Terms & Conditions v.4

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FibreNest Terms & Conditions for the Residential Broadband Service

Please take a few minutes to read the terms & conditions fully. They form a Contract between you and FibreNest for the Services which FibreNest provide. References in these Conditions to "we" or "us" shall be read as references to FibreNest.

We will provide the Service or Services under the Contract in accordance with these terms & conditions ("Conditions"), the Contract Summary, the Contract Information and the Price List. Together they constitute your Contract for Services from us. Your Contract is also subject to our Fair Use Policy, Acceptable Use Policy, Code of Practice, Traffic Management Policy, Vulnerable Persons Policy and Privacy & Cookie Policy, and any other FibreNest policies, as amended from time to time and published on the website.

In these Conditions, we refer to the Services. However, where you opt to purchase a single Service from us, the references to Services in these Conditions should be read as applying to that Service. By using the Services provided by us, you agree to abide by the Contract which governs the Services, our obligations and yours, as amended from time to time.

The definitions within Annex A shall apply to the Contract subject to the following Conditions.

1. Our Services

1.1 We will provide you with the Broadband Service and/or the Telephony Service in accordance with this Contract and as set out in the materials we provided to you when you purchased the relevant Service.

1.2 The Telephony Service includes the ability to make and receive telephone calls to/from domestic and international telephone numbers and Line Rental.

1.3 The Broadband Service is available at various Transmission Speeds, for example 500Mb, as described in the materials we provided to you when you purchased the relevant Service. Different Charges apply for different Transmissions Speeds. For more details, please see our Price List.

1.4 The Services are intended for domestic and personal use only. As the Services are not provided for business/ commercial use, we accept no liability for any loss which results from such use.

1.5 The Services will be provided to the residential address that you give to us. You can have one Service subscription per house.

1.6 The Services are only available within our Network footprint, which means it is only available at certain Persimmon Group Developments, at properties to which the Network has been built. Should we be unable to provide our Services to your address or need to carry out additional installation works before we can provide the Services to you, we will inform you as soon as is reasonably practicable after you place the Order.

1.7 To enter into a Contract with us, you must have the authority to register and place an order for the Service at your address and you must be 18 years old or over. You agree that the details you provide us with are complete, true and accurate. You are required to update us of any changes to your account information (including your email address) throughout the duration of your Contract.

1.8 As part of the registration and Order process, we reserve the right to carry out a credit check on you. We may refuse to provide the Services or limit the Services provided to you to on the basis of that check.

1.9 The Services will be provided to you for an initial Minimum Term. Once the Order has been placed, we will send you an email which will confirm whether your Order has been accepted and advise you of the Commencement Date of the Services and other important information about the Services.

1.10 If, at any time during your Minimum Term (or if you are outside your Minimum Term), you wish to upgrade your Services you must do so by contacting Customer Services. We will arrange the upgrade as soon as is reasonably practicable but will endeavour to complete this request within two working days (excluding Public and Bank Holidays).

1.11 When we provide you with the Services, we will use the reasonable skill and care of a competent service provider, but it is impossible to guarantee that the Services will never be faulty. In all cases where a fault is due to circumstances or situations beyond our reasonable control, we cannot accept responsibility for failure to provide the Services.

Availability of the Telephony Service

1.12 You will be able to make and receive voice calls to other telephone numbers and access the emergency services using 999 or 112 using the Telephony Service. You accept that – subject to our regulatory obligations - if there is a power cut or a Broadband Service failure you will not be able to access Telephony Service which means you will not be able to make or receive telephone calls or call emergency services. Service failures may be caused by reasons outside our control.

1.13 You can use the Telephony Service to make international calls. However, calls to some or all international or premium rate numbers may be barred. Please refer to the Price List for details. If you need more information on making international calls and access to premium rate numbers, please contact Customer Services.

1.14 We may be able to restrict access to particular types of telephone numbers in order to help you manage your bill. Should you wish to limit your Telephony Service in this way, please contact Customer Services.

1.15 You cannot elect to use indirect access codes (i.e. codes which are dialled ahead of dialling a phone number to facilitate using another service provider) for some or all of your calls. If you endeavour to use such codes, we reserve the right to restrict or disconnect your Services.

1.16 You accept that you do not own any telephone number we make available to you under the Contract. You may request us to 'port' your number from another communication provider and we will try to do this wherever it is reasonably practicable. However, you accept that this may not always be possible. In these circumstances, we may have to provide you with a new number. We will notify you before we change your telephone number.

1.17 Should you wish to change the telephony number provided to you by us, you may request this change by contacting our Customer Services (see the Contact Us section for details).

1.18 Part of your Telephony Service includes additional features that may include functionality from time to time such as Call Forwarding, Call Routing, Caller Display and Voicemail to email. For a full range of these features, please see the Website. You can activate any of these features by contacting Customer Services.

2. Using the Services

2.1 By using the Services, you agree that your use of the Services, or anyone who uses the Services at your address, must comply with any relevant laws and/or regulations that apply and in accordance with these Conditions. You also agree to any changes we may make to the Contract, the Charges and/or the Service in accordance with Condition 8.

2.2 You will be registered as the primary user, but you are permitted to nominate additional users to manage your account, provided they have your consent.

2.3 If you permit others (including minors) to use the Services, you are responsible for their use of the Website and Services.

2.4 You are responsible for ensuring that your account details and password remain secure – you are responsible for their use. This means that if you advise anyone of your account details and password, you will be liable for any additional Charges incurred by them. If you know or suspect that your account details and password have been compromised, or if you suspect or become aware that there has been a security breach, you must tell us immediately. In those circumstances, you must ensure that your password is changed as soon as possible.

2.5 You must comply with any instructions we give you about the Services and you acknowledge that we, our authorised contractors or our agents, may give you instructions from time to time which we (or they) believe are necessary for health, safety or the quality of the Services provided to you by us.

2.6 You, and anyone authorised by you to use the Services, must not use the Services:

a) To make any calls using the Service, or send any messages or communications, that are offensive, abusive, defamatory (damages someone's reputation), obscene, menacing or illegal;

b) To cause annoyance, nuisance, inconvenience or needless worry to, or interfere with the rights of, any other person;

c) To perform any illegal activity;

d) To break, or try to break, the security of anyone else's equipment, hardware or software;

e) To deliberately receive, use, own, post, transmit or publish obscene material (including, but not limited to, child pornography);

f) To upload, post, publish or transmit any information or software that is protected by copyright or other ownership rights without the permission of its owner;

g) To copy or distribute any software that we provide (but you may make a backup copy of any software that we provide for your personal use);

h) To harm the service of another user or impersonate another user, whether on our Network or external to our Network. You acknowledge that we may change your Internet Protocol (IP) address from time to time without giving notice;

i) In a way that violates our Network's security or any third party system or network security by any method, including (i) unauthorised access to or use of data, systems or network, including any attempt to probe, scan or test the vulnerability of a system or network; (ii) unauthorised monitoring of data or traffic on any network or system without express authorisation of the owner of the system or network; or (iii) unauthorised interference with any user, host, system or network without the express authorisation of the owner of the system of network;

j) To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

k) To run open mail relays or open web proxies or similar services that can allow unknown third parties to use your connection to (possibly) commit unlawful acts without your knowledge or control;

l) To modify identifying network header information in order to deceive or mislead;

m) To intentionally impair or attempt to impair, without authorisation, the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data;

n) To prevent legitimate users from using or enjoying the benefit of the Services or any other similar service, including but not limited to, attempts to 'flood' the Network or to disrupt users from connecting to, accessing or using the Services; or

For the purposes of intrusion, or attempts to intrude, into the equipment and systems of any third party, or the mounting of any harassment campaign.

2.7 This list is not exhaustive and any act which adversely affects the FibreNest Network may result in FibreNest taking action to suspend or terminate your Contract in accordance with Condition 6 below.

2.8 We reserve the right to investigate any suspected violations of this Condition 2.

2.9 We may modify or temporarily suspend the Services, or part of it, to the extent necessary for us to carry out maintenance, technical repair, enhancement or emergency work. We will try to minimise the impact of this on your use of the Services and we will restore the Services to you as soon as we can. Where possible, we will endeavour to notify you of such activities in advance.

2.10 We make every effort to ensure the security of your communications when you're using the Services. You are advised that IP-based communications are inherently insecure. Unless you take additional security measures, there is a risk that your communications may be unlawfully intercepted or accessed by those other than the intended recipient. For example, your communications will pass over third-party networks over which we have no control. The Broadband Service enables you to access the World Wide Web. You agree that we are not responsible for your use of any third-party content or services accessible via the World Wide Web.

2.11 If you use the Services to access third party content and services, you agree that you are responsible for protecting your personal information and electronic equipment from viruses and malware, and you are responsible for adhering to any applicable policies for those services and websites.

2.12 Our Services are provided to many customers and we owe them a duty as a whole to preserve our Network integrity and to avoid Network degradation. To protect our Network and maintain quality of service for all our users, in accordance with the Traffic Management Policy, we can temporarily or permanently control or restrict your online activities where such activities may have a detrimental effect on other customers' quality of service and it is reasonable for us to do so, e.g. sending 'spam' messages, file sharing or hosting a website.

2.13 In accordance with the Traffic Management Policy, we reserve the right to monitor and control data volume and/or types of traffic transmitted via the Services. In the event that you, or any person at your address that uses the Services, does not comply with this Condition, we reserve the right (at our sole discretion) to reduce, suspend or terminate your Services in accordance with Condition 6.

2.14 During any time of reduction or suspension, your Contract will continue and you shall reimburse us the costs and expenses reasonably incurred in restricting the Services and/or recommencing it (please see the Price List for the details). If we restrict your Services, we will not recommence them until you confirm that you will only use the Services as agreed in your Contract. If we exercise this right to restrict your access to the Services, it will not affect our right to terminate your Contract under Condition 6.

2.15 If we restrict your Telephony Service for any reason, in accordance with these Conditions, you will not be able to receive any incoming calls or make any outgoing calls (except for emergency calls).

2.16 If you wish to use a router or any other equipment that we have not supplied to you in order to access the Services, we cannot guarantee that the Services will work and we will not provide technical support in relation to the same.

2.17 We recommend that you install your own security software on your personal devices, computers and laptops, as we do not provide anti-virus software as part of the Services. FibreNest is not responsible for any consequences of your failure to employ appropriate security measures to prevent unauthorised access by any third party to the Services.

2.18 The Transmission Speed is the maximum potential speed of your Broadband Service. We do not guarantee the Transmission Speed and the Transmission Speed estimated at point of order may be different to what you actually receive. Please note that "upload speeds" will always be slower than "download speeds". We can provide further details upon request. Your browsing experience is dependent on a range of factors, such as the response times of the web pages you are accessing. For more details about the Transmission Speeds offered, please see the materials we provided to you when you purchased the relevant Service

3. Using the equipment

3.1 If you take the Broadband Service, we will provide and install FibreNest Equipment (including the Router) at your property for the provision of that Service. If you only take the Telephony Service from us, we will still need to install equipment (including the Router) at your address; however, we will not provide you with a telephone handset for use with the Telephony Service.

3.2 Where you are purchasing a new build home, we will endeavour to ensure that FibreNest Equipment is properly installed at your home before you move in. Where we will not be able to complete the installation before you move into your home (i.e., the Commencement Date for the Services is set for a date where you are already livingat your property); you agree to allow us access to your property to install the FibreNest Equipment. We will always try to take account of any requests regarding where we install the FibreNest Equipment at your address; however, for technical reasons, this may not always be possible.

3.3 Once the FibreNest Equipment is installed at your property, you agree that you are responsible for any loss of or damage to the FibreNest Equipment, regardless of how it happened. This FibreNest Equipment remains the property of FibreNest at all times. We will charge you for any loss of, or damage to, the FibreNest Equipment in

accordance with the Price List. FibreNest Equipment should be returned to us in accordance with Condition 6.7 below.

3.4 You must comply fully with the reasonable installation instructions and advice that we provide to you in relation to the FibreNest Equipment provided. You must not modify, or in any way interfere with, the FibreNest Equipment we provide you with. You must not allow any alterations or repair to be conducted by you or a third party to the FibreNest Equipment, unless it has been authorised by us.

3.5 If you use or connect your own equipment, you are responsible for ensuring that if it connects to our Services, it is in good working order and conforms at all times with all applicable regulations and laws. You are responsible for taking appropriate measures to keep your equipment and data secure when it is connected to the Network. You agree to provide us with any information about your equipment that we reasonably request.

3.6 Without limiting the scope of clause 3.4, for new installs of the Broadband Service after 1st October 2023, you will be issued with a 'FibreNest pod' router. If you have an existing Broadband Service installation that was activated before 1st October 2023, you will not be provided with a FibreNest pod unless you choose to upgrade. The FibreNest pod includes software functionality provided by a third party, Plume, that can be accessed through the Plume 'HomePass app' which you can download and install on your smartphone or other compatible device. For new installs there will be no additional charge for the Fibrenest pod, Plume HomePass app and associated functionality, but you will continue to be responsible for paying the relevant charges for the Broadband Service in accordance with the Contract. To use the Broadband Service with your FibreNest Pod, you:

a) must unpack, plug in and set up the FibreNest pod when you receive it;

b) must agree to the software licence, terms of use and privacy policies of Plume, including all amendments made periodically to the same, as well as installing all software updates made available by Plume (and the manufacturer of the FibreNest pod) from time to time. Please note that the content of these terms, changes to them and updates to the software are outside of our reasonable control, but none should impede or degrade your enjoyment and use of the Broadband Service as contemplated by the Contract;

c) must download, install and use the Plume HomePass app on your smartphone or other compatible device. In strictly limited circumstances where you do not have a compatible device or cannot install the Plume HomePass app, we can subscribe you to the Plume service and create a Plume account on your behalf, but all other parts of clause 3.6 will continue to apply;

d) acknowledge and agree that any data (including personal data) you provide directly to Plume is subject to their privacy policy and relevant contract terms, and does not fall within the scope of our Privacy Policy; and

e) acknowledge and agree that if you terminate your account with Plume, or refuse to use the FibreNest pod and/or Plume HomePass app, we may not be able to provide you with fully equivalent functionality and support that was available from the FibreNest pod and Plume, but we will use our reasonable endeavours to assist you in identifying an alternative router that you can purchase (at your cost) to use with the Broadband Service.

4. Faults affecting the Services

4.1 You agree that you will tell us about any fault on the Services by calling, emailing us or via the Website (please see the Contact Us section for details). We will always aim to respond as promptly as possible.

4.2 Customer Services will assist you in resolving the fault in relation to the Services and/or the FibreNest Equipment. We will not provide any assistance for faults that arise in relation to other hardware or software that you have purchased for personal use at your address. Any calls to Customer Services may be recorded or monitored for training and other purposes.

4.3 In order to resolve the issue, the Customer Service representatives may call you to resolve the issue. Our

Customer Service representatives may require you to undertake diagnostic tests so that they can diagnose the fault. You agree to follow reasonable instructions and undertake those diagnostic tests.

4.4 In some circumstances it may be possible to correct a fault over the phone. If this is not possible, we will send an engineer to your property to assess and try to correct the fault. We will try to resolve the issue by midnight on the second working day (not including Public or Bank Holidays) after the day you report the fault to us.

4.5 Any fault investigation, repair work or installation of a new line, shall usually take place between 9am – 5pm Monday to Friday, excluding Public and Bank Holidays. Where we need to attend and require access to your address, you agree to provide reasonable access for us to do so. We try to meet the appointment time which we agree with you however, if we need to change the time and/or date, we will notify you of the changes as soon as possible.

4.6 You agree to follow the reasonable instructions that we may give you to allow our engineers to access your address. You also agree to ensure that the space that our engineers need to work in is clear of any hazards (including any furniture or any other breakables) before our engineers arrive. You also agree to keep available and unobstructed working electricity plug sockets as close to where our FibreNest Equipment is installed as possible to power the FibreNest Equipment. You also agree not to depower FibreNest Equipment unless it is essential to do so or you are directed to do so by our engineers.

4.7 You authorise us to install and keep installed our FibreNest Equipment at your address and you agree that we and our employees, agents or contractors may enter your home so that we can carry out any work that is necessary for us to connect, maintain, alter, replace or remove any FibreNest Equipment necessary for us to supply the Services that you and/or, anyone you've authorised to make changes to your account, have asked for. You must also ensure that someone aged over 18 years of age is present at the address when you allow access.

4.8 We always try to cause as little disturbance as reasonably possible when carrying out any work at your address and we agree to repair, to your reasonable satisfaction, any damage that we, our agents or contractors may cause to your home.

4.9 You will be responsible for the reasonable costs of engineer call outs, replacement equipment and/or labour charges if, for example, you agree a time for an engineer to attend your home and are not present when they attend, or if you have been found to have tampered with FibreNest Equipment which has caused a fault with the Services. Details of the Charges that may be payable can be found in our Price List.

4.10 Except in the case of fraud, or where our negligence has caused death or personal injury, we will not pay more than £3,000 for a claim or series of related claims.

5. Payments and billing

5.1 The Charges shall be effective from the Commencement Date of the Services. You will be charged in accordance with the Contract until the Services are terminated by you or us in accordance with Condition 6.

5.2 All Charges incurred by you will be set out in the Price List. You agree that you must pay all of the Charges incurred by you, or any other person that uses the Services at your address.

5.3 If you request any additional FibreNest Equipment, you will be charged in accordance with the Price List.

5.4 Usually within 7 days of the Commencement Date, we shall prepare and send you a bill for the Services. Thereafter we will normally bill monthly in advance for the Broadband Service; whilst for the Telephony Service, we will bill you monthly for the previous month's use of the Service. However, we may, at our discretion, invoice at any time for Services we have provided. Unless you contact us to request itemised billing, the bills you receive will only set out the total of the Charges incurred from your use of the Services.

5.5 You will receive bills in electronic form. If you request that we provide you with paper bills, we reserve the right to charge you an additional amount for doing so (please see the Price List for details). We can provide bills in alternative formats for customers with a disability or those who require additional support, if those customers

request it. Please see our Code of Practices (https://www.fibrenest.com/codes-of-practice) or speak to our Customer Service for more information.

5.6 Bills must be paid by direct debit, save where we agree with you to accept payment by Credit or Debit Card using details that you provide to us.

5.7 We will collect each bill payment from the bank account that you register with us on the payment date shown on your bill. This date will be on or around the same time each month unless we otherwise notify you in writing in advance. Unless we expressly agree otherwise, any and all Charges are inclusive of VAT.

5.8 If payment is not made in the nominated time, or a direct debit dishonoured, we reserve the right to suspend and/or terminate your Services in accordance with Condition 6. We may charge you a reasonable Fee if you miss payments that you owe us; we also reserve the right to charge you a reconnection fee to reinstate your Services once the outstanding Charges have been paid (please see the Price List for details). You will also be responsible for all reasonable debt recovery fees/charges incurred in recovering your debt, in addition to those charged by us and set out in the Price List. We will notify you in writing (either by email or letter) before taking action to suspend or terminate the Services; apply the fees mentioned in this Condition; and/or instruct a debt collection company.

5.9 Upon termination of any Services for whatever reason, all outstanding sums owed and any cancellation charges (including any Early Termination Charges if you are within your Minimum Term) arising as a result of the termination will be treated as a debt and shall become immediately due and payable. For details of the applicable Charges, please see the Price List.

6 How long your Contract will last and how it can be cancelled

6.1 The Services will be provided to you for an initial Minimum Term, as agreed between the parties and dependent on the commercial offerings of FibreNest. Add-ons are provided on a rolling monthly basis and can be terminated on 30 days' notice at any time. The provision or termination of an Add-on shall not affect the continuation of the core Service or the Contract for that core Service with which the Add-on is associated.

6.2 If you seek to end your Contract during the Minimum Term under your Contract, you will be liable to pay the Early Termination Charges for the Services, unless you have a right to do so under this Condition 6 or Condition 8.2 below. We will notify you of the total Charges payable and when they will be due in writing. Unless agreed otherwise, we will take payment for the total sums due from the card details provided when you signed up for your Contract with us.

6.3 If you move house (either during or at the end of the Minimum Term) to a property that is not on a Persimmon Group Development, or to a house on such a development where we have not built our Network, you will not be able to migrate the Broadband Service or Telephony Service to your new home. You can request your new provider to take your telephone number with and for them to assess if this move is possible. For details of the Early Termination Charges that may be payable, please see the Price List.

6.4 Forty days prior to the expiry of the Minimum Term, we will send you an End of Contract Notification which will include the date the Minimum Term expires, details of your existing Contract (such as the monthly price), information about other Contracts that we offer, how you can terminate your Service(s), and so on.

6.5 For the avoidance of doubt, where you receive an End of Contract Notification, and notify us of your wish to terminate, your Services and Contract with us will not cease until the end of the Minimum Term, even where you provide Notice more than 30 days before the expiry of the Minimum term.

6.6 If your Contract continues after your Minimum Term, as you have not notified us of your wish to enter a further Minimum Term or terminate, your Contract will change to a rolling monthly Contract. It will continue until you or we seek to end the Services in accordance with this Condition. If the rolling monthly Contract continues for a 12-month period after the Minimum Term, or for a longer period after that, we will send you an Annual Best Tariff Notification every 12 months, which will outline alternative contractual offerings you may wish to purchase from us.

6.7 The FibreNest Equipment we install in your property remains the property of FibreNest at all times and you must at all times treat FibreNest Equipment with reasonable care and keep it in conditions generally suitable for electronic apparatus of that type. If you seek to terminate your Contract with us, you agree to leave the Router in situ after the end of your Contract. You agree to return any other FibreNest Equipment installed in your property in accordance with our reasonable instructions and you will be responsible for the reasonable costs of returning this FibreNest Equipment to us. If you remove the FibreNest Equipment without our consent; we reserve the right to charge you for a replacement. If you fail to return the FibreNest Equipment to us in accordance with our reasonable instructions, you will be liable to pay a charge in accordance with the Price List.

6.8 If you seek to terminate your Contract with us for any reason, you must give us 30 days' notice to cancel your Services. You must do this by notifying us in writing or by speaking to our Customer Services – please see the Contact Us Section for details. However, if you are still within your Minimum Term, Condition 6.2 applies. Charges for the Services will remain payable for the notice period up until the Services are terminated, and you will be contractually obliged to pay for the cost of the FibreNest Equipment provided with the Services, if it is not returned to FibreNest.

6.9 We may end this Contract at the end of or after your Minimum Term by giving you 30 working days' notice in writing at any time.

6.10 Subject to Condition 6.8, you may terminate this Contract at any time without incurring Early Termination Charges:

a) by giving us at least 30 days' notice following receipt of the End of Contract Notification under Condition 6.4.

b) by giving us notice where you have a right to end the Contract under Condition 8.2.

c) where you are exercising your statutory rights to cancel in your Cooling Off Period under Condition 6.15.

d) by giving us at least 30 days' notice where we are in material breach of our obligations.

6.11 If you cancel your Contract with us, you will be responsible for transferring to another service provider. If you do not do this, you may be left without any Services.

6.12 We may immediately suspend the provision of Services to you and/or terminate this Contract without compensation (including if during the Minimum Term) if:

a) you have missed any payments owed to us or break any of the Conditions; we have reason to believe that you have provided us with false, inaccurate or misleading information;

b) you become bankrupt, enter into any arrangement with your creditors, or if any legal action is taken or threatened against your property;

c) we have reasonable grounds to suspect that you are engaged in fraud or any other unlawful activity;

d) we are required to comply with an order, instruction or request of Government, an emergency services organisation or other competent administration or regulatory authority; and/or,

e) if, at any time, one of our suppliers ceases to provide services such that we are unable to provide any of the Services to you.

6.13 For non-serious breaches of these Conditions we will issue you with a formal written warning specifying the details of the breach and give you an opportunity to put things right, which you will need to do within 7 days of receiving written notice from us. If you do not remedy the breach, we reserve the right to temporarily suspend the Service and/or terminate the Service. For more serious breaches, we may exercise our right to suspend and/or terminate your Service immediately and notify you of such action as soon as practicable thereafter. Following the remedy of a breach, if we reconnect your Service, we reserve the right to charge you a reconnection fee, as detailed in our Price List.

6.14 If your Contract has been terminated by you or us; if we hold money on account for any Services paid in advance, we will refund the excess of such payments after the settlement of all of your outstanding Charges owed to us, which includes any call Charges incurred and the cost of FibreNest Equipment not returned to us in accordance with Condition 6.7.

Cooling Off Period

6.15 In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (as may be amended from time to time), you have the right to cancel your Order within the first 14 days from the day after the: (i) the Commencement Date; or (ii) the date upon which that you confirm you have reviewed, and agreed to, the Terms and Conditions, Contract Summary and Contract Information; whichever is later; without incurring any Early Termination Charges.

6.16 If you wish to cancel your Order, you must do this by notifying us via email or by speaking to our Customer Services – please see the Contact Us Section for details.

6.17 If we've already started providing the Services by the time you cancel it, you'll have to pay us the full cost of the Services you've received prior to the point at which the Services are ceased. In this situation, any discounts that were offered to you and applied to your account when you signed up for the Services will not be applied to the period you received the Services: you will be charged for the full cost of the Services you received up to the date that the Services are ceased.

6.18 If you've paid for the Services in advance, we will refund the excess of such payments after the settlement of all of your outstanding Charges owed to us, which includes the cost of FibreNest Equipment not returned to us in accordance with Condition 6.7. We will process the refund due to you as soon as possible.

7. What we are not liable for

7.1 Nothing in this Contract will limit or exclude any liability we may have to you for death or personal injury as a result of our negligence or that of our agents, employees or sub-contractors; fraud or fraudulent misrepresentation; or any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

7.2 No company nor its officers, employees or agents who act as FibreNest's agent in providing any part of the Services, shall be liable to you or any other person who you allow to use the Services.

7.3 Notwithstanding Condition 7.1, we are not liable to you, or any other person who uses the Services, for:

a) Any business losses (including loss of profits, revenue, contracts or anticipated expenses, wasted expenses or any other purely financial loss). The Services are only intended for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity;

b) Any indirect loss which was not a reasonable foreseeable consequence of our negligence or of breach of the Contract (including loss of anticipated savings, wasted expenses and other purely financial loss);

c) Any fault on the equipment (including the Router, cabling or Network equipment) caused by tampering or negligence (unless caused by us) or by the failure to follow our reasonable instructions, these Conditions or other usage instructions;

d) Any use of the Services, or content accessed, sent or received using the Services, nor for any charges incurred with a third party, or any transactions entered into through us, unless caused by us;

e) Your use of any other internet services on the World Wide Web, using the Services;

f) A delay or failure by us to provide any element of the Services where such a delay or failure is caused by events outside our control; for example (but not limited to) civil disorder, terrorist activity, war, global pandemic,

Government action, severe weather conditions;

g) Any loss or damage caused by viruses or unauthorised use of the Services, or your computer or other electronic devices connected to the Services;

h) Your use of any equipment that we have not supplied to you for use with the Services; and/or,

i) Any loss or damage caused by the equipment (including the Router, Network equipment,) or anyone from us or our sub-contractors or Partners to the extent that such loss was caused by your breach of the Contract (including related policies).

8. How we may change the Contract, the Charges and/or the Service

8.1 We may at any time, without notice and without your consent, make changes to any of the terms of this Contract, to the Service or the Charges for the following reasons:

a) To implement changes to Applicable Law that requires us to make changes to the Contract or the Service, including how they might be presented to you; or

b) Is of a purely administrative nature that has no negative effect on you. This might include things like improving the security and operation of the network that we use to provide the Service to you; or

c) We introduce new aspects or features to the Service, provided the change operates exclusively to your benefit and does not involve us changing the Charges payable by you during your Minimum Term.

8.2 We may also at any time make changes to the Contract, the Service or the Charges (excluding Call Tariffs) for any reason other than those listed in Conditions 8.1, 8.4, 8.5 and 8.6. However, where we do this:

a) We will give you at least 30 days' notice of the changes that we intend to make. We will tell you about such changes in writing by a suitable method and by posting a notice on the Website; and

b) If you are not happy with the proposed change, you may terminate your Contract without penalty within 30 days of us notifying the proposed change to you. This applies even if your Minimum Term has not yet expired. You will still be liable for any Charges associated with your Service and Contract up to the point of termination. We will also inform you of your termination rights when we give the relevant notice to you.

8.3 Where we make a change to the Contract, Service or Charges under Condition 8.1(a) above, including changing the rate of VAT or other applicable taxation charge, you will not be entitled to terminate your Contract without incurring Early Termination Charges.

8.4 We may amend Call Tariffs periodically and details of any such change will be published to the relevant page of our Website. This may include us increasing the price of our international call Charges, due to an increase to our wholesale charges as notified by our Partners from time to time. Where we amend Call Tariffs on any occasion, it shall not give rise to a right for you to terminate the Contract without penalty.

8.5 **Annual Price Increases — core Service package:** Throughout the duration of the Contract (including during any Minimum Term), we reserve the right in April each year to increase the monthly Charges for Services (excluding Add-ons) by up to £2.00 (including VAT), save that we may first exercise the right to increase the price in October 2023, and then each April thereafter. Where we exercise this right on any occasion, it shall not give rise to a right for you to terminate the Contract without penalty.

8.6 **Bi-Annual Price Increases — Add-ons:** Throughout the duration of the Contract (including during any Minimum Term), we reserve the right in April and October each year to increase the monthly Charges for Add-ons by up to £1.00 (including VAT). Where we exercise this right on any occasion, it shall not give rise to a right for you to terminate the Contract without penalty.

8.7 We may change any of our policies (such as our Acceptable Use Policy or Privacy Policy from time to time. You should check the relevant policies on our website periodically. Please note that your continued use of the Service after any change will mean that you have accepted the updated version of the relevant policy.

9. Use of your information

9.1 In order to manage your account, we (and our Partners) will collect and hold personal information about you.

9.2 Please take the time to read our Privacy & Cookie Policy which apply to the use of your personal information, what we do with your information and how we store it. These policies may be updated from time to time. We will tell you about any other changes or additions by posting a notice on the Website. However, it will be your responsibility to check these policies from time to time for updates.

10. How this Contract can be transferred

10.1 We can transfer our rights or obligations under this Contract to any company, firm or person provided this does not affect your rights under this Contract in a negative way.

10.2 This Contract is personal to you and those you authorise to use the Services. You may not transfer your rights or obligations under this Contract to anyone else. No other third party is entitled to benefit under this Contract except pursuant to Condition 10.1.

11. Disputes

11.1 We have a customer complaints process which explains the steps that you will need to take when you want to complain to us about something. Details of this complaints process are set out in the Code of Practice https://www.fibrenest.com/complaints-code

11.2 The Alternative Dispute Resolution provider for FibreNest is the Communications Ombudsman; whose website is: https://www.commsombudsman.org/

12. Law and Geographical limits

12.1 Where you are domiciled in England or Wales, the Contract shall be governed by, and subject to, the laws of England and Wales, but where you are domiciled in Scotland, the Contract shall be governed by, and subject to, the law of Scotland.

13. Notices

13.1 Where we are required to give you notice under the terms of this Contract, unless specified differently in these Conditions, we will do so in writing via the email address you have provided us.

13.2 You are required to provide us with current and accurate contact details (including your email address) with which we can communicate with you about the Services and the Contract. You are responsible for keeping it up-to-date.

13.3 When you are required to give us notice under this Contract (including during the Cooling Off Period) you are required to do so in writing via email (please see the Contact Us section below for details).

14. General

14.1 If any provision of this Contract is found to be invalid or unenforceable, the remaining Conditions will continue to apply.

14.2 If either party fails to exercise a right they may have under these Conditions, it does not mean that right is waived.

14.3 On termination of this Contract, any provision of which 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.

14.4 On the termination of this Contract for any reason, shall not affect the accrued rights, remedies or obligations or liabilities of the parties existing at termination.

Annex A: Definitions and Interpretation

In this Contract (unless the context otherwise requires):

"Acceptable Use Policy" means the policy document which sets out acceptable use of the Service(s) and the action FibreNest may take in event of a breach of the policy, which can be found at [insert url]

"Add-on" means a supplementary feature, function or package associated with a Service that you can purchase from FibreNest separately from the Service from time to time.

"Annual Best Tariff Notification" means a communication we send to you which provides details of your current service offering, if you move onto a 30-day rolling contract once you are outside of a Minimum Term. This communication will include details of the service and price that you are currently purchasing from us, details of other offers and tariffs that you may want to purchase moving forwards and so on. If you remain on the 30-day rolling contract it will be sent to you on an annual basis;

"Billing Period" means any period, usually monthly, in respect of which we bill you from time to time for your use of the Service we provide to you;

"Broadband Service" means the fibre-based access to the internet in accordance with the Service subscription chosen that is supplied to your address via our Partner and in accordance with your Contract;

"Call Tariffs" mean the rates we charge you on a pence per minute basis for calls you make using the Telephony Service, details of which are set out on our Website;

"Charges" means the charges for the Service, as amended from time to time and published on the Price List;

"Code of Practice" means the document where you can find out about our Service, complaints procedure and other customer care policies, currently located at Code of Practice which can be found at https://www.fibrenest.com/codes-of-practice;

"Commencement Date" means the date upon which we will activate the Service supplied to you by us. We will advise you of the date we expect to be able to do this;

"Condition" or "Conditions" means the terms and conditions as set out in this document;

"Contract" means the Contract between you and us for the receipt of the Service(s) (together with such changes and/or other terms as may be notified to you from time to time in accordance with these Conditions);

"Contract Information" means the information that we must share with you when entering the contract, which includes a description of the services, and information relating to the subscription price payable, duration, termination, delivery of the service, security, complaints handling, right to cancel and so on;

"Contract Summary" means a brief description of the key information regarding the contract that we are required to share with you when entering a contract, as required by the European Commission under Commission Implementing Regulation (EU) 2019/2243 of 17 December 2019, which includes information relating to services and equipment, price, duration and termination, features for end users with disabilities and so on;

"Cooling Off Period" means the statutory cooling off period as more particularly defined within Conditions 6.15 to 6.18;

"Credit or Debit Card" means your nominated credit or debit card, details of which you have provided to us;

"Customer Services" means the customer services facility provided by us for you to report any faults with any Service or make general or account enquiries. This facility is available between the hours of 8am – 8pm, Monday to Saturday. All calls made to Customer Services will be charged at your normal geographic rate. Calls to Customer Services may be monitored and recoded. For contact details please refer to the Contact Us section in the Conditions, or by clicking here: https://www.fibrenest.com/contact-us.

"Early Termination Charges" means the fee to compensate us for our losses if you cancel or terminate your Service during the Minimum Term. The details of this fee are set out in the Price List;

"End-of-Contract Notification" means the communication we will send you when you are nearing the end of your Minimum Term, outlining such as when your Minimum Term will end, details of the Service being provided and the current Charges payable, how you may terminate your contract, details relating to our best tariff that you may want to purchase from us on another Minimum Term and so on;

"Fair Use Policy" means the document which outlines the caps and limitations on the use of the service which have been put in place to ensure that the Service is not misused or used for purposes that are illegal or might cause harm https://www.fibrenest.com/includes/assets/pdfs/Fair_use_policy_181021.pdf

"FibreNest" relates to Fibrenest Limited, which is the corporate entity providing the Service(s) to you in accordance with your Contract;

"FibreNest Equipment" means any and all equipment, including but not limited to Routers and WiFi boosters, provided directly to you by FibreNest as part of the Service or as an Add-on, excluding any equipment purchased or obtained independently by you (whether from FibreNest separate to the supply of the Service, or from a third party) that you use in connection with the Service.

"Minimum Term" means the minimum initial period of service for each Service term of your Contract starting from the Commencement Date, this term will be agreed between the customer and FibreNest based on the commercial offerings available from time to time;

"**Network"** means the internet protocol packet network operated by the Partner for the provision of the Service;

"Partner" means wholesale suppliers or companies that from time to time will operate the fixed line Network, which can be accessed for communication purposes and the provision of the Service;

"Order" means any order that you submit to us for the provision of the Service;

"Persimmon Group Development" means a housing development which has been built and is managed by Persimmon Homes Limited.

"Fibrenest Limited" means the corporate entity, company number 16298713; whose registered office is at Synergy House Windmill Avenue, Woolpit, Bury St. Edmunds, England, IP30 9UP, VAT number is 688 897 140;

"Plume HomePass app" means the application and software provided by Plume to manage your WiFi when using FibreNest Equipment.

"Price List" means the online location where all relevant Charges for the Service can be found, currently located at url: https://fibrenest.com/pricelist;

"Privacy & Cookie Policy" means the document which sets out information about how we acquire and process your Personal Data, including our use of Cookies on our Website; why we use them and how they can be disabled, currently located at url: https://www.fibrenest.com/privacy;

"Router" means the high-speed wireless Router together with any ancillary equipment (which may include microfilters, wireless USB adapters and other peripheral equipment) that we, or our authorised distributors, may supply to you when you subscribe to the Service that enables you to connect your computer to the internet;

"Service" or "Services" means the Broadband Service (and/or any other relevant service, excluding Add-ons) that we provide to you, pursuant to your Contract;

"Telephony Service" means the service we provide to you enabling you to make and receive telephone calls to domestic and international telephone numbers;**"Traffic Management Policy"** means the policy that we adhere to when monitoring and controlling data volume and/ or types of traffic transmitted via the Service, in order to preserve our Network integrity and to avoid Network degradation, currently located at url: www.fibrenest.com/traffic;

"Transmission Speed" means the rate in either thousands of bits per second (or Kbps) or millions of bits per second (or Mbps) that data is transferred between two points. Your estimated Transmission Speed will be provided when you place your Order;

"Vulnerable Persons Policy" means the document which describes how we endeavour to identify and assist our customers that require additional support. This document is currently located at url: https://www.fibrenest.com/vulnerable-persons-policy;

"we" and "us" means FibreNest.

"Website" means the website for FibreNest currently located at url: www.fibrenest.com;

"you" and "your" means the person named in the registration and Order process and/or, where required, a person who has been appointed to, or that we reasonably believe is acting on that person's authority.

Words in the singular shall include the plural and vice versa and references to legal persons shall include natural persons and vice versa.

The headings in these Conditions are intended for reference only and shall not affect their construction.

Contact us

https://www.fibrenest.com/contact-us

You can get in touch via

Post *Fibrenest Limited*, *Synergy House*, *Windmill Avenue*, *Woolpit*, *Bury St. Edmunds*, *IP30 9UP*

Phone

Customer Services - 0333 234 2220.
(available 8am – 8pm, Monday to Friday, and
9am to 5pm Saturday and Sunday).

Email
support@fibrenest.com

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