



Connexin Fibre Terms & Conditions for Residential Customers

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1. Residential Customer

We are Connexin networks Limited (“Connexin”) a company incorporated in England with company registration number 12875251. Our registered office is at 9th Floor 107 Cheapside, London, United Kingdom, EC2V 6DN.

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, 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.

“Connexin 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 remains our property or the property of our infrastructure partners at all times. 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 Connexin 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 Connexin fibre broadband service ordered by you and provided by us as shown in your order confirmation.

“Website” Means the Connexin website.

“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’ this excludes Saturdays, Sundays and UK public holidays.

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

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 Connexin representatives in person or 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.

4.2. 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.

4.3. 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.

4.4. Documents Making Up Our Contract

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

- a) These terms and conditions
- b) Our Order Confirmation
- c) Your Order
- d) Our Price Book
- e) Any other product terms and conditions
- f) Our Moving Home Policy
- g) Our Privacy Policy
- h) Our Acceptable Usage Policy
- i) Our Complaints Code of Practice

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 and/or choose a monthly rolling package, your service will be for a minimum commitment period lasting a certain number of months. The length of the minimum period is shown on your order confirmation, starting from your activation date. You must keep and pay for the service for the whole of the agreed minimum period unless you or we are allowed to end this contract earlier. If you do transfer to another package at any time during a minimum period, the

minimum period for your new package will start on the date we begin providing the new package to you.

5.2. Termination During Minimum Period

If you terminate during the minimum period, other than where such termination is due to a breach by us or where you are cancelling during the cooling off period described in clause 5.4 below, we are entitled to charge you early termination charges.

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 here: <https://home.connexin.co.uk/contact-us/>

6. Installation

6.1. Standard Installation

If there is already a working Connexin fibre socket in your home that we can access, we 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

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order is ready. If you don't already have a working Connexin fibre socket in your home when you place your order, an 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

These are bespoke installations which may have specific requirements such as the length of the access route or surfaces which require special techniques to dig and re-instate (see the Connexin fibre installation guide on our website for more details). Non-standard installations are outside the scope of our standard installation service and may require a separate on-site visit by an installation technician who will prepare an estimate of the installation cost. We will discuss the installation cost with you before the installation can commence. If you agree to go ahead with the installation, the installation charges will be confirmed to you in writing and once the network is installed then our service can be delivered to you according to your order. The agreed installation charge may be taken upfront or may be taken as part of your first monthly payment.

6.3. Contact Details

The 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.

6.4. Risk Assessment

The technician will carry out a risk assessment before commencing work. More information about the safety requirements for installations is available in our 'Connexin fibre installation guide'. 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 Connexin 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 Connexin network equipment.

6.8. Our Equipment

The equipment remains ours or our infrastructure partners' property and is to always be kept at your home. You need to take good care of it all. If the equipment we provide to you is faulty, we will repair or replace it. This will be free of charge if the fault was not caused by something which happened while the equipment was in your care. You will return the router equipment at the end of our contract or otherwise on our request. If you don't do so within 14 days, we may suspend the supply of your service until the router equipment is returned and/or we recover the costs of any non-returned router equipment from you. You will need to return any router equipment to us. The returns address can be found on our website here: <https://home.connexin.co.uk/contact-us/>

6.9. You Must Not Sell Or Transfer Our Equipment

Please note that you must not sell or transfer the equipment 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 Connexin 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 Are The Occupier

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 Connexin 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 Connexin 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 that is needed for us to supply the service you have asked for, and to inspect any equipment related to receiving and using our services which is kept there. If you do not allow the installation team to access your site as arranged (and you do not have a good reason for this) the installation may be cancelled and you may be charged 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 we have to cross your land or install, maintain and operate our equipment at your home, you hereby provide us with your consent do so (and you agree to do your best obtain any such consent from another person if it is required). Before we install our equipment and provide our service, you will provide us with any additional consents in the form of a wayleave agreement (an agreement which gives us a right to install, maintain and operate our equipment over someone’s land) suitable to us if such additional agreement is required. If you can’t provide us with the consents and permissions we require under this clause or clause 7.1 above, we can choose to 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 or prevent the use of or easy access to it. If any such equipment is damaged other than through fair wear and tear, we ask that you contact us to make us aware. We may charge you for it to be repaired or replaced.

7.7. Access To Our Network Equipment

From time-to-time we may require access to equipment and to perform essential maintenance, network upgrades, household re-routing or other essential work. In this event we will contact you to arrange for one of our approved network technicians to attend your home at a time which suits you.

7.8. Installation Route And Faults

You should ensure that you are aware of the installation route of the Connexin network equipment across your property and draw this to the attention of any third-party doing work on your property. If you report a fault which we trace within your property boundary, we will make an appointment to carry out repairs or replace faulty equipment but if, in the reasonable opinion of the engineer, the fault was caused by damage to the equipment, then a charge may be made to you.

8. Activation

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 Connexin 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

We have set out our estimated broadband speeds. Our estimated broadband speeds are set out on our website when you are selecting the broadband package of your choice on the online sign up form.

9.2. Minimum Download And Upload Guarantee

We provide a minimum download speed guarantee to the router provided as part of the router equipment. The minimum speeds are specified below:

Broadband package

Fibre 125

Download speed: 41Mbps / Upload Speed: 41Mbps

Fibre 500

Download speed: 165Mbps / Upload speed: 165Mbps

Fibre 1000

Download speed: 330Mbps / Upload speed: 330Mbps

Fibre 1500

Download speed: 495Mbps / Upload speed: 495Mbps

Please note the minimum download and upload speeds only apply in relation to speeds via an ethernet cable. You'll need to keep your router equipment plugged in and switched on for us to get speed information from it. The minimum download speed guarantee does not apply to any outage periods or speed tests carried out using Wi-Fi enabled devices.

9.3. Advertised Speeds

We guarantee to comply with the minimum guaranteed upload and download speeds as shown on our website, calculated based on 95% of the advertised speeds during off peak times and 33% of the advertised speeds during peak 4 hours.

9.4. Network Speeds

The actual speed and performance of your service will depend on various things, some of which are outside Connexin's control. Using Wi-Fi enabled devices means that you can also connect your devices to our services wirelessly. This makes it easier to access our services across your devices but will mean a slower service speed than with an ethernet cable, due to the limitations of Wi-Fi technology.

9.5. Your Right To End Out Contract

We are not able to guarantee that there will be no disruption to the services we provide due to the nature of the services and the equipment, including the requirement for regular maintenance. In particular, the speed of the broadband services you receive can depend on various things such as the devices that you use to access the services. If we identify a fault with our network, we will fix it as soon as we can.

If the download speeds to the router provided as part of the router equipment fall below our minimum download speed guarantee for three consecutive days (continuously or intermittently) and we are unable to fix the problem within 30 days, you may be able to leave your contract during the minimum period or otherwise without paying an early termination charge.

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

The amount you pay for your service will not change during the minimum period unless you choose to purchase new or upgraded Services in which case a new minimum period may apply and the amount you pay may increase (but will not decrease). For example, if you upgrade service, a new minimum period will apply and the amount you pay may increase. Your service will continue after the minimum period, unless you choose to end the contract, but price changes may apply – see clause 10.4 below.

10.4. Price Changes

We may review our charges at any time, but any price changes will not apply to contracts which are still within the minimum period. If our prices are to change, we will give you at least one month's notice and you will be entitled to contact us to terminate our contract if you do not agree to accept our price changes (see clause 15 below).

10.5. Monthly Usage Limits

Our services may have monthly usage limits which are described in our acceptable use policy. If you go over any of these limits, we will charge you for the extra usage or we may suspend your service. You can review your current usage at any time through our customer portal or by contacting us (details are provided on the 'contact us' page of our website).

10.6. Changes And Upgrades

If you decide to change or upgrade your service, we will tell you what your new monthly charges will be and ask you to confirm that you accept those. Any minimum period which applies to your new service will commence when we confirm your new order by sending you an order confirmation. The 14-day cooling off period will apply to any changes or upgrades to an existing package. This will not affect the minimum period of any existing package should you cancel an upgrade during the cooling off period.

10.7. VAT Charges

Our charges are exclusive of VAT which will be shown on our bills. If the rate of VAT changes, we will adjust the rate of VAT that you pay which will be reflected on your bills.

10.8. 3rd Party Charges

We are not responsible or liable for any 3rd party charges from other organisations (such as telephone or content 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. We Can Charge Interest If You Pay Late

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 Barclays bank 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. You will also be responsible for paying all reasonable costs of debt recovery proceedings we incur to recover any debt you owe under this contract, including fees charged by any debt collection agency we use.

10.11. What To Do If You Think We Have Made A Mistake In Our Charges

If you think an invoice is wrong, please contact us promptly to let us know and we will not charge you interest until we have resolved the issue. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

10.12. Credit Checks

You agree to us or third parties acting on our behalf carrying out credit checks on you using the information that you provide during the ordering process. Any use of your personal information will be 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 agree to abide by our acceptable use policy. Please see our website for details. You may only use our service for lawful purposes. You agree that we may monitor your use of our services including data volume and type of traffic (whether authorised by statute or other legislation or otherwise) to ensure lawful use and to assist our traffic management. If you use the service improperly, negligently, illegally or in a way which interferes with other customers use of the service, we may exercise our right to suspend your use of our Service (see clause 9 below) or end our contract (see clause 16 below). We may immediately remove any material placed on our servers by you or other users which 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 you gave your permission or not. For example, you are responsible for anyone at your Home or who you're responsible for (that means family, friends, tenants, visitors etc). You are responsible for:

- a) Materials or content you access or put online.

What you say or do online.

- b)

Materials or data on equipment that you connect to our services.

- c)

Websites or pages you own, run or control using our services.

- d)

Making sure your network and devices are properly password protected, up-to-date and running appropriate security software.

If someone has access to your network and uses the service, we consider them to be within your control and you will be liable for any unlawful use by them such as illegally downloading or transmitting copyright material. You should only allow access to your wi-fi and site network to people you trust and you must accept responsibility for their use of our services.

11.3. You Are Responsible For Setting Parental Controls

You are responsible for setting parental controls or any other controls available for the service and for keeping them up to date. When parental controls are on:

We may limit access to websites or applications we (or our supplier) believe should be blocked because they may be unsafe or unsuitable for you to view or access based on the choices you've made; and

Websites or applications are sorted for blocking by our supplier. We aren't responsible for categorising websites or for you always being able to go to websites which aren't barred.

11.4. Residential Use Only

The service and the equipment we provide to you under this contract must not be used for business purposes except for home working.

11.5. Vulnerable Customers

We are committed to understanding the needs and preferences of customers in vulnerable circumstances and those with accessibility requirements and to treating all our customers fairly and with respect, including those who are in vulnerable situations. We know that there are lots of

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different factors and life events which may cause vulnerability, whether it be long-term or on a temporary basis. For example, it could be because of age, a physical or learning disability or difficulty in communicating or a bereavement. We will do our best to offer you the right level of help and the most appropriate products and services to suit your needs. Our customer support team will always try to identify specific needs to provide specialised assistance where it's needed. If you are in a vulnerable situation and need extra help, please refer to the vulnerability policy on our website. You can be reassured that any information you provide to us will be treated in confidence and in accordance 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, we will do our best to ensure it is diagnosed and repaired as soon as possible.

11.7. We Cannot Guarantee Fault-free Performance

Due to the shared use of networks and factors outside our control such as access to 3rd party content and services, your internet access availability and speed may vary from time to time. In addition, the speed and limitations of wi-fi (your router position, wall thickness, device capability etc.) may affect the actual speed that you experience.

11.8. IP Addresses

Unless you arrange with us to have a static IP address, the internet address allocated to you may be varied at any time. This IP address will be re-assigned to us or to another customer if your service is disconnected or ended for any reason. It will at all times belong to us. You may not sell or agree to transfer the internet address to any person. We grant to you a non-transferable licence to use the internet address while you receive internet access from us which will end if this contract ends. If you want a static IP address, and there is one available, we may be able to offer you one, though you'll have to pay an additional charge.

12. Suspending The Service

12.1 Maintenance Work

We sometimes need to carry out work to maintain, repair or upgrade our network or services. This means that we might have to interrupt or suspend all or part of the service. We will do everything we reasonably can to reduce the effect on you of any disruptions to our services, but we can't guarantee a fault-free service at all times. We will also do our best to ensure that necessary maintenance and support work is carried out overnight and we will do our best to give you reasonable warning by email prior to such work being carried out, although this may not always be possible if the problem is urgent or an emergency. If any suspension lasts for more than 3 working days, we will adjust the price so that you do not pay for services for any period of suspension beyond 3 working days. Any adjustment will appear as a credit on your next bill.

12.2 Suspension Due To Your Actions

We may have to suspend the service:

- a) If you do not pay (see clause 10.9);
- b) If you misuse our network or do not comply with our Acceptable Use Policy (see clause 11.1); or
- c) If you break our contract, or any laws which apply to the use of our network.

12.3 Restoration Of Service Following Suspension

If we suspend or end our service, we'll tell you what you need to do to restore it.

12.4 Re-activation Fees

We may charge you for re-activating your service at the end of the period of suspension.

13 Our Responsibility

13.1 Loss Beyond Our Reasonable Control

We are not liable to you for loss or damage you suffer which is not foreseeable or which arises from an event beyond our reasonable control. 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.

13.2 You Are Responsible For Your Equipment

We are not responsible if you are not able to use the services because your equipment (for example, any PC, mobile device, network interface card, printer, switch, local area network or other equipment) does not work properly, is not free of any malware, is not compatible with the system, does not conform to the relevant standard or does not meet the minimum specifications or because of faults in any 3rd party networks over which we have no responsibility. It is your responsibility to keep any of your devices that you use to access the services free of any malware. We are not responsible for any loss or damage to your own equipment caused by the use of our service.

13.3 We Are Not Responsible For Information Passing Over Our Network

We have no control over the data which passes to you or from you over the internet and/or 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; for breach of your legal rights as a consumer in relation to the service including the right to receive services which are: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; and supplied with reasonable skill and care.

13.5 We Are Not Liable For Certain Losses

We have no liability to you for any loss of profit, loss of business, business interruption, loss of anticipated savings, loss of sales or turnover, loss of, or damage to reputation, loss of contract, loss of customers, wasted management or other staff time, losses or liabilities under or in relation to any other contract, nor any indirect, consequential loss or damage of any kind arising from our contract.

13.6 Maximum Liability For Loss Of Damage To Property

Subject to clauses 13.1 – 13.5, our maximum liability for loss of or damage to your physical property arising from our negligence or breach of this contract shall not exceed £5,000.

13.7 Maximum Liability For Other Losses

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

13.8 Mitigation

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

14 Changes To Our Contract

14.1 Your Right To Make Changes

If you wish to make a change to the service which you have ordered, please contact 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 service, 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 our contract (see clause 15).

14.2 Minor Changes To The Service

From time to time we may change our services or equipment:

To reflect a change to a law, code of practice, regulation, guidance or responsibility that applies to us;

- a) To introduce a new feature to any Service or to change the way we provide our Service or how it's structured (which could include upgrades and improvements or what's contained in a Service or that we can provide our Services in new areas);
- b) To introduce new Equipment or make changes to existing Equipment (including withdrawing it) and/or how we provide it (which could include upgrades and improvements);

- c) To implement minor technical adjustments, features and improvements, for example to address a security threat or to introduce new features; or
- d) If we have changed the way we manage our business
- e) If we make such changes, we will update the relevant terms on our Website as necessary (and will notify you of these changes on our Website from time to time). In the unlikely event that these changes have an impact on your use of our Service please contact us for an explanation of the reason for the change and to discuss the impact.

14.3 More Significant Changes To The Service And Our Contract

In addition, from time to time, we may make other more significant changes to our services, equipment or to our contract. If we do in a way that disadvantages you so we will notify you and you may then contact us to end this contract in accordance with clause 15 below 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 giving 30 days' written notice through various means such as live chat, the customer portal, via our website or by writing to us further details are provided on the 'contact us' page of our website. Your rights when you end the contract will depend on how we are performing and when you decide to end the contract. The consequences in each situation are explained below in clauses 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 a reason set out at 15.2 (a) to (d) below, the contract will end, and we will refund you in full for any services which have been paid for but have not been provided (if applicable). The reasons are:

- a) We have told you about an upcoming significant change to your service or these terms which disadvantages you and which you do not agree to (including a change to our prices) and you have given us notice to end the contract;
- b) We have made an error in the price or description of the service you have ordered and you do not wish to proceed;
- c) We have suspended supply of the service for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or

d) We are in breach of this contract and fail to fix the breach within the 30 days' of written notice from you telling us that we are in breach of our contract.

16 Our Rights To End The Contract

16.1 We May End The Contract If You Break It

We may end our contract 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 7 days of us reminding you that payment is due (see clause 10.9)

b) You fail a credit check, or the payment details such as the bank, debit or credit card details you gave us are invalid and/or incorrect;

c) If we can't provide the Service to your Home by the expected connection date for any reason (including where you do not provide us with access to provide installation services);

d) If 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 you authorise to deal with us on your behalf act in an unreasonable manner or in a way towards our staff or agents which we reasonably consider to be inappropriate and sufficiently serious to justify ending this Contract; or

f) You are in breach of this Contract (other than a breach covered by clause 16.1 (a) above) and you fail To fix the

16.4 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.

have to pay an activation charge and/or an installation fee. If you decide that you do not wish to continue with the services at your new address and you are within your minimum period then early termination charges may apply up to the amount of the remaining charges for the minimum period. You must also return any router equipment we have provided for you to connect to the services as described 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 Sometimes We May Not Be Able To Do What We've Agreed Because Of Things Beyond Our Reasonable Control

This could be things such as lightning, flood, severe weather, fire, explosion, terrorist activities, pandemics (including COVID-19) war, riots, damage or vandalism to our, equipment, or any apparatus we've installed, anything done by local

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

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

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

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 service, we can still require you to make the payment at a later date.

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 sets out everything we are agreeing between us about our providing you with your services. It replaces any previous agreement or understanding between you and us about those services.

21.8 Termination Won't Effect Prior Rights