

We are Duplia Ltd, registered in England and Wales with company number 08094937. Our main trading and registered address is Unit 22, The Glenmore Centre, Quedgeley, Gloucester, Gloucestershire, United Kingdom, GL2 2AP. We are regulated by the Office for Communications (“OfCom”) and are registered with the Information Commissioner’s Office (ICO) with the registration number ZA114187. We hold a current and valid Cyber Essentials certificate, certification number AB05 - CB015 – 00150 and all staff members hold full BPSS Clearance.

We are a member of the following associations:

- UK WISPA (<https://ukwispa.org>)
- Alternative Dispute Resolution Service (<https://www.ombudsman-services.org>)

You can contact Us using; email at contact@duplia.com, telephone on 01242 650 303 or via writing to Us at Unit 22, The Glenmore Centre, Quedgeley, Gloucester, Gloucestershire, United Kingdom, GL2 2AP.

You are the person or firm who purchases goods and/or services from us under these Conditions (Customer). If you do not agree to these Conditions, please don’t place an order with us.

1. Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings: “Broadband Service Agreement” – means the document that makes reference to these conditions that contains the details of your Order including the product and service delivery address selections.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Calendar Day: any day of the year.

Contract: the contract for the provision of Services, as explained in Clause 2.

Commencement Date: has the meaning given in clause 4.1.

Week: 7 Calendar Days.

Month: a calendar Month.

Price: the fees payable for the Services.

Services: the services which are to be provided by Duplia to the Customer as specified in the Order and set out in clause 4 (and confirmed in Our Order Invoice);

Order: the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of Duplia's quotation, or overleaf, as the case may be.

We/Us/Our: Duplia Ltd.

Writing and any similar expression: includes electronic communications whether sent by email, text message or other means.

Data Protection Legislation: all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

2. Basis of Contract

- 2.1 You must be at least 18 years of age to place an Order for the service with Us.
- 2.2 These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. Before proceeding with an Order for Our Broadband Service, please ensure that you have read these Terms and Conditions carefully. By continuing with your Order you are accepting and are bound by these terms. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification or seek independent legal advice.
- 2.3 Nothing provided by Us including, but not limited to, sales and marketing literature, Price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our discretion, accept.
- 2.4 We shall ensure that the following information is given or made available to you prior to the formation of the contract between Us and you, save for where such information is already apparent from the context of the transaction.

3. Installation of Our Equipment

- 3.1 When you confirm to Us that you wish to receive Our service, We will send an engineer to your property to install the equipment. The engineer will visit at a mutually agreeable time and will need access to your premises including some parts of your roof. If the engineer cannot visit at the agreed time, We shall contact you to arrange a new appointment. We shall not be liable to you for any delay in installing and/or connecting the equipment.
- 3.2 You agree to make your premises as safe as possible before Our engineers arrive to install the Equipment. Any hazards or concerns you have which may affect the safety of Our engineers, particularly if they need access to your roof, must be specified to the engineer or Us before they begin work. We do not have to set up the equipment and make the service available to you if it is not practical to set up the equipment for health and safety reasons or any other reason.
- 3.3 If We need to access or install Our equipment on someone else's property you must first gain permission from the owner of the property and make the necessary arrangements for Us to access their property in advance of Our visit. We do not have to set up the equipment or make the service available until you have satisfied Us that all the relevant consents or permissions have been obtained.
- 3.4 Our engineers will try to position the equipment in your preferred location at your property, but for technical or other reasons related to the service, We may not be able to do this. Once the equipment has been installed, you should not attempt to adjust or move the equipment yourself as the equipment remains Our property at all times as detailed in 6.1. We are not liable for any loss or damage caused by you setting up, repairing, attempting to adjust or moving the equipment yourself or by authorising a third party to do so.
- 3.5 You agree that it is your responsibility to ensure that you have suitable power sources, cabling, wiring, power outlets and/or sockets for the equipment that comply with the requirements We have notified you about prior via email.

4. The Service

- 4.1 We will begin providing the service on the day that Our engineers visit your property and complete the installation of equipment. This will be known as the Commencement Date. The service will then continue until your subscription expires or you end the contract as described in section 10 or We end the contract by written notice to you as described in 10.3. If for any reason the services cannot be activated on that day, then the service will be deemed not to have commenced.

- 4.2 We will make every reasonable effort to complete installation on time. However We cannot guarantee that installation will be complete within the specified day of installation, and therefore cannot be held responsible for any delays if an event outside of Our control occurs.
- 4.3 Our services are contended and will operate at varying speeds depending on demands from users on the network at any given moment.
- 4.4 You will not be permitted to downgrade your package during the minimum term. You will be permitted to upgrade your package at any time; however, this will commence a new minimum term contract.
- 4.5 We use all reasonable skill and care to aim to provide an uninterrupted service as set out in these terms. However, We cannot guarantee fault free performance nor a constant internet connection. We will aim to rectify any interruption or problems with the service as soon as We can. However, some circumstances may be beyond Our control e.g. Extreme weather. We cannot therefore be held liable for any consequences arising from specific service levels not being achieved or maintained. These include, but are not limited to:
- 4.5.1 loss of service through fluctuations in the quality and/or strength of the signal; or
 - 4.5.2 loss of service if Our service provider temporarily ceases to provide Us with connection; or
 - 4.5.3 reductions in the speed of the service; or
 - 4.5.4 suspension of the service for operational reasons e.g. repairs, maintenance or upgrades.
- 4.6 At times We may need to temporarily suspend the service if We; or Our service provider, need to carry out repairs, maintenance or upgrades to the network. However, unless this is an emergency, We will endeavour to inform you in writing at least 7 Calendar Days before suspending the service.
- 4.7 You must notify Us of any defect in the operation or performance of the service as soon as you notice an issue. You should contact Us via phone: 01242 650303 or email: contact@duplia.com. Where it is not possible to rectify the issue remotely, We will dispatch an engineer to correct the fault within 1 to 5 Business Days. This is free of charge if the problem is within Our network. If the engineer finds the problem is with your home wiring, your own equipment, misuse of Our equipment or Our network being damaged beyond fair wear and tear, you will be billed for the engineer's visit. We will tell you more about this when We make an appointment. You can find specific charges in 7.6

- 4.8 At least one Month prior to the end of the minimum commitment period, We will contact you to remind you that the contract period is coming to an end. If you do not wish to renew your contract on a new minimum term, you should provide Us with at least one Months' written notice. If you do not do this, the contract between Us will continue Month to Month after the end of the minimum period at an increased rate of an additional £10 + VAT on top of original contract Monthly rate. This will continue until it is either terminated by you or Us in accordance with the terms, or you renew the contract on a new minimum term length.
- 4.9 Our minimum speed guaranteed speed ensures that you receive a fair speed that you pay for.

Our current packages are as follows:

- Standard (25 Mbps), guaranteed download speed 20 Mbps
- Superfast (50 Mbps), guaranteed download speed 40 Mbps
- Ultrafast (100 Mbps), guaranteed download speed 75 Mbps

These speeds will be taken as an average download speed for a period of 2 weeks as measured by Our equipment. We do not guarantee any upload speeds, however we aim to reach 20 Mbps. These speeds are subject to change, however we will honour the speed guaranteed at the start of the contract.

- 4.10 If you feel you are not receiving your guaranteed download speed you must notify us as soon as possible. We will then send a monitoring unit to you or send an engineer to come install a monitoring unit at your property, free of charge. If after 2 Weeks we find you are not receiving the guaranteed speeds, We will have 2 Weeks to rectify this. If we are unable to resolve the performance issue and provide the guaranteed speeds, you are eligible to terminate your contract immediately and 10.1 will not apply.

5. Use of the Service

- 5.1 The service is only permitted to be used by you and your household unless otherwise agreed upon with Us in writing. We reserve the right to terminate the service immediately, if We discover you are sharing your connection with an unauthorized party.
- 5.2 You are responsible for all activity or use of the service. In conjunction with this you must ensure the service is used correctly. We do not permit:
- 5.2.1 sending or receiving any material which is offensive, abuse, indecent, defamatory, obscene, menacing, fraudulent or illegal (including, but without limitation, child pornography);

- 5.2.2 causing annoyance, inconvenience or needless anxiety in respect of any other person, (including, but not limited to sending unsolicited promotional material to any third party);
- 5.2.3 performing any illegal act or contravening any laws, licensing or third-party rights (including, but not limited to, downloading material covered by intellectual property rights);
- 5.2.4 reselling, transferring, assigning or sub-licensing the service (or any part of it) to any third party.
- 5.2.5 making unreasonable demands or engaging in excessive use of Our network;
or
- 5.2.6 directly competing with Our internet services.

If We feel at any point you have violated these terms in a manner listed above, We reserve the right to terminate or suspend any contract indefinitely. If such an event occurs, you will not be entitled to any compensation or refund for loss of service and will only be permitted to reuse Our network once We are confident that you will not breach these terms again. You will also be liable for any early termination charges as listed in 10.1. The only exception to this will be in the event of fraudulent use of your account by a third party. If you become aware of such fraudulent use, you should inform Us immediately.

- 5.3 Furthermore; You agree to fully indemnify Us in respect of all damages, claims and losses which directly or indirectly arise as a result of your misuse of the services or failure to prevent misuse of the services by others, or any other breach by you of your obligations under this agreement.
- 5.4 We also reserve the right to restrict your use of the service if you are adversely affecting the use of the service for Our other customers. This includes, but is not limited to, excessive downloading or uploading as stipulated in Our [fair use policy](#) or in the event of preventing harmful software such as malware spreading. In such an event We will contact you to notify you that We are imposing such restrictions and why.

6. Equipment

- 6.1 We will supply you with the equipment to allow you to receive the service. You may additionally purchase approved equipment from Us. If you do purchase additional equipment you will own it regardless of any contract termination. All other equipment We install remains the property of Duplia Ltd.

- 6.2 We are responsible for any configuration on installed equipment to provide you with access to the service. Unless subject to a legal Order or a legitimate request We will not provide access to the configuration of the equipment.
- 6.3 You are responsible for reasonable care of the equipment and agree to use the equipment as instructed by Us.
- 6.4 If you choose to reset the configuration on any of the equipment provided, We are no longer responsible for ensuring that a service is provided via the equipment that has been reset. If such actions result in the inability to access Our service We are no longer liable for any delay in resolving such issues and you will need to pay a call out fee to resolve the issue as specified in 7.6.
- 6.5 If you damage the equipment in any way We are entitled to charge you for the cost of such equipment and/or retain any money We hold to your credit and use that money towards the cost of the equipment.
- 6.6 When you use your own equipment in conjunction with Our equipment, We do not guarantee that the equipment will be compatible nor will We guarantee the service provided if it passes through equipment not provided by Us. Our service will only be supported up until the entry point of the property.
- 6.7 At the end of the minimum contract period or termination of the contract We may ask for the equipment to be returned to Us. If We do so, We will supply you with appropriate packing materials and/or dispatch an engineer to decommission the equipment from the property to effectively reverse the installation. All external cabling will remain intact.
- 6.8 If you deny or prevent Us from collecting Our equipment you will be liable for the full cost of the equipment.
- 6.9 Sometimes We will not require the return of equipment, this will be at the sole discretion of Us. If however you would like Us to send out an engineer to remove the equipment, this will cost £68 + VAT as a one off cost for labour and time.
- 6.10 All equipment supplied by Us is covered by third party warranties. Therefore We will not be liable in any way for any loss or damage caused to your own property or equipment arising as a result of its use. You must notify Us immediately via phone: 01242 650303 or email: contact@duplia.com should you notice or suspect a fault with the equipment. If We determine there to be a fault We will provide a replacement free of charge. However if the fault has arisen from negligence or misuse you will be liable for the cost of a replacement.

- 6.11 It is your responsibility to set up a firewall and additional security software. We are not liable for any damages resulting from malicious software such as malware downloaded from the internet.

7. Charges and Payments

- 7.1 The Price of the services will be shown at the time you place the Order. For residential services all charges will be inclusive of VAT.
- 7.2 Due to fluctuations in the rate of VAT We may need to alter the rate of VAT that you must pay. This will be inline with the official VAT rate as set by HMRC.
- 7.3 You will be responsible for paying the charges for the service in advance.
- 7.4 Failure to pay will result in:
- i) 1-7 days after payment is due - A speed and/or bandwidth cap on the service until payment is received.
 - ii) 7 days+ - Indefinite suspension or termination of the service. See 10.1 for early termination charges.

We retain the right to pass on any third-party charges for late or failed payments.

- 7.5 Installation costs are due prior to any installation work being carried out.
- 7.6 In for any reason We are required to visit your property to restore or rectify any service connectivity, and it is discovered the fault is with your home wiring, your own equipment, misuse of Our equipment or Our network being damaged beyond fair wear and tear you will be liable to pay a call out fee. This stands at £100 + VAT per hour, plus any additional hardware or equipment.

8. Problems

- 8.1 As a consumer, you have certain legal rights with respect to the purchases of services. For full details of your legal rights and for additional guidance on exercising these rights, We recommend that you contact your local Citizens Advice Bureau or appropriate legal experts.

- 8.2 We aim to perform all services with reasonable skill and care, if however you feel We have not done so, you have the right to request repeat performance which should be carried out within a reasonable time and without significant inconvenience to you. If such action is required We shall bear any and all costs in doing so as per your legal rights. If We fail to provide repeat performance or it is not possible within a reasonable timeframe you have the right to a reduction in Price.
- 8.3 In the event of a Price reduction or refund, We will issue these without undue delay and within 14 Calendar Days starting on the date which We agree you are entitled to a refund. Payments will be made using the same method provided for use of the service unless you request an alternative method.
- 8.4 In addition to your legal rights retaining directly to Our service, you also have remedies if We use materials or equipment that are faulty or not as described.

9. Our Liability

- 9.1 Our entire liability, including any liability for the acts and omissions of Our employees, agents or subcontractors, to you in respect of:
- 9.1.1 any breach of Our contractual obligations arising under this Agreement; and
 - 9.1.2 any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement.
- Throughout this section, any act or omission on the part of Us or Our employees or agents or subcontractors falling within either 9.1.1 or 9.1.2 above shall be known as an "Event of Default".
- 9.2 You agree that you are accepting these terms and conditions in the knowledge that Our liability is limited and that the Prices and charges payable by you have been calculated accordingly.
- 9.3 Nothing in this agreement shall affect your standard statutory rights.
- 9.4 We do not exclude or limit Our liability to you for:
- 9.4.1 personal injury (including sickness and death) resulting from Our acts or omissions to the extent that such injury results from the negligence or wilful default of ourselves or Our agents working on Our behalf;

- 9.4.2 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
 - 9.4.3 any breach of Our obligations under Part 1 of the Consumer Protection Act 1987; or
 - 9.4.4 fraudulent misrepresentation.
- 9.5 You will not hold Us liable in respect of any Event of Default for any consequential loss including but not limited to the following:
- 9.5.1 lost profit;
 - 9.5.2 lost business;
 - 9.5.3 lost opportunity;
 - 9.5.4 loss of goodwill;
 - 9.5.5 loss of reputation;
 - 9.5.6 loss of revenue or savings you expect to make;
 - 9.5.7 liability to third parties; or
 - 9.5.8 wasted expenditure or data being lost or corrupted.
- 9.6 We accept liability to you in respect of any damage to your physical property resulting from the negligence of either Us or Our employees. Any liability We have to you of any sort is limited to the greater of 120% of either:
- 9.6.1 the charges paid by you for the service in the 12 Months prior to the date on which the liability first arose; or
 - 9.6.2 the charges We would have expected you to pay over a 12 Month period if you have not received the Services for a full year.
- 9.7 If the number of Events of Default gives rise to substantially the same loss then they shall be regarded as giving rise to only one claim under this agreement.
- 9.8 Except in the case of an Event of Default arising under clause 9.5 above We shall have no liability to you in respect of any Event of Default unless you serve Us with written notice of it within 6 Weeks of the date you become aware of the circumstances giving

rise to the Event of Default or the date when you ought reasonably to have become so aware.

- 9.9 We exclude all liability in respect of the accuracy, completeness, fitness for purpose or legality of any information accessed using the services, and We exclude all liability of any kind for the transmission, or the reception of, or the failure to transmit, or to receive any material of whatever nature via the service.
- 9.10 You acknowledge that the service We provide is not guaranteed to be without fault. When using the service you agree that you do so without any conditions, guarantees, warranties, whether express or implied including but not limited to any warranties or conditions as to satisfactory quality or fitness for a particular purpose, which are expressly excluded to the maximum extent permitted by law.
- 9.11 We will not be liable for failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to; strikes, lock-outs or other industrial action by third-parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes and other natural disasters, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic.
- 9.12 In the event of such items listed in 9.11, We will suspend all service and payments and notify you as soon as reasonably possible. Our obligations will be suspended and any time limits extended accordingly. We will inform you when such an event is likely and/or provide details of any new dates and times for availability of services.

10. Cancellation

- 10.1 If you wish to cancel the service for whatever reason during the minimum contract term accepted by you on signup, you will be invoiced for 90% of the remaining term that would otherwise be due over the period of the service agreement.
- 10.2 If you are terminating the contract due to moving out of the property, you must notify Us as soon as possible, with a minimum of 14 Calendar Days written notice required. The follow will then apply:
- 10.2.1 If you are moving to a new property in which We already provide services, We will continue to provide services under the terms of the original contract at this new property and 10.1 will not apply.
- 10.2.2 If you are moving to a new property in which We are able to provide services but do not already do so and you would like Us to move your connection We will charge you the one-off installation fee and a start a new minimum contract term length. 10.1 will not apply.

10.2.3 If you are moving to a new property in which We are unable to provide a service, but the new occupants of the property from which you are moving wish to take on a Duplia Broadband service on the same or higher value, We will waive the fee due in 10.1.

10.2.4 If you are moving and wish to just cancel your contract 10.1 will apply.

10.3 You may cancel the services and contract if any of the following occur:

10.3.1 We change these Terms and Conditions to your material disadvantage; or

10.3.2 We have breached the contract in a material way and have failed to remedy that breach with 14 days of you asking Us to do so in writing; or

10.3.3 We enter into liquidation or have an administrator or receiver appointed over Our assets; or

10.3.4 We are unable to provide the services due to an event outside of Our control as listed in 9.11

10.4 We may cancel the service and contract if any of the following occur:

10.4.1 You breach this agreement and such breach is either incapable of remedy or you fail to remedy the breach within a reasonable time of a written notice to do so; or

10.4.2 Failure to pay due charges as listed in 8.1; or

10.4.3 The services are suspended due to violations listed in 5.2; or

10.4.4 You are subject to a bankruptcy Order.

In such an event you will be liable for charges due as specified in 10.1.

11. Communication and Feedback

11.1 If you wish to contact Us, please do so at the following: via telephone 01242 650303 or via email at contact@duplia.com.

11.2 We always welcome feedback from Our customers and aim to provide the highest level of service possible.

- 11.3 If however you feel We have not maintained a high level of service or have a complaint about any part of the service, please contact Us using the information listed in 11.1.

12. Data Protection

- 12.1 We follow industry standard practises including the Data Protection Act 1998 and follow EU General Data Protection Regulations for data protection and are registered with the ICO.
- 12.2 In order to operate and provide you with a Service, which includes functions such as billing, you agree to allow us pass your personal information to other parties. We undertake that this information will not be used for any commercial purposes such as direct mailing, mailing lists, or used to send you information unrelated to our Service. We do not sell trade or rent your personal information to others.
- 12.3 From time to time, without notice to you, we may review or check your use of the Service where we are required to do so to ensure compliance with any applicable laws, regulations, court orders, or requirements of any governmental, regulatory or supervisory body, and for our own purposes including to ensure compliance with our terms.
- 12.4 Other than as required by law, or as allowed under our terms, we will not share your personal information to any third party without your permission.

13. Other Terms

- 13.1 We reserve the right to at any time, assign or transfer Our obligations and rights under these terms to a third party. If this occurs you will be informed by Us in writing. Your rights under these terms will not be affected and Our obligations will also be transferred to the third-party who will remain bound by them.
- 13.2 You are not permitted to assign, transfer or license this agreement or any of its rights and/or obligations without Our prior written consent.
- 13.3 If an English court finds any of the provisions of these terms unlawful, invalid or otherwise unenforceable, those provisions shall be deemed severed from the remainder of these terms. The remainder of the terms will remain valid and enforceable.

13.4 Failure or delay by Us in exercising Our rights under these terms does not mean We have waived that right and no waiver by Us of a breach of any provision of these terms means that We will waive any subsequent breach of the same or other provision.

14. Governing Law and Jurisdiction

14.1 These terms, the contract and the relationship between you and Us shall be governed by the laws of England & Wales.