



Consumer Rights Information

This document sets out important information in relation to The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the “**Regulations**”). The Regulations apply to customers who are contracting with us for purposes which are wholly or mainly outside that customer’s trade, business, craft or profession.

Who we are

We are Eclipse Internet, part of KCOM Group PLC. Our address is Osprey House, Osprey Road, Exeter, Devon EX2 7JG.

Our services

Eclipse is an Internet Service Provider. We have a range of tariffs on Broadband and hosting services. Eclipse also provides local, mobile and international calls for Broadband customers.

Our website sets out further information on each of our products and will provide you with the details you need to better understand the products on offer. You can also call us on 0345 1224 111 or email us at customer@eclipse.net.uk or fax us to 01392 333 334.

Details of the charges for the goods or services that you order and the duration of your contract and your obligations will be set out, or referred to, during the ordering process. Our Eclipse Internet Terms and Conditions (available here: <http://www.eclipse.net.uk/legal/>) (the “**terms and conditions**”) set out important rights, obligations and details and govern your contract with us. You will be required to accept these terms and conditions as part of the ordering process. We are under a legal duty to supply any goods in conformity with the terms and conditions.

Our policies

If you have any complaints when using the service you can raise them in accordance with the terms and conditions and our complaints handling policy, available on our website.

Important information on the Ofcom Broadband speeds code of practice and our traffic management, our Customer Code of Practice, our Acceptable Use Policy, our Cookie Policy and our Privacy Policy can be found here: <http://www.eclipse.net.uk/legal/>. Our Customer Code of Practice, in particular, sets out further information about technical assistance and other after-sales assistance and details.

Your cancellation rights under the Regulations

Right to cancel

You have the right to cancel your contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day that is either: (a) in the case of a service contract, the day of the conclusion of the contract; or (b) in the case of a sales contract, the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

If you reject any equipment, you will still be bound by any underlying service contract unless you cancel that contract as well.

If you exercise your right to cancel a material upgrade, this will not affect your underlying bundle or any other services you are taking from us.

To exercise this right to cancel, you must inform us (by contacting us at our address above, or by calling, emailing or faxing us on the details above) of your decision to cancel the contract by a clear statement (e.g. a letter sent by post, email or fax). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.



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Effects of cancellation

If you cancel your contract, we will reimburse to you all payments received from you, including the costs of delivery if any (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us).

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

We will make the reimbursement without undue delay, and not later than:

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel the contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you have received goods in connection with the contract:

- (a) You must send back the goods or hand them over to us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation of your contract to us. The deadline is met if you send back the goods before the period of 14 days has expired.
- (b) You will have to bear the direct cost of returning the goods.
- (c) You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

For service contracts, if you have requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation of your contract, in comparison with the full coverage of the contract.



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Model cancellation form

To Eclipse Internet, Osprey House, Osprey Road, Exeter, Devon EX2 7JG, customer@eclipse.net.uk, fax: 01392 333 334:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale for the supply of the following goods [*]/for the supply of the following service [*]:

Ordered on [*/received on [*]:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s):

Date:

([*] Delete as appropriate)

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