

## RESIDENTIAL TERMS AND CONDITIONS

These Terms and Conditions shall apply to the provision of Open Fibre Ltd services (as specified below) to the Customer. In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Customer or otherwise), the former shall prevail unless expressly otherwise agreed by Open Fibre in writing.

### TERMS SPECIFIED IN THESE TERMS AND CONDITIONS

**“Agreement”** means the contract for the supply of the Service comprising these terms and the Request for Service included in your Customer Service Agreement (hereafter also referred to as “the Agreement”).

**“Charges”** means the invoice value attributable to the Service provided under the Agreement.

**“Customer”** means you the Customer who is entering into the Agreement.

**“Fair Use Policy”** means “unlimited” call allowance subject to a fair use policy.

**“Open Fibre”** means services which are provided by Open Fibre.

**“Plan”** means your service package provided by Open Fibre.

**“Service Provider”** means any third-party service provider Open Fibre uses, to provide the Services under the Agreement.

**“Service(s)”** means Open Fibre’s Broadband and any other consumer services and any equipment we provide via Open Fibre’s nominated service provider(s).

**“Home Flex”** means the broadband service package offered by Open Fibre on a 60-day rolling contract basis, specifically designed for customers whose tenure at a property is governed by a residential tenancy agreement. The discounted rate applicable to this Plan is set out in the Tariffs and Charges on the Website.

**“Term”** means the Agreement duration for the Service as specified in the Agreement.

**“The Line”** means the connection between the installed premises and the network.

**“Website”** means the website [open-fibre.co.uk](https://open-fibre.co.uk).

**“In Writing”** means written communication by post. Where specified in this agreement Customers may communicate in writing to the following:

**By post to:** Open Fibre Customer Services, Telecom Acquisitions, 8 Piries Place, Horsham, RH12 1EH.

## **1. OPEN FIBRE SERVICES**

1.1 Open Fibre agrees:

1.1.1 To provide you the Customer with your chosen Services, including Telephony, Broadband and any other consumer Services and any equipment we provide.

1.1.2 To use all reasonable endeavours to complete its obligations under these Terms and Conditions, but time will not be of the essence in the performance of these obligations.

1.1.3 To deliver the Service and any equipment to the UK address you give us.

1.1.4 To provide the Service in the UK unless the Service terms say otherwise.

1.1.5 To provide the Service at the agreed installation costs subject to an Openreach (or other provider) survey. Should there be any additional charges you will be asked to accept these charges before we progress the order.

1.1.6 To ensure that all equipment used by the Customer in conjunction with the Service conform to the relevant standards and approvals (e.g. European Consumer Equipment Standards 'CE' mark).

1.1.7 Where the Customer has subscribed to the Home Flex Plan, Open Fibre agrees to provide the Service on a 60-day rolling contract basis, subject to the specific terms set out in Section 15 of these Terms and Conditions.

## **2. THE CUSTOMER'S RESPONSIBILITIES**

2.1 The Customer agrees:

2.1.1 To ensure the safe use and custody of all equipment provided by Open Fibre. To ensure that equipment used by the Customer in conjunction with the Service conforms to the relevant standards and approvals (e.g. European Consumer Equipment Standards 'CE' mark).

2.1.2 To ensure that Open Fibre has such rights of access, and such facilities as Open Fibre reasonably requires, to perform its obligations under this Agreement. You also

agree, where relevant, to get permission from any interested third party if we must cross their land or position our equipment on their premises to deliver your Service.

2.1.3 To comply with Open Fibre's reasonable instructions to modify its equipment in order to receive the Service.

2.1.4 Any equipment we provide is loaned to you and remains the property of Open Fibre. This includes but is not limited to, the router we provide at the outset of our agreement and any device we may lend during the course of customer support. Any property not returned within 14 days of Open Fibre requesting it to be returned will be chargeable. Charges can be found on Open Fibre's website under [Tariffs and Charges](#).

2.1.5 Any router supplied with our Service must be connected to the master socket in the premises or Open Fibre cannot accept any responsibility for deterioration in Service which may result (e.g. poor or inferior wiring on the customer's premises).

2.1.6 To accept that if we provide you with a telephone number that you do not own that phone number and will not transfer it to anyone else or try to do so.

2.1.7 To accept that if you have internet access provided by us that your use of the internet is at your own risk. You are responsible for ensuring that any equipment used to access the service is protected against viruses and agree that Open Fibre is not responsible for any equipment you have connected to the service that has not been provided by Open Fibre (this includes any device you chose to connect to the service whether that connection is made via Ethernet cable or wirelessly).

2.1.8 To accept that it is the responsibility of the Customer for proper use of any user ID's, personal identification numbers (PINs) and passwords needed for the Service. The Customer must take all necessary steps to make sure that these records are kept confidential, secure and not available to unauthorised people.

2.1.9 To accept that once the initial contract term has been fulfilled, the contract will move onto a monthly rolling contract until the customer gives notice as set out in section 8 of the Terms and Conditions. Where a Customer is on a Home Flex Plan, the contract shall operate on a 60-day rolling basis from the Service Commencement Date. Notice of termination must be provided in accordance with clause 15.3.

2.1.10 Where a tariff/bundle includes "Unlimited" calls, only calls made to standard UK mobile or landlines numbers from a UK landline are included in the "unlimited"

allowance. Calls to other destinations such as premium rate or international numbers are excluded from the allowance.

The “Unlimited” call allowance is subject to a fair use policy of 10,000 minutes per monthly bill cycle. Calls exceeding 10,000 minutes will be charged at standard call rates.

2.2 The Customer agrees not to:

2.2.1 Use the Service for any illegal or improper purpose, nor allow another to do so.

2.2.2 Assign or transfer the Agreement, or any part of it, without the prior written consent of Open Fibre.

2.2.3 Use the services and equipment provided to you under these terms for business purposes.

### **3. LINE RENTAL & OTHER SERVICES**

3.1 Where the appropriate sections have been satisfactorily completed on the Agreement:

3.1.1 Open Fibre will, in return for payment of the Charges, provide agreed services from the Service Commencement Date.

3.1.2 The Customer will pay Open Fibre the Charges in accordance with the terms of this Agreement.

3.1.3 Open Fibre will be responsible for maintaining the Service.

3.2 Open Fibre do not guarantee that the Service will be free of faults, but Open Fibre will endeavour to correct any faults once reported to us.

3.3 The Customer must report all faults on the Service to Open Fibre by contacting our Technical Support Help Desk on 01482 680080 or visit [open-fibre.co.uk/contact-us/](https://open-fibre.co.uk/contact-us/).

3.4 The Customer may not use an alternative Carrier or Service on the Line without our written permission. Such permission shall be at our absolute discretion and in the event that the Customer makes such use of the Line, Open Fibre reserve the right to terminate this Agreement at any time, without being liable to the Customer for any loss or liability incurred by the Customer as a consequence, and you agree to indemnify us against all loss and keep us indemnified.

3.5 Open Fibre reserves the right to use such Carrier or Carriers as Open Fibre consider appropriate to deliver the Service.

3.6 Open Fibre or any Carrier who may be supplying Services may at any time need to audit the Line to check its operational status and effectiveness and the Customer agrees to co-operate with such audit promptly and fully.

3.7 In the event that the Line is already rented by the Customer on a contract with another provider, which conflicts with this Agreement (e.g. the contract still has part of a fixed term left to run), Open Fibre reserves the right, at its discretion to terminate this Agreement and the Customer agrees to indemnify Open Fibre for any resulting costs.

3.8 Open Fibre rents the Line from another party and Open Fibre cannot guarantee a particular quality of service on the Line.

3.9 This part of the Agreement is conditional upon:

3.9.1 Any Service Provider as may be relevant, carrying out a full site survey which it or they consider to be satisfactory.

3.9.2 Any survey or enquiry which Open Fibre carries out being in our opinion satisfactory.

3.9.3 Open Fibre reserve the right to delay implementation of this Agreement until such satisfactory survey or enquiry is completed and notified to Open Fibre without being liable to the Customer for any loss incurred by the Customer.

3.9.4 In the event of any such survey or enquiry not being satisfactory Open Fibre reserve the right to terminate this Agreement at any time without being liable to the Customer for any loss incurred by the Customer.

3.9.5 The Customer agrees to indemnify Open Fibre for any loss incurred as a result of such survey enquiry or termination.

3.10 This Agreement is subject to a Service Provider's terms and conditions of business which may vary from time to time.

3.11 In the event that a Service Provider terminates the Line Rental, Open Fibre reserve the right to terminate this Agreement at any time without being liable to the Customer for any loss incurred by the Customer or any third party.

3.12 The Customer may not misuse the Line, exceed its technical parameters or interfere with it. If the Customer does any of these things Open Fibre reserves the right to terminate this Agreement at any time without being liable for any loss to the Customer. The Customer agrees to indemnify Open Fibre for any loss incurred as a consequence.

3.13 Open Fibre may terminate this Agreement at any time at its absolute discretion in the event that the Customer is in breach of any other agreement the Customer has with Open Fibre.

3.14 Should the Customer amend their installation date within 2 working days of that scheduled installation, Open Fibre will charge an administration fee. These fees can be found on Open Fibre's website under [Tariffs and Charges](#).

#### **4. SUSPENSION OF THE SERVICE**

4.1 Open Fibre may, at its discretion and upon giving the Customer reasonable written notice, suspend the Service without compensation if Open Fibre:

4.1.1 Is entitled to terminate the Agreement.

4.1.2 Is required to do so in order to avoid a breach of its Service.

4.1.3 Believes the Service is being used in connection with any illegal or improper purpose.

4.1.4 Reasonably believe that the Customer will fail to pay any amount due under this Agreement.

4.1.5 The Customer shall reimburse Open Fibre for all reasonable costs and expenses incurred as a result of such suspension and any re-commencement of the Service as appropriate.

4.2 Where suspension is implemented as a result of any act or omission of the Customer. Open Fibre may at its discretion apply a charge on the Customer's next invoice to recover these costs.

4.3 In the event that the Customer fails to pay or pays late, Open Fibre will apply a fee. This can be found on the Open Fibre website under [Tariffs and Charges](#).

4.4 Open Fibre reserves the right to recover all outstanding charges by passing them on to an external debt collection agency (DCA). The customer will receive notice from Open Fibre of our

actions in passing on the Customer's details to the debt collection agency (DCA). This may incur additional charges to the Customer.

4.5 The Customer must be aware that this may be passed over to the County Court to recover outstanding debt.

## **5. FAULT RESOLUTION & COMPLAINTS**

5.1 The Customer shall notify Open Fibre of any material fault in the Service and Open Fibre shall use all reasonable endeavours to remedy the fault as quickly as practical.

5.2 The Customer may be charged for any repair work and any reasonable costs incurred by Open Fibre if such repair work results from the Customer's own act or omission or is requested by the Customer but is found by Open Fibre to be unnecessary.

5.3 We make every effort to ensure that our Customers are happy with the level of service, and the products and Service they receive from us. However, despite our best efforts, things can go wrong. We take customer complaints very seriously and aim to resolve them quickly and efficiently. If you have a complaint about any part of our service, please contact our Customer Care Team [open-fibre.co.uk/contact-us/](https://open-fibre.co.uk/contact-us/) or by letter to the address specified on our website.

5.4 Open Fibre will not be responsible for the performance of any equipment connected to the Service that has not been supplied by Open Fibre or for the performance of internal cabling within the customer's premises beyond the master telephone socket. We make every effort to support customer issues through our customer support service and the support material we provide on our website (Help and Support section). Open Fibre also offer a premium support help line which aims to provide support for any related client issue that is not covered under the Terms and Conditions of the Service (please see our website for further details).

5.5 The Customer may be charged for any engineer visit or call out fee reasonably incurred by Open Fibre. If an engineer attends your property and finds that they cannot gain access or there is no fault found on the Service Provider's network, then the network engineers will charge a call out/missed appointment fee. If the fault is caused by any of your own equipment, internal wiring, extension sockets, fax machine, telephone or any other device on

your premises then this would also be chargeable but not fixed by the network engineers. Click here to view Open Fibre's [Tariffs and Charges](#).

## **6. LIABILITY**

6.1 As Open Fibre is not aware how a breakdown or a defect in the Service might affect the running of the Customer's affairs, Open Fibre will not be responsible for any financial loss associated with an interruption to the Service. As you (the Customer) are aware of your own requirements, if you think you require protection against this risk, you should insure yourselves against it and/or make appropriate arrangements for any disruption to your Service. The charges for delivery of the Service have been worked out on the basis that Open Fibre is not responsible for this risk, even if such a loss is the fault of Open Fibre.

6.2 Open Fibre will not be liable under the terms of this contract for:

6.2.1 Use of your Wireless Router or equipment to access any other internet service.

6.2.2 Your use of any modem, wireless router, or any other equipment that we have not supplied to you.

6.2.3 Slow speeds, caused by factors such as, but not limited to, the following: the quality of your line, faulty or poor internal wiring, if you're using a wireless connection, faulty equipment, network capacity and the number of customers on the network or any particular website at any one time. If the speeds are continuously or regularly significantly lower than the estimate you should refer to the contact us section of the Open Fibre website.

6.2.4 Providing a wireless service as this is affected by numerous factors such as the following: thick walls, radiators, mirrors, home environment, other wireless devices within range of the router. If you are experiencing difficulties connecting over wireless, please contact us on 01482 680080.

## **7. CHARGES AND PAYMENT**

7.1 Charges shall be set out in the Agreement, associated quotations, or on Open Fibre's website where pricing for products referenced in the Agreement are published on the Open Fibre website. Open Fibre may vary the charges by giving 30 days' notice to the Customer in writing and on the Open Fibre website.

7.2 Customers will be invoiced electronically, using the email address provided in the Agreement. Paper bills can also be provided to the Customer, these are chargeable, this can be found on Open Fibre's website under [Tariffs and Charges](#).

7.3 Each invoice shall be paid by the Customer by Direct Debit unless agreed otherwise. Direct Debits will be taken on or around your agreed payment date. Any due amounts from previous months will be displayed on the Customer's monthly invoice and will be collected by Direct Debit in that month.

7.3.1 A direct debit instruction must be set up. If this has not been set up, the order will be canceled or suspended until a direct debit is in place.

7.4 The Customer shall pay all invoices by Direct Debit unless otherwise permitted by Open Fibre in writing. If Open Fibre permits the Customer to pay by a different option other than by Direct Debit, Open Fibre reserves the right to charge the Customer an additional administrative fee. This can be found on Open Fibre's website under [Tariffs and Charges](#).

In the event the Customer cancels any established Direct Debit payment arrangement, Open Fibre reserves the right to suspend all services, as well as charge the Customer an administrative fee. A schedule of current charges is maintained on the Open Fibre website.

7.5 The customer shall pay all invoices by the agreed collection date unless otherwise permitted by Open Fibre in writing.

7.6 If the customer continuously fails to pay invoices on the agreed collection date, Open Fibre reserves the right to suspend all services and terminate the agreement.

7.7 Any overdue payments to Open Fibre will incur a late payment fee, this can be found on Open Fibre's website under [Tariffs and Charges](#).

7.8 No payment shall be considered made until it is received by Open Fibre or its collection agency in cleared funds.

7.9 Interest shall accrue on overdue invoices from the Due Date until payment (whether before or after judgment) at the annual rate of 2 percent above the prevailing base lending rate of the Royal Bank of Scotland. Interest shall accrue even if the Agreement is terminated for whatever reason.

7.10 All charges which are periodic in nature shall, where relevant, be prorated on the basis of a 30-day month for the first and last calendar month of the supply of the Service.

7.11 All sums due to Open Fibre are inclusive of Value Added Tax and any other applicable sales tax or duty which shall be invoiced at the prevailing rate. The Customer shall pay Value Added Tax due to Open Fibre upon presentation of a valid invoice.

7.12 Agreed Annual Price Adjustment: Your monthly charges will increase with your April bill each year. We will provide you with a minimum of 30 days' notice regarding the precise increase each year or set out the amount at the point you enter this or a new agreement. The most recent increase or the planned amount of increase is shown in the Tariffs and Charges document on the website. Customers on the Home Flex plan should refer to clause 15.4 regarding the transition from discounted to standard rates after 12 and 24 months of service.

7.13 Call charges shall be calculated with reference to data recorded or logged by Open Fibre and not by reference to any data recorded or logged by the Customer, nor by reference to any information provided by Open Fibre to the Customer for information purposes only.

7.14 All payments must be received by the designated payment date, failure to do this will incur charges and may result in your services being suspended.

## **8. TERM AND TERMINATION OF THE AGREEMENT**

8.1 You can sign up for the Service online on Open Fibre's website, over the telephone, or by completing and sending a signed paper version of our Customer Service Agreement. The Agreement shall start when Open Fibre have provided you with written acceptance of your order. Written acceptance will be communicated to you to your chosen email account or by post to your current address if you have not supplied an email address. The length of the Agreement shall be in accordance with the Term specified in the Agreement.

8.1.1 Notwithstanding clause 8.1, once the services have been installed the contract for the supply of services shall commence. The initial term of the agreement and the charges for that service will then take effect from completion of the installation.

8.2 Prior to the installation of your service your cancellation rights and the consequences of cancelling are as follows:

8.2.1 You have the right to cancel your agreement with Open Fibre within 14 days ("cooling off period") from receiving your contract and terms and conditions by calling our Customer Care Team on 01482 680080.

8.2.2 If you cancel your contract within the cooling off period you are entitled to a full refund of any monies paid, including the costs of delivery of any equipment you ordered. The only exception to this clause will be where you have requested to have your services installed, prior to the completion of the 14-day cooling-off period. In this instance you must pay us an amount which is proportionate to the service provided up to the point you cancelled the order. You will also need to pay any connection or activation charges associated with that service – including the full cost of charges that were discounted or advertised as free as a condition of taking the service on the terms that you agreed when we accepted your order.

8.2.3 The charges for the installation are dependent on the network area and from time-to-time, individual circumstances. A list of these charges be found on Open Fibre's website under [Tariffs and Charges](#).

8.2.4 If you do not cancel your order before 12pm two working days before your installation is due to take place, you will be responsible for paying a charge for the engineer appointment for the costs incurred from a wasted engineer visit. This can be found on Open Fibre's website under [Tariffs and Charges](#).

8.2.5 If you cancel a contract, you are responsible for returning any equipment within 14 days of cancelling the order to avoid being charged for that equipment. A list of these charges can be found on Open Fibre's website under [Tariffs and Charges](#).

8.2.6 We will make any refund due to you (less any deductions due to us) without undue delay and not later than the earliest of 14 days after the day we either completed the cancellation request with you or if applicable received the equipment back from you.

8.2.7 If you cancel your order outside of your cooling off period, you will not receive a refund for any once-off fees or activation fees. This can be found on Open Fibre's website under [Tariffs and Charges](#).

8.3 Once the customers' service has been installed the Customer may terminate this Agreement at any time by providing 30 days' notice by calling our Customer Care Team 01482 680080 however it should be noted that if this termination is served within the period of the agreed contract term early termination charges will apply (see clause 8.4). Customers on the Home Flex Plan should refer to clause 15.3 regarding the applicable notice period for termination.

8.4 Early termination charges will be payable if you cancel your contract within your agreed contract Term. The early termination charges are set out in our charges tariff, this can be found on Open Fibre's website under [Tariffs and Charges](#).

8.4.1 If you have received an upgrade and cancel early within your contract, charges will be payable.

8.5 If you decide to terminate this Agreement upon receiving notification that we will be or have applied the annual price adjustment to your tariff, then early termination charges will apply for the remainder of the term of your Agreement.

8.6 Open Fibre may terminate the Agreement:

8.6.1 At any time by providing 30 days' notice given that the initial Term has been fulfilled and forthwith following any suspension of Service.

8.7 Either Party may terminate the Agreement forthwith if:

8.7.1 The other Party has committed a material breach which is incapable of remedy.

8.7.2 The other Party has committed a material breach which is capable of remedy but which it fails to remedy within 15 days.

8.7.3 The other Party becomes unable to pay its debts as stated in section 123 of the Insolvency Act 1986 (including any amendments).

8.7.4 A liquidator (or any other professional relevant to bankruptcy) is appointed to manage all or some of the Parts assets (other than for the purpose of solvent amalgamation or reconstruction).

8.7.5 The other Party enters into an arrangement or composition with its creditors.

8.8 Either Party may terminate the Agreement if the Service is interrupted for a period exceeding 1 month due to any event occurring outside the reasonable control of the parties.

8.9 Termination of the Agreement shall not relieve the Customer of its obligation to pay any charges incurred or affect in any way the continuation in force of paragraphs 5, 6 and 8.

8.10 Notwithstanding clause 8.4, if you end your contract for broadband services with us and do not transfer your broadband services and telephone line to another provider via a recognised transfer process, you agree to pay us a disconnection charge. This can be found on Open Fibre's website under [Tariffs and Charges](#).

## **9. MOVING HOUSE**

9.1 Moving home costs are set by the standard installation fees advertised on our website. The installation fee will be dependent on the contract length taken, package chosen and the area you are moving to. We will then arrange a new agreed contract term with you for your new address, to which a separate minimum contract term will apply. Please also note that if you move home, your contract with us for your current Services will continue until it is ended in the way set out in condition 8.3 “Term and Termination”.

If you have our Fibre to the Property Service, then you cannot move home with your Services within the first 12 months of your contract. If you do move home then the full 12 months minimum term is payable, plus moving home costs.

9.2 You must contact the Customer Services team and ask Open Fibre to disconnect the services at your current address. This will usually take effect within two to five working days of making contact and please note that you will then not have access to either internet services or inbound/outbound calls, including calls to the emergency services, at the current address.

9.3 Moving home costs are set out by reducing your current agreed contract term to match the duration of time you have had the services at the installation address. We will then arrange a new agreed contract term with you for your new address to which any installation fees may be applied with any agreed discounts.

9.4 If we are unable to provide the services at your new address for any reason, the charges for the contract will be payable in line with section 8 of these terms. Your obligation to pay for the services and any cancellation fees still apply in line with the original terms of the contract.

## **10. CHANGES TO YOUR CONTRACT AND UPGRADES**

10.1 If you plan to upgrade or change the services, you receive from us then you must speak to our Customer Services team. You may be able to change or upgrade your services, however we may charge you an additional fee for doing this where we incur costs for any reason. We will tell you what the amount of this fee is prior to charging you. It may take up to 31 calendar days to change or upgrade the services and you may experience a loss of service during this time. You will continue to be responsible for the Charges for your current Services at all times during the upgrade and change process.

10.2 The costs to upgrade are set by the standard installation fees advertised on our website. The installation fee will be dependent on the contract length taken and the area you live in. We will then arrange a new agreed contract term with you, to which a separate minimum contract term will apply.

10.3 Notwithstanding clause 2.2.2, Open Fibre may charge an administrative charge for assigning the contract to another individual. This can be found on Open Fibre's website under [Tariffs and Charges](#).

10.4 Once the initial contract term has been fulfilled, the Customer may request to change the contract term and amend any additional items by giving a minimum 30 days' notice. We will then arrange a new agreed contract term with you, to which a separate minimum contract term will apply.

10.5 If you plan to upgrade your existing package to our 24-month broadband "Take it with you broadband", there will be no upgrade charges applied to your account.

## 11. DATA PROTECTION & CONFIDENTIALITY

Data protection legislation means collectively:

- i) any applicable laws of the EU;
- ii) any applicable laws relating to the processing or personal data and the protection of an individual's privacy;
- iii) The Data Protection Act 2018 and any amendment or replacement to it. Open Fibre privacy policy means that the policy that Open Fibre has implemented and may be updated from time to time on how it processes personal data. Document can be found on the Open Fibre website [open-fibre.co.uk](https://open-fibre.co.uk) under [Privacy Policy](#).
- iv) Data protection legislation means the Data Protection Act 1998 superseded by the Data Protection Act 2018;

11.1 If the Customer is an individual about whom Open Fibre processes personal data (as defined in the Data Protection Act 2018), the following shall apply:

11.1.1 Open Fibre may process such personal data for the purposes of administering the relationship.

11.1.2 Open Fibre may also, from time to time, use such personal data to provide the Customer, whether by telephone, facsimile, electronic mail or other means of communication, with details of products and services of Open Fibre and/or Open Fibre Affiliates which may be of interest to the Customer.

11.1.3 Open Fibre reserves the right to record all incoming and outgoing calls made with its clients for the purpose of administering the relationship with the client. Calls may also be recorded for training purposes. In the event that a call has been recorded it is our policy to hold recordings for a 6 month period after which time recordings are deleted.

11.2 By entering into the Agreement, the Customer expressly agrees to the use of personal data for the purposes described above.

## **12. GENERAL**

12.1 Open Fibre may use sub-contractors to perform its obligations under the Agreement.

12.2 Open Fibre may at any time assign, transfer, charge or deal in any other manner with the Agreement or any of its rights under it or sub-contract any or all of its obligations under it.

12.3 If any provisions of the Agreement terms and conditions are held by a court or any government agency or authority to be invalid or unenforceable, the remainder of the Agreement terms and conditions shall to the extent possible remain valid and enforceable.

12.4 In the event that the Service fails, and the Customer has to use the services of another organisation, Open Fibre will not be responsible for any charges that the other organisation should make.

12.5 Neither party shall be liable to the other for any loss or damage that is caused by an event beyond its reasonable control. Such events include, but are not limited to, acts of God, lightning damage, fires, deficient power supplies, labour disturbances, loss of service on exchange lines provided by other telecommunications operators and any acts or omissions of Government, highways authorities, other telecommunications operators or third parties generally.

12.6 The Agreement shall be modified only by written agreement of both Parties.

12.7 Failure by either party to exercise or enforce any right under the Agreement shall not deprive either Party of the right to exercise or enforce any rights under the Agreement on any later occasion.

12.8 Except in the case of fraudulent misrepresentation, the Agreement expresses the entire understanding of the Parties in relation to the Service and replaces any and all former agreements, understanding, offers and representations (both written and oral) relating to the Service.

12.9 The Agreement shall be governed by English law and the Parties irrevocably agree to the exclusive jurisdiction of the English courts.

### **13. SUPPORTPLUS**

This service is available to all Customers, whereby the Customer will be issued a different telephone number for our after-sales department. Charges for this service can be found on Open Fibre's website under [Tariffs and Charges](#).

### **14. CALL PACKAGES**

When calling from your landline to a mobile number, please be aware that your call package includes only calls to the following service provider networks:

- Mobile - O2
- Mobile – Virgin
- Mobile – T-Mobile
- Mobile – Orange
- Mobile – Vodafone
- Mobile – Hutchinson G3
- Mobile – Opal
- Mobile – BT Fusion

Calls to other operators that are not listed above are not included in your call package. This could potentially mean that you incur additional call charges if the mobile number you are calling is associated to a service provider that is not part of your call package.

If you are looking to cancel your contract before installation, simply call us on 01482 680080 where a member of our Customer Care Team will be more than happy to help.

## **15. HOME FLEX**

**15.1** The Home Flex Plan is available to residential customers who hold, or are entering into, a residential tenancy agreement at the installation address. Home Telecom reserves the right to request evidence of a tenancy agreement at any time.

### **15.2 Contract Term**

The Home Flex Plan operates on a 2-month rolling contract. There is no minimum fixed initial term. The 2-month rolling period begins from the Service Commencement Date and automatically renews every 2 months unless notice is given in accordance with clause 15.3.

### **15.3 Termination**

The Customer may terminate their Home Flex Plan at any time by giving a minimum of 2 months' notice by calling our Customer Care Team on 01403 216133. No early termination charges will apply provided the required 2-month notice period is served. During the notice period, the Customer remains liable for all Charges.

### **15.4 Discounted Rate and Price Review**

Home Flex is offered at a discounted rate as set out in the Tariffs and Charges on the Website. This discounted rate is available for the first 12 months of continuous service at the same installation address.

After 12 months of continuous service, the charges will be subject to a price review and will move to the standard rate applicable to the equivalent broadband package at that time, as published in the Tariffs and Charges on the Website.

After 24 months of continuous service, the charges will be subject to a further price review and will move to the standard rate applicable to the equivalent broadband package at that time, as published in the Tariffs and Charges on the Website.

### **15.5 Moving Home**

If a Customer on the Home Flex Plan moves to a new address, they may request to transfer the Plan to the new address, subject to service availability. A new 2-month rolling contract will commence at the new address. The provisions of Section 9 (Moving House) shall apply, save

that no early termination charges shall be levied in respect of the original address provided the Customer gives the required 2 months' notice.

### **15.6 Annual Price Adjustment**

Notwithstanding clause 7.12, no annual price adjustment will apply to the Home Flex Plan during the first 36 months of continuous service at the same installation address. Following the expiry of this 36-month period, the standard annual price adjustment as set out in clause 7.12 will apply.

### **15.7 Eligibility**

The Home Flex Plan is available to residential customers only and may not be used for business purposes. Home Telecom reserves the right to withdraw this Plan or amend eligibility criteria upon 30 days' written notice to affected Customers.