

Terms & Conditions (first edition)

1. These terms

1.1 These are the terms and conditions which apply when we supply you with broadband services, home telephone services and any related installation services (see clause 7 - '*Setting up the service*') (the "Services").

1.2 Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide the Services to you, how you and we may change or end the contract, what to do if there is a problem, and other important information. If you think that there is a mistake in these terms, or that these terms require any changes, please contact us to discuss.

1.3 Our provision of the Services to you will also be subject to our Wayleave terms and conditions . By accepting these terms you also confirm that you accept our Wayleave terms for installation.

2. Information about us and how to contact us

2.1 We are FACTCO Ltd, a company registered in England and Wales. Our company registration number is 12235635 and our registered office is at Unit 6 Century Building, Tower Street, Liverpool, Merseyside, L3 4BJ.

2.2 You can contact us at 0333 305 7560 or by writing to us at support@factco.co.uk.

2.3 If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

3.1 Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 No contract will exist between you and us until we have emailed you to accept it in accordance with clause 3.1. Our acknowledgement of your enquiring about the Services does not amount to acceptance of an order. If we provide you with a quote for the Services, this quote does not amount to acceptance of an order.

3.3 If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Service(s). For example, this might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the Services or because we are unable to meet a delivery deadline you have specified.

3.4 Our Services are UK based only. Unfortunately, we are unable to accept orders from addresses outside the UK.

4. Your rights to make changes

If you wish to make a change to the Services, please get in touch with us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Services, the timing of supply or anything else which would be necessary as a result of your requested change, and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 10 – '*Your rights to end the contract*').

5. Our rights to make changes

5.1 We may change the Services to reflect changes in relevant laws and regulatory requirements; and to implement minor technical adjustments and improvements, for example to address a security threat. These changes won't affect your use of the Services.

5.2 In addition, we may make other changes to the Services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Services paid for but not received.

6. How you may use the Services

6.1 We provide the Services to you for personal use only. You agree that you will not use the Services for any trade, business, or profession. It is your responsibility to ensure that the Services and any equipment you borrow off us as part of a Service (for example a broadband router or a telephone) ("Factco Equipment") are used in accordance with these terms at all times.

6.2 You agree that you will at all times ensure that you and any person who uses the Services will

- (a) obtain any consents and permissions that we may need to provide the Services;
- (b) follow any reasonable instructions we give to you in connection with the Services;
- (c) assist us as may reasonably be required to run security checks or comply with our legal obligations;
- (d) inform us without undue delay if you change your name, address, email address, telephone number, payment details or anything else that we might need to know;
- (e) use the Services lawfully and not in any way that breaches any law, regulation or rule in force in England and Wales, Scotland or Northern Ireland (as may be appropriate).

6.3 You must not do anything or allow anything to be done which might negatively affect:

- (a) our systems, security, servers;

- (b) our brand and reputation;
- (c) other customers' security;
- (d) any other person's or business's systems, networks or security.

6.4 If we reasonably believe that you are in breach of any part of this clause 6, we may suspend the supply of a Service as describe in clause 9 and/or we may terminate the contract as described in clause 12.

6.5 The Services may be subject to usage limits (as set out in our usage policy OR as we notify to you during the order process). If your usage exceeds these limits then we will charge you for the extra usage. This clause is only applicable if you have a usage limit in your agreement.

6.6 If we have reason to believe that you have misused a Service or have allowed a Service to be misused by someone else, you might be liable to pay for any loss or damage we suffer as a result of this.

6.7 You acknowledge that you will not be the owner of any Factco Equipment and you will have no rights to transfer, sell, or give that equipment to anyone else. If we give you a telephone number, you acknowledge that you do not own that number and that you will not transfer it or attempt to transfer it to anyone else.

6.8 You acknowledge that you are responsible for ensuring that any network and devices you use in connection with the Services have the correct and up-to-date firewall and anti-virus security software , as may be applicable to the Services we are providing to you.

6.9 You acknowledge that, as applicable to the Services we are providing to you, you are solely responsible for:

- (a) the materials and content you access, download, or upload online;
- (b) any data on devices that you connect to any of the Services;
- (c) any pages and/or websites you own or control using the Services;
- (d) ensuring that your network and devices are securely password protected.

7. Setting up the Services

7.1 You might need to use Factco Equipment (see clause 6.1 for examples) from us in order to use the Services, or your phone line or broadband might need activating. If so, we will agree a date with you to deliver, install, and/or set up this Factco Equipment and the Services.

7.2 We might need access to your home to deliver, install, and/or set up the Factco Equipment and the Services. We will contact you to arrange this with you in advance. If you do not allow us access to your property to perform the Services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 12 (*'Our rights to end the contract'*) will apply.

7.3 We might request that you install Factco Equipment yourself. If so, we will deliver the equipment to you by post to your nominated address with instruction. You may contact us to arrange a telephone appointment with a member of our customer services team, who will give you step-by-step guidance on installing the equipment.

7.4 Where clause 7.3 applies, if no one is available at your address to take delivery and the equipment cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the equipment from a local depot. If you do not collect the equipment from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect it from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 12 (*'Our rights to end the contract'*) will apply.

7.5 We may charge you a fee for delivery, installation, and/or setting up the equipment and the Services. If you do not allow us access to your home to comply with our obligations under this clause 7, we may still charge you any costs of delivery, installation, and/or setting up the Factco Equipment and the Services.

7.6 The costs of delivery, installation, and/or setting up the equipment and the Services will be as set out on our website OR during the ordering process.

7.7 If we are installing the Factco Equipment in your property, we might need to drill a hole through the wall of your property so that we can install a fibre optic cable in relation to this clause 7.7, we draw your attention to clause 1.3 and our Wayleave terms and conditions.

7.8 We accept responsibility for loss of or damage to your physical property resulting from our negligence while performing our obligations under this clause 7. Please note that the limitations to our liability set out in clause 16 (*'Our responsibility for loss or damage suffered by you'*) will apply to this clause 7.8.

7.9 We will not be responsible for connecting any equipment that we have not provided.

7.10 If our delivery, installation, and/or setting up of the Services and/or Factco Equipment is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services and/or Factco Equipment you have paid for but not received.

8. Providing the Services

8.1 The Services will start on the commencement date of installation.

8.2 We will provide the Services to you for an initial 12-month term (the "Initial Term") or until you end the contract as described in clause 11 (*'How to end the contract with us (including if you have changed your mind)'*) or we end the contract by written notice to you as described in clause 12 (*'Our rights to end the contract'*).

- 8.3 Before the end of the Initial Term, we will contact you to confirm that the Initial Term will be due to expire.
- 8.4 After the Initial Term we will provide the Services to you on a 30-day rolling monthly basis. You may opt out of the switch to a 30-day rolling monthly contract under this clause 8.4 at any time before the end of the Initial Term.
- 8.5 Once a 30-day rolling monthly contract has begun, that contract will be subject to these terms and conditions. You can end this contract by providing 30 days' notice of your intention to do so.
- 8.6 If we are providing you with broadband services, the broadband speed will be specified in your order (Mbps).
9. When we may suspend the supply of a Service
- 9.1 We may have to suspend the supply of a Service to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the Service to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the Service as requested by you or notified by us to you (see clause 4 – '*Your rights to make changes*').
- 9.2 We may suspend the supply of a Service if we reasonably believe that you are in breach of clause 6.
- 9.3 We will contact you in advance to tell you we will be suspending supply of a Service, unless the problem is urgent or an emergency. If we have to suspend the Service for longer than 30 days in any 6 month period we will adjust the price so that you do not pay for that Service while it is suspended. You may contact us to end the contract for a Service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for the Service in respect of the period after you end the contract.
- 9.4 If you do not pay us for the Services when you are supposed to (see clause 15 – '*Price and payment*') and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services and clause 9.3 will not apply. We will not suspend the Services where you dispute the unpaid invoice (see clause 15.8). We will not charge you for the Services during the period for which they are suspended. As well as suspending the Services we can also charge you interest on your overdue payments (see clause 15.7).
10. Your rights to end the contract
- 10.1 You may end the contract as set out in this clause 10. In some circumstances we may charge you certain sums for doing so, as described below.
- 10.2 If you are ending the contract for a reason set out at 10.2(a) to 10.2(d) below the contract will end immediately and we will refund you in full for any Services which have not been provided or have not been properly provided. The relevant reasons are:
- (a) we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;
 - (b) there is a risk the Services may be significantly delayed because of events outside our control;
 - (c) we suspend the Services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
 - (d) you have a legal right to end the contract because of something we have done wrong.
- 10.3 You may end the contract if you change your mind during the period from the date this contract comes into existence (see clause 3 – '*Our contract with you*') until 14 days after whichever is the latest of:
- (a) the Factco Equipment (if any) is delivered;
 - (b) the Service commencement date; or
 - (c) the day you receive an email from us accepting your order.
- 10.4 If you end the contract under clause 10.3 and we have already started providing a Service, you must pay us the full cost of the Service(s) you have received in addition to any fees for setting up the Services (see clause 7 – '*Setting up the Services*') and any charges payable under clauses 6.5 and clause 6.6.
- 10.5 If you end the contract under clause 10.3 and we have provided you with Factco Equipment then the contract to which the Factco Equipment relates will continue in full force and effect until you have returned the Factco Equipment to us. You must return the Factco Equipment within 14 days of informing us that you wish to end the contract. Please call customer services on 03333057560 or email us at support@factco.co.uk for a return label or to arrange collection. If you do not return the Factco Equipment within 14 days, you must pay the full cost of the equipment.
- 10.6 If we believe that the Factco Equipment has decreased in value as a result of it being used, misused, or damaged, we may charge you an amount equal to its decrease in value. If we refund you the price paid before we are able to inspect the Factco Equipment and later discover you have handled it in an unacceptable way, you must pay us an appropriate amount.
- 10.7 If you end the contract for a reason set out in clause 10.2 or 10.3, we will pay the costs of returning any Factco Equipment.
11. How to end the contract with us (including if you have changed your mind)
- 11.1 To end the contract with us, please let us know by doing one of the following:
- (a) Call customer services on 0333 305 7560 or email us at support@factco.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
 - (b) Complete the form on our website.

(c) Print off the form and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

11.2 We will refund you the price you paid for the Services including delivery costs, by the method you used for payment. If you are exercising your right to change your mind, the maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a Service within 3-5 days at one cost but you choose to have the Service delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

11.3 We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, your refund will be made within 14 days of your telling us you have changed your mind

12. Our rights to end the contract

12.1 We may end the contract for a Service at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 10 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services;

(c) you do not, within a reasonable time, allow us to deliver the Factco Equipment or provide the Services to you 303 Tower St, Brunswick Business Park, Liverpool, L4 3BJ

(d) you do not, within a reasonable time, allow us access to your premises to supply the Services; or

(e) you do not use the Services in accordance with clause 6 (*'How you may use the Services'*)

(f) Other Circumstances

12.2 If we end the contract in the situations set out in clause 12.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

12.3 We may write to you to let you know that we are going to stop providing the Services. We will let you know at least 21 days in advance of our stopping the supply of the Services and will refund any sums you have paid in advance for Services which will not be provided.

13. If there is a problem with the Services

If you have any questions or complaints about the Services, please contact us. You can telephone our customer service team at 0333 305 7560 or write to us at support@factco.co.uk.

14. Your rights in respect of defective Services if you are a consumer

14.1 We are under a legal duty to supply Services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.

14.2 This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says:

a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

15. Price and payment

15.1 The price of the Services (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the Services advised to you is correct. However please see clause 15.3 for what happens if we discover an error in the price of the Service you order.

15.2 If the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

15.3 It is always possible that, despite our best efforts, some of the Services we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any Factco Equipment provided to you.

15.4 We accept payment by direct debit only.

15.5 You must pay for the Services whether you use them or somebody else does. We will bill you monthly in advance for the Services. We will send your first bill when we email you to accept your order (see clause 3.1). If we need to add any extra charges (for example if you exceed the usage limits) then we may add these extra charges to a later bill. You must pay each bill within 10 calendar days after the date of the bill.

15.6 We will send you paper bills by post to the address you provided during the order process OR We will send you bills by email to the email address you provided during the order process OR We will send you bills by email and by post using the contact details you provided to us during the order process OR You may select to receive bills by post or by email during the order process. You may change the method by which we send

you bills at a later date by contacting us, however we reserve the right to charge you a fee to cover the administration of making this change. We will let you know of such changes in advance.

15.7 If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

15.8 If you think a bill is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly billed sums from the original due date.

15.9 If you do not pay your bill, we may give your contact details, including your personal information, to a debt-collection company and instruct them to collect the money on our behalf. You will have to pay an extra charge to compensate us and the debt-collection company will add this charge to your debt. This clause will remain in force after the contract has ended.

16. Our responsibility for loss or damage suffered by you

16.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the order process.

16.2 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; for breach of your legal rights in relation to the Services as summarised at 14.2 and for defective products under the Consumer Protection Act 1987.

16.3 If we are providing Services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Services.

16.4 We are not liable for business losses. We only supply the Services to you for domestic and private use. If you use the Services for any commercial, business or re-sale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

17. How we may use your personal information

17.1 We will only use your personal information as set out in our Privacy Policy.

18. Other important terms

18.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

18.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We reserve our right to refuse your request.

18.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

18.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

18.6 These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

18.7 Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to FACTCO via their website at www.factco.co.uk. FACTCO will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings

I have read and agree to the terms and conditions

This is a quotation on the goods named, subject to the conditions noted below:

To accept this quotation, sign here and return:

WAYLEAVE AGREEMENT

TO ALLOW ACCESS TO INSTALL AND MAINTAIN ELECTRONIC COMMUNICATIONS APPARATUS

Network Access Agreement – Our Reference: < [Pole_ref__c] >

Background:

1. This is a written agreement made under the Electronic Communications Code (set out in Schedule 3A to the Communications Act 2003).
2. The purpose of the agreement is for You to allow Us to complete a non-intrusive visual survey of your property prior to installation, and to place electronic communications apparatus on or under your property as part of Our communications network. Once installed, the apparatus will be kept there until We agree to its removal or You obtain an order from the Court, although We will do Our best to move it if You obtain planning consent that requires this or you have permitted development rights.
3. We recommend You keep this agreement with Your title deeds.

GRANTOR	[Grantor__c]
OPERATOR	FACTCO Ltd, Unit 6 Century Building, Tower Street, Liverpool, Merseyside, L3 4BJ (company number 12291033)

1. Definitions in this agreement:

- 1.1 **'Agreement'** means this Agreement.
- 1.2 **'Agents'** means any party or parties nominated by the Operator to carry out Works on their behalf.
- 1.3 **'Apparatus'** has the same meaning as 'electronic communications apparatus' in the Code and including but not limited to; fibre optic cables and any conduits, pipes, ducts, pole, terminals or transmission equipment and any associated or ancillary apparatus.
- 1.4 **'Code'** means the Electronic Communications Code contained in Schedule 3A to the Communications Act 2003.
- 1.5 **'Property'** means the property known as (Address: Land Registry Title Deed Number)

1.6 **‘Operator’, ‘We’, ‘Us’, ‘Our’** means the Operator and its Agents named above in the **Parties clause**, or such other party to whom this Agreement is from time to time assigned in accordance with its terms during its continuance;

1.7 **‘Grantor’, ‘Property Owner’, ‘You’, ‘Your’** means the Grantor named above in the Parties Clause, or other such party to whom this Agreement is from time to time assigned in accordance with its terms during its continuance

1.8 **‘Works’** includes civil and cable work necessary to exercise any or all of the rights granted in this agreement.

1.9 **‘Plan’** means the plan(s), drawings and specifications referred to and annexed in Schedule 1.

1.10 **‘Payment’** means the amount identified within Schedule 2, as a single one-off payment.

2. You agree that We and Our Agents have the right to:

2.1 execute Works at the Property in connection with the exercise of any of Our rights

2.2 install, inspect, use, operate, repair, maintain, upgrade remove and add to Our Apparatus on, under, or over Your property as detailed in the Plan and any description

2.3 enter the Property to exercise any of the above rights

2.4 may use the Apparatus only for the purpose of providing an electronic communications service

3. Our Responsibilities – We and Our Agents agree to:

3.1 give as much notice as reasonably possible (which shall be not less than 24 hours notice) of Our intention to enter the Property to exercise Our rights under this agreement (except in an emergency where we will endeavour to contact You before coming onto your Property).

3.2 carry out Works in a good and workmanlike manner and take reasonable precautions to avoid obstruction to or interference with the use of the Property

3.3 where We break open the ground on Your Property, as far as is reasonably practicable, reinstate it to its former condition;

4. Liability and Insurance

4.1 We will use reasonable endeavours to minimise physical damage in carrying out the Works and shall make good to Your reasonable satisfaction any damage We cause or compensate You where it is not possible to make good the damage, up to a maximum of £10,000 (ten thousand pounds)

4.2 We agree to be responsible for any claims made against You up to a maximum limit of £1,000,000 if someone makes a claim against You as a result of our Works provided that:

4.2.1 You did not cause or contribute towards the claim

4.2.2 You give Us notice of the claim as soon as is practicably possible

4.2.3 You do not settle any part of any such claim without Our written permission (which shall not be unreasonable withheld or delayed).

5. Exclusion of Third Party Rights

5.1 Nothing in this Agreement is intended to create rights in favour of a third party under section 1(1)(b) of the Contracts (Rights of Third Parties) Act 1999.

6. Your Responsibilities

6.1 You acknowledge that the Operator owns the Apparatus at all times

6.2 You may not, without Our prior written consent, place, build or plant anything on Your property which denies Us reasonable access to or will interfere with Our Apparatus but this does not apply to pre-existing trees or other vegetation.

7. Governing Law and Jurisdiction

7.1 This Agreement, and a dispute or claim arising out of or in connection with it (including its formation and non-contractual disputes or claims), are to be governed by the laws of England and Wales.

7.2 The courts of England and Wales are to have the exclusive jurisdiction to determine disputes or claims that arise out of or in connection with this Agreement, including its formation and non-contractual disputes or claims.

By signing this document, both Parties accept the terms of this agreement:

- You confirm that You are the freehold owner of the Property or You occupy the Property under a lease which has a term of one year or more. You understand that Your signature means that others are bound by this agreement under the terms of the Code (which will include a purchaser of the Property).
- We confirm that FACTCO is an Operator with powers granted by Ofcom under the Code (this includes Our Agents, servants, employees, contractors and sub-contractors and anyone who takes over Our assets or business).

