



## OFNL Broadband Order Terms & Conditions 2024

Full terms and conditions are included in this document and available from the ITS FIBRE web site ([www.itsfibre.co.uk](http://www.itsfibre.co.uk)). **These terms and conditions only apply to subscribers connected to the OFNL network via WiSpire/ ITS Fibre.**

Speed down/up – we guarantee a minimum of at least 50% of the advertised package speed, relevant to your subscription for the service. We only accept speed test from a wired device and from official speed test servers such as speedtest.net. Your Device must be capable of receiving the advertised speeds and any test must be undertaken with no other devices using the bandwidth.

### OFNL ITS Fibre Broadband Full Terms and Conditions

Please take some time to read these terms and conditions. They provide important information about the services we're providing you with. This includes how we may change a **service**, the **agreement** and the **charges**.

The most important parts of the terms and conditions are explained below.

### Common questions and important terms

#### What services am I getting?

We explain the details of the services including the charges in your order confirmation.

#### How long does a service last and when does it start?

Each service will last for a minimum amount of time (the minimum term), which is set out in your order confirmation. We switch on a service on the service start date shown in your order confirmation. We start charging you from this date too.

If you change your mind, you can cancel a service as set out in clause 5 of these terms and conditions.

In some circumstances you can end a service early. We explain these in clause 10 of these terms and conditions. If you end a service during the minimum term, or if we end it early because you have done something wrong, you may have to pay us compensation. Unless you tell us not to, we'll take this charge from the account you have given us details of, but we'll give you reasonable notice first. For more information about charges for leaving early, read clause 13 of these terms and conditions.



## **Will the charges increase?**

**if you are within your contract term there will be no mid-term price increases.** If you are out of contract we will increase the amount you pay for your service by a percentage comprised of i) the annual percentage increase in the Consumer Price Index (CPI) rate of inflation plus ii) 2%. We will do this so the price increase takes effect on or after 31st March each year. We will also increase international calling and texting charges where our partners increase the cost to us. See clause 21d for details on how this will happen and your right to cancel if we do so. In addition, we may increase the charges at any time. Read clauses 20 and 21 of these terms and conditions for more details. If you change a service, you'll pay the charge for the new service from the day we agree it starts.

## **How much notice will I get if you increase the charges?**

We'll tell you before we put the charges up. If we increase the charges (other than as a result of our annual increase comprised of i) Consumer Price Index (CPI) rate of inflation plus ii) 2% or as a result of our increase to international charges) or make any other changes, we may let you end a service without having to pay the higher amount or a charge for leaving early. Read clause 17 of these terms and conditions for more details.

## **Will a service change?**

It's important you realise that we may change a service (including the loaned equipment and service features), the charges and the terms and conditions of the agreement at any time (even during the minimum term). In some cases, we'll tell you first. These changes mean , you may be able to end the agreement without paying fees for leaving early. Read clause 17 of these terms and conditions for more details. You may also be able to change a service by contacting us.

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## **What happens if I buy a number of services from you?**

If we provide you with more than one service or item of equipment you'll have a separate agreement for each one (and possibly for different items of equipment). Make sure you read each agreement carefully. Although some of the terms are the same or very similar, each agreement has important differences.

Some of our services depend on each other. If we or you end or suspend one service, we may need to end or suspend another. If that's the case, we'll tell you.

## **What do you mean by data usage?**

We measure how much data you use in kilobytes (KB). Data is based on the following units:

- 1024 bytes = 1 Kilobyte (KB) (equivalent to reading 2/3 paragraphs of text)
- 1024 KB = 1 Megabyte (MB) (equivalent to about one hour of instant messaging)
- 1024 MB = 1 Gigabyte (GB) (equivalent to about five hours of watching YouTube)

We send data across our network in packets no bigger than 1.5KB. A packet is just a unit of data.

Data usage is all the data that's been sent or received. Upstream is where data is transferred from your device to the internet (uploading). Whereas downstream is from the internet to your device (downloading).



We calculate your data usage based on the amount of data that travels over our network both upstream and downstream, which may be different from the data your device consumes.

Your data usage will also include additional data packets which control the flow of data over the network and may also include data packets which have to be re-sent over the network, for example if you're in an area with poor coverage and your connection drops off.

When content providers state the file size of their content, it may take up a little bit more of your data to download that file. This is because of encryption and addressing data which can be up to 10 per cent of the total file size. For instance, if an image is said to be 100MB, it may take up to 110MB of data to download that file to your device.

### More information

You can find more information at our website under our FAQ section.

### How to contact us

Phone us on 01603 904047. Calls charged at your provider's standard rate.

We may record calls (including marketing ones) to help us with training, to prevent identity fraud and to report abuse of our staff.

### Complaints

Our Customer Complaints Code tells you how to complain. You can read it at our website under our FAQ section.

### Terms and conditions for the Phone service and Broadband service

You should read these terms and conditions carefully as they contain important information. Please also read our Privacy Policy at our website under our FAQ section. It describes how we may use your personal information.

### The basics

1. **Who we are:** WiSpire Limited (ITSFibre) at 36 Hurricane Way, Norwich, Norfolk, NR6 6HU. We're registered in England with company number 07660833.
2. **What words mean:** Some of the words and phrases in these terms and conditions have special meanings. Those words are explained below. They are printed in bold wherever they have the special meaning given below.

**additional service** - a service feature that is not part of the main service that we provide under this agreement and is either provided with no minimum term, or has a minimum term or notice period of 30 days or less (including contracts with a 30 day or less notice period that renew automatically).

**agreement** – the legally binding agreement between you and us for each **service**. The **agreement** is made up of the following:



- These terms and conditions
- Your individual monthly price plan which is set out in your order confirmation and on your bill.
- Our latest Privacy Policy
- Our latest Acceptable Use Policy
- Our latest Customer Complaints Code
- The latest version of any other policy we tell you about

**ID** – the username we'll give you and a password that you choose for when you use a **service**.

**WiSpire-owned equipment** – any equipment which we own or is part of our network, or any equipment that belongs to our service providers, even though it's in your home. It includes our supplied router (in the case of certain fibre broadband services) and any extra cabling we give you that doesn't come with your router.

**charges** – the fees you pay for a **service** and any **service feature**, including the **core charges**, plus anything else you need to pay in line with **the agreement**.

**cooling-off period** – the period from the date the agreement is made until 14 days after:

- the **loaned equipment** (if any) is delivered;
- the **service start date**; or
- the day you receive your **order confirmation**;

whichever is latest.

**core charges** – your line rental and the basic charges for your monthly calls package or your monthly broadband (or both), as shown in your **order confirmation**.

**group companies** – companies in the same group as **WiSpire Limited**, including its subsidiaries.

**linked agreement** – another agreement with us that is linked to this **agreement** (i.e. a “bundle”) in a way defined as a bundle in Ofcom's General Conditions of Entitlement effective from 17th June 2022. **loaned equipment** – the equipment we loan to you as part of a **service** (such as your broadband router), as shown in your **order confirmation**.

**minimum term** – any initial or later period you've agreed to pay for a **service**, as shown in your **order confirmation**.

**non-return equipment charge** – the charge applied to your account if you fail to return the **loaned equipment** at the end of the **agreement**. **order confirmation** – the letter or email we send you after we accept your order for a **service**. It confirms important things like the description of a **service**, the minimum term and the **charges**.

**service features** – any products, features, benefits, 'add-ons' or extra services we provide on top of or as part of a **service**. **Service features** might have extra terms and conditions that you will have to keep to.

**service start date** – the date a service starts, as shown in your order confirmation (unless we tell you another date).

**service** – the Phone service or Broadband service (or both) that we are providing you with under the **agreement**, as shown in your order confirmation and on your bill.



**Working days** – Monday to Friday, except bank holidays and public holidays.

### 3. What are these terms and conditions for?

- a. These are the terms and conditions which apply when we provide you with a **service** and any related installation services (see clause 7a).
- b. If we provide you with another service, you'll have a separate agreement for each service. Please read each agreement carefully. Although some of the terms are the same or very similar, each service has important differences.

### 4. When a service starts and how long it lasts

- a. Each **service** starts on the date shown in your **order confirmation**.
- b. Each **service** will last for at least the **minimum term** and will carry on after then unless:
  - 10a (v), 10b, 10c; or
  - we end a **service** in line with clause 11.

We might also agree a new **minimum term** during or after your initial **minimum term** (for example, if you take up one of our offers at the time). We'll always tell you beforehand if there needs to be a new **minimum term**.

- c. If you want to end a **service** before its **minimum term** has ended, or if we end it in line with clause 11, you may have to pay us compensation. Take a look at clause 5c and clause 13 for details.
- d. If you end a **service** and fail to return the **loaned equipment** within 7 days you will be charged.

### 5. You can change your mind

a. You can change your mind and cancel a service within the cooling-off period. We will however charge for any full days usage of our services that occurred within this cooling off period. Your connection will be immediately ceased on notice of cancellation.

b. If we've already started providing a **service**, you'll have to pay us the full cost of the service you've had

- the **charges** for the **service**;
- anything you've used which isn't covered by the **charges**; and
- any connection or activation fees.

c. If you cancel a **service** within the **cooling-off period** and we've provided you with **loaned equipment** for that **service**, the **agreement** won't end until you've returned the **loaned equipment**. The following will also apply:

- i. You must return the **loaned equipment** to us within 7 days of cancelling a **service**.
- ii. If you don't return the **loaned equipment** within 14 days, you'll have to pay the full cost of the **loaned equipment**.

iii. Once we get the **loaned equipment** back (or see evidence that it's been returned), we reserve the right to charge you if we think the **loaned equipment** is worth less than its original value as a result of it being used or damaged.

## The service

### 6. How you can use the service

a. Each **service** is just for you and your household for personal use (meaning that it should not be used for any trade, business or profession). You're responsible for how each **service** and the **loaned equipment** are used.

b. You agree that you'll do the following in connection with each **service**:

- i. Follow any reasonable instructions we give you and help us run our security checks.
- ii. Get any permission we need to provide a **service** in your home or to install anything for you.
- iii. Tell us if you change your name, address, email address, mobile number, payment details or anything else we might need to know about.
- iv. Do everything you can to keep your **ID** username and password private and stop anyone else from using them. You should also keep your bill and account detail safe from fraudsters.
- v. Tell us straight away, and change your **ID** password, if you think or know that someone else knows your **ID** username and password.
- vi. Use each **service** lawfully. That means you must not use it in a way that breaks any law, regulation or rule in force in England and Wales, Scotland or Northern Ireland (as appropriate).
- vii. Not do anything which might have a negative effect on:
  - our systems, networks, servers, brand, reputation or security;
  - other customers' services or equipment;
  - other customers' security; or
  - any other person's or business's systems, networks or security.

c. Each **service** may have monthly usage limits. If you go over any of these we'll charge you for the extra usage. Details of what is charged for is show in our fair usage policy on our website in the FAQ section. You can also see our usage policy on our website in the FAQ section.

d. If we reasonably believe you've misused a **service**, or have let anyone else misuse it, you might have to pay us for any loss or damage we suffer as a result. There are more details about this in our Acceptable Use Policy on our website in the FAQ section.

e. If we give you a phone number, you agree that you don't own that phone number and that you won't transfer it to anyone else, or try to do so.



f. If we give you a phone number, you can use this service to contact the emergency services for free by calling 999 or 112. Your location information will be provided to the emergency services. The location used will be the address that you have registered with us.

## 7. Setting up the service

a. If you need any **loaned equipment** installed, or if your phone line or broadband needs activating, we'll agree a date for this with you. You must let us into your home if necessary.

We might ask you to install some **loaned equipment** yourself. If we do, we'll send you instructions to help.

b. If you need to change or cancel an appointment, you must tell us at least two **working days** beforehand.

## 8. What we have to do for you

a. We provide each **service**, the **loaned equipment** and installation work to the UK address you give us. We may take instructions from a person who we have good reason to believe is acting with your permission.

b. We aim to provide a continuous, high-quality service using reasonable care and skill. However, due to the nature of each **service** and the **loaned equipment** we use to provide it, we can't guarantee that it'll be available all the time.

c. Sometimes faults in our network affect a **service**. We'll fix any faults as soon as we can. If there is a fault, read clause 14 which explains what you can do.

d. Occasionally we might have to interrupt, change or temporarily suspend some or all of a **service**. That could be to maintain, upgrade or repair the network. If we do, we'll try to get the network up and running again as quickly as possible.

e. In exceptional circumstances, we might have to do things to manage our network's performance.

f. If we know or believe that any of your devices have been infected by malware (software designed to disrupt or damage a computer system, such as a computer virus), or if any of your devices try to get access to a malicious website (a website that attempts to install malware), we might take action. That might mean putting software onto our network to stop the spread of that malware or to prevent your devices from going to the malicious website.

g. We try to make sure antivirus software and other security features we provide are effective. Please make back-up copies of your documents, photos and so on in case the originals are lost or corrupted.

## Payments

### 9. Paying what you owe us

a. You must pay the **charges** for each **service**, whether you use them or someone else does.

b. We'll normally bill you regularly and in advance for the period ahead. If we need to charge you for anything extra (for example, for going over any usage limit), we may add those charges to a later bill.

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- c You must pay any bills as soon as you get them, unless we agree otherwise with you.
- d If you genuinely think we've made a mistake on your bill, tell us straight away. We won't suspend or end a **service** while we look into the matter. You must pay the amount you agree that you owe.
- e If you don't pay your bill on time, we'll phone you or send you a reminder. If you still haven't paid 10 days after the date of our reminder (or seven days if you pay once a month), we may add a late-payment charge to your next bill. You may also have to pay a failed-payment charge if a direct debit or cheque bounces because you don't have enough money in your account.
- g If you don't pay a bill, we won't normally suspend or end a **service** until 3 days after the date your payment was due. However, if this isn't the first time that you haven't paid a bill on time, we may suspend or end a **service** earlier. Continued failure to meet payments terms may result in us permanently ceasing any service we provide you.
- h If you don't pay your bill, we may give your details, including your personal information, to a de-collection agency and ask them to collect the money for us. If we do, you'll have to pay an extra charge to compensate us. The de-collection agency, will add the charge to your de. VAT will not be added to any extra charge we add to your bill.

We might also transfer your debt to any other business (in which case, your personal information will also be transferred) who may then try to recover the amount in a way it considers suitable.

This clause continues to apply after the **agreement** with us has ended.

## Ending the service and this agreement

### 10. When you can end the service and this agreement

- a If you change your mind about a **service**, you can cancel the **agreement** during the **cooling-off period**, as explained in clause 5. You do not need to give a reason and you won't have to pay a fee for leaving early (unless you fail to return the loaned equipment).
- b Other than in respect of any increase to the **core charges** or the **charges** as a result of **our annual price increase as described in clause 21b**, or any increase to international charges as described in clause 21d, you can cancel the **agreement** at any time, by giving us 30 days' notice if:
  - i we've increased the **core charges**, or these terms and conditions (other than a change in respect of an **additional service**) or the terms and conditions for a **service feature** (other than a **service feature** that is an **additional service**) in a way that is not exclusively to your benefit.
  - ii if we've changed the **service** or the **charges** (other than a **core charge** or the charge for an **additional service** or a one-off charge) in a way that significantly disadvantages you.
  - iii In these cases you won't have to pay a fee for leaving early.



c. You can cancel the **agreement** at any time by giving us:

- 14 days' notice, if you're switching to another provider through an approved switching process; or
- 30 days' notice, if you're cancelling the **agreement** for any other reason.

If you're within the **minimum term**, you may have to pay compensation for cancelling early.

d. You can cancel at any time if we break a significant term of the **agreement**. In this case you won't have to pay a fee for leaving early.

e. You can cancel if you end a **service** as explained in clause 22a.

f. If you have regular or repeated, continuous or irregular faults with the Broadband service, or we agree that the standard of service you get is consistently below what you might reasonably expect, we may, after an individual assessment, let you end the **agreement** without paying a charge for leaving early. Please get in touch if you'd like to talk about this.

g. **Broadband:** If you're regularly getting download speeds that are lower than we estimated in your **order confirmation**, and the **service** was activated more than 10 days ago, tell us and we'll try to improve the speeds. If you've followed our instructions to fix the problem, but your download speeds still regularly fall short of the 'minimum guaranteed line access speeds', you can end the **agreement** without paying a fee for cancelling early. This won't apply if you're renewing a contract for the **service** when you already know that speeds are lower than expected, or if you don't meet the conditions. As per Ofcom guidelines we aim to fix it within 30 days, in the event we can't fix the speeds or can supply an alternative package you are happy with, you have the right to exit your contract without being penalised

h. If you fail to return the **loaned equipment** within 30 days as outlined in clause 4d, we will charge you. This charge will be reflective of the condition of the loaned equipment and it having been kept in good condition and used in accordance with the **agreement**. The **non-return equipment charge** may be added to your bill or charged to a credit/debit card you have provided us details of. Payment of the **non-return equipment charge** does not transfer ownership to you, the loaned equipment belongs to at all times.

## 11. When we may restrict, suspend or end a service

a. We may stop providing a **service** at any time by giving you at least 30 days' written notice.

b. If you break the **agreement**, we'll normally let you try to put things right within a reasonable time. But we may limit, suspend (in part or fully) or end a **service** immediately if any of the following apply.

i. We have to end the **agreement** by law or in line with any regulation.

ii. We can't provide a **service** (or part of it) any more, or we have suspended or restricted a related service.

iii. You break the **agreement** and don't put things right in a reasonable time.

iv. You seriously misuse a **service** or break the **agreement** in a way that cannot be put right.



- v. You or anyone else using a **service** act towards our staff or agents in a way which is unsuitable or serious enough to justify suspending or ending a **service**.
- vi. You don't pay for a **service** (as described at the end of clause 9g) or you pay in a way other than how we've agreed with you.
- vii. You cancel your direct debit and we haven't agreed another way you can pay.
- viii. We suspect fraud or any other unauthorised activity.
- ix. It's reasonable for us to do so to protect our network and maintain a high-quality service.
- x. Your usage is significantly different to what we'd expect from the average customer.
- xi. You significantly break any other agreement you have with us and don't put things right within a reasonable time.
- xii. You use a **service** for any trade, business or profession.
- c. If we suspect there's been, or is likely to be, a security incident, we may suspend your **ID** username to protect your account. We'll ask you to change your password before letting you log back in.
- d. If we suspend or end a **service**, we'll tell you what you need to do to restore it.
- e. If you're within the **minimum term** when we tell you we'll end a service for any reason listed in clause 11b, you'll have to pay a fee for leaving early in line with clause 13.
- f. If we suspend or end a **service** for any reason listed in clauses 11b(iii) to 11b(xii):
- we may charge a fee for starting a **service** again; and
  - you may have to pay the **charges** for a **service** while it's suspended, up until it ends.
- g. If you break the **agreement** and we do not take action, we can still take action at a later date.
- h. If you or we end a **service**, we'll refund any amount you've paid upfront. But first we'll take off anything you owe us in connection with that **service** or any other agreement between you and us.

## 12. When you get other services from us

- a. Sometimes we can only provide you with a **service** if you also have one of our other services. If one service ends or is suspended, we might need to end or suspend the other. If that's the case, we'll tell you.
- b. If you're using any extra services, they may end on the day the **agreement** ends. We'll tell you about this at the time.

c. In some situations, this **agreement** may form a **linked agreement** with other agreements you take from us. If that is the case, in some situations where you are able to cancel a **linked agreement** without having to pay a fee to leave early you may be able to cancel this **agreement**.

### 13. Charges for ending the agreement early

a. You'll have to pay us compensation for ending the **agreement** early if:

- you end a **service** during the **minimum term**, except in the circumstances listed in clause 13c below; or
- we end a **service** during the **minimum term**, in line with clauses 11b(iii) to 11b(xii).

b. **loaned equipment:** If you end a **service** during the **minimum term**, we may charge you the full price of the **loaned equipment** (except in the circumstances listed in clause 13c). For example, this may happen if we've supplied you a router and you don't return it.

c. You won't have to pay the fees and charges referred to in clause 13a if:

- you end a **service** within the **cooling-off period** as shown in clause 10a;
- you end a **service** under clause 17c as a result of changes that significantly disadvantage you;
- you end a **service** under clause 10d as a result of us breaking a significant term of the **agreement**;
- you end a **service** under clause 10f as a result of faults with that **service**;
- you end the Broadband service under clause 10g as a result of consistently low broadband speeds;
- you end a **service** under clause 22a as a result of us moving you to another service; or
- you move home and we cannot provide a **service** at your new UK address.

d. The compensation you will have to pay in respect of clause 13a is calculated as being equivalent to the total amount of **charges** you'd have paid if you stayed with us for the whole **minimum term** minus any costs we save from you leaving early.

e. The fees you will pay in respect of clause 13b is the **non-return charge** for the loaned equipment you have received.

### If something goes wrong

### 14. What you can do when we don't meet our promises

If you've had a problem with a **service**, you may have a few legal options. For more information, visit the website [adviceguide.org.uk](http://adviceguide.org.uk).

### 15. What we're not responsible for and limits on our liability

a. If our negligence causes death or personal injury, we accept responsibility and there is no limit to our liability. We also accept responsibility for our fraud, fraudulent statements or any other liability that the law does not allow us to exclude or limit.

b. Apart from responsibility we accept under clauses 15a, the following apply.

- ii. **Phone service:** the most we'll pay you for each line affected in any 12-month period is £100. This applies unless only the number transfer is delayed, in which case we'll pay you a daily amount for up to one month.
- ii. We won't pay you more than a total of £500 in compensation in any 12-month period.
- c. Apart from responsibility we accept under clause 15a, we're not responsible to you for the following.
  - ii. Any delay or failure caused by something beyond our reasonable control. This could be things such as lightning, flood, severe weather, fire, explosion, terrorist activities, epidemic, riots, war, anything done by a government or other public authority, or strikes or other industrial action. There are some exceptions on this – these are set out in the Code.
- ii. You breaking the **agreement**.
- iii. Any loss you suffer caused by you using a **service** in a way that breaks the **agreement**.
- iv. Any commercial or businesses loss.
- v. Any loss or damage caused by malware or the unauthorised use of a **service** on any of your devices.
- vi. Any loss of, corruption of or release of data or information.
- vii. Any failure of safety, security or other alarm systems due to incompatibility with a **service**, or any other reason which is not due to our fault or neglect.
- viii. You using any equipment or hardware we haven't supplied.
- ix. Losses which we couldn't reasonably have expected or which we couldn't have considered when entering into the **agreement**.

## 16. Returning faulty equipment

- a. If you think any of the **loaned equipment** is faulty, please tell us.
- b. You must return any **loaned equipment** that you tell us is faulty, or which we tell you is faulty or needs to be fixed or replaced (for example, if the **loaned equipment** is out of date or needs an upgrade).
- c. We may test any **loaned equipment** you tell us is faulty. If we find it isn't faulty, we may return it to you or replace it.
- d. If you haven't returned any **loaned equipment** within 30 days of us giving you a replacement, we may:
  - ii. interrupt or restrict access to any service you take from us until the **loaned equipment** is returned; or
  - ii. recover our costs for that **loaned equipment**.



Any replacement **loaned equipment** we send will be new or 'as new'(which is second-hand **equipment** we've refurbished).

## Changes we may make

### 17. How we can change a service, service features, equipment, charges and terms and conditions of the agreement

- a. We may change a **service, service features, loaned equipment**, charges and the terms and conditions of the **agreement** at any time for the reasons listed in clauses 18 to 21a.
- b. Your charges will automatically increase each year, see clause 21b. Your international calling and texting charges will increase if our partners increase the cost, see clause 21d.
- c. Subject to paragraph 17e below we will follow the procedure in clause 17d (and you will not have to pay a fee for leaving early) if either of the following applies:
- i. we increase the **core charges**, or these terms and conditions (other than a change in respect of an **additional service**) or the terms and conditions for a **service feature** (other than a **service feature** that is an **additional service**) in a way that is not exclusively to your benefit; or
  - ii. we change the **service**, or if we change the **charges** (other than a charge for an **additional service** or a one-off charge), in a way that significantly disadvantages you.
  - iii. If we change the terms and conditions for an **additional service** or the **charges** for an **additional service**, you only have the right to end the **additional service** without paying a fee for leaving early. If you decide to end the **agreement** in these circumstances a fee will be payable, unless one of the reasons set out at (i) or (ii) above applies.
- d. If this clause applies:
- i. We'll tell you at least 30 days before the change, unless we can't reasonably do that (for example, if the change is for legal or regulatory reasons, in which case we'll give you as much notice as possible).
  - ii. We'll give you the opportunity to give us 30 days' notice to end **the agreement** or, if applicable, the **additional** service without having to pay any extra charges or a fee for leaving early. But you'll have to tell us that you want to do this within 30 days of the date of the notice that we send you.
- e. We'll either write to you about any other changes or advertise the change another way, such as on our website.
- i. You will not have a right to end the **agreement** or the **additional service** without having to pay any increased charges or a fee for leaving early if:); Any change to the **core charges** or the **charges** is as a result of our annual price increase (as described in clause 21b); or
  - ii. Any change to the charges for international services is as a result of an increase as described at clause 21d; or

iii. The change falls within clause 17c(i) but is of a purely administrative nature (for example but not only, transferring this agreement to another company in our **group**) and has no negative effect on you, or is directly imposed by law.

## 18. Changes to a service, service features, loaned equipment and terms and conditions of the agreement

We may change a **service**, service features, **loaned equipment** and terms and conditions of the **agreement** to do the following.

- i. Make the **agreement** clearer or easier for you to understand or change it in another way (if this change falls within clause 17c(i) or clause 17c(ii) you will have the right to cancel as described in those clauses) .
- ii. Change, improve, update or add to a **service**, **service features** or **loaned equipment** you get (for example, if we increase the maximum upload speed for your Broadband).
- iii. Introduce new services, service features or **loaned equipment** (for example, if we introduce a new calling feature or security product).
- iv. . Change the way we structure our prices, **charges**, a **service**, **service features** or **loaned equipment** (for example, if we change the names of our products or services, their content or their descriptions).
- v. Add new service features (for example if we introduce a new security feature to your Broadband service).
- vi. . Add to or change the way we provide a **service**, service features or **loaned equipment** (for example, if we introduce new ways for you to receive Broadband.)
- viii. Reflect changes to or developments in technology (for example, we may develop the way we provide a **service**, or introduce new ways to pay for a **service**, or develop and introduce new systems which give you a better service).
- ix. Withdraw, replace or remove all or part of a **service**, a **service feature** or **loaned equipment**.
- x. Make minor changes to technical specifications (for example, limits for transferring information associated with a **service** and the technology we use to provide a **service** to you.)
- xi. Update, upgrade, improve or alter a **service**, service features or **loaned equipment** (for example, to fix bugs or faults, tackle security issues, improve software or equipment, change the way a **service** looks or improve how the **loaned equipment** works).
- xii. Reflect a change in our ability to provide a **service**, service features or **loaned equipment** in a particular area (for example, if we increase our coverage somewhere).
- xiii. Reorganise the way we manage or run our business.
- xiv. Reflect any change to a law, code of practice, regulation, guidance or responsibility that applies to us.

## 19. Other changes to a service, service features, loaned equipment or terms and conditions of the agreement

Because we might provide a **service** to you for a long time (not just for the **minimum term**), and we can't always predict the future, we may need to make changes for a reason not listed in clause 18. If we do, we'll give you notice, and you may be able to end a **service** in line with clause 17c.

## 20. Changes to the charges

We may change the **charges** if:

- we change a **service, service features, loaned equipment** or the terms and conditions of the **agreement** as listed in clauses 18(i) to 18(xii);
- the cost of providing a **service** or **service** features increases (for example, the businesses we buy from increase their prices);
- the cost of running our business increases;
- we reorganise the way we run our business; or
- there's a change in a law, code of practice, regulation, guidance or responsibility that applies to us (for example, if there's a VAT increase).

## 21. Other changes to the charges

a. We might need to make changes to the **charges** for reasons other than those listed in clause 20. If we do, we'll give you notice and you might be able to stop a service in line with clause 17c.

b. From March 2022, an annual price increase will be applied to your **charges** (including the **core charges**). This annual price increase (rounded down to the nearest whole pence) will be calculated by multiplying the **charges** by a percentage comprised of i) the Consumer Price Index (CPI) rate figure published by the Office for National Statistics in January of that year (ignoring any negative figure), plus ii) 2% This increase will take effect on or after 31<sup>st</sup> March if you're billed monthly; and on 31<sup>st</sup> March if you're billed quarterly and were not due to receive your usual quarterly bill in March. If the CPI figure is negative in the relevant year we will only increase the **charges** by 2%.

c. Where you purchase more than one service from and each is subject to an annual price rise, the amount of the price rise is calculated on each service separately.

## 22. Moving between services, service features and loaned equipment

If we withdraw a **service** so you can't carry on receiving all or part of it, (for example, if we change the number of service options available), we'll move you onto our next best, or better, service. If we can, we'll tell you at least 30 days before we do this. If we can't, we'll give you as much notice as possible. If the service we move you to has a higher charge, we'll either let you end it without paying the charges described in clause 13 or we won't charge you the higher charge for the rest of the **minimum term**.





After the **minimum term**, we'll charge you the full price of the new service.

- a. We may move you to a better service, service feature or equipment at no extra cost for a trial period. We'll tell you at least 30 days before we do this. Unless you tell us not to, we'll move you back to your previous service, service feature or equipment once the trial period has finished. You can tell us to end your trial period whenever you like.
- b. You can choose to upgrade or change a **service**. We may apply a new minimum term or charge you an activation charge. Or we might let you carry over any **minimum term** you've got left on the **agreement**. We'll tell you at the time if that's the case.

## Everything else

### 23. Equipment and software

We'll tell you when you should get the **loaned equipment**. You may be able to get other equipment from us at an extra cost. If there are any charges for equipment, we'll tell you when you order.

- a. The **loaned equipment** (except the software in it) belongs to us at all times. You must look after it and not dispose, damage, destroy or otherwise interfere with it unless we ask you to (for example, if we're helping you fix a problem). If the **loaned equipment** is damaged other than through fair wear and tear, you'll have to pay to fix or replace it. We recommend you insure it against loss, theft or damage for the full replacement value.
- b. Payment of the **non-return equipment charge** does not transfer ownership, you must still return the **loaned equipment**. If the **loaned equipment** is returned within two years of the **non-return equipment charge** being levied, we will credit your account (or provide a refund at our absolute discretion) an amount corresponding to the condition of the **loaned equipment** allowing for reasonable wear and tear.
- c. The **-owned equipment** will always belong to us. You must look after it and not damage, destroy or otherwise interfere with it unless we ask you to (for example, if we're helping you fix a problem). If the **-owned equipment** is damaged other than through fair wear and tear, you'll have to pay to fix or replace it.
- d. We own, or own the licence to, the software in any **loaned** equipment we (or someone acting on our behalf) have given you. Sometimes you'll have to agree to the terms of an 'end-user licence' to use it. You won't have to pay any charges for this software unless you've agreed to do so.

You must let us update, upgrade or replace software relating to a **service** or the **loaned equipment**. Software changes might happen automatically.

We can only be responsible for equipment we give you. If you choose to use any other equipment (like a router made or supplied by anyone else), you must make sure it's compatible with that service. We will supply the relevant credentials to make your service operational, but any support in setup of your hardware will be charged at our normal hourly rates for IT support. No additional help will be given in terms of device setup or configuration.

You must not connect equipment to our network that may harm it, or harm anyone else's equipment or services. If you do, you must disconnect it straight away, or pay us to do it.

## 24. What happens when you move home

If you move home, let us know at least 14 days beforehand. You can ask us to set up the **service** at your new address in the UK. Under our home mover policy, we'll carry on providing that **service** at your new address unless it's not possible to do so.

## 25. How to get in touch with us and how we'll contact you

a. We'll send you any written notice by electronic message by email or by posting it to the address we have for you. We'll send you all other notices by email, telephone, voicemail, text message or other form of electronic message. We'll assume you get letters in the post two **working days** after we've sent them. It's your responsibility to read the notices that we send you.

b. You can phone us on 01603 904047. Calls are charged at the standard rate. You can also email us through [support@itsfibre.co.uk](mailto:support@itsfibre.co.uk)

## 26. Parental controls

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

- we limit access to websites we (or our supplier) believe should be blocked because they may be unsafe or unsuitable for you to view or access (based on the choices you've made); and
- websites are sorted for blocking by our supplier. We aren't responsible for categorising websites or for you always being able to go to websites which aren't barred.

## 27. Sorting out complaints

a. From time to time you may need to contact us to sort out a problem. Our Customer Complaints Code tells you how to do that and how we will deal with any complaint or dispute. You can read the code at our website in the FAQ section.

b. We'll try our best to settle 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 Code.

c. If we cannot agree a solution with you within eight weeks of getting your complaint, or before the eight weeks is up we agree in writing that the dispute should be settled by an independent adjudicator, you can refer it for 'alternative dispute resolution' by contacting the Communications Ombudsman. You can find out more at [www.commsombudsman.org](http://www.commsombudsman.org) or by phoning 0330 440 1614. The Ombudsman's service is free.

## 28. Transferring the agreement

The **agreement** is only between you and us. You cannot transfer it to anyone else or try to do so. We can transfer the **agreement**, and our rights and obligations under it, to anyone else (including if we reorganise the way we work), as long as it doesn't have a negative effect on your rights.<sup>30</sup>



## 29. Other things we need to tell you

a. We and our suppliers still own any intellectual property rights associated with a **service** and the **loaned equipment**, so you won't own any rights in them by using a **service**.

b. Only you and we can take action under the **agreement**. Nobody else can enforce it or benefit from it (except in line with clause 28).

c. If any part of the **agreement** cannot be enforced, all other parts of the **agreement** will still apply.

d. We may record calls (including marketing calls) to help us with training and to prevent identity fraud. We also record all 999 and 112 emergency calls.

e. The **agreement** is made under English and Welsh law. Any disputes you and we cannot settle can only be decided in English and Welsh courts, unless:

- you live in Scotland, in which case Scottish law applies and the courts of Scotland will settle disputes; or
- you live in Northern Ireland, in which case the laws of Northern Ireland apply and the courts of Northern

## GDPR

We may process your personal data which you have supplied to us and this will be included in your customer record on our internal customer relationship database ("customer-record data"). The customer record data may include your name, address, telephone number, email address, company details.

The customer record data may be processed for the purposes of enabling and monitoring your use of our services. The legal basis for this processing is our legitimate interests, namely the proper administration of our services and business and/or the performance of a contract between you and us, and/or taking steps, at your request, to enter into such a contract.