining minimum period will be carried forward to your new product.

Changing your Broadband service

Changes we may make

11. Occasionally, we may have to interrupt the service. If we do so, we will restore it as quickly as we can. We may also make minor changes to certain technical specifications, including limits for transferring information which are associated with the service.

Changes you can make

12. If you want to change to another Cloudscape broadband service you may do so at any time. If you have a minimum period remaining this will be carried forward to your new product and your termination charges will be updated to reflect your new plan.
13. If you want to change to a Fibre Broadband service you may do so at any time. The Fibre Broadband service terms will apply.
14. If you want to add a new service to your account you may do so at any time. If you do this you will need to agree to a new minimum term for the service and pay any applicable set-up charge. You will also be subject to your new services termination charges details of which can be found in your new agreement
15. If you move house during your minimum period, and continue to receive a Cloudscape Broadband service, a new minimum period of 12, 18 or 24 months depending on the service you choose will start, replacing the existing one. Other house move charges may also apply.
16. For all other changes a new minimum period will apply unless you are moving home or we have changed your service under paragraph 10.
17. If you change service, we have the right to move you to a different billing method.

Ending your agreement

18. If you choose to end your Cloudscape Broadband service within the minimum period you will have to pay an early termination charge by way of compensation to us for ending your service early. This charge will be calculated by multiplying the number of months remaining in your minimum term by the monthly charges.
19. If you choose to end your agreement for the service and you do not use a recognised migration process you may be subject to a broadband cease charge. You will not have to pay this charge if you are moving home and we are unable to provide the service at the new UK address.
20. If you are using any services, applications or features that we provide which are free of charge, these will end on the day your agreement with us ends.

Deferred Payment for Equipment

21. In some cases we will allow you to defer payment of the full price of the equipment we supply for use with the service. If you end the service within 12 months of Cloudscape accepting your order and you did not pay the full price of that equipment when you placed your order, then you are liable for the balance - that is the price of the equipment set out in the agreement, less any amount which you paid upfront when you placed your order, unless you end the service within the cancellation period. The deferred payment is no longer payable after you have received service for 12 months or more from the date that your order was accepted by Cloudscape.
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Cloudscape Fibre Optic Broadband Service Terms

What we provide

1. The service we agree to give you comprises:
 - a. a high-speed fibre broadband service that is delivered over a Cloudscape or BT compatible telephone line;
 - b. helpdesk services;
 - c. any other applications and features as described in your agreement
 - d. installation of network equipment required to enable you to use the service
2. The equipment we agree to give may include:
 - a. extension kit (required only if there is no power socket near your telephone master socket). If required, the engineer will ask for your agreement to install this during the installation visit.
 - b. you will need to have and keep a telephone line for the duration of the service. An engineer installation visit may be required where no working fibre installation already exists. The provision of Cloudscape Fibre is subject to availability and a line check. The service may be incompatible with other services you have.

When the service starts

3. The Cloudscape Fibre service is subject to a minimum period of 12, 18 or 24 months depending on the service chosen. The fibre service and the minimum period will start on the day we install the fibre service (the fibre service start date). We will agree a date with you for delivery and installation of any equipment, but all dates are estimates and we cannot guarantee we will meet them.
4. If you need to change or cancel any appointment date, you must tell us at least three working days prior to the scheduled appointment or we may charge you a missed appointment fee.
5. During installation there must be a responsible adult present in your home. Where this person is not you, it must be someone authorised by you to make decisions regarding the location and installation of equipment (e.g. if an extension kit is required).
6. On the day of installation, the engineer will need to disconnect your phone line for a short period. If possible you should make alternative arrangements to enable you to make calls to emergency services during this period. If you already have broadband, this will also be taken out of service during the installation.

Cancellation

7. The Broadband line speed that we quote when you order the service is an estimate only. Once your Broadband speed has settled (usually 10 days after provision), if you are always getting line speeds lower than the estimated range that we quoted, you can contact us any time within the first 90 days after you ordered the service and we will try to improve the speed. If, despite any improvements we try to make, the line speed you get is significantly lower than the estimated range we quoted you when you placed your order for the service you will be entitled to cancel your broadband contract without paying a charge for ending it early subject to you following our instructions to resolve the problem.

Quality of Service

8. We aim to provide a continuous, high-quality service but we do not guarantee either the quality of the service or that the service will be available at all times. From time to time faults in the service may occur. We will repair these faults as soon as we can.
9. We may also take action to manage and maintain our network which may cause loss or reduced services. These actions will normally be taken during "off-peak" periods to minimise any disruption.
10. We cannot provide Fibre in all parts of the United Kingdom.

Using the service

11. If you go over your usage guideline, we will offer to upgrade you to another Cloudscape Broadband option that is better suited to your usage. If you refuse the upgrade you may be charged for extra usage.

If we upgrade you to another Cloudscape Fibre product, any remaining minimum period will be carried forward to your new product.

12. You will need to meet any requirements set out and have your Cloudscape or telephone service activated, working and having passed a minimum line speed test that we will perform in order to receive the service.

Changing your Cloudscape Fibre service

Changes we may make

13. Occasionally, we may have to interrupt the service. If we do, we will restore it as quickly as we can. We may also make minor changes to certain technical specifications, including limits for transferring information which are associated with the service.

Changes you can make

14. If you upgrade to Cloudscape Fibre from any Cloudscape broadband package, you will need to agree to a new a new minimum period of 12, 18 or 24 months depending on the service you choose and pay any applicable Cloudscape Fibre set-up charge.
15. If you move house during your minimum period, and continue to receive a Cloudscape Fibre service, a new minimum period of 12, 18 or 24 months depending on the service you choose will start, replacing the existing one. Other house move charges may also apply.
16. If you move home during the minimum period, to a part of the UK where Cloudscape do not offer a fibre service, customers may move from the fibre service to a Cloudscape broadband package without penalty. Other house move charges may also apply.

Ending your Agreement

17. If you choose to end your Cloudscape Fibre service within the minimum period you will have to pay an early termination charge by way of compensation to us for ending your service early. This charge will be calculated by multiplying the number of months remaining in your minimum term by the monthly charges.
 18. If you choose to end your agreement for the service and you do not use a recognised migration process you may be subject to a broadband cease charge. You will not have to pay this charge if you are moving home and we are unable to provide the service at the new UK address.
 19. If you are using any services, applications or features that we provide which are free of charge, these will end on the day your agreement with us ends.
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Cloudscape Phone Service Terms

What we provide

1. The service we agree to give you comprises:
 - a. installation or takeover and rental of a fixed Cloudscape telephone line;
 - b. the facility to make or receive a phone calls including the ability to send or receive information, for example, from computers using your telephone line;
 - c. we will provide you with a Call Allowance and;
 - d. one phone number for each fixed telephone line that you rent from us. If you do not wish to have your phone number included in the phone directory, please contact us.
2. The Phone Service terms and agreement operates independently to the Broadband Service terms and agreement. Any change to these terms do not impact your Broadband Terms and any changes to your Broadband Terms do not impact these Phone terms.
3. If your installation requires extensive new construction above the standard needs we may charge you for this. We will attempt to advise you of these charges before any work is undertaken, however this may not always be possible.

When the service starts

4. We will agree a date with you for installation or takeover of your telephone line. We will begin the service once any work we need to do is completed on that date. If your service has a minimum period it will begin on the service start date. Unless you pay in advance for your line rental the minimum period for this service can be 12, 18 or 24 months depending upon the service you choose. If you take another service with a longer minimum period and which requires a telephone line, then this minimum period will apply to your Cloudscape Phone service.
5. Cloudscape will use reasonable endeavours to provide the Service by the date agreed with you, but all dates are estimates and Cloudscape has no liability for any failure to meet any date.

Quality of the service

6. We aim to provide a continuous, high-quality service.

Using the service

7. If you use any inclusive Calling Plan in a different way to how it should be used (for example, you use a Calling Plan for telemarketing), we may suspend or end the service immediately. Otherwise we may on 30 days notice transfer you from any inclusive Calling Plan to a Line Rental only.

Other Information

8. We cannot and do not guarantee that we will provide or transfer any or all services or equivalents to Additional Calling Features you may have active with your previous provider save as set out in the product description.
9. We do not provide you with any equipment as part of a Cloudscape Phone product, such as your telephone or any other hardware or services.
10. When we provide you with the Service, we will use the reasonable skill and care of a competent service provider. We cannot and do not guarantee that the Service will be fault free. Should faults occur we will use reasonable endeavours to correct such faults.
11. Should you transfer to a Cloudscape Phone product of similar service from a third party service provider, we will use reasonable endeavours to keep your existing telephone number during the transfer, however we cannot guarantee this.
12. You authorise us to act on your behalf in all dealings with BT or any other network operator or service provider in connection with the Service, and in particular you consent to BT or any other network or service provider (as applicable) providing us with access to, and transferring to us or any nominated third party, any personal data of yours (and other relevant information) to allow us or any nominated third party to connect you to, and provide you with, the Service.

13. Where the Service is being or has been used inappropriately, or we suspect that the Service is being or has been used inappropriately, we may contact the police and/or co-operate with the police or any regulatory or similar or relevant authority or body in connection with any misuse. We may pass on your personal details and personal data to these authorities or bodies, in particular where we are required to do so by law, and you consent to such use of your personal details and personal data.
14. We may use a nominated third party to connect you to, and/or provide you with, the Service.
15. We may accept instructions regarding the Service from any person who reasonably appears to be acting on your authority. Any agreements made on your behalf by such a person will be binding on you and subject to these Conditions.
16. Call data records will be kept for the purposes of billing, backup, problem solving, network management, marketing, in relation to any inappropriate use as defined in paragraph 14 and where required by law.

Changes we may make

17. We may have to alter the Service including your phone number and/or STD code for operational reasons.
18. If any operator shall discontinue the provision of telecommunications services to Cloudscape or shall alter, modify, expand, improve, maintain, repair, suspend or otherwise change the telecommunications services or any part thereof provided to us, we shall be entitled to discontinue, alter, modify, expand, improve, maintain, repair, suspend, disconnect or otherwise change the Service to you as necessary.

Changes you can make

19. If you want to change to another Cloudscape call plan you may do so at any time. If you have a minimum remaining period this will be carried forward to your new plan and your termination charges will be updated to reflect your new plan. Details of product termination charges can be found in the agreement
20. If you want to add a new service to your account you may do so at any time. If you do this you will need to agree to a new minimum term and pay any applicable set-up charge. You will also be subject to your new services product termination charges details of which can be found in the agreement
21. If you are an existing customer and move home, we will provide you with telephone service at your new address in line with our home mover policy. If you paid annually in advance for your line rental at your old address, you can carry over your existing agreement to your new address. You may take any remaining minimum term for your existing call plan with you and you may change your calling plan as set out in paragraph 19 above.

Our responsibility to you

22. If we have arranged an engineer visit at a time pre-confirmed with you and you are without Service by reason of a fault with the Service, you may be entitled to claim back charges relating to the Service which have accrued during the period when the Service is unusable ("compensation") if we fail to keep that appointment with you. Any compensation will be calculated on a pro-rata basis in accordance with your Subscription fees only.
23. Any compensation awarded will be payable solely as a credit against your next monthly invoice and in accordance with the following conditions:
 - a. The maximum compensation claimable for each line is £180 per annum;
 - b. Compensation is payable entirely at our discretion and will be given as a gesture of goodwill not as an admission of liability;
 - c. Cloudscape's liability for any fault in the Service shall be limited to the compensation. You agree that payment of any compensation shall be in full and final settlement of any loss or damage suffered by you as a result of any failure to provide the Service.
24. Compensation cannot be claimed in accordance with paragraph 22 in the following circumstances:
 - a. you have not made a claim for compensation within 30 days of the fault being reported to us; or
 - b. the failure is due to an outage which is not isolated to your line, for example network wide outage; or
 - c. the failure is due to matters beyond our reasonable control; or
 - d. we suspend your Service in accordance with paragraph 13 or you are in breach of any term of the Agreement; or
 - e. through no fault on our part, we are unable to carry out any necessary work on your Premises; we are unable to gain access to your Premises; we are unable to agree an appointment date;

the work is aborted; or we require information or assistance from you to prove the Service but are unable to gain this assistance or information.

Repair and customer visits

26. No charges normally arise with the standard fault repair service. If you ask us to carry out work to repair a fault on items that we are responsible for maintaining, and we are not able to find a fault, we may charge you for the visit.
27. The standard requests for an engineer to visit to perform work such as moving a socket or installing extension sockets are chargeable and we will advise you in advance of such charges.

Ending your Agreement

28. If you choose to end your Cloudscape Phone service within the minimum period (except where inside the cancellation period), you will have to pay a termination charge by way of compensation to us for ending your service early. This charge will be calculated by multiplying the number of months remaining in your minimum term by a monthly early termination charge, as set out in the agreement. The only exclusion to this is if you have paid in advance for your line rental. Early termination charges will still apply for other services you have with Cloudscape.
 29. If you paid in advance for line rental this is non-refundable. Early termination charges will apply for any other service that no longer works as a result of ending your Cloudscape Talk service.
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