

Terms & Conditions



**Borderlink/GoFibre
Residential customers**

**General Terms &
Conditions**

Terms & Conditions

Borderlink General Terms and Conditions of Service (Residential Customers)

These are the core terms and conditions (the "**General Conditions**") which cover the supply of our Services to you, and form the contract between us – so please read them carefully. These General Conditions tell you who we are, how we will provide the Services to you, how you need to pay, how you or we may change or end the contract, what to do if there is a problem, plus lots of other important information.

Certain bundles, plans, upgrades or offers come with additional terms and conditions but we'll make sure you see these before you agree to the bundle, plan, upgrade or offer. These extra terms will also form part of your contract with us.

We may amend these terms from time to time, but the most up-to date version will always be shown on our Website, available at www.gofibre.co.uk/terms.

Terms & Conditions

1 DEFINITIONS AND INTERPRETATIONS

1.1 In these General Conditions, unless we say otherwise:

"Acceptable Use Policy" or **"AUP"** means the specific rules that you have to follow when using the Services (as may be amended from time to time) published on our Website and located at www.gofibre.co.uk/policies.

"Agreement" means the legally binding agreement between you and us comprising of (i) these General Conditions (ii) the applicable Service Description (and any applicable Service Levels), (iii) the Charges and our Standard Tariffs; (iv) your Order Confirmation, (v) our Privacy Notice, (vi) our Acceptable Use Policy, (vii) our Customer Complaints Policy, (viii) our Compensation Policy, (ix) any other policy we tell you about and (x) (where applicable) any EULA.

Terms & Conditions

"Apparatus" means any passive equipment, apparatus and / or infrastructure such as the ducts and cabling connecting our network to the Premises, the cable attached to the house, the box on the outside and inside of the walls to that Premises and any fixings/attachments in order to secure this equipment, apparatus and / or infrastructure.

"Charges" means the Monthly Rental, the Miscellaneous Charges and other fees or charges payable to us pursuant to the Agreement and specified in the Order Confirmation for a Service.

"Committed Data Rates" or "CDR" means the minimum amount of bandwidth which you can expect to receive on your broadband connection (expressed in Megabits per second (Mbps)) and as outlined in our Acceptable Use Policy. For example, with a CDR of 10Mbit you can expect to always receive a minimum throughput of 10Mbps on your connection.

"Company", "we", "us", "our" means Borderlink Broadband Limited (trading as Borderlink or GoFibre), a company incorporated and registered in Scotland (company number SC582522) and whose registered office is Blackadder West Farm, Blackadder, Duns, Scotland, TD11 3LX.

"Compensation Policy" means our compensation policy outlining for residential customers available at www.gofibre.co.uk/compensation for Service issues relating to residential fixed line telephony and broadband services, including late activation, late repair and missed appointments.

"Customer", "you", "your" means the person or people we have entered into or made the Agreement with and named in the Order Confirmation.

"Customer Complaints Policy" means our complaints policy for residential customers available at www.gofibre.co.uk/policies.

"Data Protection Legislation" means the Data Protection Act ("DPA"), UK GDPR (as defined in the DPA), the Regulation of Investigatory Powers Act 2016, the Investigatory Powers (Interception by Businesses etc. for Monitoring and Record-keeping Purposes) Regulations 2018, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy from time to time.

"Emergency" means any event or circumstance which results or could reasonably be expected to result in a risk of personal injury or death or material damage to property and, without prejudice to the generality of the foregoing, an event or circumstance defined as an Emergency in Communications Act 2003.

Terms & Conditions

"Equipment" means the Loaned Equipment and any equipment provided by you (but which may be connected to the Loaned Equipment) and is used by you to obtain or use the Services.

"EULA" means the end user licence agreement applicable to any circuits, computer program or software forming part of the Services provided to you as part of the Services as stipulated by the manufacturer of those circuits, programs or software.

"Installation and Set-up Activities" has the meaning given to it in clause 5.1.

"Intellectual Property Rights" means all intellectual property rights of whatever nature subsisting at any time in any part of the world including without limitation, patents, copyrights, design rights, registered designs, trademarks, service marks and know-how, rights in respect of confidential information, rights in respect of the EULA, rights in respect of databases, the rights to apply for any of the foregoing and applications for any of the foregoing.

"Interest Rate" means the rate of interest rate of 4% above the base rate of Royal Bank of Scotland.

"Law" means (i) the Communications Act 2003 (and any successor legislation) and any other statute, directive, other legislation, law, regulation, or country specific regulations in whatever form, delegated act (under any of the foregoing), rule, order of any court having valid jurisdiction or other binding restriction, decision or guidance in force from time to time; (ii) the General Conditions of Entitlement set by OFCOM as may be amended, modified or replaced from time to time, (iii) any code of conduct (whether or not having the force of law), (iv) copyright or other third party rights, (v) obligation in contract or any term of any licence to which we or you is from time to time subject.

"Loaned Equipment" means any telecommunications or other equipment that we provide to you as an essential part of a Service, including any upgrades and / or replacements, for example any set-top box or home Wi-Fi router which actively connects your Premises to our network, and any cables and ducts or other Apparatus. The Loaned Equipment will be our property (or that of our licensors) at all times, other than the circumstances outlined in clause 10.4.

"Minimum Period" means, in relation to each Service, the minimum period you have agreed to pay for a Service as stated in the Order Confirmation, starting from the relevant Service Start Date.

Terms & Conditions

"Miscellaneous Charges" means the miscellaneous charges set out in our Standard Tariffs on our Website (see www.gofibre.co.uk/priceguide) for example an Order Cancellation Fee, Termination Fees, installation and build costs, cancelled or missed appointments, replacement equipment costs, late or missed payments to us, or as otherwise described in clause 13.4.

"Monthly Rental" means the monthly charges payable by you for the Service as set out in the Order Confirmation.

"Non-return Equipment Charge" means the charge applied to your account if you fail to return the Loaned Equipment to us when it is faulty or if we ask you to at the end of the Agreement.

"Order" means an order submitted by you to us in response to our Quotation in accordance with clause 3.1.

"Order Cancellation Fee" means the one-off charges payable by you in accordance with clause 4.5, 16.1.2 and 16.1.3, as specified on the Order Confirmation or our Standard Tariffs available on our Website.

"Order Confirmation" means the form issued by us to you confirming the details of your Order and the Service to be supplied to you in accordance with this Agreement, together with any additional Orders submitted by you and accepted by us.

"Payment Due Date" means the date you need to pay us, pursuant to clause 14.5.

"Parties" means you and us.

"Premises" means the building or buildings where Loaned Equipment is located, and whether or not occupied by you.

"Privacy Notice" means our privacy notice setting out how we deal with any personal data, available at www.gofibre.co.uk/policies.

"Quotation" means a quotation (including a description of the Services) provided in person or writing by us, including via our Website.

"Service" means the internet services, telephone services and/or other communication or cloud services described in the Service Description or any additional service as provided by us to you from time to time and set out in the Order Confirmation.

"Service Description" the description of the Services at www.gofibre.co.uk/policies containing specific service levels and terms and conditions which relate to a particular Service.

Terms & Conditions

"Service Levels" means our standard service levels from time to time for providing the Services, the current version of which is set out in the appendix to the relevant Part of the Service Description.

"Service Period" means, in relation to each Service, the period from the relevant Service Start Date until termination of the Agreement in relation to such Service. The Service Period shall be no less than the Minimum Period.

"Service Start Date" means the date on which Customer receives or is deemed to have received the Service (and any Equipment) and installation has been completed in accordance with clause 5.12 and 5.13.

"Software" means any software in object code format only and related documentation (whether on tangible or intangible media) that we provide to you as part of the Services. Software includes any embedded software but it excludes Third Party Software.

"Standard Tariffs" means our standard rates and tariffs for calculating Charges and / or Miscellaneous Charges as updated from time to time, which can be viewed on our Website at www.gofibre.co.uk/priceguide.

"Termination Fee" means any one-off compensatory charges payable by you to us on demand, on termination of the Agreement in whole or in part in accordance with clause 4.5, 16.8 and 21.2, in the amount specified in on the Order Confirmation or calculated in accordance with our Standard Tariffs.

"Third Party Software" means software created by third parties.

"Viruses" means anything (including any device, software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses, harmful or malicious code, and other similar things or devices.

"Voucher Scheme" has the meaning given to it in clause 6.2.

"Website" means www.gofibre.co.uk or any other website notified by us to you from time to time.

"Working Day" means any day excluding Saturdays, Sundays and the usual bank holidays in Scotland.

Terms & Conditions

- 1.2 In these General Conditions:
- 1.2.1 references to clauses are to clauses in this Agreement;
 - 1.2.2 headings are for convenience only and do not affect the interpretation of the Agreement;
 - 1.2.3 a reference to a law or regulation will, unless we say expressly provided otherwise, be interpreted as a reference to such provision as amended, consolidated, replaced or re-enacted, and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - 1.2.4 words in the singular include the plural and vice versa;
 - 1.2.5 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be illustrative and shall not limit the sense of the words preceding those terms; and
 - 1.2.6 a reference to **writing** or **written** includes e-mails.
 - 1.2.7 references to the us shall include an any company associated with us, whether directly or indirectly, which provides any of the Services.
- 1.3 If there is a conflict between the General Conditions and any other terms and conditions, or documents forming part of the Agreement, then the order of precedence shall (unless expressly stated to the contrary) be as follows: (i) the Order Confirmation; (ii) the relevant Service Description; (iii) these General Conditions; (iv) any applicable Service Levels; (v) the Charges and any Miscellaneous Charges; (vi) our Privacy Notice, (vii) Acceptable Use Policy, (viii) our Compensation Policy, (ix) Customer Complaints Policy, (x) (where applicable) any EULA.

2 YOUR CONTRACT WITH US

- 2.1 Subject to the terms of the Agreement, we will supply you with the Services and any related installation services as set out in the Agreement. In return, you must pay the Charges to us, as set out in clauses 13 and 14 below and which are detailed in the Order Confirmation, and any subsequent Order submitted by you and accepted by us.
- 2.2 If we provide a number of different Services as part of the package we have agreed with you, additional terms and conditions will apply and you will have a separate Agreement with us for each Service. Please

Terms & Conditions

read the terms and conditions, Service Description and any other documentation about each Service carefully as each Service has important differences.

- 2.3 This Agreement is between you and us and covers the supply of Service to your Premises. You must only enter into this Agreement if:
- 2.3.1 You are 18 years old or over;
 - 2.3.2 You either own or live in the Premises;
 - 2.3.3 You are allowed to sign up to this Agreement;
 - 2.3.4 You will be purchasing the Service from us for your personal and domestic purposes only (i.e., not for use in connection with your trade, business, craft or profession).

3 CONTRACT FORMATION

When your Agreement with us will start.

- 3.1 You can place an Order for a Service:
- 3.1.1 over the phone;
 - 3.1.2 when you fill in and sign the Order form in front of one of our representatives;
 - 3.1.3 when you correctly fill in and sign the Order form that we send to you by email (including any ordering platform or link within the email) and we receive this form; or
 - 3.1.4 if applying online (either directly through our Website, or via an online agent, or other third party website), when you fill in, electronically sign, or click to agree that you accept our Quotation
- 3.2 If you place an Order with us in accordance with clause 3.1, you agree that you accept these General Conditions.
- 3.3 Your Agreement with us will start on the date we will issue the Order Confirmation to you. This creates a legally binding contract between you and us, incorporating all of the documents set out clause 1.3.

Switching to us from another supplier.

- 3.4 When you switch to us from another supplier, you agree that:
- 3.4.1 we are allowed to tell your existing supplier to end your contract with them and switch the supply of the Service to us; and

Terms & Conditions

- 3.4.2 you are responsible for all outstanding debt or other charges that you owe to your last supplier, unless we've expressly agreed to take on these amounts (in which case you'll have to pay us for them instead).

Changing your mind – how to cancel

- 3.5 If you enter into an Agreement with us via any of the methods described in clause 3.1, a cooling-off period automatically applies. In that case your "cooling off period" in respect of the following services is as follows:

For any Installation and Set-up Activities, the period from the date you enter into the Agreement until 14 calendar days after:

the date the Loaned Equipment (if any) is delivered,

the date of your Order Confirmation or the day on which you received a copy of these General Conditions in printed or electronic format, or

the date we notify your current supplier that you intend to switch;

whichever is latest.

For Installation and Set-up Activities which are subject to a Voucher Scheme, the period from the date you enter into the Agreement until 14 days after

the date of your Order Confirmation or the day on which you received a copy of these General Conditions in printed or electronic format, or

the date you have provided us with your written consent to apply make the application as outlined in clause 6.5

whichever is latest

Once the Service is available for use, the period from the date you enter into the Agreement until 14 calendar days after:

the Service Start Date,

the date of your Order Confirmation or the day on which you received a copy of these General Conditions in printed or electronic format, or

the date we notify your current supplier that you intend to switch,

whichever is latest.

- 3.6 Your right to change your mind will expire after the cooling off period. If you change your mind, tell us clearly before the end of the cooling-

Terms & Conditions

off period by calling us on 08000 590 980 or emailing us at customer.service@gofibre.co.uk. In which case,

3.6.1 if you have expressly told us to start:

carrying on any Installation and Set-up Activities and /or providing the Service,

you will have to pay us for the Installation and Set-up Activities undertaken and any Service you have received, including the costs that we have incurred for Installation and Set-up Activities undertaken and charges for the Service you have received, any connection or activation fees, plus any Miscellaneous Charges (if applicable), such as the full cost of installing the Service at the Premises.

3.6.2 if we have provided Loaned Equipment for the Service, the Agreement will not end until you have sent back the Loaned Equipment that we ask you to. In particular:

3.6.2.1 you must return the Loaned Equipment to us within 14 days of cancelling the Service, using the pre-paid packaging we provide to you.

3.6.2.2 if you don't return the Loaned Equipment within 14 days, you will have to pay the full cost of that equipment.

3.6.2.3 if we receive the Loaned Equipment (or see evidence that you have returned it to us) we reserve the right to charge you if we think that the Loaned Equipment is worth less than its original value, as a result of your use or damage (beyond ordinary wear and tear).

3.6.3 if you are switching, we will take reasonable measures to stop your switch after you have notified us that you want to cancel.

Other information about joining us

3.7 If we are unable to accept your Order, we will inform you of this in writing and will not charge you for the Service. If you have already paid for the Services we will refund you the full amount as soon as possible.

3.8 At our sole discretion, we may conduct a credit check against you before we agree to supply the Service to you and sometimes during the Agreement. We do this for a number of reasons, including to check that you can afford to pay your bills, to confirm your identity, to prevent crime, fraud and money laundering, to trace your

Terms & Conditions

whereabouts and recover debts that you owe, or for any other purpose set out in our Privacy Notice.

- 3.9 These General Conditions apply to the Agreement to the exclusion of any other terms that you seek to impose or incorporate.

4 DURATION OF THE AGREEMENT

- 4.1 The Agreement between you and us shall come into force on the date we accept your Order in accordance with clause 3.3 and shall continue for the Service Period, unless or until it is terminated in accordance with clause 16.

- 4.2 We will start providing the Service to you from the Service Start Date, which is shown on your Order Confirmation, and will continue to do so for the duration of the Service Period (which is the Minimum Period plus any Extended Period as outlined in clause 4.4) on, and subject to, the terms of this Agreement.

- 4.3 Each Service will last for at least the Minimum Period and will carry on unless:

4.3.1 you end the Service in the ways set out in clause 16.1 and 16.2, or

4.3.2 we end the Service in accordance with clause 16.2 to 16.4.

- 4.4 We will contact you before the Minimum Period ends to remind you that this is coming to an end and unless you tell us in writing and in a prompt and timely manner that you do not want to continue to receive the Service, the Agreement will automatically continue on month by month basis (i.e. a rolling 1 month period, referred to as the "**Extended Period**") at the end of (i) the Minimum Period and (ii) each subsequent Extended Period. We may also agree a new Minimum Period during or after your initial Minimum Period, but we will notify you beforehand if this is the case.

- 4.5 If you want to end the Service before the Minimum Period ends, or we have a right to end the Agreement according to clause 16, you may have to pay us compensation charges, such as the Order Cancellation Fee or Termination Fee as outlined in clause 16.8.

5 INSTALLATION OF EQUIPMENT AND SET-UP OF SERVICE

Access to your Premises for installation and set-up

- 5.1 If we have not already supplied the Service to the Premises or we do not supply Service in your area when our Agreement takes effect, or if you need any Apparatus or Loaned Equipment installed, or your

Terms & Conditions

phone line or broadband needs activated or connected at your Premises, it may be necessary to access the Premises prior to the anticipated Service Start Date in order to carry out these activities ("**Installation and Set-up Activities**") in order for you to receive the Service.

- 5.2 We will usually start Installation and Set-up Activities described in clause 5.1 within 45 calendar days from:
- 5.2.1 the day your cooling-off period in respect of Installation and Set-up Activities ends (as outlined in clause 0 or 0); or
 - 5.2.2 the day we start the process to take over the provision of the Service to you; or
 - 5.2.3 or the date you ask us to commence the Installation and Set-up Activities;

whichever happens first.

- 5.3 There may be some scenarios where we'll take longer than 45 calendar days to install or perform the Installation and Set-up Activities, for example where we don't have all the information we need to take over the supply, even though we have done everything we reasonably can to contact you, the information we have from you is incorrect and the information cannot be found anywhere else, despite doing everything we reasonably can to get hold of it; or we're prevented from completing the installation due to any other reason which is beyond our control, despite having done what we reasonably can to complete it.
- 5.4 It may not always be possible to perform or complete the Installation and Set-up Activities due to technical and operational reasons. If this happens, we may give notice to end the Agreement or the affected Service or any other related part of the Service or bundle of Services, by telling you in writing and refund you only for any amounts you have already paid to us.
- 5.5 We will tell you the time and date on which Installation and Set-up Activities will take place. If we need to carry out the Installation and Set-up Activities you must allow us access to your Premises. You are responsible for obtaining any consents and permissions needed to allow us, or anyone acting on our behalf, to have access to the Premises and any other site required in order for us to be able to deliver, install, maintain, alter, replace, move, or remove any Loaned Equipment or set-up the Service at your Premises. We are not obliged to install or provide the Service unless you have obtained all necessary

Terms & Conditions

consents and permissions. If you fail to do so, we may need to terminate the Agreement with you and you may be asked to pay us compensation together with any other costs incurred by us prior to the Agreement terminating.

- 5.6 We will cause as little disturbance at the Premises as reasonably practicable and will make reasonable repairs to any damage occasioned by us or our employees and / or our sub-contractors while performing Installation and Set-up Activities. In return, you must:
- 5.6.1 ensure that a representative is present at the Premises at all times whenever access is required. This means someone over 18, who we have good reason to believe can make decisions about where and how we install the Loaned Equipment or perform Installation and Set-up Activities at your Premises.
 - 5.6.2 provide a suitable and safe working environment for our employees and anyone acting on our behalf in relation to Installation and Set-up Activities carried out at the Premises.
 - 5.6.3 follow any reasonable instructions given by us, our employees or our subcontractors in relation to the Installation and Set-up Activities.
- 5.7 In normal circumstances, we will only need access to the Premises during normal working hours on a Working Day. Any request to carry out work at other times may be refused by you or us. However, sometimes we may need access outside normal working hours. You must also provide us with reasonable assistance and information as we request from you from time to time. If you ask us to carry out work outside normal working hours and we accept your request, you may incur additional costs in accordance with our Standard Tariffs (available at www.gofibre.co.uk/priceguide). We will let you know in advance where additional costs are likely to be incurred.
- 5.8 If you need to change or cancel the scheduled date for the Installation and Set-up Activities, you must let us know at least 2 Working Days beforehand. Similarly, if we need to change the date we will try to provide you with at least 2 Working Days' notice. If you do not allow us to access Premises on the date to carry out the Installation and Set-up Activities as arranged, we may suspend performance of the Service until you rectify the issue and /or we may charge you for any additional reasonable costs incurred by us as a result. If despite our reasonable efforts, we are unable to contact you or re-arrange access to the Premises, we may end the Agreement subject to payment by you of the appropriate Termination Charge.

Terms & Conditions

5.9 We might ask you to install some Loaned Equipment or carry out certain Installation and Set-up Activities yourself. If this is required, we will send you instructions to help you do this.

We'll tell you when the Service is available.

5.10 If we do not make the Service is delivered to you on the date of installation, we will tell you when the Service is available.

5.11 Following the completion of the Installation and Set-up Activities and delivery of the Service, we will carry out a series of checks and tests to ensure that the Service is ready for use and working properly. If the Services are not ready for use by the date agreed between you and us, we will either repair or replace, at our sole option, any defective Loaned Equipment or part, and then repeat our checks and perform further tests. If appropriate, those checks and tests will be carried out in your presence or someone you have authorised to act on your behalf, and with your assistance, at such reasonable times as we may specify.

5.12 The Service will be considered accepted from the date we tell you our checks and tests have been completed successfully and it is ready for use. If you don't think it is ready for use you must you tell us your reasons for rejecting the Service in writing and in sufficient detail within 5 Working Days from the date we tell you it is ready. If you do not tell us within these timescales and you subsequently report an issue with the Service, we will not be obliged to refund you any Charges you have paid or issue any service credits (where applicable) under the applicable Service Description relating to the Service.

5.13 If you have a valid reason for rejecting the Services, we will carry out the work we consider necessary to fix the issue in the Service without additional charge. We will tell you when the affected Service is ready for further checks and tests. The same process as set out in clause 5.11 and 5.12 will be repeated. If it is not possible to fix the issue, you will have the right to end the Agreement with us in accordance with clause 16.1.2, or we may end the Agreement in accordance with 16.3.5. Unless we expressly state otherwise in our Compensation Policy, this will be your exclusive remedy (and our exclusive obligations) if the Service does not pass our checks and tests, or there is a valid rejection of the Service.

5.14 Where we need to set up any Services on your equipment you authorise us to have access to your equipment to perform such set-up (which may include the installation of software) and to check that the Service is working properly. You confirm that you will have

Terms & Conditions

prepared your equipment, and will follow our reasonable instructions (if required) to prepare your equipment, so that we can perform the set-up properly. It is your responsibility to keep back-up copies of any important data stored on your equipment prior to the set-up of the Service by us on your equipment.

6 BROADBAND VOUCHER SCHEMES

6.1 This clause applies where you have applies for our Service via a broadband Voucher Scheme. **If you plan to apply for a voucher then you should read this clause carefully, including what happens if we are unable to claim the voucher or the voucher does not cover the full cost of installation.**

6.2 We are a registered supplier under the UK and Scottish Government's Broadband Voucher Schemes ("**Voucher Scheme**") which offers subsidies in the form of vouchers (each a "**Voucher**") to properties in respect of which there is no planned roll-out of superfast broadband. To check if you are eligible for Voucher under either Voucher Scheme please visit <https://www.scotlandsuperfast.com/how-can-i-get-it/check-my-address/> if you live in Scotland or <https://gigabitvoucher.culture.gov.uk/> if you live anywhere in the UK.

6.3 For homes with no planned deployment of state or commercial superfast broadband you could be eligible for up to £5,000 in subsidy Vouchers. For homes with planned state-funded or commercial deployment after December 2021 you could be eligible for up to £400, with an additional £250 available for non-standard installations. Joint applications may also be made in respect of the Voucher Scheme and UK Government Gigabit Broadband Voucher Scheme funding, providing up to £6,500 for residential homes and £8,500 for businesses. Further information on the Voucher Scheme:

6.3.1 in Scotland can be found here <https://www.scotlandsuperfast.com/how-can-i-get-it/scottish-broadband-voucher-scheme/>; or

6.3.2 in the rest of the UK can be found here <https://gigabitvoucher.culture.gov.uk/home/about-the-scheme/>.

6.4 If you are an eligible beneficiary under the Voucher Scheme and wish to apply for a Voucher towards the cost of Installation and Set-up Activities you must:

tell us in writing of your eligibility at the time you submit an Order to us; and

Terms & Conditions

promptly respond to us or the relevant Authority when asked to do so, or take such steps that we reasonably require you to do in order to receive the benefit of the Voucher.

- 6.5 You authorise us to make any application under the Voucher Scheme on your behalf and where we are satisfied as to your eligibility we will usually contact you within 10 Working Days of having received your Order asking you to provide us with your written consent to evidence our authority to act as well as any information reasonably required by us in respect of the application.
- 6.6 Where an application is successful we will submit a payment claim for the value of the Voucher and subject to clauses 6.7 to 6.10 reduce the Charges incurred in respect of the Installation and Set-up Activities accordingly.
- 6.7 A Voucher may only be applied towards the Charges incurred from us providing the Installation and Set-up Activities and will not be applied to any Charges incurred as a result of us providing you with the Services or Equipment for which you remain solely liable.
- 6.8 If you change your mind about the Service, your "cooling off period" is set out in clause 0.
- 6.9 Where the Charges in respect of the Installation and Set-up Activities exceed the value of the Voucher you must pay the amount of the Charges not covered by the Voucher.
- 6.10 If we cannot claim the Voucher you will be responsible for any costs for the Installation and Set-up Activities if you end the Agreement early, up to the value of the Voucher for which you were eligible. If you ask us to start the Installation and Set-up Activities straightaway, and you then cancel the Agreement during the cooling off period (detailed in clause 0), you will be responsible before any costs for any work we have undertaken between the time you asked us to start those Installation and Set-up Activities, and the date the Agreement is cancelled.
- 6.11 If we provide the Installation and Set-up Activities on the basis of a successful application under the Voucher Scheme and (a) the UK or Scottish Government for whatever reason refuse to honour the terms of any Voucher, or (b) you do not perform any activities, requests or obligations required of you under the Voucher Scheme, or (c) you end the Agreement early, we reserve the right to invoice you for the full amount of the Voucher you were eligible for and you shall pay in accordance with clause 13.

Terms & Conditions

7 PROVISION OF SERVICES

What we must do

- 7.1 Subject to you complying with your obligations under these General Conditions, we will:
- 7.1.1 aim to meet any dates specified in the Agreement and/or the Order Confirmation, but we are not able to guarantee compliance with any particular dates in delivering any Service under the Agreement;
 - 7.1.2 provide you with the Service in accordance with the terms set out in the Agreement and the Service Description, and we will aim to meet any applicable Service Levels;
 - 7.1.3 be entitled to sub-contract the whole or any part of the performance of the Service to any person provided that we remain responsible to you for the performance of the Service in accordance with the terms of the Agreement.
- 7.2 You are responsible for protecting your own devices against any Viruses, security attack or unauthorised use. We try to make sure the security features and antivirus software that we incorporate in our Service are effective, but you are responsible for installing your own anti-malware, firewalls and making back-ups of the materials on your devices, in case the originals are corrupted, deleted or lost.

8 SERVICE LEVELS

- 8.1 Unless we have said something different in the applicable Service Description, we aim to provide a continuous, quality, Service that is available for use twenty-four (24) hours a day throughout the Service Period. We will also use our reasonable care and skill to provide the minimum service levels as set out in the Service Description, including any applicable Service Levels. However, due to the nature of the Service and the Equipment used to provide it, we cannot guarantee that the Service will be available at all times.

If something goes wrong

- 8.2 If the Service is not available as set out in clause 8.1 above, the Service Description will set out what our we need to do, what we are responsible for and what our of our liability is under this Agreement or otherwise for lack of the Service. If you have a problem with a Service, it is unavailable, and/ or we have caused a problem, you may be entitled to some compensation as outlined in our Compensation

Terms & Conditions

Policy (available at www.gofibre.co.uk/compensation). There are some limits to this, as explained in our Compensation Policy.

- 8.3 We will not be responsible to you if the Services is not available because:
- 8.3.1 we have planned an outage (for example where we interrupt, change or temporarily suspend all or part of the Service for maintenance, fix a fault, or to comply with Law);
 - 8.3.2 there is any event outside our reasonable control affecting our ability to perform any of our obligations under the Agreement including act of God, insurrection or civil disorder, terrorism, war or military operations, national or local emergency, epidemic, pandemic acts or omissions of government, highway authority, industrial disputes of any kind (not involving our employees or those of our sub-contractors), fire, lightning, explosion, subsidence, inclement weather (such as storms), insolvency of a supplier, acts or omissions of persons or bodies for whom the affected party is not responsible (which shall include, but not be limited to, third party communication suppliers to us), restricted access to your Premises, third party equipment, or apparatus, supply chain issues (whether due to cost or unavailability of supplies), any other cause whether similar or dissimilar outside our reasonable control or other exceptional circumstances; or
 - 8.3.3 for any other reason set out in the Agreement where we have said we will have no liability.
- 8.4 Should a fault or issue with the Service arise you must tell us about by calling us on 08000 590 980 or emailing us at customer.service@gofibre.co.uk. The support available to you is as outlined in the Service Description.

9 CUSTOMER'S OBLIGATIONS

How you can use the Service

- 9.1 Each Service is for personal use by you and anyone at your Premises. You are responsible for how each Service and any Loaned Equipment provided to you by us is used. You agree to:
- 9.1.1 comply with our Acceptable Use Policy and ensure that any other user of the Service complies with our Acceptable Use

Terms & Conditions

Policy and you acknowledge that you shall be responsible for any and all use of the Services provided to you by us;

- 9.1.2 provide us with any documents, materials, assistance, data or other information ("**Customer Materials**") reasonably required in connection with each Service, including any information reasonably required by us prior to accessing the Premises to provide the Service (including information in relation to health and safety and the environment) without undue delay, and you will make sure that the information provided is accurate and complete;
- 9.1.3 complete any preparation activities that we may request to enable you to receive the Service promptly and in accordance with any reasonable timescales;
- 9.1.4 cooperate with us and comply with any reasonable requests we make to help us provide the Service;
- 9.1.5 do everything you can to keep your username and password private and stop anyone else from using them. You should also keep your bill and account details safe. If you think or know someone else knows your username, password or account details, you must tell us straight away and you should change your password as soon as possible;
- 9.1.6 use each Service in accordance with all applicable laws, regulations and rules in force in England and Wales, Scotland or Northern Ireland (as appropriate), and make sure that anyone else using our Service at your Premises does so as well;
- 9.1.7 undertake not, and not to allow anyone else to use, sublicense, transfer, disassemble, decompile, reverse engineer, modify or adapt any part of our Service or Loaned Equipment, (including any circuits, computer program or software, source code or underlying ideas forming part of the Services or Loaned Equipment).
- 9.1.8 undertake not, and not to allow anyone else, to do anything which may have a negative effect on:
 - 9.1.8.1 our systems, network, servers, brand, reputation or security;
 - 9.1.8.2 services, equipment or security of our other customers; or

Terms & Conditions

- 9.1.8.3 any other person's or business's systems, networks or security.
- 9.2 You must comply with any relevant licence terms relating to the use of any Software incorporated in the Service, provided that we have provided a copy of such licence terms to you.
- 9.3 If we reasonably believe that you have misused our Service, or have let anyone else misuse it, you might have to pay us for any damages or losses arising from actual or threatened legal claims, actions or proceedings, whether made by you or a third party. There are more details about this in our Acceptable Use Policy at www.gofibre.co.uk/polices. In addition to any rights we may have to suspend the Service to you according to clause 12, we may, when there is a serious breach of the Acceptable Use Policy, report you and provide your personal information, including your personal data, to the relevant law enforcement agency.
- 9.4 We shall not be responsible for any delay or interruption in the Service if the Customer Materials you are asked to provide are delayed, incomplete or inaccurate and we will be entitled to charge you for any additional services necessary as a result.

10 EQUIPMENT

- 10.1 The Loaned Equipment shall remain the property of us or our nominee at all times and we may modify, substitute, renew or add to the Loaned Equipment from time to time, at our sole discretion, provided that such modifications, substitutions, renewals or additions shall not detrimentally affect the supply of the Service to you. Where such modification would impact on the Service, then modifications will be carried out as a planned outage.
- 10.2 Where any Equipment is installed at your Premises you are responsible for ensuring at all times the proper use of the Equipment and make sure that Equipment is not lost, moved, stolen, damaged or tampered with. You will be responsible for any loss or damage to the Equipment pursuant to clause 10.3. In particular, you promise:
- 10.2.1 to comply with all reasonable instructions we tell you;
- 10.2.2 to provide and pay for suitable facilities and all necessary electrical and other installations and fittings (including power outlets or sockets) for the Equipment;
- 10.2.3 not to (and to make sure no other person will) sell, let, transfer, dispose of, mortgage, charge, modify, repair, service, tamper

Terms & Conditions

- with, remove or interfere with the Equipment or suffer any distress, seizure of, or execution to be levied against, the Equipment or otherwise do anything prejudicial to our rights in the Equipment;
- 10.2.4 to keep the Equipment at the Premises stationary at all times;
- 10.2.5 not to add to, modify, or in any way interfere with, the Equipment and to keep the Equipment in good repair and condition;
- 10.2.6 notwithstanding clauses 10.2.4 and 10.2.5, in the case of an Emergency, you agree to take whatever steps as are reasonably necessary to safeguard the Equipment and to notify us as soon as possible of the circumstances of such Emergency;
- 10.2.7 other than in the event of an Emergency, not to cause the Equipment to be repaired, serviced or otherwise attended to except by our authorised representative;
- 10.2.8 not to do anything or allow to subsist any circumstance, matter or thing, which is likely to damage the Equipment or detract from or impair its performance or operation;
- 10.2.9 not to remove, tamper with or obliterate any words or labels on the Equipment or any part thereof and in any event to ensure the Equipment can be identified as belonging to us or our supplier; and
- 10.2.10 to permit us to inspect or test the Equipment at all reasonable times and without notice in the event of Emergency.
- 10.3 You shall be responsible for any Miscellaneous Charges incurred by us in relation to any changes, relocation, re-activation and/or installation of the Equipment or Service which you request or required to deliver the Service. We will confirm this with you in advance of the work being performed. In the event you requests any changes to the Equipment or Service, we will confirm if such work constitutes a supplementary Service or feature and any associated Charges which will apply.
- 10.4 You acknowledge and agree that all the Apparatus and Loaned Equipment shall remain our exclusive property, and you will not gain any right, title or interest in or to the Loaned Equipment, unless we agree with you in writing that certain items (such as a router or wi-fi extender cable) for use in connection with the Services will belong to

Terms & Conditions

you from the date we deliver those items to you. We will not have any further liability in respect of those items once our Agreement ends.

- 10.5 If the Loaned Equipment no longer meets the relevant instructions, standards or Laws, we will try to replace or disconnect that Loaned Equipment, but this may not always be possible.
- 10.6 We will not be responsible for failure to meet any Service Level or other obligations under this Agreement to the extent that the failure is caused by Equipment found to be connected otherwise than in accordance with this clause.
- 10.7 You may receive certain Software in the Loaned Equipment at the point of we activate your Service, and other software programs we may deliver to the Loaned Equipment from time to time, which the Loaned Equipment may automatically accept. You are permitted to use this Software solely in executable code form and only in conjunction with the Loaned Equipment. You must not use any unauthorised software on the Loaned Equipment. Certain Loaned Equipment we provide to you may also be accompanied by separate Software intended for installation on other devices within your Premises. If you install this Software on such your devices, the terms of use of the Software will be governed by an end user licence agreement or such other terms that the owner of that Software specifies, which you must accept before you install the Software.

If there is a problem with the Equipment

- 10.8 If you think any of the Loaned Equipment is faulty or not as described, fit for purpose or of satisfactory quality, please tell us promptly by calling us on 08000 590 980 or emailing us at customer.service@gofibre.co.uk. Where the problem arises we will replace or repair the relevant item of Loaned Equipment, however, please note that we will provide to you will be the same as the warranty we are able to obtain from the manufacturers of the relevant Loaned Equipment.
- 10.9 You must return any faulty Loaned Equipment to us (in the packaging that we provide you with or, if we expressly agree otherwise, in the way in which we tell you), if:

you tell us it is faulty, or

we tell you it is faulty or needs to be fixed or replaced (for example, because it is out of date or needs an upgrade).

Terms & Conditions

- 10.10 If you return any Loaned Equipment because you think it is faulty, we may test it and if we don't find any faults, we may return it to you or replace it. If it is faulty we will repair or replace the Loaned Equipment free of charge, unless we consider (in our reasonable opinion) that you have damaged it (other than normal wear and tear).
- 10.11 If you have not returned any Loaned Equipment within 30 days of us giving you a replacement,
- 10.11.1 we may:
- 10.11.1.1 suspend or restrict your access to the Service until the Loaned Equipment is returned; or
- 10.11.1.2 ask you to pay Miscellaneous Charges (such as the Non-return Equipment Charge) and our costs for that Loaned Equipment;
- 10.11.2 we shall not accept any liability whatsoever in relation to or arising from the original Loaned Equipment.
- 10.12 Any replacement Loaned Equipment we send will be new or "as new" (which is refurbished by us).
- 10.13 As a consumer you also have other legal rights and remedies that apply in addition to any provided to you under this Agreement or common law. For information on your legal rights and remedies available to you as a consumer, please visit the Citizens Advice website at www.citizensadvice.org.uk.
- 10.14 Where we have agreed to transfer ownership to of any items to you according to clause 10.410.5, and such item is faulty then:
- 10.14.1 Up to 30 days following receipt of the item, if the item is faulty, then you can return the Equipment and receive an immediate refund.
- 10.14.2 Up to six months following receipt of the Equipment, if the Equipment cannot be repaired or replaced, then you are entitled to a full refund, in most cases.
- 10.14.3 Up to six years following receipt of the Equipment, if the Equipment does not last a reasonable length of time you may be entitled to some money back.
- 10.15 If you wish to exercise your legal rights in clause 10.15 you must return the item to us.

YOUR EQUIPMENT AND DEVICES

Terms & Conditions

- 10.16 Where you are required to provide any equipment to enable a Service to be delivered or used, you will be responsible for ensuring that equipment is programmed, equipped, compatible and connected for the operation of the Service and in accordance with our reasonable instructions. Where required, you will be responsible for ensuring the connection of this equipment to our systems.
- 10.17 To provide the Service, the Loaned Equipment (such as a router) must be connected to your equipment (for example a tablet or laptop). You are responsible for making sure your equipment works properly.
- 10.18 Where we need to set up any Service on your equipment you authorise us to have access to your equipment to perform such set-up (which may include the installation of software) and to check that the Service is working properly. You confirm that you will have prepared your equipment, and will follow our reasonable instructions (if required) to prepare your equipment, so that we can perform the set-up properly. It is your responsibility to keep back-up copies of any important data stored on your equipment prior to the set-up of the Service by us on your equipment.
- 10.19 You acknowledge that we shall not be responsible for the repair or maintenance of any equipment you provide unless this is delivered as part of a managed service and specified in the Order Confirmation. Any equipment you provide will be at your own risk at all times.
- 10.20 You must ensure that any equipment you provide is lawful and complies with all relevant applicable industry standards. You must disconnect any equipment you have provided if it does not, or subsequently stops being lawful or compliant with applicable industry standards.
- 10.21 We reserve the right to disconnect any equipment you have supplied if you do not fulfil any of your under this clause 10 or, if in our reasonable opinion, such equipment does not comply with any relevant Law or applicable industry standard or may cause the death of or any personal injury to any person, or material damage to property or materially impair the quality of the Service or any electronic communication service provided by means of our system.

11 MAINTENANCE

- 11.1 Unless otherwise stated in the Order Confirmation or the Service Description, we will provide such maintenance services for the proper functioning of the Services and, where appropriate, the switching and

Terms & Conditions

routing equipment supplied by us, as are reasonably required to provide the Service in accordance with the Agreement.

- 11.2 You must permit us or our agents to enter your Premises for the purpose of monitoring and maintaining the Equipment, provided we give you reasonable notice beforehand (except in an Emergency, when no advance notice is required).
- 11.3 If you detect any defect or impairment in the operation or performance of the Service, you must tell us about of the nature and extent of such defect or impairment. We will respond promptly after you tell us and shall make the corrections we consider necessary in accordance with any applicable Service Levels.
- 11.4 If we detects any defect or impairment in the operation or performance of the Equipment, we will notify you of the nature of such defect or impairment. You must, after receiving such notification, comply with our reasonable instructions.
- 11.5 Subject to clauses 11.1 and 11.6, charges for maintenance are included in the Monthly Rental.
- 11.6 We will be entitled to charge you and you will be responsible for paying our reasonable costs for any maintenance arising from any one or more of the following:
 - 11.6.1 misuse or neglect of, or accidental or wilful damage to, the Equipment where such misuse, neglect or damage is caused by you; or
 - 11.6.2 failure by you to comply with any of the provisions of the Agreement; or
 - 11.6.3 fault in, or other problem associated with your system, provided if any of the events referred to in this clause 11.6, we have given you reasonable written notice of our intention to charge such costs.
- 11.7 In the event that you prevent or delay the performance of maintenance services as described in the Agreement, we shall have the right to charge you all reasonable costs incurred by such delay or prevention.

12 SUSPENSION OF SERVICES

- 12.1 If you do any of the following things we may suspend the Service to you at any time:

Terms & Conditions

- 12.1.1 you fail to pay us the Charges in full or try to pay us in a way we have not agreed with you;
- 12.1.2 you (or someone else using the Service we supply to you) fail to comply with the Acceptable Use Policy;
- 12.1.3 you fail to do what you are required to do under the Agreement and / or seriously misuse the Service and then do not rectify this failure within a reasonable time or you cannot be rectify this failure (in other words, for any other reason where we are entitled to end the Agreement in accordance with clause 15);
- 12.1.4 you use the Service other than for your personal use (for example in relation to any trade, business or profession);
- 12.1.5 we are required to suspend such performance in order to comply with any Law or in line with any governmental department, emergency services organisation or other competent administrative authority, in which case we will try to minimise how long we have to suspend the Service for;
- 12.1.6 we have stopped or restricted a particular Service, or we cannot provide a Service (or part of it) anymore;
- 12.1.7 we suspect fraud or any other unlawful activity;
- 12.1.8 we suspect there has been, or likely to be, a security incident.
- 12.1.9 it is reasonable for us to do so to protect our network and maintain our services.

may also exercise any other rights or remedies that we are entitled to under Law or this Agreement.

- 12.2 In the event of an Emergency, we may at our sole discretion interrupt or suspend our obligations under the Agreement for as long as the Emergency lasts (but no longer), but we shall inform you as soon as reasonably practicable following the start of the interruption or suspension and try to minimise the period of such interruption or suspension.
- 12.3 If we suspend a Service we will tell you what steps if any need to be taken by you to restore it. If we suspend the Service because you have been at fault, you will be responsible for payment of any re-connection fee (to restart the Service) and you may have to:
 - 12.3.1 pay us the Charges for the Service while it's suspended, up until the suspension ends, and /or

Terms & Conditions

12.3.2 compensate us for all of our reasonable costs and expenses incurred in connection with the implementation of such suspension.

12.4 If you are at fault and we do not take action at the time, we can still decide to take action at a later date.

13 CHARGES

13.1 Our Charges describe the amount you need to pay us for supplying the Service to the Premises in accordance with this Agreement. You must pay us the Charges for each Service (whether you have used them or someone else does). We have set out details of your Charges on the Order Confirmation and details of our Standard Tariffs are available on our Website at www.gofibre.co.uk/priceguide.

13.2 Other than our rights described in clauses 13.5, 13.6 and 13.7, the Monthly Rental relating to the Service shall remain fixed during the Minimum Period.

13.3 Following the expiry of the Minimum Period, we shall be entitled to increase the Charges on giving you not less than one (1) month's prior notice. Any revised Charges shall become payable from the date set out in the notice we send you.

13.4 On top of the Monthly Rental (and any other Charges set out in the Order Confirmation), you may have to pay us for other things. Details of Miscellaneous Charges are available on our Website at www.gofibre.co.uk/priceguide. These may include our costs arising from (a) any visits to your Premises (for example to install, maintain and work on the Equipment or any small moves and changes), (b) you not keeping an agreed appointment with us (or our agents), (c) reconnecting your Service, (d) your interference with our Service or Equipment and the steps we need to take to rectify this, (e) if you pay the Charges late or if we're trying to retrieve money that you owe us, (f) leaving the Agreement early in line with clauses 3.6 or 16.1.2. We reserve the right to impose any of the Miscellaneous Charges and the right to increase such Miscellaneous Charges from time to time.

13.5 We are entitled to increase the Charges on 1 December each year of the Service Period, in line with the Consumer Prices Index ("CPI") plus 3.5%. If CPI is zero or a negative amount, we'll only increase the Charges by 3.5% in the relevant year. On 1 December each year we will take the CPI percentage announced in October of the relevant year by the Office for National Statistics (or successor body) and we will round this up to the nearest whole pence. Changes to the Charges will

Terms & Conditions

be published on our Website or notified to you from time to time. Where you buy more than one Service from us and each is subject to the price increase, the amount of the increase is calculated on each Service separately. If you receive a discount on your Charges, the increase will be applied to this discounted amount. For example, if you pay £25 per month and the CPI value is 1.6%, this will mean your monthly payment would increase by 5.1% (CPI value of 1.62% plus 3.5%) or £1.28. So you would pay £26.28 per month from 1 December.

- 13.6 If we are required to replace any Equipment as a result of changes in the Law, you may need to pay us our reasonable costs in replacing the Equipment.
- 13.7 We reserve the right to adjust the Charges by giving notice to you at any time before the contemplated delivery date due to (i) any factor that is beyond our control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other third party supplier costs or supply chain issues); or (ii) any request by you to change the delivery date(s), specification, quantities or types of Equipment or Services. In these circumstances we shall have the right to adjust the Charges accordingly or apply Miscellaneous Charges.

14 PAYMENT AND REVIEW

- 14.1 All Charges payable under the Agreement shall be payable in full by direct debit or bank transfer (BACS). We must receive the full invoiced amount no later than 30 days from the date of the invoice by us. The payment method will be set out in the Order Confirmation. You agree to pay us for the supply of the Service and for any other Charges that apply under the Agreement with us (including those in any extra conditions we've agreed with you). This includes any charges or debts you've built up which remain outstanding after your Agreement ends. Any part payment will not release you from your obligation to pay any outstanding Charges.
- 14.2 Any installation charges set out in the Order Confirmation shall be invoiced by us on the date the relevant Service is installed provided that we shall have the right (at our absolute discretion) to request that the installation charge is paid in full prior to the date of the installation. If it is necessary to install the Service on a different Premises (for example as a result of you moving home) or to relocate the Service at the Premises at any time, you will be required to pay Miscellaneous Charges. See clause 15 for more detail about moving home.

Terms & Conditions

- 14.3 All Charges set out in the Order Confirmation shall be invoiced by us monthly in advance and the first payment due under the Agreement shall be payable with effect from the Service Start Date.
- 14.4 All Charges payable under the Agreement shall be exclusive of VAT and you shall also pay us such additional amounts of VAT and any other taxes arising in connection with the Service provided.
- 14.5 If you fail to pay any amount due under the Agreement by the Payment Due Date, we shall be entitled to charge interest in respect of any such amount outstanding at the Interest Rate (whether before or after judgment) as at the Payment Due Date. Such interest shall be payable from and including the day after the Payment Due Date until and including the date of payment in full. Such interest shall accrue day by day and shall be compounded quarterly.
- 14.6 If we are unable to proceed with the delivery of the Service due to your fault, failure or acts or omissions and this prevents or delays the delivery beyond an agreed date, we shall have the right to invoice you for all additional costs incurred by us because of your fault or failure. In these circumstances, you must pay us within 15 days of the date of the invoice issued by us.
- 14.7 You agree not to cancel or amend any direct debit instruction without our prior written consent.
- 14.8 We may, at our discretion, set off any amounts we owe you against any Charges or other amounts owing to us from time to time.
- 14.9 We reserve the right to refer any unpaid Charges to a debt collection agency to collect payment, interest and any late payment charges on its behalf. You must pay our costs that are payable to the agency, who will add such costs to the total debt outstanding.

15 MOVING HOME

If you want to move your service during your Minimum Period you may have to pay a Miscellaneous Charge, in particular a home move fee as set out in our Standard Tariffs or enter a new agreement with us with a new Minimum Period.

If we can't provide you current Service at your new home, you can upgrade or downgrade the Service if is available in that area, without penalty.

If we can't provide any Service to your new home, you will have to pay early Termination Fees as set out in our Standard Tariffs.

Terms & Conditions

Other home move charges (such as fees for installing a new line) may also apply as set out in our Standard Tariffs.

16 TERMINATION

Reasons you may end the Agreement with us

- 16.1 You may end the Agreement or any relevant Service in the following circumstances:
- 16.1.1 at any time after Service Start Date on 30 days' written notice (from date we receive that notice from you), provided that you pay the outstanding Charges due to us and /or any Termination Fee in respect of that Service;
 - 16.1.2 during the cooling off period in accordance with clause 3.5 or at any time prior to the relevant Service Start Date, provided that if you have asked us to carry out any Installation and Set-up Activities and /or to provide the Service before the end of the cooling off period, you will have to pay us an Order Cancellation Fee (unless we decide (at our sole discretion) to waive such fees) and / or the relevant Charges for the Service you actually received up to disconnection of that Service. If we have offered a discounted installation charge on the basis of an ongoing subscription to the Service (and payment of the Monthly Rental) and you cancel, we reserve the right to recover the full cost of the work actually undertaken in respect of those Installation and Set-up Activities from you;
 - 16.1.3 if we are unable to provide the Service to the Premise in accordance with clause 5.13, although you will have to pay us an Order Cancellation Fee (unless we decide (at our sole discretion) to waive such fees) and / or any outstanding Charges due to us;
 - 16.1.4 if increases to our Charges or a change to the Service (and /or any service feature), or a change to these General Conditions has a material negative affect on you, in accordance with clause 21;
 - 16.1.5 if you wish to switch service provider in which case you must give us at least 30 days' notice, provided that you pay the outstanding Charges due to us and / or any Termination Fee in respect of that Service;
 - 16.1.6 if we withdraw a Service and we are unable to move you to onto our next best or a better Service. Alternatively, if the only

Terms & Conditions

Service available is at a higher Charge, then you can choose to continue to receive Service, without the higher charge for the remainder of the Minimum Period, but on the understanding higher charge will apply thereafter;

- 16.1.7 if there are regular, repeated, continuous or unusual faults with the Service and we agree that this is below the standard that you could reasonably expect, after we have made reasonable attempts to fix the problem;
- 16.1.8 if the broadband speed is below the minimum estimated in the Order Confirmation for more than 10 consecutive days and despite our attempt to fix the problem, we are unable to improve the download speeds to our Committed Data Rate within a reasonable period, you may end your Agreement with us in relation to the Service affected by the low speed (or where applicable choose to end some or all other Services linked or relates to the effected broadband line). This means you have the option to (a) end the broadband service on a standalone basis, or where applicable (b) end any closely related or linked Service and / or Loaned Equipment which forms part of a bundled package, or (c) end the bundled Services as a whole. In which case, we will not charge you any Termination Fee for ending the Agreement according to this clause 16.1.8. If you have agreed to retain the Service or bundled package of Services with us and you are aware of the Committed Data Rate speed is lower than expected, we will continue to charge you the agreed Charges for the Service;
- 16.1.9 if any action or proceedings under insolvency law is taken against the us or any arrangement or compromise with our creditors is made, or we cease to carry on our business or, suffer any execution or distress over its assets, or are subject to a voluntary or compulsory liquidation (other than for the purpose of reconstruction or amalgamation) or have an administrator or administrative receiver appointed; and / or
- 16.1.10 if we materially breach our obligations under this Agreement and we are unable to fix that breach within 30 days of you telling us.

Reasons either of us may end the Agreement with each other

- 16.2 Notwithstanding anything to the contrary in the Agreement (and without prejudice to any other rights that you or we may have), either

Terms & Conditions

Party will be entitled to end the Agreement by giving 30 days' prior notice to the other, if:

- 16.2.1 any licence granted to us for the provision of the Service is revoked or otherwise varied for any reason whatsoever and is not immediately replaced by a licence that would permit us to continue to provide the Service on the same terms and conditions as set out in the Agreement, in which case we will give you the maximum period of notice of termination that we can in the circumstances;
- 16.2.2 either you or we are prevented, hindered or delayed in performing an obligation under this Agreement, because of by matters beyond your or our reasonable control (as the case may be) and despite taking reasonable steps is still unable to continue to perform an obligation for a period exceeding three (3) months, provided that:
 - 16.2.2.1 the particular event causing the delay or failure has not ceased prior to the expiry of the 30 day notice period;
 - 16.2.2.2 you agree that this does not apply to your obligation to pay us and you will still be responsible for paying the Charges due under the Agreement.

Reasons we may end the Agreement with you

- 16.3 We may terminate the Agreement in relation to any Service without liability at any time prior to the Service Start Date, if:
 - 16.3.1 we are unable to provide the Services to the Premises;
 - 16.3.2 you fail any preliminary financial or credit checks or provides any incorrect or inaccurate payment details;
 - 16.3.3 if you become insolvent or we consider it reasonably likely that you will be unable to pay the Charges;
 - 16.3.4 if you materially breach your obligations under this Agreement and you are unable to fix that breach within 30 days of us asking you to correct it;
 - 16.3.5 for any reason and / or any other reason at its sole discretion.
- 16.4 We shall (without prejudice to our other rights and remedies) be entitled to terminate the Agreement by prior written notice to you:
 - 16.4.1 if you fail to comply with the AUP;

Terms & Conditions

- 16.4.2 if you fail to pay the Charges, any invoice or monies due or otherwise cancel payment for the Service without agreeing another form of payment;
 - 16.4.3 you become insolvent; or
 - 16.4.4 if of any fault or failure caused by the action or inaction of a third party supplier, and we are unable to appoint a suitable alternative supplier;
 - 16.4.5 if you and/or the owner and/or the landlord of the Premises, or loss of line of sight to the Equipment, prevents us from delivering the Service or you is unable to meet any conditions referred to in the Order Confirmation; or
 - 16.4.6 for any other reason at its sole discretion provided we give you at least 1 month's prior written notice.
- 16.5 The right to terminate the Agreement shall not have any effect on any other right or remedy of either you or us has in respect of any breach or any rights, obligations or liabilities accrued prior to the Agreement ending.

What happens when the Agreement ends

- 16.6 Upon the termination of the Agreement, you will immediately stop using the Service and we will refund to you the appropriate proportion of any Charges you paid in advance for any period after the Agreement ends (unless we have the right to set off for any payment that is due to us). This refund amount will be calculated as the amount you have already paid, less the amount you owe us (a) for using the Service, (b) work we have performed, or (c) any other Agreement between you and us. However, where the Agreement ends as a result of your fault or failure to do something you are supposed to do, we will not be liable to refund any Charges to you. If we terminate a Service because of your fault or failure then, in addition to payment of all outstanding Charges for Service rendered, you will also be responsible for paying us the Termination Fee in respect of the Service you received.
- 16.7 Other than in the circumstances outlined in clause 16.1.8 above, cancellation of a particular Service which forms part of a bundled package offer may affect the rate applied to the total Charge for the remaining Services, if you chose to continue parts of that package. We reserve the right to amend the Charges for the remaining Services in such circumstances.

Terms & Conditions

- 16.8 If the Agreement is terminated by us in accordance with clauses 16.3.3, 16.3.4 and 16.4 you shall pay us all outstanding Charges and sums that are due and payable to us under the Agreement, up until the end of the Minimum Period or the date we agree the Agreement will end (whichever is later). If we end the Service for any of the reasons listed in clause 12.1 and you're within the Minimum Period, you will have to pay a Termination Fee (in line with clause 13.4).
- 16.9 Any obligations on you or us under the Agreement, which are of a continuing nature and capable of surviving expiry or termination of the Agreement, shall continue in full force and effect notwithstanding such expiry or termination.

17 LIMITATIONS OF LIABILITY

Our responsibility to you for loss and damage

- 17.1 If our own negligence or that of our employees, agents or contractors while acting in the course of their employment causes death or personal injury, we accept responsibility and there will be no limitation on our liability. We also do not limit our liability for any loss or damage you incur arising out of our fraud or reliance on any fraudulent statement.
- 17.2 Except for those things we cannot exclude our liability for, as set out in clause 17.1, we will not be responsible for:

any loss or damage which is not reasonably foreseeable consequence of our negligence or breach of this Agreement. This means is not obvious that such loss or damage will happen or we could not have reasonably expected when we entered into this Agreement;

any business loss (including any purely financial loss or damage, such as loss of profits, revenue, contracts, anticipated savings, wasted expenses, income, business, opportunity, contracts or goodwill or loss of turnover) even if such loss was reasonably foreseeable;

any loss or corruption of, or damage to, computer software and/or data; or

any losses that are not our fault.

the accuracy, fitness for purpose, completeness or legality of any information accessed, received or transmitted using the Loaned Equipment or Service, unless we are the author or creator of this information or material, or for transmitting or receiving, or failure to transmit or receive, any material through the Loaned Equipment or Service.

Terms & Conditions

any failure of safety, security or other alarm systems or monitors due to (i) incompatibility with our network, (ii) power or network outages that are not our fault, or (iii) any other matters beyond our reasonable control or not due to our fault.

the contents of any material from other individuals or organisations which may be accessed through the Loaned Equipment or Service. We also reserve the right to block access to any such material.

any of your dealings with other individuals or third party organisations while using the Loaned Equipment or Service (for example subscription based streaming services such as Netflix or Amazon Prime, or ordering goods or services over the Internet). We will not be liable in any way for any loss, costs or damage you have to pay for.

Subject to clause 17.1 and 17.2, if you have a demonstrable financial loss or damage as a direct result of something we have done, our maximum liability to you or any third party:

for loss of or damage to your physical property arising from our negligence, for which we are liable for up to a maximum of £50,000 in any 12-month period or due from you in the calendar year in which the event which caused your loss happened, for any one event or series of connected events in that calendar year; and

for any other claims arising from, or in connection with, the Agreement (or that we're responsible for by Law) and are not excluded by any of the categories set out in clause 0 to 0, shall be equal to 12 months of your Monthly Rental charge due from you in the calendar year in which the event which caused your loss happened, for all events in that calendar year.

17.3 This clause 17 shall survive termination of the Agreement.

18 INTELLECTUAL PROPERTY RIGHTS

18.1 We and any of our licensors retain title to and ownership of the Software for the Loaned Equipment we provide to you and all Intellectual Property Rights in and on that Loaned Equipment, in or arising from our provision of the Service to you. Provided you pay us the Charges you can use our Intellectual Property Rights for the sole purpose of receiving the Service for your personal use. Any Third Party Software that we provide to you is subject to a separate licence from a third party on the terms they specify, which you must adhere to. The licence granted or procured under this clause 18.1 shall terminate immediately on termination of the Agreement.

Terms & Conditions

19 HOW WE USE YOUR DATA

- 19.1 We need to collect certain information about you in order to supply you with energy and manage your account. We take the protection of your personal data very seriously and want you to feel comfortable with how it's used. We will use your personal data in line with Data Protection Legislation, as outlined in our Privacy Notice at www.gofibre.co.uk/policies or more information about how your data is collected and used.
- 19.2 To enable us to provide high quality service and the best customer support, we may monitor:
- 19.2.1 phone conversations you have with us and record those conversations,
 - 19.2.2 any content or material you transmit or download over our network, including email and internet communications, where required by law or an enforcement authority (such as Ofcom), or as part of any actual or potential criminal or suspected fraudulent activity.
- 19.3 In addition, we may monitor and control data volume and/or types of traffic transmitted via the Service and/or Loaned Equipment.

20 TRANSFERRING OUR RIGHTS

- 20.1 We can transfer any of our rights or obligations under this Agreement without your permission. That person will be our successor and will take on the rights and responsibilities of this Agreement as if they had originally taken out the Agreement with you. We will be released from all of our responsibilities under the Agreement and from then on you will deal with the successor. This may include an insolvency practitioner appointed to manage an administration. You must not transfer your rights or obligations under this contract to anyone without our permission.
- 20.2 We reserve the right to, and will often from time to time at our discretion sub-contract our obligations under the Agreement to third party sub-contractors.

21 CHANGES TO THE SERVICE OR THIS AGREEMENT

- 21.1 We may amend these General Conditions and/or any service specific conditions in the Agreement at any time. If we do, we will notify you in writing and the Agreement shall be amended accordingly with effect from the date that we notify you. If the amendments are not required by law and the changes proposed has a material negative

Terms & Conditions

affect on the Service you receive, you may end the Agreement for any affected Service, but you must tell us by calling us on 08000 590 980 or emailing our customer services us at customer.service@gofibre.co.uk within 30 days of us notifying you of the amendments or the date they have been published online (whichever is latest). If you don't tell us within this period, we are entitled to assume that you have accepted our amendments to the Agreement.

- 21.2 If you end the Agreement, as described in clause 21.1, you may have to compensate us because you are ending the Agreement early (for example a Termination Fee) unless we expressly agree (at our sole discretion) to waive such fee.
- 21.3 We may for operational reasons introduce service features and/or process changes and/or change the way in which the Service is delivered, provided such changes do not have a material adverse effect on the performance or provision of the Service.
- 21.4 You may add to or reduce your Service from time to time by contacting our customer services team by calling us on 08000 590 980 or emailing us at customer.service@gofibre.co.uk. If you ask us to:
- 21.4.1 add an extra Service or upgrade the Service (for example increasing your broadband speeds), you agree to accept such additional terms or conditions which apply to that Service or bundles for at least the Minimum Period that applies to it and to pay any additional Charges that apply for that Service or feature.
 - 21.4.2 reduce your tier of Service (for example reducing your broadband speeds) or remove a Service within the Minimum Period, provided that:
 - 21.4.2.1 you return any Equipment we provided to you as part of the original Service (including any introductory offer) if we ask you to, and we reserve the right to charge you in we think that Equipment is worth less than its original value, as a result of your use or damage (beyond ordinary wear and tear).
 - 21.4.2.2 pay an Miscellaneous Charges, such as an early disconnection fee, if we ask you to. This will be calculated based on the remaining length of the Minimum Period and the applicable Service being

Terms & Conditions

reduced. You must give us 30 days' notice and pay any applicable Charges (including Monthly Rental charges and any Miscellaneous Charges) up to the end of that 30 day notice period. Any changes to the Services under this clause do not give rise to a new Agreement, even if you agree a new Minimum Period.

- 21.5 We may withdraw your chosen Service for commercial or operational reasons or if we are unable to continue providing it for matters beyond our reasonable control. Other than our rights relating to the Charges in clause 13.5, 13.6 and 13.7, if we decide to withdraw the Service we will move you on to our nearest equivalent or better current package, unless you ask us to move to another more expensive Service package. If the package we have decided to remove causes the Charges you pay to increase, we will also give you notice of the change(s) at least 30 days before the changes take effect and you may cancel the Service affected in accordance with clause 16.1.2 without paying a Termination Fee.

22 GENERAL

- 22.1 The Agreement and any documents referred to in it supersede any previous agreements between you and us relating to the provision of the Service.
- 22.2 Except as set out in this Agreement, a variation of the Agreement is valid only if it is in writing and agreed by us.
- 22.3 The Agreement is between you and us and no other person shall have any right to enforce or rely on its terms, nor will the consent of any third party be required in order to end the Agreement or make any changes to its terms.
- 22.4 We can enforce any of our rights under this Agreement even if there's a delay in doing so, for example, if there's a delay in us making a demand for any money you owe us.
- 22.5 Any delay in exercising your or our rights or remedies under this Agreement, will in any way release, discharge or otherwise affect the liability of the other Party under the Agreement.
- 22.6 The clauses in this Agreement all apply separately so if any court or authority, for example Ofcom, tells us that a certain clause or a part of a clause is unenforceable, the rest of the Agreement will still apply.

Terms & Conditions

22.7 If you receive any information from us (or someone acting on our behalf) which might reasonably be confidential to us, you will not tell or show it to anyone else. You can only use such information to carry out your obligations under your Agreement with us.

23 NOTICES

If we need to contact you, invoice you or give you a notice for any reason in connection with the Agreement, we will deliver it to you by e-mail, to the email address that you have specified in the Order Confirmation or given to us. You can contact us calling us on 08000 590 980 or emailing us at customer.service@gofibre.co.uk if you have any queries or concerns about your Agreement with us. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action. If you want to write to us, or if any paragraph in these General Conditions requires you to give us written notice, you can do this at: GoFibre, Customer Services, Floor 8, Exchange Tower, 19 Canning Street, Edinburgh, EH3 8EG; or emailing us at customer.service@gofibre.co.uk.

24 RESOLUTION OF COMPLAINTS AND ANY DISPUTES

24.1 If you are unhappy with the provision of the Service our Customer Complaints Policy sets out the process for submitting a formal written complaint and how we deal with any complaints. You can read our Customer Complaints Policy at www.gofibre.co.uk/policies, or you can ask us to send you a copy.

24.2 If there is a delay in providing you with the Service, a delay in repairing the Service or we have missed an appointment that we arranged with you in connection with any Installation and Set-up Activities, you might be entitled to automatic compensation. You can find further details about this (and any exclusions that might apply) in our Compensation Policy available at www.gofibre.co.uk/compensation.

24.3 In the event of any complaint or dispute arising out of the Agreement, you agree that both you and us will aim to resolve the matter in good faith. We will try our best to resolve any complaint or dispute you have. If we can't, you can refer the matter to a dispute-resolution service to get an independent opinion. More details are given in our Customer Complaints Policy.

24.4 If after eight weeks (from receiving your complaint) we cannot resolve the issue or agree a solution to your complaint and we haven't already agreed in writing (within those eight weeks) to refer the dispute to an independent adjudicator, you can refer the issue the Ombudsman for 'alternative dispute resolution'. You can do this by contacting the

Terms & Conditions

Ombudsman, free of charge, at <https://www.ombudsman-services.org/> or by phoning 0330 440 1614.

25 GOVERNING LAW AND JURISDICTION

The Agreement and any dispute or claim (including non-contractual disputes or claims) is governed by and construed in accordance with the law of Scotland. Wherever you live, you can bring claims against us in Scotland. If you live in England, Wales, or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

Date:

Terms & Conditions

31/05/2022