

1. Residential Customer

We are Merula Limited (“Merula”) a company incorporated in England with company registration number 03243995. Our registered office is at Elwes House, 19 Church Walk, Peterborough, PE1 2TP.

You are a Residential customer and not a business and are not intending to use our service wholly or mainly for business purposes. You confirm that the name and contact details on the order confirmation belong to a person authorised to enter into contracts and accept liability to pay our charges. The address stated in our order confirmation is the location where our service will be activated for your use. If your billing address is at a different location, please specify this.

These are the terms and conditions on which we supply our broadband Service to you. Please read them carefully. These terms tell you who we are, how we will provide our broadband service to you, how you and we may change or end the contract, what to do if there is a problem and other important information. Use of our broadband service is subject to our acceptable use policy and our privacy policy which you can read on our website.

If the fibre broadband network has not yet been installed at your property, we will make the necessary arrangements and we will contact you with further information.

2. How to Contact Us

You can contact us through various means such as live chat, social media, the customer portal, by telephone, or by writing to us. Further details are provided on the ‘contact us’ page of our [website](#).

3. How We May Contact You

If we need to contact you regarding your service, we will do so using the contact details provided by you such as by phone, email, SMS text message or by writing to you at the email address or postal address you provided to us in your order. We may send customer service announcements to you by email, SMS text message, push notifications through applications, post or by any other similar means.

Please ensure that you tell us immediately if any of your contact details change.

For the purpose of our contract, the following terms have the following meanings:

“Acceptable Use Policy” Means our acceptable use policy which can be found on our website **“Activation Date”** Means the date on which the service goes live as specified in the order Confirmation.

“Activation Fee” Means the fee which may be charged to activate or reactivate the service. **“Complaints Code Of Practice”** Means our complaints code of practice which can be found on our Website.

“Merula Network Equipment” Means any equipment we install from the Connection point outside your property to the internal network termination point which enables connection to our network and always remains our property or the property of our infrastructure partners. This equipment may include any fibre optic cables and ducts and the internal network termination point.

“Early Termination Charges” Means the remaining charges payable for the minimum period when you terminate the contract prior to the minimum period and the cost of any non-returned router equipment for reasons other than due to our breach or when we terminate the contract due to your breach.

“Equipment” Means the Merula network equipment and/or the router equipment.
“Home” Means your home or premises described in your order at which the equipment is or will be installed.

“Minimum Period” Means the minimum term of the service which you have chosen as described in the order confirmation.

“Moving Home Policy” Means our moving home policy for residential customers which can found on our website.

“Order” Means an order for the service made by you either via our website, live chat, customer portal or by telephone describing the details of the service you require (and the term “ordered” shall be construed accordingly).

“Order Confirmation” Means an email confirmation of your order in which we accept your order.

“Price Book” Means our price book for residential customers which can found on our website.

“Privacy Policy” Means our privacy and cookie policies which can be found on our website.

“Router Equipment” Means the equipment we supply to you as an essential part of providing the Services (including upgrades or replacements) which will be our property at all times. This may include the broadband router(s), mesh access points, power adaptors and ethernet cables.

“Service” Means the Merula fibre broadband service ordered by you and provided by us as shown in your order confirmation.

“Service Provider” Means any third-party service provider Merula uses, to provide the Services under the Agreement.

“VoIP Service” Means the voice over internet protocol service Merula provides you, as shown on the order confirmation

“Website” Means the Merula website. www.merula.net

“Writing” Includes live chat, emails and SMS text messages. When we use the words "writing" or "written" in these terms, this includes live chat, emails and SMS text messages.

“Working days” Where we use the phrase ‘working days’ is used this excludes Saturdays, Sundays and UK public holidays.

In this Contract, all references to “we”, “us” or “our” are references to Merula and all references to “you”, “Customer” and “your” are references to you, the customer of Merula.

4. Our Contract

4.1 Placing An Order for Our Services

Residential customers can order our services through various means such as with one of our Merula representatives in person, by phone, or through our website. We can only accept orders for areas where our service is available or is about to be available because the network build has started. Where we cannot provide our service we may hold your details to inform you of when we can offer our service to you and/or offer you alternative products. You accept that by submitting an order you have placed an order with us for that service according to these terms and conditions.

4.1 How We Will Accept Your Order

Our acceptance of your order will take place when we email you an order confirmation at which point a contract will come into existence between you and us.

4.2 What You Have Ordered

Your order confirmation contains all the details of the service you have ordered which we agree to supply to you, according to these terms and conditions.

4.3 Documents Making Up Our Contract

You acknowledge that our contract is comprised of the following documents:

- These terms and conditions
- Our Order Confirmation

- Your Order
- [Our Price Book](#)
- [Any other product terms and conditions](#)
- [Our Moving Home Policy](#)
- [Our Privacy Policy](#)
- [Our Acceptable Usage Policy](#)
- [Our Complaints Code of Practice](#)
- [Our Debt Management Policy](#)

If any of these documents contradict each other, a document higher up on this list takes priority.

5. Terms Of Our Contract

5.1 Your Contract With Us Is Subject To A Minimum Period

Unless you are offered or select a monthly rolling package, your service will have a minimum commitment period, the length of which is specified in your order confirmation. This period begins on your activation date. You are required to maintain and pay for the service for the entire minimum period unless this contract is terminated early by you or us in accordance with its terms.

If you switch to a different package during the minimum period, a new minimum commitment period will apply, starting from the date we begin providing the new package.

5.2 Termination During Minimum Period

If you terminate your contract during the minimum period, except in cases where the termination is due to our breach or if you cancel during the cooling-off period specified in clause 5.4, we will charge early termination fees. In such cases, you will be required to pay the remaining line rental, reduced by 50%.

5.3 Monthly Rolling Packages

Monthly rolling packages have no minimum period commitment period, but you are required to give us at least 30 days' notice that you want to cancel a monthly rolling package. (the maximum notice you can give is 180 days).

5.4 Cooling Off Period

You have the right to change your mind about purchasing our services and may cancel the service within the "cooling-off period" set by law. This is the period of 14 days, starting on the day after the receipt of your order confirmation. It doesn't apply to any further services you order from us, or other changes you ask us to make to your services (including where you agree to a new minimum period in respect of them) during the term of this contract.

5.5 Cancellation During Cooling Off Period

You have the right to cancel your order before the cooling-off period has ended. You must put your request in writing. If you cancel this contract before the cooling-off

period has ended, you'll have to pay us for any of the services you've received up to the point when you notify us of cancellation. This may include payment for service use, any installation fee, router equipment costs and any activation fee, which we have incurred in provisioning your order.

5.6 Return Of Router Or Equipment

You must return the router equipment which you have been provided within 14 days of cancelling your order using the original packaging provided, or in another manner we request. You will be responsible for the costs of returning the router equipment to us. If you don't return the router equipment within 14 days, we will charge you for any non-returned router equipment. For more information, please see the [price book](#) on our website for details on these charges. You must keep the router equipment that we have provided to you safe until it is returned. You may have to pay for any loss in value as a result of unnecessary handling or damage by you. You will need to return any router equipment to us. The returns address can be found on our [website](#).

6. Installation

6.1 Standard Installation

If there is already a working fibre socket in your home that the service provider Acan access, they will use this to connect you to our network. There may be no need for an installation engineer to carry out any work in your home. We should be able to activate your connection as soon as everything else in your order is ready.

If you don't already have a working fibre socket in your home when you place your order, the service provider installation engineer will need to install one so you can connect to our network. When you place your order, you may be offered an installation date by our automated booking system which may be subject to an installation fee, or our customer services team may contact you to agree or modify an installation date. We'll confirm this installation by contacting you before the installation engineer comes.

6.2 Non-Standard Installations

Bespoke installations may require specific considerations, such as the length of the access route or surfaces that need specialised techniques for excavation and reinstatement. These non-standard installations fall outside the scope of our standard installation service and may necessitate a separate on-site visit by a Service Provider installation technician to prepare a detailed cost estimate.

We will discuss the installation costs with you before proceeding. If you agree to proceed, the charges will be confirmed in writing. Once the network installation is completed, we will deliver the service as per your order.

The agreed installation charge may be collected upfront or included in your first monthly payment. Please note that in many cases, the engineering work is carried out by the service provider and not Merula.

6.3 Contact Details

The service providers installation team will have your contact details. This is so that they can contact you to let you know when they will arrive, or to deal with any unexpected

problems or delays. You can contact our support team if you have a query about your installation by responding to your job ticket on email (if applicable) or using our contact us page on our [website](#).

6.4 Risk Assessment

Where a Merula Engineer is visiting, our technician will carry out a risk assessment before commencing work. If the technician decides that it is not possible to carry out the installation safely, or if there is no one over the age of 18 present at the property, you will be informed and given the opportunity to make alternative arrangements.

6.5 Changes To Your Requirements

Please note that if you change your requirements, this may affect your eligibility for a standard installation. If there has been an error in assessing the criteria for your installation, which means you do not qualify for standard installation, the installation engineer will inform us and we will discuss and agree with you how to proceed – including any charges which may apply.

6.6 If The Installation Cannot Be Carried out As Arranged

The installation engineer will do everything possible to achieve your installation at the arranged time, but if it is not possible to continue with the installation because of safety issues, the complexity or the materials required, the installation engineer will inform us and will ask you to

confirm your acceptance that a further appointment will be required. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property, we may end the contract.

6.7 Our Rights Under The Communications Act 2003

By ordering and requesting installation of our service, you agree that the Merula network equipment placed on your property with your permission will remain, including the internal network termination point installed in your property, irrespective of whether you or anyone who purchases your property takes services from us. You should ensure that any future purchaser of your property is made aware that the property is connected to our network and the location of Merula network equipment.

6.8 Our Equipment

Any equipment we provide as part of your service remains our property or the property of our service provider and must be kept at your home. If you purchase equipment from us, such as routers, ownership transfers to you upon payment, and standard hardware warranty terms will apply.

You are responsible for taking good care of equipment that remains our property. If such equipment becomes faulty, we will repair or replace it free of charge, provided the fault was not caused by misuse or damage while the equipment was in your care.

For equipment that remains our property, you must return it to us at the end of your contract or if we request it. If the equipment is not returned within 14 days, we may

suspend your service and/or recover the cost of the unreturned equipment from you.

The return address can be found on our [website](#).

If you have purchased equipment, our team can assist with warranty claims or help you arrange the purchase of a replacement if required

6.9 You Must Not Sell Or Transfer Our Equipment

Please note that you must not sell or transfer the equipment that is our property to anyone else or use it outside the UK. You must promptly provide us with any information we ask for about the location of the equipment. We may update, upgrade or replace the equipment from time to time.

6.10 Previously Installed Equipment

If our Merula fibre broadband network equipment is already installed at your property prior to you placing an order for service, we may provide you with the necessary router equipment to use the service together with set-up instructions and details of how we will activate your service.

7. Access

7.1 You confirm that you are the current occupier of the Home; and either the freeholder of the home or a tenant under a lease with legally binding permission from the freeholder to install the equipment there. You, or a person given permission by you (must be aged 18 or over) will either be at your home when we visit or will give us access to your home on your behalf.

7.2 Consent To Install, Keep And Use Equipment At Your Home

You allow Merula to install, keep, maintain and operate the equipment at your home. We sometimes need to advise you of any additional equipment you need. If applicable, it is your responsibility to purchase additional router equipment as notified to you. Where we have recommended that you purchase additional router equipment for use with the service and you have chosen not to take our recommendation, we cannot guarantee compatibility of what you instead choose, nor can we provide installation or on-going support in respect of it.

If you are not at home on the day of installation, you allow Merula or its service provider to carry out the external part of the installation and we will re-arrange with you to come back at another time to carry out the internal part of the installation. This way, we can ensure that engineering time is not lost and to avoid the need to charge a missed appointment fee.

7.3 Right To Access

You agree that we, and people working for us, can enter your home to carry out any work required to connect, maintain, change, replace, or remove any equipment necessary to supply the service you have requested. We may also access your property to inspect any equipment related to receiving and using our services that is kept there.

If the router is owned by you, including one you have purchased from us, you grant us permission to access it remotely to perform necessary updates and maintenance. This ensures the continued operation and security of the service we provide.

If you do not allow the installation team to access your site as arranged, and you do not have a valid reason, the installation may be cancelled, and you may be charged a missed engineering appointment fee, as detailed in our "[price book](#)."

7.4 Your Co-Operation

You agree to help and cooperate with us as reasonably required to connect you to our services. We will cause as little disturbance as reasonably possible when carrying out any work at your home.

7.5 Wayleaves

If our team or a service provider needs to cross your land or install, maintain, or operate our equipment at your home, you give us consent to do so and agree to make reasonable efforts to obtain any necessary consent from another person if required. Before we install our equipment and provide our service, you will provide us with any additional consent in the form of a wayleave agreement (an agreement granting us the right to install, maintain, and operate our equipment over someone's land) if such additional agreement is needed. If you cannot provide the consents and permissions we require under this clause or clause 7.1, we may end your contract with us.

7.6 Non-Interference

You will not do anything, or allow anything to be done, at your home that may damage or interfere with any equipment we supply, or prevent its use or easy access. If any such equipment is damaged other than through fair wear and tear, please contact us. We may charge you for repairing or replacing it if it is included as part of your package and not purchased outright by you. If you own the product, you may pay us to replace it at your own cost.

7.7 Access To Our Network Equipment

From time to time, we may need access to equipment to carry out essential maintenance, network upgrades, household re-routing, or other necessary work. If that happens, we will contact you to arrange a visit by the service provider's technicians or our approved network technicians at a convenient time.

7.8 Installation Route And Faults

You should ensure you know the installation route of any Merula or Service Provider network equipment across your property and inform any third party working on your property. If you report a fault that we identify within your property boundary, we will arrange to repair or replace the faulty equipment. However, if the engineer reasonably believes that damage caused the fault, we may charge you for the repair or replacement.

8.1 Activation Date

Once we have issued an order confirmation and the service is installed, you may be charged a one- off activation fee, and our monthly charges will start to apply, as shown on the order confirmation. This is also when the minimum period starts.

8.2 Router Equipment

If our Merula network equipment is already installed at your property prior to you placing an Order for service, we will provide you with the necessary router equipment to use the service together with set-up instructions and details of how we will activate your service.

9. Estimated Broadband Speeds

9.1. Broadband Speeds

Our estimated broadband speeds appear on our website when you select your broadband package. You acknowledge these speeds are estimated and not guaranteed. The minimum download and upload speeds only apply when your device connects via an ethernet cable. Please keep your router plugged in and switched on so we can gather speed information.

9.2. Minimum Download And Upload Service

We provide a minimum download speed guarantee to your router of 50% of the estimated speeds shown on our website. If the service provider fails to meet this minimum, we will contact them to resolve it. This minimum does not apply to any outage periods or to speed tests carried out using Wi-Fi devices.

9.3 Advertised Speeds

We comply with minimum guaranteed upload and download speeds shown on our website. We calculate them at 95% of the advertised speeds during off-peak times and 33% during the busiest four-hour period. Our suppliers may differ.

9.4 Network Speeds

Your actual speeds may vary due to factors beyond our control, including external networks managed by service providers, your home environment, and Wi-Fi technology limits. Wireless connections offer convenience but typically deliver slower speeds than a wired ethernet connection.

9.5 Your Right To End Out Contract

We cannot guarantee uninterrupted services or equipment operation at all times, and maintenance may sometimes be needed. If you experience download speeds below our minimum guarantee for three consecutive days (either continuously or intermittently), you must notify us promptly so we can investigate.

9.5.1 Our investigation

We will work with the service provider to find and fix network issues. You agree to follow our reasonable instructions, such as running tests or troubleshooting steps.

9.5.2 Resolution Options

If speeds remain below the minimum, we may:

- Reduce your fees.
- Offer you a more suitable package.
- In certain cases, cancel your contract without early termination charges.

9.5.3 Ending your contract early

If 14 days after you first notify us, the speeds still regularly fall below the minimum guarantee and we cannot resolve the issue within 30 days, you may leave your contract early without an early termination fee.

10. Our charges and your payments

10.1. How We Calculate Our Monthly Charges

The amount you pay for our service depends on the level of service you have ordered. This is shown as a monthly amount, including VAT on your order confirmation, payable in advance. Payments must be made by direct debit, credit or debit card or any other payment methods we support from time- to-time. Your first payment may include the activation fee (if any), charges for standard installation (if any), where applicable, charges for non-standard installations and any other charges we agree.

10.2 Minimum Period

You agree that you will be tied in to accept and pay for our service for a minimum period which is measured from the activation date (for new Orders) or from the date of the order confirmation (for changes and upgrades). The minimum period which applies to your order is shown on your order confirmation.

10.3 After The Minimum Period Ends

Your service price will not change during the minimum period unless you purchase new or upgraded services. In that case, a new minimum period may apply, and your price may increase (but not decrease). For example, if you upgrade, the minimum period may reset, and your monthly fee may go up. After the minimum period, your service continues unless you end the contract, but price changes may apply—please see clause 10.4

10.4 Price Changes

We may review our charges at any time, but any changes will not affect contracts still in their minimum period. If our prices change, we will give you at least one month's notice. If you do not accept the new prices, you can contact us to end our contract (see clause 15). ***You accept that after your minimum term is completed our pricing will increase by £3 per month.***

10.5 Monthly Usage Limits

Our services may have monthly usage limits described in our [acceptable use policy](#). If you exceed these limits, we may charge you for any extra usage or suspend your service. You can check your usage at any time by contacting us (details are available on our 'contact us' page).

10.6 Changes And Upgrades

If you decide to change or upgrade your service, we will inform you of the new monthly charges and ask for your confirmation to accept them. Any new minimum period starts when we confirm your order by sending you an order confirmation. The 14-day cooling off period applies to such changes or upgrades, but cancelling within this period does not affect the minimum period of your existing package.

10.7 VAT Charges

We quote charges differently for consumers and business customers. For consumer customers, our prices include VAT unless we state otherwise. For business customers, we quote prices excluding VAT unless stated otherwise. If the VAT rate changes, the amount you pay will change accordingly and will be shown on your bills.

10.8 3rd Party Charges

We are not responsible or liable for any 3rd party charges from other organisations or service providers which you may incur while using the services.

10.9 If You Do Not Pay

If you do not pay us for our services when you are supposed to and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend or restrict the supply of the service until you have paid us the outstanding amounts and may also terminate our contract in such circumstances.

10.10 Late Payment Fee

If you fail to pay us by the due date, we may charge a late payment fee of £14.99 to cover our reasonable administrative costs. We also reserve the right to charge interest on overdue amounts at a rate of 8% per annum, calculated daily from the due date until payment is received in full. Additionally, you will be responsible for any reasonable costs incurred by us in recovering the debt, including debt collection agency fees, provided these costs are proportionate and clearly communicated. For more information please refer to our [debt management policy](#)

10.11 What To Do If You Believe There Is an Error in Our Charges

If you believe an invoice is wrong, please contact us promptly. We will not charge interest while we investigate. Once the dispute is resolved, we will charge interest from the original due date on any amounts correctly invoiced.

10.12 Credit Checks

You agree that we, our service providers, or other third parties acting on our behalf may carry out credit checks on you using the information you provide during the ordering process. We will handle your personal information in accordance with our [privacy policy](#).

10.13 Electronic Bills

You will receive bills by email and/or through our customer portal. If you want paper or braille bills, please see the [accessibility policy](#) on our website. We may charge you for paper bills, but we'll tell you about the charge beforehand.

11. Using Our Service

11.1. Acceptable Use

You must comply with our acceptable use policy, which is available on our website, and use our service only for lawful purposes. You agree that we may monitor your usage, including data volume and traffic type (whether authorised by statute or otherwise), to ensure lawful use and assist with traffic management. If you use the service improperly, negligently, illegally, or in a way that interferes with other customers' use, we may suspend your service (see clause 9) or end our contract (see clause 16). We may immediately remove any material placed on our servers by you or other users if it breaches this contract or is otherwise harmful to our interests or the interests of our other customers.

11.2. Your Responsibility For Use Of Our Services

You are responsible for all use of our service, whether or not you gave permission. This includes anyone at your home or under your supervision (family, friends, tenants, visitors, etc.).

You remain responsible for:

- Any materials or content you access or place online.
- Everything you say or do online.
- Any data or materials stored on equipment connected to our service.
- Websites or pages you own, run, or control using our service.
- Ensuring your network and devices are password protected, up to date, and running suitable security software.

If someone accesses your network, we consider them under your control. You will be liable for any unlawful use, such as illegally downloading or transmitting copyright material. Only allow people you trust to access your Wi-Fi and network, and accept responsibility for their use of our services.

11.3. You Are Responsible For Setting Parental Controls

You are responsible for enabling and updating any parental controls (or other controls) on the service. If you activate parental controls:

- We or our supplier may block websites or apps that appear unsafe or unsuitable based on your chosen settings.
- Our supplier decides which sites or apps to block, and we are not responsible for these decisions or for guaranteeing access to sites that are not blocked.

11.4. Residential Use Only

You must only use the service and any equipment we provide for personal use or home working. If you need to use them for broader business purposes, please contact us to discuss our business pricing.

11.5. Vulnerable Customers

We are committed to understanding and meeting the needs of customers who may be in vulnerable circumstances or have accessibility requirements, and we treat all our customers fairly and with respect. Many factors can cause vulnerability—whether long-term or temporary (for example, age, a physical or learning disability, or bereavement). We will do our best to provide suitable products, services, and the right level of help. Our customer support team will try to identify specific needs and offer tailored assistance. If you are in a vulnerable situation and need extra support, please see our [vulnerability policy](#) on our website. We will handle any information you provide in confidence and in line with data protection law.

11.6. If There Is A Fault On The Wider Network

When we become aware of a network fault outside your property boundaries or otherwise outside our control, we will work to diagnose and repair it as quickly as possible.

11.7. We Cannot Guarantee Fault-free Performance

Your internet access availability and speed may vary due to shared network usage and factors beyond our control, such as access to third-party content and services. Additionally, the speed you experience may be affected by Wi-Fi limitations, including your router's position, wall thickness, and the capability of your devices.

11.8. IP Addresses

Unless you arrange with us to have a static IP address, the internet address assigned to you may change at any time. If your service is disconnected or terminated, the IP address will be reallocated to us or another customer, as it remains our property. You may not sell or transfer the IP address to anyone else. We grant you a non-transferable licence to use the IP address while you receive internet access from us, which will end if this contract ends. If you require a static IP address and one is available, we may provide it for an additional charge.

12. Suspending The Service

12.1. Maintenance Work

We occasionally need to perform maintenance, repairs, or upgrades to our network or services, which may require us to interrupt or suspend all or part of the service. We will take all reasonable steps to minimise the impact of any disruption, but we cannot guarantee a fault-free service at all times. Wherever possible, we will schedule maintenance or support work overnight and provide reasonable advance notice by email. However, urgent or emergency issues may not allow for prior warning. If a suspension lasts more than three working days, we will adjust your charges so you are not billed for any period of suspension beyond this timeframe. This adjustment will appear as a credit on your next bill.

12.2. Suspension Due To Your Actions

We may suspend the service if:

- You fail to make a payment (see clause 10.9);
- You misuse our network or violate our Acceptable Use Policy (see clause 11.1);
or
- You breach our contract or any applicable laws related to the use of our network.

12.3. Restoration Of Service Following Suspension

If we suspend or terminate your service, we will inform you of the steps required to restore it.

12.4. Re-activation Fees

We may charge a fee to reactivate your service once the suspension period ends.

13. Our Responsibility

13.1. Loss Beyond Our Reasonable Control

We are not responsible for any loss or damage that is unforeseeable or results from events beyond our reasonable control. Loss or damage is considered foreseeable if it is obvious it will occur or if, at the time the contract was made, both you and we were aware it might happen.

13.2. You Are Responsible For Your Equipment

We are not responsible if you are unable to use the services due to issues with your equipment, such as a PC, mobile device, network interface card, printer, switch, local area network, or other devices. This includes equipment that does not function properly, contains malware, is incompatible with our system, does not meet relevant standards, or fails to meet minimum specifications. We are also not responsible for faults in third-party networks beyond our control.

It is your responsibility to ensure that any devices you use to access the services are free of malware. Additionally, we are not liable for any loss or damage to your equipment resulting from the use of our service.

13.3. We Are Not Responsible For Information Passing Over Our Network

We do not control the data transmitted to or from you over the internet or through our service, and we are not responsible for any loss or damage to that data.

13.4. 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 death or personal injury caused by our negligence or the negligence of our employees, agents, or subcontractors; for fraud or fraudulent misrepresentation; and for breach of your legal rights as a consumer, including the right to receive services that are as described and match the information we provided to you, are of satisfactory quality, are fit for any specific purpose made known to us, and are supplied with reasonable skill and care.

13.5. We Are Not Liable For Certain Losses

We are not liable for any loss of profit, business, sales, turnover, anticipated savings, or customers; business interruption; damage to reputation; loss of contracts; wasted management or staff time; liabilities related to other contracts; or any indirect or consequential loss or damage arising from our contract.

13.6. Maximum Liability For Loss Of Damage To Property

Subject to clauses 13.1 and 13.5, our maximum liability for any loss of or damage to your physical property caused by our negligence or breach of this contract is limited to £5,000.

13.7. Maximum Liability For Other Losses

Subject to clauses 13.1 and 13.6, our maximum liability for all claims arising under this contract, whether due to negligence, breach of contract, or any other reason, is limited to 100% of the charges you have paid in the 12 months prior to your claim, excluding VAT.

13.8. Mitigation

You must take all reasonable steps to minimise any losses, damages, or costs you may incur. This includes promptly notifying us of any issues and following any reasonable instructions we provide to resolve or mitigate the situation.

14. Changes To Our Contract

14.1. Your Right To Make Changes

If you want to make a change to the service you have ordered, please contact us. We will let you know if the change is possible. If it is, we will inform you about any changes to the price, supply timing, or other necessary adjustments resulting from your request, and ask you to confirm if you wish to proceed. If the change is not possible, or if the consequences of the change are unacceptable to you, you may choose to end our contract (see clause 15)

14.2. Minor Changes To The Service

From time to time, we may make changes to our services or equipment for the following reasons:

- To comply with changes to laws, codes of practice, regulations, guidance, or responsibilities that apply to us.
- To introduce new features, upgrade or improve our services, change how services are structured, or expand the areas where our services are available.
- To introduce new equipment, make changes to existing equipment (including withdrawing it), or adjust how we provide it, including upgrades or improvements.
- To implement minor technical adjustments, features, or improvements, such as addressing security threats or adding new features.
- To reflect changes in how we manage our business.

If we make such changes, we will update the relevant terms on our website and notify you of these updates. If any changes significantly affect your use of our service, please contact us to discuss the reasons for the change and its impact.

14.3. More Significant Changes To The Service And Our Contract

From time to time, we may make more significant changes to our services, equipment, or contract. If these changes disadvantage you, we will notify you at least one month in advance. You may then contact us to end the contract, in accordance with clause 15, before the changes take effect.

15. Your Right To End Our Contract

15.1. You Can Always End Your Contract With Us

You can end our contract by providing 30 days' written notice through various channels, including live chat, the customer portal, our website, or by writing to us. Further details are available on the 'Contact Us' page of our website. Your rights when ending the contract will depend on our performance and the timing of your decision. The consequences in each situation are explained in clause 15.2.

15.2. You May End The Contract Because Of Something We Have Done Or Are Going To Do

If you are ending our contract for one of the reasons listed in clause 15.2(a) to (d) below, the contract will terminate, and we will refund you in full for any services paid for but not provided (if applicable). The reasons are:

- (a) We have informed you of an upcoming significant change to your service or these terms, including a price change, which disadvantages you, and you do not agree to it, giving us notice to end the contract.
- (b) We have made an error in the price or description of the service you ordered, and you no longer wish to proceed.

- (c) We have suspended the service for technical reasons, or notified you of a suspension for technical reasons, lasting more than 30 days.
- (d) We are in breach of this contract and fail to resolve the issue within 30 days of receiving written notice from you specifying the breach.

16. Our Rights To End The Contract

16.1. We May End The Contract If You Break It

We may terminate our contract at any time by giving you written notice if:

- (a) You fail to make a payment when it is due, and you do not pay within 7 days of our reminder (see clause 10.9).
- (b) You fail a credit check, or the payment details you provided (e.g., bank, debit, or credit card information) are invalid or incorrect.
- (c) We are unable to provide the service to your home by the expected connection date for any reason, including if you do not grant us access for installation services.
- (d) You use our network in breach of our Acceptable Use Policy or fail to comply with clause 8.4 (Residential use only).
- (e) You, or anyone authorised to act on your behalf, behave unreasonably or inappropriately towards our staff or agents in a manner we reasonably consider serious enough to justify ending the contract.
- (f) You breach this contract (other than a breach covered by clause 16.1(a)) and fail to resolve the issue within 30 days of receiving written notice from us specifying the breach.

16.2. Cost And Losses Incurred Due To Our Termination

We are not responsible for any costs or losses you may incur if we terminate the contract under clause 16.1. However, if we terminate your contract before connecting you to our services and the termination is not due to your actions or omissions, we will refund any future charges you have already paid.

16.3. You Must Compensate Us If You Break The Contract

We may charge reasonable compensation for any costs incurred as a result of you breaking this contract. If we terminate the contract during the minimum period for any reason stated in clause 16.1, we are entitled to charge you for the remainder of the minimum period and for the cost of any router equipment that is not returned

16.3. How We Make Any Refunds Which Are Due To You

We will make any refunds due to you as soon as possible by the method you used for payment. If you are exercising your right to cancel, then any refund due (less any deductions due to us) will be made within 30 working days of your cancellation.

17. Return Of Router Equipment

17.1. Returning Equipment

When this contract ends for any reason, or you cancel your order, you must return the relevant router equipment we supplied to you as per clause 5.6.

17.2. Costs If You Don't Return The Router Equipment

You are responsible for the costs of returning any router equipment we have provided and for ensuring that the router equipment reach us in good working order and is not damaged. If you don't return the router equipment within 14 days, we will charge you the full replacement value and/or a non-returned router equipment cost using your usual method of payment. For more information, please see our price book for details on these charges.

17.3. Condition Of The Router Equipment

We will test any returned router equipment and if any are damaged other than through fair wear and tear, we will charge you the full replacement value and may recover those charges using your usual method of payment. For more information, please see our price book for details on these charges.

17.4. Merula Network Equipment

Please note that any Supplier network equipment installed will remain on the property and is not to be returned to us.

18. Moving Site Outside Of Or Within The Merula Network Area

18.1. To A Site Outside Of Our Network

If you move to an address outside the Merula network service area or an area not covered by any of our comparable alternative partner products during the minimum period, you will not be charged an early termination fee. This is subject to providing proof of your move and completing our [moving house form](#). For more details, please refer to our moving home policy.

You will also be required to return any router equipment provided for your connection, as outlined in clause 17.

18.2. To A Site Inside Our Network

If you move to an address within the Merula network area during the minimum period and we can provide services at your new address, you will not be charged an early termination fee, provided you agree to a new minimum term for your services at the new address and do not cancel the new order during the initial cancellation period. You may also be required to pay an activation charge and/or an installation fee. If you choose not to continue with the services at your new address and are still within your minimum period, early termination charges may apply, up to the total remaining charges for the minimum period.

Additionally, you must return any router equipment we have provided, as outlined in clause 17.

19. Privacy & Data Protection

19.1. How We Will Use Your Personal Information

We will use the personal information you provide to us in accordance with our [privacy policy](#) which are available for you to read on our website.

19.2. Our Privacy Policy

Please take time to read our privacy policy which apply to the use of your personal and other information by us and our group companies

Please note that we may monitor and record communications (phone, live chat etc.) which you have with us so that we can shape our training and compliance.

20. Matters Beyond Our Reasonable Control

20.1. Situations Out Of Our Control

Sometimes we may be unable to fulfil our obligations due to events beyond our reasonable control. These events may include lightning, floods, severe weather, fire, explosions, terrorist activities, pandemics (including COVID-19), war, riots, damage or vandalism to our equipment or apparatus we've installed, actions by local or national governments or public authorities, or strikes and other industrial action. There may be other unforeseen reasons as well. In such cases, we are not responsible if we cannot provide our services..

21. Other Important Terms

21.1. We May Transfer This Contract To Someone Else

We may transfer our rights and obligations under this contract to another organisation. If this happens, we will notify you in writing and ensure that the transfer does not affect your rights or our obligations under this contract. The new organisation will be bound by the same terms and conditions, and we will remain responsible for ensuring a smooth transition.

21.2. You Need Our Consent To Transfer Your Rights To Someone Else

You may transfer your rights or obligations under this contract to another person only with our written consent. If you are moving to a new home, please refer to our moving home policy or contact us.

21.3. Nobody Else Has Any Rights Under This Contract

This contract is solely between you and us, and no other person has the right to enforce any of its terms. Neither party requires the consent of any third party to terminate the contract or make changes to its terms.

21.4. If A Court Finds Part Of This Contract Illegal, The Rest Will Continue In Force

Each clause of these terms operates independently unless explicitly linked to another clause within this document. If any clause is deemed unlawful by a court or relevant authority, the remaining clauses, including those linked to it, will continue to be valid and enforceable where possible.

21.5. Even If We Delay In Enforcing This Contract, We Can Still Enforce It Later

If we do not immediately enforce any of your obligations under these terms or delay taking action against you for breaking this contract, it does not mean you are no longer required to comply, nor does it prevent us from taking action at a later date. For example, if you miss a payment and we do not immediately pursue it but continue providing the service, we can still require you to make the payment at a later time..

21.6. Terms Which Remain In Effect After Termination

Any provision of this contract that expressly or by implication is intended to come into or continue in force on or after termination of this contract shall remain in full force and effect.

21.7. All Of The Terms Are Included

Your contract with us outlines the entire agreement regarding the services we provide to you. It replaces any previous agreements or understandings between us about those services.

21.8. Termination Won't Effect Prior Rights

Termination of this contract does not affect any rights, remedies, obligations, or liabilities that either party has accrued up to the termination date. This includes the right to claim damages for any breach of the contract that occurred on or before the termination date.

21.9. Which Laws Apply To This Contract And Where You May Bring Legal Proceedings

These terms are governed by English law, and you agree that any legal proceedings in respect of the services must be brought exclusively in the courts of England and Wales.

22. VoIP Line Rental Services

22.1. VoIP Line Rental uses Voice over IP (VoIP) protocols, which operate over an internet connection to enable inbound and outbound calls via the Hire Equipment.

22.2. To use our VoIP services, you must have an active broadband connection. If you use our broadband service, it is your responsibility to notify us promptly if the service is not working or requires fault investigation. If you use a third-party broadband provider, you are responsible for ensuring its reliability and resolving any issues directly with your provider.

22.3. Your VoIP service and Hire Equipment must be connected to a functioning broadband service and powered on to make or receive calls.

22.4. VoIP services depend on both broadband and power. We are not responsible for any loss of service caused by broadband outages, power failures, or factors outside our control.

22.5. Emergency services access via VoIP requires a functioning broadband connection and power supply. You are responsible for ensuring these remain operational to maintain access to emergency services.

22.6. If you are a vulnerable customer and rely on VoIP as your only means of communication, you must inform us before placing your order so we can consider your specific requirements.

22.7. Telephone numbers provided for VoIP services remain the property of the network provider. We reserve the right to reassign or withdraw numbers in accordance with regulations or business needs.

22.8. Any misuse of the VoIP service, including activity that breaches our Acceptable Use Policy, may result in suspension or termination of your service.

22.9. You agree to indemnify us against any claims, losses, or damages arising from your misuse of the service or failure to meet the technical requirements for its use.

23. Home Telephone Call Rates and Billing

23.1. All outbound calls will be charged based on your agreed package and in line with our call rate pricing, available at www.merula.co.uk.

23.2. You can review your bundle usage and call history online at <https://myaccount.merula.co.uk>.

23.3. Calls are calculated based on details logged and recorded by us and other operators, which may take up to 60 days to process.

23.4. All calls are billed on a per-second basis, rounded up to the nearest penny.

23.5. Calls are billed one month in arrears.

23.6. We bill calls based on the rate applicable at the time the call was made.

23.7. If you have a call bundle with an allowance of inclusive minutes, these will be deducted in one-minute increments (with any seconds rounded up to the nearest minute).

23.8. All call packages are subject to a fair use policy. Please refer to our Home Telephone Call Rates at www.merula.co.uk for further details.

23.9. We may apply restrictions on your telephone line, such as for premium rate numbers, texts, or international numbers. You can contact us to request the removal of these restrictions, but additional fees may apply.

21.10. Complaints

We are committed to providing an exceptional customer experience and high-quality service. However, we understand that there may be occasions when we do not meet your expectations. To address this, Merula has a complaints code of practice, which outlines how to make a complaint and escalate it if necessary.

This code is designed to assist you, and we are always ready to listen and respond promptly to your concerns. Please feel free to contact us—we are here to help and will do our best to resolve any issues.