

NSMNET LTD Terms and Conditions Version 1 effective from 29th April 2026

NSMNET LTD is a registered company in England and Wales

Under company number: 17123003,

registered address: 10 Dickens Place, Shrewsbury, SY3 8ZB.

To use any of our or our trusted partners services you must be over the age of 18 and agree to these terms and conditions.

Definitions

- a. "NSMNET", "we", "us", "our" or "ourselves" are references to NSMNET Ltd
- b. "you", "yourself" and "your" are references to anyone using our website and services.
- c. "Partner", "Trusted Partner" refers to our trusted wholesale service provider's.
- d. "third party" or "3rd party" refers to any 3rd party organisation that we work with.

1 Website Terms and Conditions

This section covers use of our websites

1.1 Use of our websites

By using any of our websites listed below

- nsmnet.uk
- nsmnet.co.uk
- fttppro.co.uk
- shropshirefullfibre.co.uk
- fullfibre.org
- fullfibre.org.uk
- nsmmedia.co.uk
- gigabitbroadbanduk.co.uk

1.1.1

You agree to both these terms and conditions under this section (section 1) as well as our privacy policy.

1.1.2

If you do not agree to both these terms of conditions and our privacy policy, you must not use our websites.

1.2 Security

1.2.1 General Security

You must not misuse our websites by introducing viruses, worms, logic bombs, trojans, or any other malware which is malicious or technologically harmful.

You must not try to access:

- (i) our websites in a way that we do not usually allow;
- (ii) the servers on which our website is stored; or
- (iii) any server, computer or database connected to our website.
- (iv) You must not attack our website with a denial-of-service (DOS) attack or a distributed denial-of service attack (DDoS).
- (v) To perform any penetration testing or scanning without our explicit consent in writing.

If you break the above condition, you're potentially committing a crime under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with these authorities by disclosing your identity. In the event of such a breach, your right to use our website will cease immediately and we reserve the right to block your access to our websites and services.

1.2.2 Security Liability

We do not guarantee that our websites will be secure or free from bugs or malware.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus and malware protection software.

We will not be liable for any loss or damage caused by a denial of service or distributed denial-of-service attack, viruses, malware or other technologically harmful material that may infect your computer equipment, computer programs, data or other material belonging to you, from you:

- (i) using our websites; or
- (ii) downloading of any material posted on our websites, or on any website linked to it, or other proprietary material due to the use of material on the websites or your downloading of any material posted on it;
- (iii) or on any website linked to it.

1.2.3 Reporting Security issues with our websites

If you become aware of or suspect there is a security issue with any of our websites please let us know ASAP by emailing noc@nsmnet.uk please include as much detail as possible such as

- The URL impacted
- Screen shot of the issue
- Date/time you spotted the issue
- Any other relevant information

1.3 General

1.3.1 Links from our websites

Links from our websites to other websites and/or goods or services provided by others are for your information only.

Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

The contents of those websites, those goods or services, or their availability are not under our control.

We do not accept any responsibility for them or for any loss or damage that may result from your using or inability to access them.

1.3.2 Linking to our websites

Linking to any of our websites is permitted as long as it is legal and appropriate in the circumstances and does not take advantage of our reputation or damage it in any way.

You must not create a link that makes it look like we are giving you our approval or support, or connected with us in any way– if this is not actually the case.

If the website is not owned by you, you must not create a link from it.

Our websites must not be framed on any other website.

Any linking permission can be taken away without notice.

If you'd like to use material on our website in any way other than that stated above, please send your request to nathan@nsmnet.uk

1.3.3 Scraping

Unless given explicit permission in writing you must not copy or scrape (including using AI) any part of our websites if we suspect you have been conducting such activity we reserve the right to block your access to our websites and services.

1.3.4 Websites Liability

All Content and material on our websites are not guaranteed to be accurate or available.

We do not accept responsibility (except to the extent a law requires) for any conditions, warranties and other terms that might be implied by law.

Our websites will be updated regularly and the content may change at any time.

If the need arises, we may suspend use of any of the websites, or close them indefinitely.

Although every effort will be made to make sure the content is accurate, any content on our websites may be incomplete, contain mistakes or be out of date at any given time.

We are not obligated to update this content. Any information you get from our websites should be checked before you act on it.

You cannot treat anything on our websites as an offer by NSMNET LTD to provide any goods or services to you.

We will provide you with your services only when you have a contract with us, when:

- (i) you have placed an order for them;
- (ii) you have accepted our standard terms for providing them; and
- (iii) we have confirmed our acceptance of that order in writing. Our standard Terms of Conditions, our partners terms of conditions (when taking a service via our partner) will apply to any contracts under which we or our partners provide you with any of our or our partners services or goods.

2 Broadband service terms and conditions

This section covers our terms and conditions for Broadband Services taken via ourselves as well as broadband related services we offer.

2.1 General

When taking a broadband service via ourselves you will be entering a contract with us and we will provide you with the broadband service, handle billing and collecting payments from you and will be responsible for all regulatory obligations associated with the underlying broadband services as set out by Ofcom.

We will be responsible for providing technical support for the broadband service and if/when you choose our advert and malware blocking service.

By signing a contract with us for a broadband service you agree to our

- a. Terms and Conditions (this document)
- b. Privacy policy
- c. Contract

2.2 Free consultation

In order to take a Broadband Service via ourselves you will be required to complete a free no obligation consultation call or site visit.

The call or site visit is designed to establish:

- a. What services you can get
- b. Your requirements
- c. Your budget
- d. If our and or our trusted partners services are suitable for you.

Based on the above non-exhaustive list we will advise you which broadband services you are able to get and advise our recommending options.

The consultation is aimed to last approximately 30 minutes and will be complete free of charge with no obligation to take any of our or our trusted partners services.

Any information or advice given to you during the consultation is not guaranteed to be error free and it is your responsibility to do your own independent due diligence and research to ensure you are happy with any advice or information we give you.

We do not accept responsibility (except to the extent a law requires) for any information or advice we give to you during the free consultation.

We you request a free consultation with ourselves we will agree a provisional date and time slot, the consultation may be cancelled at any time by both us or yourself.

If we have to cancel or rearrange your free consultation we will endeavour to give you as much notice as possible however we can not guarantee we will be able to provide you with any notice and take no responsibility for

- a. loss of income or revenue;
- b. loss of anticipated savings;
- c. loss of goodwill;
- d. loss of business or opportunity;
- e. loss of profits or contracts;
- f. wasted management or office or personal time;
- g. the cost of getting substitute goods or services;

Associated with the offer of a free consultation.

2.3 Placing an order for Broadband services

If after completing the Free consultation as per section 2.2 and we advise you we can provide you with a broadband service with your agreement we will start processing your order.

2.3.1 Your order

Placing an order via our website, telephone, or in person sales representative is a request from you, for us to deliver the services ordered to the address you have requested.

We accepting your order via an order confirmation email does not guarantee or create a contractual obligation for us or our trusted partner to deliver the services.

You have the right to cancel the order as per 2.3.2 of these terms of conditions.

We have the right to cancel your order at any time and for any reason. We will let you know the reasons why we are cancelling your order.

2.3.2 Cooling off period

You have a general right to change your mind and cancel the Service(s) within the first 14 days from the day you placed the Order. If you cancel during the initial 14 days from the day the Order was placed, you may be obligated to pay any 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 you request Services be provided during the initial 14 days from the day the Order was placed, the Minimum Contract Term comes into effect immediately from when you make the request.

2.3.3 One Touch Switching

We support One Touch Switching as is mandatory for ISP's under Ofcom regulation.

During the order process we will ask you if you would like to use One Touch Switching.

If you elect to use our one touch switch service, you are consenting to us letting your old provider know your leaving, updating them on progress of switching to our service and finally when our service has been activated letting your old provider know to cease their service and stop billing.

This will happen automatically as your order progresses unless we hear from you otherwise to cancel your order.

If elect not to use One Touch Switching and or we are unable to use One Touch Switching for your order the service will be provided as a new provide and you will be responsible for cancelling your existing broadband and telephony service with your current provider.

You can choose to keep both your existing broadband service running alongside the new broadband service in most cases at which point you will be billed for both.

2.4 Install & Activation

2.4.1 Arranging install

After your order is accepted by us, we will provide you with a choice of dates for the install and activation of the service.

The lead times for install can vary depending on:

- a. The network (eg Openreach, City Fibre, Trooli etc)
- b. If your property already has a line installed for the chosen network
- c. Events outside of our control

If you do not already have our network provider's fibre inside your property then we will arrange for our network provider to install it. You may need to sign a wayleave to allow the installation.

You must ensure you have the relevant permissions from the property owner and that someone over the age of 18 and authorised to make decisions about the service installation is present on the date of installation.

2.4.2 Standard Install

Most properties are included in the standard installation category for which there are no additional costs to those advertised when you placed your order. We may contact you to ask a series of questions to ascertain whether your property is likely to qualify as a standard installation. What qualifies as a standard installation varies depending on the network provider we are using to connect your property.

2.4.3 Non-Standard Install

If your property is deemed by the network provider to be a non-standard install, we will work with the network provider to determine what the additional costs will be. We will present you with a quotation for connecting your property. You have the opportunity to reject the costs and cancel your order penalty free.

2.4.4 Install date and lead times

No guarantee is made on the date of installation or service activation. Occasionally installations will require repeat visits. We will keep you up to date with information from our network provider. We recommend you do not cancel any existing services until the installation and activation has been completed.

2.4.5 Network Provider Equipment

Our network provider may install into your property equipment such as fibre optic cabling and a network termination point and ask you to sign a way leave to agree the installation. All such equipment remains in ownership of the network provider.

If you or anyone else causes any damage whether by accident or on purpose, there may be a charge to replace or repair the damage caused in order to reinstate your service. If

you do not agree to the charge, your payment obligations remain in place, even if you are unable to use the service.

2.4.6 Install Day

On the day of the installation of the service by the network provider:

- a. There must be someone over the age of 18 at the property available and able and authorised to make decisions as per 2.4.1 and 2.4.5
- b. There must be no obstructions that get in the way of the network provider

2.4.7 Activation

We expect the broadband service to go live and be activated shortly after installation and sign off from the network provider or where a line is already installed once the migration has been completed from your existing provider.

Ahead of activation we will provide you with your PPPoE credentials which you will need to be able to use our broadband service.

You will be notified by us when your broadband service has been activated and gone live and we will ensure your service is working and you are happy with it.

2.4.8 Fully managed install

Up until now the install relates to the network provider installing the physical line into the house and activation covers us activating your broadband service.

It does not cover setting up your own Router and other equipment in your property we can where feasible offer a full managed installation where we either come to your property to setup your router and ensure your devices are connected etc or where its not feasible to come to your property offer a remote setup service.

If this service is offered and you opt to use it you will be presented with a contract with service specific terms and conditions separate to this document.

2.5 Broadband Service

2.5.1 Router & Your equipment

We operate a Bring Your Own Router or "wires only" broadband service.

This means we do not provide you with a router or other equipment except the network provider equipment as per section 2.4.5 unless otherwise agreed.

You will be responsible for ensuring you have a suitable router for your chosen package to use with our broadband service.

The router will need to have a WAN port that can be set to PPPoE mode.

We can provide suggested recommendations as part of your free consultation call as per section 2.2.

We are not responsible if you are not able to use our services because your equipment—for example, any PC, mobile device, network interface card, printers, switches, local area network, telephone handsets etc. does not work properly, is not compatible with our service, or does not conform to the relevant standard or does not meet the minimum specifications required to achieve the advertised speeds.

2.5.2 Advertised speed

The speed advertised at point of order is the average available to at least 50% of our customers, at peak time, via a wired ethernet connection.

The service is shared between multiple customers so you may not be able to achieve the advertised speed at all times.

The internet is a shared resource and the speed of your connection can fluctuate and be affected by many different factors; including but not limited to, the service on the internet you are connecting to, congestion on 3rd party network equipment, local Wi-Fi or device performance.

2.5.3 Minimum guaranteed speed

We offer a minimum guaranteed speed of 50% of the advertised package speed. Your guaranteed speeds are shown on your order confirmation email.

If you are consistently unable to achieve the minimum guaranteed speed, via a wired ethernet connection, to a speed test server we nominate, and we have ruled out any issues with your equipment by following our speed testing guidance, we will endeavour to fix this within 30 days or it will be regarded as a fault per 2.5.4.

2.5.4 Faults

We can not guarantee a fault free service, if there is a suspected fault with your service you will need to report it to us via the support contact methods on our nsmnet.uk website and we will respond as per support section 2.7 .

If we confirm there is a fault with your service and if the fault relates to the broadband service we will work with our suppliers and network providers to resolve the issue as soon as possible.

If the fault lies with a service we directly supply such as our Advert and Malware blocking DNS service please refer to section 2.9, section 3 or the specific agreement for that service for more details.

2.5.5 Privacy

We will monitor your internet connection to identify faults and outages of your service.

We do not monitor the details of the content, websites or services you connect to.

We and our trusted partner may share your details with law enforcement.

Please see our Privacy Policy for more information.

2.6 Acceptable Use

When taking a broadband service via ourselves you will be required to comply with our acceptable use policy below:

- 1) You must not resell the services.
- 2) You will keep all passwords and usernames we and or our trusted partner provide secure and confidential and not make them available to other people or change them without our permission. You will tell us immediately if your username or password becomes known to someone else. If we have reason to be concerned about access to your account we may change or suspend your password and username from time to time and we will let you know if we do so.
- 3) If We identify that any of your own devices or equipment used to use the Service are causing significant impact to the our services or our trusted partners services, or are part of a "botnet" (machines hijacked by others to distribute malicious software or other forms of abuse), We reserve the right to suspend or disconnect the Service without notice.
- 4) You must ensure that your own devices and equipment are protected with up-to-date anti-virus/anti malware software and a properly configured firewall as a minimum.
- 5) You must keep Your password(s) confidential and secure. If you think that your password(s) has become known to any unauthorised person or may be used in an unauthorised way you should take steps to change your password immediately. If you believe that any of your devices have been used to breach the terms of this Acceptable Use Policy you must inform us immediately.
- 6) You agree that we and or our trusted partner may scan any IP addresses allocated to you for anything which may present a potential risk to our network or to other internet users
- 7) You are responsible for the way the Services are used and you are responsible for ensuring that your use of the service is within the law.
- 8) You must not use the Service, or allow anyone else to use the Service, to carry out any of the following acts:
 - i) send a message or communication that is offensive, abusive, defamatory (damages someone's reputation), obscene, menacing or illegal;
 - ii) cause annoyance, nuisance, inconvenience or needless worry to, or interfere with the rights of, any other person;
 - iii) perform any illegal activity;
 - iv) break, or try to break, the security of anyone else's equipment, hardware or software;
 - v) deliberately receive, use, own, post, transmit or publish obscene material (including, but not limited to, child pornography);

- vi) upload, post, publish or transmit any information or software that is protected by copyright or other ownership rights without the permission of its owner;
 - vii) Use any Internet Protocol (IP) address that We have not assigned to You.
 - viii) You may not use the internet connection We provide to harm the service of another internet user or impersonate another user, whether on Our network, our trusted partners network or external to Our network.
 - ix) Use the Service in a way that (a) risks degradation of service levels to Our and or our trusted partners other customers, (b) puts Our or our trusted partners systems at risk or (c) interferes with or attempt to interfere with the operation of any of Our or our trusted partners equipment , the network providers Equipment or the Service or the Internet;
 - x) knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
 - xi) run open mail relays or open web proxies or similar services that can allow unknown third parties to use Your connection to (possibly) commit unlawful acts without Your knowledge or control;
 - xii) modify identifying network header information in order to deceive or mislead;
 - xiii) for business purposes unless you are a Business customer with ourselves.
- 9) This list is not exhaustive and any act which adversely affects either Us or a third party may result in Us suspending or terminating the Service in accordance with the Contract and these terms of conditions.
- 10) We may receive a complaint about Your use of the Internet. If it comes through a formal legal process (e.g. a Court Order) then We will follow the appropriate legal steps. However, We may receive an informal complaint about Your use of the Internet (an abuse complaint to that indicates You may not be following this Acceptable Use Policy. We will contact You to investigate, but where We are required by law or to protect Our interests or the interests of a third party or You are not able to satisfy Our investigation, then We reserve the right to suspend or terminate the Service immediately.

2.7 Support

When you take a Broadband service via ourselves we are responsible for providing support for the service.

2.7.1 Standard Care

Unless otherwise agreed by default broadband services come with standard care.

Under standard care you will be able to log a support request using the methods listed on our nsmnet.uk website.

We will only be able to accept support requests from the named account holder or nominated contacts.

We will ask a set of security questions to identify we are speaking to either yourself as the account holder or a nominated contact.

For support requests via email we require them to come from email address you have registered with us.

For support requests via telephone we will require you as the account holder or a nominated person to complete the security checks.

For support requests via SMS, WhatsApp or other Instant messaging platforms will need to come from a registered number/username.

We reserve the right to refuse a support request if we are unable to verify we are speaking to the account holder or a nominated contact.

Support under standard care will be available:

Monday to Friday: 8am to 6pm

This excludes public and bank holidays.

Once you have logged a support request using the methods listed on our nsmnet.uk website we will aim to respond to your support request within 4 hours.

Any support requests sent outside of the support availability window will be picked up the next working day and we will aim to respond to your support request within 4 hours of the support availability window opening.

For example you raise a support request at 8:30am on a regular (non public/bank holiday) Wednesday and we will aim to respond by 12:30pm.

Or you raise a support request at 6:30pm on a regular Friday we will aim to respond by 11:30am the next working day.

An initial response to a support request may be an acknowledgment that we have received your request and are looking into it.

Depending on the nature of the support request we may take a few days to investigate and provide a resolution as it may involve liaising with our trusted partner and network providers.

If you have not had a response/acknowledgment from us after 4 hours and it's within the available day/time window specified above we recommend you try reaching out to us using a different method ie if you tried emailing us and do not hear back after 4 hours try calling us.

Under standard care we will only be able to support you with issues/faults relating to the broadband service taken via ourselves.

If we establish through troubleshooting the issue relates to your own equipment ie your own router, Phone, Tablet etc we will advise you of such and we may at our discretion offer to continue support at an agreed additional cost.

Standard care does not include site visits from ourselves but will include engineer visits from the network provider if the fault lies with their equipment.

There may be charges from the network provider we and or our trusted partner may pass on to you if the network provider is:

- A) Called out and the fault is found to be with your equipment.
- B) They discover damage to their equipment
- C) They come out to your property and you or someone over the age of 18 is not present at the property which would go down as a missed appointment.

We will advise you of these potential charges at the point we raise a fault via our trusted partner to raise with the network provider and you will be asked to agree to accept these charges we accept no liability for these charges.

While we endeavour to provide you the level of support detailed in this clause, we make no guarantee's and there may be times due to reasons beyond our control where we are not able to provide the full level of support.

2.7.2 Enhanced care

Enhanced care is a bespoke offering on top of the support offered under standard care and will include support as per your enhanced care support agreement anything outside of your enhanced care support agreement is not covered.

If you opt to subscribe to our enhanced care package you will be able to log a support request using the methods listed on our nsmnet.uk website.

We will only be able to accept support requests from the named account holder or nominated contacts.

We will ask a set of security questions to identify we are speaking to either yourself as the account holder or a nominated contact.

For support requests via email we require them to come from email address you have registered with us.

For support requests via telephone we will require you as the account holder or a nominated person to complete the security checks.

For support requests via SMS, WhatsApp or other Instant messaging platforms will need to come from a registered number/username.

We reserve the right to refuse a support request if we are unable to verify we are speaking to the account holder or a nominated contact.

Support under enhanced care will be available:

Monday to Friday: 7am to 10pm

Saturday & Sunday: 8am to 10pm

Public and Bank holidays: 8am to 7pm

Once you have logged a support request using the methods listed on our nsmnet.uk website we will aim to respond to your support request within 2 hours.

Any support requests sent outside of the support availability window will be picked up the next working day and we will aim to respond to your support request within 2 hours of the support availability window opening.

For example you raise a support request at 8:30am on a regular (non public/bank holiday) Wednesday and we will aim to respond by 10:30am.

Or you raise a support request at 11pm on a regular Friday we will aim to respond by 10am the following day.

An initial response to a support request may be an acknowledgment that we have received your request and are looking into it.

Depending on the nature of the support request we may take a few days to investigate and provide a resolution as it may involve liaising with our trusted partner and network providers.

If you have not had a response/acknowledgment from us after 2 hours and it's within the available day/time window specified above we recommend you try reaching out to us using a different method ie if you tried emailing us and do not hear back after 2 hours try calling us.

We will only be able to support you on issues/faults that are detailed and agreed under your enhanced care support agreement anything outside of your enhanced care support agreement or standard care is not covered.

If we establish through troubleshooting the issue relates to something outside of your enhanced care support agreement and or standard care we may at our discretion offer to continue support at an agreed additional cost.

As per standard care enhanced care as standard will include engineer visits from the network provider if the fault lies with their equipment.

There may be charges from the network provider we and or our trusted partner may pass on to you if the network provider is:

- A) Called out and the fault is found to be with your equipment.
- B) They discover damage to their equipment
- C) They come out to your property and you or someone over the age of 18 is not present at the property which would go down as a missed appointment.

We will advise you of these potential charges at the point we raise a fault via our trusted partner to raise with the network provider and you will be asked to agree to accept these charges we accept no liability for these charges.

If your enhanced support agreement includes a onsite visit provision from ourselves there will be these additional charges that will apply if:

- a) The on site visit is cancelled with less than 24 hours notice
- b) We arrive at your address and you or a nominated contact are not present
- c) We find the issue/fault was caused by malicious damage or misuse
- d) We find the issue/fault is not covered under your enhanced care support agreement.

While we endeavour to provide you the level of support detailed in this clause, we make no guarantee's and there may be times due to reasons beyond our control where we are not able to provide the full level of support.

2.8 Service Price changes

For broadband services ordered via ourselves prices will not rise during the minimum term, if at the end of your minimum term our prices have changed you will be notified before the end of your minimum term..

For services we offer direct such as enhanced care support packages, additional support we will notify you with at least 30 days notice of any price changes to these services.

All prices listed on our websites and communications will include VAT at the current rate of 20% unless otherwise stated.

2.9 Advert and Malware filtering service

For all broadband services ordered via ourselves comes with access to an optional Advert and Malware filtering service at no additional cost.

2.9.1 General

Our Advert and Malware filtering service is an optional DNS server based service where we will give you access to send your traffic via our DNS server where we will filter and block most adverts and malware.

2.9.2 Setup and requirements

In order to use the service, you must have a router compatible with our service as you will need to change your router's DNS server settings to point to our DNS servers.

Unless agreed otherwise for example via an enhanced care support package, full managed install or additional support agreement you will be responsible for configuring and setting up your equipment to use this service.

At our discretion we may provide basic assistance in setting up your equipment to use our DNS service.

By default our trusted partner will set their own DNS servers on the PPPoE session at present setting up to use our DNS service is a manual process.

You will need to ensure all your devices DNS settings are setup correctly to point to our DNS servers to use the service this may mean changing individual device settings for example some phones have built in DNS services that override ones set by your router.

We can not guarantee our DNS service will be fully compatible with all your devices and equipment.

2.9.3 Availability and functionality

Our DNS service aims to block most Adverts and Malware however we make no guarantees that all Adverts and Malware will be blocked.

We also make no guarantees that the service will be 100% reliable there may be times where it does not work at all.

Due to the nature of the DNS service you may find some sites blocked that cause you potential issues these may be false positives where our filtering system mis identifies a site as Advert or Malware or where you wish to access a site that is correctly identified as malware.

We reserve the right to stop offering and or supplying the DNS filtering service at any time.

2.9.4 Support and logging potential issues

As per 2.9.3 if you become aware of an issue with our DNS filtering service please log a support request as per section 2.7 and we will respond as per your support agreement plan with us.

When logging support requests that you suspect relate to our DNS filtering service please include:

- a) If it's a request to block or unblock a site/URL.
- b) The URL you are having issues with
- c) Screen shot of the issue
- d) Date and time you tried visiting the site/URL
- e) The device you were using.

Where feasible we will try and fulfil the block/unblock support request but cannot guarantee.

Where we have been unable to resolve your support request relating to this DNS filtering service you will have the choice to switch to a different DNS servers of your choice.

2.10 Cancellations

This section covers cancellations of our services.

2.10.1 Notice Period

You must give us 30 days notice in writing if you wish to cancel your broadband and related services with us.

2.10.2 Within your minimum contract period

If you are still within your minimum contract period with either ourselves for our services you will be subject to a £45 charge and any remaining months remaining on your contract.

Once we receive your notice to cancel in writing we will inform you of these charges.

2.10.3 Outside of your minimum contract period

If you are outside of your minimum contract period there will be a £45 charge to cancel broadband service with us.

2.10.4 Moving Home/Property

You will need to give us at least 30 days notice in writing if you are moving to a different property.

For Broadband services ordered via ourselves these cannot be transferred between properties and should you move to a new house within the Minimum Service Period the contract will remain in full force and effect and you will remain liable for the charges payable for the Fibre Broadband Services for the remainder of the Minimum Service Period as well as the £45 cancellation charge.

If you are considering moving house please let us know asap and we can look at working with you to see if we can provide services at your new address.

2.10.5 Our Support packages

If you cancel your Broadband service with us this automatically cancels and voids any support contracts you have with us including

- a) Standard care
- b) Enhanced care
- c) Other ad hoc support packages

As our paid for support packages are billed in advanced we will not be able to offer any refunds outside of your cooling off period unless we agree at our discretion to do so this does not effect your rights.

2.10.6 Our Advert and Malware blocking service

If you cancel your Broadband service with us you will no longer be able to use our Advert and Malware blocking service.

You will be responsible for changing the DNS settings of your own devices and equipment to a different DNS server.

2.10.7 Our Equipment and Devices

If we have provided you with any of our Equipment or devices and you choose to cancel your services you may be required to return them to us we will let you know if this is the case.

2.10.8 Bereavements

If the account holder passes away please let us know as soon as you can using the contact methods on our nsmnet.uk website and we will handle such situations with care and compassion on a case by case basis and at the sole discretion of the director waive any additional charges due.

2.11 Billing

For any services where we handle the billing If you have any questions regarding the billing for these services please raise it with us via the contact methods on our nsmnet.uk website and we will respond in line with our support agreement as per section 2.7 of these terms and conditions and work with yourself to resolve the query.

2.11.1 Difficulty paying

If you become aware of a situation where you may find it difficult to pay your bill with us please reach out to us via the contact methods on our nsmnet.uk website and we will respond in line with our support agreement as per section 2.7 of these terms and conditions and work with yourself and our trusted partner to try and help where feasible.

It is better to tell us to make us aware so we can try and help where possible.

2.11.2 Missed payments

As per section 2.11.3 if you think you may not be able to make payment or difficulty paying for our service please let us know as soon as possible so we can try and help.

If you miss payments to us for services we bill directly we may suspend your services until full payment has been received.

We may pass this debt onto a debt collection agency, or pursue the amount from you thorough the UK legal system.

2.12 Complaints

We hope you will be very happy with our services however if this is not the case you are within your rights to raise a complaint.

2.12.1 How to raise a complaint

Before raising a complaint we encourage you to work with us by raising a support case as per section 2.7.

If after raising a support case you are still not happy please put your complaint in writing to nathan@nsmnet.uk :

- a) In the subject line of the email put the word COMPLAINT at the start (this enables us to quickly identify complaints).
- b) Send it from your registered email address
- c) Include as much detail about the complaint as possible
- d) Include your desired resolution

We will endeavour to deal with your complaint as quickly and efficiently as possible.

2.12.2 Escalation

If you are not happy with the response after submitting a complaint as per section 2.12.1,

If the complaint relates to the broadband service provided by us and we have failed to resolve the complaint to your satisfaction and its been over 6 weeks since raising the complaint and or you have a deadlock letter you can then raise a complaint via our ADR CISAS <https://www.cedr-assist.com/consumer/cisas/overview/> .

2.13 Vulnerable customer

If you or anyone in your household is classed as a vulnerable person you must let us know as soon as possible as this changes how we and our trusted partner provide services to you to comply with Ofcom regulations.

2.14 Business use

You must tell us if you are wanting to use any of our services for business purposes and or use and if you are dealing with us as a business rather than a consumer.

Unless you tell us we will treat you as a residential customer as such if we suspect business use of our services without agreement we and our trusted partner reserve the right to terminate your services and you will be liable for all associated costs.

If you are a business customer with ourselves and we have agreed to supply services to you as a business customer certain clause in this contract may not apply, we will provide you with this information on your contract.

3 Other services

This section relates to other services we offer not stated elsewhere in these terms and conditions.

For services not mentioned in these terms and conditions will have their own service specific terms and conditions which will be presented at point of order of such services which you be required to agree to along with these terms and conditions.

4 Liability

This liability section applies to the entire terms and conditions and all services we offer mentioned in this document, our websites and elsewhere.

For broadband services ordered via ourselves are subject to our contract, terms and conditions and liability policy.

4.1 We are responsible to you for any reasonably foreseeable loss and damage caused by us:

If we fail to comply with Our Agreement, we are responsible for any loss or damage you suffer that is caused by us and is a reasonably foreseeable result of our breaching Our Agreement or our failing to use reasonable skill and care in the provision of the Service in accordance with our legal obligations to you, but we are not responsible for any loss or damage that is not reasonably foreseeable.

4.2 Liability which is not excluded:

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for:-

- (a) death or personal injury caused by our negligence or the negligence of our employees or other representatives;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of your statutory or legal rights in relation to the Service (including the right to have the Service supplied with reasonable skill and care and in accordance with our description of the Service). Any goods we supply to you must be as described and match information we have provided to you, and must be of satisfactory quality and fit for any particular purpose made known to us. Nothing in Our Agreement affects these statutory or legal rights. For more details on your rights as a consumer, please contact the Citizens Advice Bureau (at www.citizensadvice.org.uk) or the trading standards department at your local authority.

4.3 We are not liable for business or indirect losses:

Unless otherwise agreed separately as per section 2.14, We only supply the Service to you for domestic, personal and non-commercial use. If you use the Service for any commercial, business or re-sale purpose, we will have no liability to you for any loss of

profit, revenue, contracts, anticipated savings, business or business opportunity, nor for any business interruption nor for any indirect, special, incidental or consequential losses arising out of your use of the Service.

4.4 We are not liable for unauthorised use, events beyond our reasonable control or your default: We are not responsible or liable for any losses arising out of:-

- (a) any unauthorized use of your Service;
- (b) any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control; or
- (c) your failure to discharge your obligations under Our Agreement.

4.5 Outside of our control

We will not be liable for failing to perform our obligations under the Agreement if we are prevented from doing so by something outside our reasonable control (including but not limited to war, terrorist activities civil disorder, industrial disputes, damage or vandalism to our systems or equipment, lightning, flood or severe weather conditions, fire or explosion, actions of local or national government or other authorities). If any event continues for more than 90 days, then either you or we may terminate the Agreement immediately.

4.6 Our total liability:

Subject to clause 4.2, our total liability to you for all claims arising under Our Agreement shall be limited to a sum equivalent to the aggregate Service Fees that you have paid or would have to pay to us under our Agreement for the 12-month period ending on the date of the relevant claim.

4.7 Mitigation of any loss or damage:

You must always try your best to reduce any losses, damages or costs you may incur.

4.8 Making a claim:

If you believe that your rights are being infringed, you may submit a written notice to us by emailing nathan@nsmnet.uk. We will respond as soon as possible to such a notice. Upon receipt of such a notice, we may take such actions as we may reasonably think fit without any admission of liability on our part and without prejudice to any rights, remedies or defences we may have (all of which are expressly reserved).

In submitting such a notice, you grant us the right to use, reproduce, modify, adapt, publish, translate, create derivative works from, and display the content of such notice throughout the world in any media (including, without limitation, the right to forward such notice to our professional advisers and to the parties involved in the provision of the allegedly infringing content). You agree to indemnify us for all claims, loss or liability we may incur as a result of, or in connection with, the exercise of such right.

5 General

5.1

These terms and conditions are just between you and us and no one else can enforce it. You can only transfer it with our consent. We can transfer our contract to another company provided this does not adversely affect your rights under our contract.

5.2

Each of the clauses and sub-clauses of our terms and conditions operate separately. If any court or other relevant authority finds any of the terms of our terms and conditions to be invalid or unenforceable, the other terms of this document will not be affected.

5.3

If we delay in taking any steps under these terms and conditions and or contracts against you for breaching our Terms and Conditions or contract or our trusted partners contract or terms and conditions where applicable, that does not prevent us taking steps against you at a later date.

5.4

Our terms and conditions and contracts are governed by and interpreted in accordance with the laws of England and Wales (or the laws of Scotland if you live there).

Any dispute arising in connection with these terms and conditions or our contracts will be subject to the exclusive jurisdiction of the courts of England and Wales (unless you choose the courts of your home in Scotland or Northern Ireland).

5.5 Geographic

Our websites and services are only for residents of the United Kingdom if you are accessing our websites and services outside of the United Kingdom or we suspect you are we reserve the right to block access and suspend your services and you will be liable for any charges that may apply.

6 Acceptance

By using any of our websites, placing an order and or using any of our services or services ordered via ourselves with our trusted partner you are agreeing you have read and accept these terms and conditions.

which were presented to you:

- a) On our websites
- b) at the time of ordering and emailed to you shortly afterwards as part of your order confirmation email.