



Consumer Partner Fibre Terms & Conditions

Document Reference: CXNWB 007

Version Number: 2.2

Date Created: January 2014



1 INTRODUCTION

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. Connexin Networks Limited is fully owned subsidiary of Connexin Limited, a company incorporated in England with company registration number 05823408.

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.



4 ABBREVIATIONS & DEFINITIONS

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, together with any acceptable use policies of our infrastructure partners which we provide you with from time to time.

“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” Any equipment which we, or our infrastructure partner, install from the connection point outside your home 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, but is not limited to, any fibre optic cables and ducts and the internal network termination point.

“Contract” Means the contract between you and us for the provision of the service, which includes these terms and conditions and the order confirmation.

“Early Termination Charges” Means the remaining charges payable for the minimum period when you terminate the contract prior to the expiry of the minimum period, together with 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, as set out in schedule 1 to these terms and conditions.

“Equipment” Means the Connexin Network equipment and/or the router equipment.

“Home” Means your home or premises as set out in your order confirmation at which the equipment is or will be installed and where the service will be provided to.

“Infrastructure Partner” Means any third-party provider of fibre networks and related infrastructure that we use in order to provide the services to you.

“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 be found on our website.

"Network Operator" Means any authorised public telecommunications operator used by us to deliver the services to you.

"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.

"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, or the property of our infrastructure partner, at all times. This may include, but is not limited to, 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.

"Service Standards" Means the service standards set out in schedule 2 to these terms and conditions, as may be updated from time to time.

"Terms and Conditions" Means these terms and conditions.

"Website" Means the Connexin Website, available at www.connexin.co.uk and home.connexin.co.uk.

"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" Means any day other than a Saturday, Sunday or UK public holiday.

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, as set out in the order confirmation.

5 OUR CONTRACT

5.1 Placing an order for our service 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. You accept that by submitting an order you have placed an order with us for that service according to these terms and conditions.

5.2 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.

5.3 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. You should review the order confirmation carefully and notify us immediately if there are any errors, omissions or inaccuracies.

5.4 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
- Any other product terms and conditions that we provide to you from time to time.
- Our privacy policy
- Our acceptable usage policy
- Our complaints code of practice (together, the "Contract").

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

5.5 Infrastructure partner, You acknowledge and agree that we may use an infrastructure partner to provide the services or equipment (or parts thereof). Where we are agreeing to obligations in this contract, you therefore acknowledge that they may be carried out by our infrastructure partner on our behalf, however we will at all times remain responsible for all services or equipment provided to you under your order.

6 TERM OF OUR CONTRACT

6.1 Your contract with us is subject to a minimum period. Unless you are offered and/or choose a monthly rolling package when placing your order, 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 (see clause 12 (your rights to end our contract) and clause 13 (our rights to end the contract)). If you 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. Following the minimum period, the contract will automatically continue unless you provide us with no less than 30 days' written notice that you want the contract to end at the end of the minimum period.

6.2 Termination during minimum period, If you terminate the contract 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 2.4 below, we are entitled to charge you the early termination charges (as set out in schedule 1 to these terms and conditions). You acknowledge that the charges for the services have been calculated on the basis that service will continue until the expiry of the minimum period as we may have spent money on set up costs for the relevant services and, accordingly, you agree that it is reasonable for us to require the payment of the early termination charges.

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

6.4 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.

6.5 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.

7 INSTALLATION, SERVICES AND EQUIPMENT

7.1 Provision of services, provision of the service is subject to availability and our survey of your home (if required). We shall use reasonable endeavours to provide the services in accordance with the contract and will use reasonable skill and care in the provision of the same. However, you acknowledge that the services cannot be provided fault free, and we do not warrant error free or uninterrupted use of the services. We will use our reasonable endeavours to repair any faults in accordance with the service standards. We shall use reasonable endeavours to make each service available for use by You from its proposed start date provided the provided that it allows for our standard lead time for the service, as detailed in the service standard, and unless we are unable to do so as the result of; (a) a failure by you to fulfil your obligations under the contract; (b) any delay caused by a nominated third party (including, without limitation, other network operators); (c) delays caused by planning permission and/or OFCOM approvals that may be required and/or (d) any technical issues that may arise during installation.

We shall use reasonable endeavors to meet any delivery time, date or period. However, such dates shall be regarded as estimates, and we shall have no liability to achieve any such time, dates or periods.

You acknowledge that in respect of certain services, we may implement an additional element to the service, which will:

- a) Scan all incoming and outgoing emails for viruses. If we detect a virus, we will not deliver the infected email and/or;



b) Scan all incoming emails to see if they are unsolicited bulk commercial emails ("spam"). If we detect a spam email, we will deliver it to a separate folder, which you may access using your password. Spam emails will be deleted from this folder after 30 days. If you choose to have spam emails delivered straight into your inbox, we will identify them as being spam.

If you use the service to send or receive emails, we reserve the right to delete any unread emails two months after receipt.

We do not guarantee the continuous availability of any particular service and You acknowledge that We may be dependent upon third parties (including, without limitation, other network operators) when providing the service. Notwithstanding any other provisions of this agreement. We will not be liable to you in contract, tort (including negligence) or otherwise for the actions of any third party (including, without limitation, acts or omissions of the other network operators) that affect or otherwise impact upon the provision of the service.

7.2 Standard installation, if there is already a working fibre socket in your home that we can access and that is compatible with our network or that of our Infrastructure partner, we will use this to connect you to our network in order to provide you with the services. 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, 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.

7.3 Non-standard installations, these are bespoke installations which may have specific requirements such 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).

7.4 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.

- 7.5** 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.
- 7.6** 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.
- 7.7** 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.
- 7.8** 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.
- 7.9** 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.

7.10 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.

7.11 Our equipment, the Connexin network equipment remains our, or our infrastructure partners', property and is to always be kept at your home. risk in the Connexin network equipment will pass immediately to you on delivery and you will indemnify and keep us indemnified from and against all loss or damage caused by you to the equipment to its full replacement value, except where this is due to fair wear and tear or is caused by us (or anyone acting on our behalf).

You must take reasonable and proper care of it at all times to keep it in a good and proper state of repair and, in particular, must ensure that the equipment is protected from accidental damage and/or theft. You must (i) comply with all reasonable instructions communicated by us to you for the safe and proper use of the equipment from time to time; (ii) not operate the equipment in the event that it has become defective, damaged or in a dangerous state; and (iii) not add to, modify or interfere with the equipment. Where you purchase any equipment from us under the terms of this contract, we will supply the relevant equipment with the benefit of the manufacturer's standard product warranty for that equipment. If we change the location of any equipment at your home at your request, you shall pay to us all applicable charges for any re-connections and associated work.

You shall ensure that you take care of, and do not tamper with, our wiring, the termination point, and any other equipment and you must pay the cost of replacing or repairing them if they are damaged or destroyed.

7.12 Equipment faults, if the equipment we provide to you is faulty, we, or our infrastructure partner, will repair or replace it. You must not allow anyone other than us or our infrastructure partner to carry out any repairs or maintenance work to the equipment and shall not move, add to, modify or interfere with or attempt to repair, or cause to be repaired or serviced by any person, the equipment. The work will be free of charge if the fault was not caused by something which happened while the equipment was in your care or where the equipment was lost or damaged as a result of accidental damage.

7.13 In the event that a fault is identified as being attributable to your own equipment, your network, software, content, or any of your acts or omissions, the fault shall be deemed your responsibility. We will not be responsible for rectifying any fault which is caused by:

- a) Your fault or negligence (including without limitation where you have attempted to effect repairs to any equipment or the service unless such repairs have been expressly approved by us);
- b) The fault or negligence of another network operator;
- c) Any failure by you to carry out your obligations under this contact;
- d) The connection of any equipment supplied by us to any other telecommunications networks or to any of your own equipment, including any building distribution wiring, not approved by us; or
- e) The use of any of your own equipment or any other equipment or software not supplied by us.

You may request us to rectify any faults caused by circumstances described in points a) to e) above but we reserve the right to charge you for such services at our standard rates in force from time to time.

7.14 We will be responsible for any problems with the equipment where such problems are attributed to any defects with the materials or manufacture of the same. We will repair or replace any defective equipment as part of any managed installation free of charge within the initial 12 months with new or as new equipment of similar specification to the equipment being replaced. Beyond the initial 12-month warranty You will be required to purchase hardware equipment. The ownership of the router shall be yours once you have paid for the router in full. We will assign the benefit of any product warranties given by the manufacturer or supplier of the router to you; and you will be entitled to a replacement router if you experience any problems with the router, during the initial 12 month period following on from the date on which we supply the router to you, if such problems can be attributed to any defects with the materials or manufacture of the router. Legal and beneficial ownership of the router equipment shall not pass to you unless and until cleared payment for the router equipment has been received by us in full.

Unless and until we have received all amounts due, we shall be entitled to:

- a) require any router equipment to be separately stored and clearly marked in such a way that they will be readily identified by us;



- b) require you to deliver up the router equipment or any part of it to us, and if You fail to do so forthwith, to repossess it; and/or
- c) enter your home where goods still owned by us are stored or reasonably thought to be stored in order to inspect and/or repossess the same.

All the costs and expenses reasonably incurred by us in connection with such inspection and/or recovery shall be borne by you. You shall take all necessary measures for the protection of the router equipment including the insurance thereof against usual risks with a reputable insurance company for the full replacement value.

You agree to pay our standard charges as a result of:

- a) us or our infrastructure partner responding to a fault and determining that such fault has not occurred as a consequence of our or our infrastructure partner's equipment or network; or
- b) you not being available during any pre-arranged visit for installation or maintenance of the services.

7.15 Return of equipment, 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. You must not remove the router equipment from your home except to return it to us. If you fail to return the router equipment to us, you must pay the standard charge for replacing the router set out in schedule 1.

If required, you must allow us access to your home in order to collect the equipment. fail to allow us to collect the equipment you will be liable to us for:

- a) a sum equivalent to the full retail value of the equipment; and
- b) the hire charges for the unreturned unit of equipment until the sum specified in point (a) has been received by us.

7.16 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.

7.17 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.

7.18 Modifications to equipment, we will be entitled to modify and/or replace any equipment or the services from time to time if we consider such modification and/or replacement reasonably necessary for the continued provision of the services.

7.19 Customer equipment, if you provide your own router, you are responsible for ensuring that such router is of an appropriate specification and set correctly to use with the services. If we believe that the router you are using with the services is causing a problem or security vulnerability for other customers, we will have the right to push corrective firmware to such router in order to fix the problem or vulnerability. We will not always do this but may choose to do so if a problem with a router is affecting other users of the service. Any equipment you provide must: (a) be technically compatible with the service; (b) not harm our network, any equipment or the equipment of any third party; and (c) be connected and used in line with any relevant instructions, standards or laws. You shall make any modifications to your equipment as we may determine necessary.

For the avoidance of doubt, we reserve the right to disconnect and/or require you to disconnect the your equipment if:

- (a) it is not technically suitable for connection;
- (b) it could kill or injure our employees (or those of our Infrastructure partner);
- (c) it could damage our property (or that of our infrastructure partner); or
- (d) it could affect the quality of services we provide to other customers, until such time as there is no risk that your equipment could cause any of the issues set out in points (a) to (d).



7.20 Third party equipment, you shall make any such changes and modifications to any equipment not supplied by us or our infrastructure partner and used by you to access or obtain the services ("third party equipment") as we may in our absolute discretion determine necessary in order to provide services subject to any obligations you may be subject to pursuant to applicable laws. You acknowledge that if you do not make any such changes and modifications then we may not be able to route the services to you. You shall, if so requested by us, provide such information in respect of any third-party equipment as we may reasonably require for the purposes of providing the services including, without limitation, information in respect of any router you are using with the services.

7.21 Wi-fi hotspots, if You access our service from any of our infrastructure partner's Wi-Fi hotspots, access to the service will be provided via the Wi-Fi hotspot without any additional charges for the first 20 minutes, but You will be charged for any further use after that. You must use the username and password that We provide to You when You place the relevant order with us for provision of the services.

8 ACCESS

8.1 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.

8.2 Consent to install, keep and use equipment at your home, you allow Connexin, or our infrastructure partner, 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.

8.3 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 unable to procure all necessary consents within 3 months of the

proposed start date on an order, we may terminate this contract on notice to you.

- 8.4** Right of access, you agree that we, and people working for us or our infrastructure partner, 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 schedule 1. You shall provide us with a suitable and safe working environment whilst at your home and shall provide any electricity and connection points we may require in order to provide the services. You will be responsible for restoring the condition of your home after any of our installation or de-installation work, including any redecorating that may be necessary.
- 8.5** 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.
- 8.6** 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 the 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 we can choose to end your contract with us without any liability to you.
- 8.7** 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.
- 8.8** 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.

9 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.

10 ACTIVATION

- 10.1** 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.
- 10.2** 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.

11 ESTIMATED BROADBAND SPEEDS

- 11.1** Broadband speeds, we have set out our estimated broadband speeds on our website.
- 11.2** Minimum line speeds, you shall have the right to terminate the contract if at any time we are unable to provide you with a line speed within the range we quote for the service supplied. The line speeds we quote are estimates only. The actual line speed will vary depending on a number of factors . Once your line speed has settled down (usually within 10 working days after the activation date), if you are always getting speeds that are lower than

the range that we quote for the service you should contact us. We will try to resolve any problems affecting the service and improve the line speed you are receiving. You must follow any reasonable advice we give to improve the service. If we are not able to improve the line speed so that it achieves the minimum line speed we quote for the applicable service, you can cancel the contract. You will be able to cancel the contract in this way at any time after the service has been installed. Where you terminate a contract pursuant to this clause, you shall not be liable to pay an early termination charge. For the avoidance of doubt, you will be liable to pay any and all charges for the supply of the services up to the date of termination. The range of line speeds you can expect to receive for all of our broadband services are as quoted on our website. The range of speed you can expect to receive for the broadband service they are taking will also be confirmed to you when you place an order for the service.

11.3 Line speeds, the actual speed and performance of your service will depend on various things, some of which are outside Connexin's control, including the number of other users online, general usage across the internet, the quality of the connection to the internet site you are using and the distance from your home to the local exchange. 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.

11.4 Outages, except in an emergency, or when events outside our control do not allow, we will provide 24 hours' notice to you of any planned works that will affect the availability of the service via email. All maintenance operations are controlled by internal procedures.

12 OUR CHARGES AND YOUR PAYMENTS

12.1 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 monthly in advance in the two weeks week of the month. Payments must be made by direct debit, credit or debit card or any other payment methods we support from time-to-time.



- 12.2** 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.
- 12.3** 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.
- 12.4** 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.
- 12.5** Price changes, we may review our charges at any time, including if required to pass on price changes from our infrastructure partner. 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, provided that you terminate within 2 months of being notified of the price change.
- 12.6** Exceptional price changes, where in order to provide you with the service it is necessary in our reasonable opinion to (whether in whole or in part) use non-standard or exceptionally expensive methods or where a substantially greater cost than usual is incurred by us so as to render our standard tariff inappropriate, we may charge an additional charge. If we decide to do so (or where such additional cost is imposed by an infrastructure partner), we will inform you and you may then terminate the contract within 14 days of us notifying you of the increased charge. If you ask us to work outside of our normal working hours (and we agree to do so), you may also have to pay us an additional charge.
- 12.7** Monthly usage limits, our services may have monthly usage limits which are described in the 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).

- 12.8** 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.
- 12.9** VAT, 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 and show this on your bill.
- 12.10** 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.
- 12.11** 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.
- 12.12** 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.
- 12.13** 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.

12.14 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.

12.15 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.

12.16 Missed appointment charges, you will be subject to a missed appointment charge as set out in schedule 1 if one of our engineers (or those of our infrastructure partners) has been dispatched to your home and:

- The appointment is cancelled by you after the engineer has been dispatched;
- The person in attendance at your home is under the age of 18;
- There is no one at your home;
- There is no one at your home who knows what work is required or who is otherwise authorised to agree it;
- You ask our engineer to call back at an alternative time;
- Our engineer is refused entry to your home; or
- There are no suitable or there are insufficient power sockets

12.17 Changes to payment terms, we reserve the right to amend the payment terms at any time on giving notice to you in the event that our infrastructure partners vary their payment terms and provided such variation applies to the communications industry as a whole (for example, but not limited to, variations to the communications provider's payment terms). Where another network operator charges us for engineering work, we reserve the right to recharge such charges to you.

12.18 Service credits, for details of when You may be entitled to service credits, please contact our customer services team.

13 USING OUR SERVICE

13.1 Acceptable use, you agree to abide by the 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, or end our contract. 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.

13.2 Usage allowance, some of our broadband services may have a monthly usage allowance where such allowance is set by our infrastructure partner. The monthly usage allowance commences on the activation date and will normally run for the same duration as the calendar month. However, the monthly usage allowance in your first month of service may run for up to 6 weeks. Any usage above the your monthly usage allowance will be chargeable at a rate per each GB as set out in schedule 1 (the "additional usage charge"). We will send email notifications to the email address you provide for this purpose when you place your order when your usage reaches 80% of your monthly usage allowance and then again when your monthly usage reaches 100% of your monthly usage allowance.

13.3 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:

- Materials or content you access or put online
- What you say or do online
- Materials or data on equipment that you connect to our services
- Websites or pages you own, run or control using our services
- Making sure your network and devices are properly password protected, up-to- date and running appropriate security software

13.4 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.

13.5 You will, and will ensure that any other person using the service will, use reasonable endeavors to avoid causing congestion to our network (or the network of our infrastructure partners) and will not misuse the network in any way. Where we notify you of any such congestion or misuse, then you shall immediately take reasonable steps to prevent such congestion or misuse. If you do not promptly take such steps then we shall be entitled to take all reasonable steps to protect the network including the suspension and/or termination of the services or any part of the services.

You shall:

- a)** Provide all equipment, software, systems and facilities necessary to make use of the services (other than the equipment which may be provided by us you);
- b)** Protect your own computer equipment used to access the services from viruses, spyware and other malicious or harmful programs and take reasonable steps to prevent viruses, spyware and other malicious or harmful programs from transferring to any other systems;
- c)** Notify us as soon as they become aware of any password misuse or security breaches;
- d)** Indemnify us against any liability we may incur as a result of any use or misuse made of the services by you, including in respect of content uploaded or downloaded, emails sent and received and materials placed on any web space using the services;
- e)** Ensure you are aware that any password and encryption keys, and any information that we (or our infrastructure partner) may have gathered or which we are storing in provision of the services, may be disclosed by us (or our infrastructure partner) in order to comply with all applicable laws and lawful government requests, sometimes without notice.
- f)** You will indemnify us against any claims or legal proceedings, which are brought or threatened against us because the service is used by you in breach of this clause.

13.6 You are responsible for setting parental controls, the services will be supplied with parental controls software as standard. Where we provide you with the use of parental controls software, you will be bound by and must comply with the parental controls terms of use (as provided from time to time). We may terminate or suspend your use of the software if you do not comply with the parental controls terms of use. We may also terminate or suspend your use of the software if our licensor (or the licensor of our infrastructure partner) requires under our (or their) agreement with the licensor.

13.7 Anti-virus, it is your responsibility to correctly configure your LAN and all connected devices and to protect them adequately from virus and other system attacks (using up-to date software). The consequence of inadequate anti-virus or firewall systems could be that you unintentionally cause interference or damage to other internet- connected devices. We may have to suspend your service if such interference occurs.

13.8 Residential use only, the service and the equipment we provide to you under this contract must only be used for residential and domestic purposes and shall not be used for business purposes except for home working.

13.9 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 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.

13.10 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.



13.11 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. You acknowledge that we do not exercise control over or monitor in any way the content of any information, data or software which is stored or transmitted via the service or which you send or receive. We exclude all liability for the accuracy or inaccuracy of any information or data stored or transmitted through the service, or the sending or receipt or failure to send or receive any email, information, data or software.

13.12 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.

13.13 Information, you will, if so requested by us, promptly provide such information as we may reasonably require in order to fulfil our obligations under the contract.

13.14 Licences, any software contained in the equipment and any software or documentation provided by us in connection with the provision of the services is and will remain our property or that of our licensors. You are granted a non-exclusive, non-transferable right to use such software and manuals for the purpose of accessing the services during the continuation of the order under which it is provided. You will be bound by and will comply with, and not put us in breach of, any applicable third party licence terms (whether presented on or with the software or otherwise), and any other licence terms that we or any third party licensor make you aware of from time to time. Save as permitted by law, you will not copy, de-compile or modify such software and/or manuals. You will indemnify and keep us indemnified against any costs, losses, damages, or liability we may incur due to you amending or in any way altering the software.

14 SUSPENDING THE SERVICE

14.1 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.

14.2 Suspension due to your actions, we may have to suspend the service:

- If required by to do so by our infrastructure partner;
- If we, or our infrastructure partner, are obliged to comply with an order, instruction or request of government, an emergency services organisation, or other competent administrative authority, including in particular (but not limited to) OFCOM;
- If you do not pay;
- If you misuse our network ,including in a way which could cause a security threat or vulnerability to our network, or do not comply with the acceptable use policy;
- If there is a war or national or local emergency;
- If you break our contract, or any laws which apply to the use of our network, or we reasonably suspect that the services are being used in a way which may breach the provisions of this contract.

14.3 Restoration of service following suspension. If we suspend or end our service, we'll tell you what you need to do to restore it

14.4 Re-activation fees, you will continue to be liable for the charges during any period of suspension and a re-connection charge, if we agree to re-connect services.

15 OUR RESPONSIBILITY

YOUR ATTENTION IS IN PARTICULAR DRAWN TO THIS CLAUSE

- 15.1** 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.
- 15.2** 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.
- 15.3** 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.
- 15.4** 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.
- 15.5** We are not liable for certain losses. We have no liability to you for loss of, or damage to reputation, loss of contract, loss or corruption of data or information losses or liabilities under or in relation to any other contract, nor any indirect, consequential loss or damage of any kind (including legal and other professional expenses) arising from our contract. Except as expressly provided in the contract all conditions, warranties, terms,

representations, undertakings and obligations implied by statute (including without limitation those of satisfactory quality or fitness for a particular purpose (even if that purpose is made known expressly or by implication to us)), common law, custom, trade usage or otherwise and all liabilities (if any) of us in respect of the same are hereby wholly excluded to the fullest extent permitted by law. We will in no circumstances be liable to you in contract or tort (including negligence) or otherwise if we fail to renew a domain name.

- 15.6** Maximum liability for loss or damage to property. Subject to clauses 10.1 – 10.5, 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 (five thousand pounds).
- 15.7** Maximum liability for other losses. 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 an amount equal to 100% of the amount you have paid in charges in the 12 months preceding your claim excluding VAT.
- 15.8** Mitigation, you must always try your best to reduce any losses, damages or costs you may incur.
- 15.9** Third parties, you acknowledge and accept that we do not have control over, nor are responsible for any third party information, software, content or services obtained by you whilst using the services. Use of the services is solely at your risk and we shall not be liable to you for any loss or damage of any nature whatsoever you suffer as a result of the use or reception of such materials.
- 15.10** Fraudulent activity, you shall pay to us any charges resulting from fraudulent activity on the services.

16 CHANGES TO OUR CONTRACT

- 16.1** 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.

16.2 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;
- 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);
- 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);
- To implement minor technical adjustments, features and improvements, for example to address a security threat or to introduce new features; or
- If we have changed the way we manage our business;

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.

16.3 More significant changes to the service and our contract. We may change this contract at any time in order to:

- Comply with any legal or statutory obligation including, but not limited to, any requirements from time to time under the Communications Act 2003, the Telecommunications Act 1984 and the Electronic Communications Act 2000 (in each case as amended);
- Comply with any final order, direction, notice, specification, designation or consent made by the director general of OFCOM relating to the service;
- Implement a change to the service or equipment;
- Introduce or withdraw service features;



- Maintain the integrity or security of the service or a network;
- Introduce process changes, provided they are not to your material detriment;
- Improve clarity, or make corrections to typographical errors; and/or
- Protect the use of any trade names or trademarks.

Provided that any change introduced pursuant to those subclauses at 16.3 shall not materially affect the service or its performance insofar as it is reasonable to do so. We will give You at least 14 days' notice before the changes are to take effect save where the change is a significant change where we will give you one months' notice and you may then contact us to end this contract in accordance with clause 17 below before the changes take effect.

17 YOUR RIGHTS TO END OUR CONTRACT

17.1 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 17.2.

17.2 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 as 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:

- We have told you about an upcoming significant change to your service or these terms in accordance with clause 11.3 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;
- We have made an error in the price or description of the service you have ordered and you do not wish to proceed;
- 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;

- 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; or
- In accordance where the minimum line speeds are not met.

18 OUR RIGHTS TO END THE CONTRACT

18.1 We may end the contract if you break it. We may end our contract at any time by writing to you if:

- 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.
- 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;
- 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);
- If you use our network in breach of our acceptable use policy;
- 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;
- You are in breach of this contract (other than a breach covered by clause 13.1 (a) above) and you fail to fix the breach within the 30 days' of written notice from us telling you that you are in breach of our contract;
- Any authorisation or consent required by either party to provide, connect to or use the services expires or is terminated or is withdrawn without replacement;
- You access the services using your username and password on multiple occasions, simultaneously;
- If you have permitted (whether knowingly or not) a third party to access the services using your username and password;
- If you have permitted (whether knowingly or not) any third parties to access the services using a wireless connection over their exchange line for any reason other than the ordinary domestic and legitimate use



of the services. For the avoidance of doubt, connecting multiple devices to the services located at your home or using a wireless connection over the exchange line, shall be considered an ordinary domestic and legitimate use of the services. However, if you receive payment from third parties in consideration of them using the services, by means of a wireless connection (or otherwise) after connection over an exchange line, this will not be considered an ordinary domestic and legitimate use of the services.

- 18.2** Costs and losses incurred due to our termination. We don't accept responsibility for any costs or losses you may incur for our termination. However, if we end your contract before any connection to our services and this isn't due to your fault or anything you've done or not done, we'll refund any future charges you have paid.
- 18.3** You must compensate us if you break the contract. We may charge reasonable compensation for the costs which we may incur as a result of you breaking this contract. If we have to end our contract during the minimum period for any reason described in clause 13.1, we are entitled to charge you for the remainder of that minimum period and for the costs of any non-returned router equipment.
- 18.4** 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.

19 CONSEQUENCES OF TERMINATION

- 19.1** Services and outstanding payments, upon termination of the contract (howsoever caused) you shall cease to use the services pay us all outstanding amounts accrued or due (including, without limitation, all charges) in connection with the contract together with any applicable disconnection charge in force at the time. You agree to pay us a cease charge if we are charged a cancellation charge by our supplier (or those of our infrastructure partners) and:
 - you terminate the service or the services ends for any reason; or
 - you move premises.

For the purpose of this clause, a “cease charge” is a charge applied by any third party operator (to us or our infrastructure partner), including a communications provider, as a consequence of your termination of the services.

- 19.2** 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.
- 19.3** 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.
- 19.4** 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 schedule 1 for details on these charges.
- 19.5** Connexin network equipment, please note that any Connexin network equipment installed will remain at your home and is not to be returned to us.

20 MOVING SITE OUTSIDE OF OR WITHIN THE CONNEXIN NETWORK AREA

- 20.1** If you are moving to an address during the minimum period then you may have to pay an early termination charge. For more information, please see our moving home policy. Please note you may be required to return any router equipment we have provided for you to connect to the services as described.



21 PRIVACY & DATA PROTECTION

- 21.1** 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.
- 21.2** 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.
- 21.3** 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.

22 MATTERS BEYOND OUR REASONABLE CONTROL

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 or national governments or other public authorities, or strikes or other industrial action. There may be other reasons too. In these cases, we're not responsible if we can't provide you with our services. If we are prevented from performance of our obligations for a continuous period of 3 months, we may terminate the contract by giving written notice.

23 CONFIDENTIALITY

You shall keep confidential any username or passwords provided to you in order to access the services, and will not disclose them to any other person for any reason. You will be responsible for any loss that arises from you losing, misusing or otherwise disclosing any such username or passwords. If you lose any such username or passwords, you should contact us immediately. Please note that we are not obliged to issue a refund of any charges you may incur as a result of you losing a username or password.

24 OTHER IMPORTANT TERMS

24.1 We may transfer this contract to someone else. We may transfer our rights and obligations under this contract 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 this contract.

24.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under this contract to another person if we agree to this in writing. If you are moving to a new house, please see our Moving Home Policy or contact us.

24.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

24.4 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.

24.5 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.

24.6 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.

24.7 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.

24.8 Termination won't affect prior rights. Termination of this contract shall not affect any rights, remedies, obligations or liabilities of the parties that have



accrued up to the date of termination, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination.

24.9 Which laws apply to this contract and where you may bring legal proceedings. This contract is governed by English law and you can bring legal proceedings in respect of the services in the English courts.

25 COMPLAINTS

We care passionately about our customer experience, service quality, and ensuring you receive an unrivalled service. We do however acknowledge that there may be instances where you need to let us know if we have not met that expectation. As such, Connexin provides a Complaints Code of Practice for complaints. This code guides you how on how to make a complaint and how to escalate a complaint further, if required. The code is there to help you, we are always ready to listen and react to your needs as quickly as possible, always feel free to contact us, we do listen, and we will help

26 CHARGES

26.1 Early Termination charges

In the event of early termination, the monthly charges for your broadband package will apply for each month remaining of the Initial term of the applicable order.

26.2 Other Charges

Service Detail	Charges (in vat)
Replacement router: currently deployed include a Technicolor or ZyXEL router.	£120.00
Router delivery charge, where applicable	£8.00
Temporary suspension/Resumption charge	£5.00
Cancellation charge: 2 or more working days after order placed	£20.00
Data usage: charge per Gb or part thereof Outside Monthly Data Allowance	£1.50
Reconnection fee: charge following disconnection or suspension	£35.00
Missed appointment charge	£120.00

27 SERVICE STANDARDS

Broadband package	UltraFAST 100	UltraFAST 400
Speed profiles (down/up) Mbps	FTTP: 100 / 10	FTTP: 400 / 80
Minimum access speeds (down/up) Mbps	FTTP: 50 / 30	FTTP: 50 / 30
Contract term	12 months	
IP Address	1 static IP address	
Traffic management	<p>Traffic management is managed by our Infrastructure Partner, and their policies can be found here.</p> <p>For more information from Ofcom on Traffic Management, please visit here.</p>	