

42 Fibre Terms & Conditions

42 Fibre Limited is incorporated in England with Company registration number 15943207. Our registered office is at Bowden House, 36 Northampton Road, Market Harborough, Leicestershire. LE16 9HE.

You are a Business Customer; the name and contact details and the signature on the Service Agreement Form belonging to a person authorised to enter into contracts for your business and accept liability to pay our charges. The address for stated on the Service Agreement Form is the location where our service will be activated for use. If your registered office is at a different location, please specify this.

You can contact us by telephoning our customer care team on 0800 999 1942 or by emailing us at info@42Fibre.co.uk or by using the form on the 'Contact' page of our website.

1. Contract agreement

1.1 The Service Agreement Form which you complete describes the details and prices of our services which you require. You accept that by signing a Service Agreement Form you have placed an order with us for that service according to these terms and conditions.

1.2 Our acceptance of your order will take place when we email your order confirmation at which point this Contract will commence. This Contract consists of the following documents (which apply in this order of priority):

(a) the Service Agreement Form

(b) these terms and conditions

(c) the Service Level Agreement: Business working hours, Monday – Friday 09.00 – 17.00

1.3 All orders are accepted subject to the availability of our fibre service and our installation service and to these terms and conditions.

1.4 No terms, conditions or limitations put forward by you shall be binding on us.

1.5 You accept that these terms together with the Service Level Agreement and the details stated on an accepted Service Agreement Form constitute the entire understanding between us and supersede any prior promise, representation, undertaking or understanding of any kind.

2. Service Activation

2.1 If you have placed an order before the Internet Service Providers (ISP) network is live in your area, we will keep in touch to let you know about the progress of their work. We will let you know once the fibre in your area is live.

2.2 Once the service is installed at your property, or where you have taken over a property with an existing installation, we will activate your service. As soon as we have activated your service, (your 'Activation Date'), we will commence charging for our service in accordance with clause 3 below.

2.3 Other Installation Service: Once your order is confirmed we will dispatch the Router (if required) for you to arrange your own installation. On your Activation Date, we will commence charging for the service in accordance with clause 3 below. If you do not connect and activate your service and we have not agreed an alternative Activation Date with you in writing, we will end the contract and we may charge a cancellation fee equivalent to the

remaining charges for the Minimum Term and require you to return the Installation Kit to us immediately.

2.4 The ISP provides services over apparatus (fibre optic cables and related equipment) which is placed in the public highway and in private property using rights granted to them under the part of the telecommunications legislation known as the Electronic Communications Code.

2.5 You accept that when the apparatus was installed at your property in order to connect your property to the network, a permanent Wayleave was granted to the ISP under the Electronic Communications Code. This permits the ISP to place apparatus on your property and permits them to keep it there and maintain it. You should ensure that any future purchaser or occupier of your premises is made aware of the existence of this Wayleave and the position of the apparatus.

3. Our charges and your payments

3.1 The amount you pay for the service depends on the level of service you have ordered and is shown as on your Service Agreement Form, payable in advance either annually or monthly. Payment of all charges under any Service Agreement Form must be made by direct debit and be made in full and free from any deductions, rights of set-off, counterclaims or liens. The Service Agreement Form also sets out the amount payable for installation (where applicable) and is in addition to the charges for the broadband service.

3.2 You agree that you will be tied in to accept and pay for the broadband service for a Minimum Term commencing on your Activation Date. The Minimum Term which applies to your contract is shown on your Service Agreement Form.

3.3 We review our charges annually and any price changes take effect from 1st April each year. Any increase in price will be limited to 3.9% above the Retail Price Index in October of the year prior to the April in which the increase takes effect. We will give you at least one month's notice of any changes to our prices and you will be entitled to contact us to terminate our Contract in the event that you do not agree to accept our price changes.

3.4 VAT will be added to the charges shown on the Service Agreement Form at the applicable rate. If the rate of VAT changes between your order date and the Activation Date, or during the time we are supplying services to you, we will adjust the rate of VAT that you pay and show this on your bill.

3.5 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.

3.6 If you do not pay us for our services when payment is due and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts.

3.7 If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 10% 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.

3.8 If you think an invoice is wrong, please contact us promptly to let us know and we may exercise our discretion not to charge you interest until we have resolved the issue.

3.9 You must provide us with a valid and current email account to enable us to provide access to our customer portal and our e-billing service to you. We will do our best to ensure that access to our system is not disrupted, and we may decide at any time to make changes to the customer portal at our discretion.

3.10 If you become aware of any fraud, you must tell us immediately. You should not give the login details or your password to the customer portal to anyone else. If your password becomes known to any other person, you must immediately tell us, and the password will be changed. We may change your password from time to time for security reasons without prior notice.

4. Using our service

4.1 We warrant that we are a vendor for the ISP that has the authority to provide the service as set out under the terms of this Contract and that they will provide the services in with reasonable care and skill and in accordance with good industry practice.

4.2 The router, wall box and drop cables supplied to you to connect the ISP's service remain our property. You are responsible for maintaining all the equipment we supply to you in good order. We will not repair or replace faulty routers but if, in the reasonable opinion of the ISP's engineer, the drop cables or wall box may be replaced or repaired.

4.3 If there is a fault on the ISP's network, they will do their best to diagnose and repair it within 8 business hours.

4.4 There is no guarantee of fault-free performance. Due to shared use of networks and factors outside our control such as access to 3rd party content and services your internet access availability and speed of the service may vary from time to time. In addition, the speed, and limitations of your equipment (your router position, wall thickness, device capability etc) may affect the actual speed that you experience. We do not warrant, represent, or guarantee in any way whatsoever that the equipment we supply, or the service will be virus-free, worm-free, spam-free, or inaccessible to malicious code or malignant third parties.

4.5 You agree to abide by our Acceptable Use Policy. You may only use the network for lawful purposes. You agree that the ISP may intermittently monitor your services including data volume and type of traffic (whether authorised by statute or other legislation or otherwise) to ensure lawful use and to assist their traffic management. If you use the network improperly, negligently or in a way which interferes with other customer's use of the network, we may exercise our right to suspend your use of the network (see clause 5 below) or end our Contract (see clause 7 below). The ISP may immediately remove any material placed on their servers by you or other users which breaches this contract or is otherwise harmful to other interests or the interests of other customers.

4.6 You agree that you are liable for all use of the ISP's service, whether you gave your permission or not. For example, if someone has access to your broadband service, we would consider them to be within your control and you could be liable for unlawful use such as illegally downloading or transmitting copyright material. You should only allow access to your wi-fi and network to people you trust, and you must accept responsibility for their use of our services.

4.7 You agree to take responsibility for all liabilities, claims and losses which are in any way connected with misusing the Services supplied under this Contract, and you agree to indemnify us if we suffer any losses because of your misuse of the ISP's service.

5. Non-availability of service

5.1 The ISP will use reasonable endeavours to carry out necessary maintenance and support work outside of business hours. We will try to give you, by email prior to such work being carried out, although this may not always be possible if the problem is urgent or an emergency.

5.2 If we suspend the supply of your service because:

- (a) you fail to pay our charges when they are due;
- (b) you misuse the network or do not comply with the acceptable use policy (see clause 4);
- (c) you break our Contract in any way, or any laws which apply to the use of the ISP's network; we will not be liable to you for the loss of service and we will charge you for re-activating your service at the end of the period of suspension.

6. Limitation of liability

6.1 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 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.

6.2 We have no control over the data which passes to or from you over the internet, and we are not responsible for any loss or damage to that data, and we are not responsible for any loss or damage to your own equipment caused by the use of the ISP's service to access the internet.

6.3 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. Except as expressly set out in these terms all warranties, terms and conditions, whether oral or written, express or implied by statute, common law, or otherwise (including but not limited to any warranties, terms and conditions of fitness for purpose, description or quality) are hereby excluded.

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

6.5 We are not liable to you for any loss or damage you suffer that is not foreseeable or which arises from an event beyond our reasonable control. In the case of suspension of service due to the fault of the ISP, your sole remedy is the payment of a pro-rata refund for each event that results in a loss of service, and only for that period. Subject to clauses 6.1 – 6.4 our liability for all other claims arising under this Contract (whether such liability arises due to negligence, breach of contract, misrepresentation, or for any other reason excluding fraudulent misrepresentation) is limited to the net amount you have paid in charges in the 12 months preceding your claim.

7. Termination of this Contract

7.1 This Contract will remain in force for the duration of the Minimum Term and thereafter can be terminated by either party giving to the other 3 months' notice in writing (such notice not to expire before the end of the Minimum Term). If you terminate during the Minimum Term, other than for a material breach by us (clause 7.3) below we are entitled to charge you a cancellation fee equivalent to the remaining charges for the Minimum Term.

7.2 Either party may terminate this Contract forthwith if an order is made or an effective resolution passed for the liquidation, winding up, dissolution or bankruptcy (other than by way of members' voluntary liquidation or pursuant to any amalgamation or reconstruction on mutually agreed terms) of either party or a receiver, administrative receiver, administrator or

trustee in bankruptcy is appointed over all or any of the revenues or assets of either party.

7.3 Either party may terminate this Contract immediately by giving notice in writing to the other party if the other party commits a material breach of this Contract and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from the other party so to do, to remedy the breach (such request to contain a warning of other party's intention to terminate).

7.4 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.

7.5 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.

8. Privacy & Data Protection

8.1 We will use the personal information you provide to us in accordance with our Privacy Policy which is available for you to read on our website:

- (a) to supply the services to you;
- (b) to process your payment for the services;
- (c) to provide you with service information and updates, including information about temporary problems with our network;
- (d) to enable us to administer your account, for customer services, tracking use of the services (including processing usage, billing, viewing and interactive data), profiling your usage and purchasing preferences for so long as you are a customer and for as long as is necessary for these specified purposes after our Contract ends; and
- (e) to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us.

8.2 We may occasionally use third parties to process your personal information in the ways outlined above. These third parties are permitted to use the data only in accordance with our instructions and in compliance with all applicable laws and regulations. If we do use 3rd parties to process your data, we will put a contract in place to ensure that your information is properly protected.

8.3 We may monitor and record phone conversations which you have with us so that we can shape our training and compliance.

9. General Terms

9.1 We may transfer our rights and obligations under these terms to another organisation. You may only transfer your rights or your obligations under these terms to another person or entity if we agree to this in writing.

9.2 We have the right to vary these terms or the terms of the Service Level Agreement from time to time on giving you at least 30 days' notice in writing.

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

9.4 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.

9.5 These terms are governed by English law and both parties agree that the courts in

England and Wales shall have exclusive jurisdiction to settle any dispute of claim arising under or in connection with this Contract.