



Clearfibre Terms and Conditions

RELATING TO THE SUPPLY OF FIBRE INTERNET SERVICES

We are ClearFibre Ltd (registered number 09085579) ("**We**", "**Us**", "**Our**") whose registered office is at Devonshire Green House, 14 Fitzwilliam Street, Sheffield, S1 4JL. Any reference to "**You**" or "**Your**" shall be interpreted to mean you and anybody you allow to use the Services (as defined below).

Please read these terms carefully before You submit Your order to Us. Your use of the Services will be governed by these terms and conditions. These terms and conditions tell You who We are, how We will provide Services to You, how You and We may change or end the Contract (as defined below), what to do if there is a problem and other important information.

If You think that there is a mistake in these terms and conditions, please contact us to discuss.

1. Our Services and Registration

- 1.1. These are the terms and conditions on which We offer internet, television, voice, mobile, data back-up, internet security and other services (including subscription services) which can be ordered from Our website, portal or other online platform managed by Us (each a "**Service**" and together the "**Services**") to residential customers. All of Our Services are subject to availability and are only provided within buildings and/or properties that have been pre-wired to work with Our Services. We will inform You by email as soon as possible if the Services You have ordered are not available to You.
- 1.2. You can contact Us by telephoning Our customer service team at 0330 229 1838 or by writing to Us by email to help@clearfibre.uk or by post to: ClearFibre support, Devonshire Green House, Fitzwilliam St, Sheffield, S1 4JL
- 1.3. If We have to contact You, We will do so by telephone or by writing to You at the email address or postal address You provided to Us in Your Order Form (as defined below).
- 1.4. Our Services are provided solely for private and domestic use by You (and if applicable, members of Your household). We may select and at any time change any carrier or other service provider used for the provision of the Services.
- 1.5. Internet speeds are accurate for wired connections but can be up to that advertised if connection is made over Wi-Fi. When using our Services, You must comply at all times with the 'Fair Usage Policy' which is linked here: clearfibre.uk/fair-use.
- 1.6. To order Services from Us, You will need to register with Us via our website, portal, or other online platform. Our registration and ordering process allows You to check and amend any errors before submitting them to Us. Please take the time to read and check Your registration and any orders at each page of the registration and ordering process.
- 1.7. By registering with Us, You represent that You:
 - a. are at least 16 years old;
 - b. the Services are for Your personal or household use only;
 - c. that You will comply at all times with this Contract (as defined below);
 - d. the email address You have provided is a valid email address; and
 - e. will provide and maintain true, accurate, current, and complete information about Yourself when registering with Us and will update such information, as necessary, to keep it current.
- 1.8. After You place an order for Services from Us via Our website, portal or other online platform managed by Us, provided that any applicable payment details are accepted and verified, You will be directed to an order summary page acknowledging that We have

accepted Your order (the “**Order Form**”), at which point a contract will come into existence between You and Us. You will be able to access the Order Form details at any time by logging into Your online account. You will also receive an email confirmation confirming that the Order has been completed. The Order Form shall be governed by these terms and conditions and together shall be called the “**Contract**”.

- 1.9. The Order Form will detail each Service which You have requested for Us to provide, including any subscriptions to multiple Services.
- 1.10. If You purchase Our Services, any agreement for broadband or telephone services You might already have with another provider won't automatically end. This means You may have to continue paying for those previous services unless You end them. If You end them, You might have to pay the other provider cancellation or other charges. We are not responsible for any of those charges.

2. Payment and Prices

This payment clause will only apply if You are purchasing the Services directly from Us and there is a charge due to Us from You for the Services at any time during Your Contract. If You are being provided with the Services as part of a separate arrangement with Your landlord or We have agreed to provide certain Services to You for a period free of charge, this Contract is entered into in consideration of the mutual promises set out in this Contract.

- 2.1. The price of the Services that We will provide to You will be as set out on the Order Form, including any variations in the price during the period of a fixed term contract. The Order Form will also specify the price of the Services after any fixed term has expired and You move onto a rolling monthly contract.
- 2.2. We shall be entitled to increase the price at any time during the Contract, provided that We give You at least 90 calendar days' notice in writing of such change. If You do not agree to the price increase, You can terminate this Contract at any time during the 90 days' notice period and the Contract shall terminate when the price increase is due to come into effect.
- 2.3. The price of any applicable set-up fee will be set out on the Order Form.
- 2.4. You are responsible for and must pay the charges set out on the Order Form and for any Services ordered from Us monthly in advance by card payment debit unless otherwise stated on the Order Form or agreed by Us in writing. The first payment will be taken when all of the Services You have ordered have been activated as confirmed to Us by Our engineers (“**Activation Date**”) and subsequent payments will be taken on the same day as the Activation Date in each month thereafter or any other day agreed between us in writing. Any payments due in relation to part of a month or a change in Services will be payable on a pro-rata basis.
- 2.5. You are also responsible for paying any additional charges associated with the Services (e.g., phone line or excess use charges) and such costs will be charged as part of Your monthly payment following the month in which they are incurred. Any such additional charges that may apply will be stated as part of the Order Form and/or can be viewed on Your online account with Us.
- 2.6. In the event that You wish to own and retain the router and optical network terminal (ONT) (the “**Equipment**”) that is provided by Us, You shall make an additional one-off payment to Us of £50.00. Otherwise, clause 9.1 shall apply and the Equipment shall remain owned by Us at all times.

3. Commencement and Term

- 3.1. The Contract will commence on the date that You have placed Your Order Form for the Services with Us (the “**Start Date**”) and, unless otherwise stated on Your Order Form, will continue on a rolling monthly basis until terminated in accordance with this Contract.

- 3.2. If Your Contract is a fixed term Contract, following expiry of the fixed term period, Your Contract will automatically continue on a monthly rolling basis until terminated in accordance with this Contract.

4. Your Cancellation Rights

- 4.1. As a consumer (resident), You have a legal right to cancel an order for the Services within 14 days from the Start Date without giving Us any reason.
- 4.2. To exercise the right to cancel, you must inform Us of your decision to cancel your order by calling Our customer services on 0330 229 1838. Please provide your name, home address, order number and, where available, Your phone number and email address.
- 4.3. If you ask Us to commence the Services before the 14 day period has ended, your right to cancel ends, even if you have not started using the Services provided. If you use the Services before the 14 day period has ended, then your right to cancel also ends. If you cancel the Services before we provide it, you may have to pay a reasonable amount for any work that has been done towards providing the Services and this will be deducted from any reimbursement amount due to You.
- 4.4. Subject to clause 4.3, if you cancel your order for the Services under clause 4.1, we will reimburse any payments received from you by the same means of payment within 14 days of your notice of cancellation.

5. Suspension and Termination

- 5.1. If Your Contract is a rolling monthly contract (including where Your Contract becomes a rolling monthly contract following a fixed term in accordance with under clause 3.2), You may cancel Your Services at any time by giving us 14 days' notice, but You shall not be entitled to a refund for any Services paid in advance.
- 5.2. If Your Contract is a fixed term contract, You may cancel Your Services at any time by giving us 14 days' notice, but You shall be responsible for paying all charges that would have been payable to us during the fixed term, had the Services not be cancelled earlier, unless otherwise agreed by Us.
- 5.3. Where you have a subscription for multiple Services, You shall only be entitled to cancel this Contract in relation to all Services and You shall not be entitled to cancel an individual Service only.
- 5.4. To end the Contract with Us, please let Us know by calling Our customer services on 0330 229 1838. Please provide your name, home address, order number and, where available, Your phone number and email address.
- 5.5. We may at Our sole discretion either: (i) end this Contract; (ii) or suspend the provision of the Services at any time with immediate effect, without prior notice or refund to You, by writing to You if:
 - a. You do not make any payment to Us when it is due, and You still do not make payment within 5 days of Us reminding You that payment is due;
 - b. You do not, within a reasonable time, allow Us access to Your premises to install or repair the Services;
 - c. Where we reasonably believe that the Services are being used in breach of applicable laws;
 - d. Where we are required to do so by a government or regulatory authority;
 - e. In the event of Your bankruptcy or death;
 - f. If you or anyone else using the Services act towards Our staff or agents in a way which is unsuitable or serious enough to justify suspending or ending the Services; or
 - g. You breach any terms of this Contract or the Fair Use Policy.
- 5.6. Following the end of this Contract, unless you have bought the Equipment in accordance with clause 2.6, You shall ensure that the Equipment remains in Your property following

the end of the Contract, or, if requested by Us, You must send or hand back the Equipment that is owned by Us.

- 5.7. If You move home, You may transfer this Contract to Your new address only where We already provide the Services to that property.
- 5.8. If You order replacement Services from Us, the Contract for the previous Services shall automatically terminate when the Order Form for new Services is submitted and be replaced by the new Order Form governed by these terms and conditions. A termination payment under clause 5.2 shall not be payable where you enter into a new Contract for replacement Services with us.

6. Equipment

- 6.1. You are responsible for ensuring that any equipment which You use to connect to Our Services is in good working order and conforms at all times with all applicable regulations and laws. You agree to only connect safe equipment that will not harm our network. You are responsible for ensuring that your equipment is technically compatible with the Services and we do not guarantee that such equipment will work with our Services or our Equipment.
- 6.2. You agree to provide Us with any information about Your equipment that We reasonably request for service and support reasons. We will not provide support for your equipment and will not be responsible for any loss of or damage to your equipment or any other loss or damage caused by your equipment.
- 6.3. Where We provide Equipment to You in relation to the Services, You agree to keep it secure and take all reasonable care to prevent the loss, theft, and damage of Our Equipment, to keep the Equipment at all times under Your control and possession, and not to remove the Equipment from Your residential property without our written approval.
- 6.4. You agree to tell Us immediately about any fault, loss, or damage to any part of our Equipment. You agree that You are responsible for any loss of or damage to the Equipment, regardless of how it happens, and we will charge You for any loss of or damage to the Equipment to a maximum value of £200.00.
- 6.5. Where We sell Equipment to You under clause 2.6, We will use reasonable endeavours to transfer the benefit of any manufacturer's guarantee to You. If the Equipment We sell to You does not have a manufacturer's guarantee, We warrant that on delivery and for a period of 12 months from delivery (the "**Warranty Period**"), the Equipment will be free from material defects. We will repair or replace at Our discretion any item of defective Equipment where such defect occurs within the Warranty Period, provided that the defect does not arise from:
 - a. any fair wear and tear;
 - b. any wilful damage, abnormal storage or working conditions, accident, negligence by You or by any third party;
 - c. if You fail to operate or use the Equipment in accordance with its user instructions;
 - or
 - d. any alteration or repair by You or by a third party not authorised by Us.This warranty does not affect Your statutory rights.
- 6.6. We may change or upgrade the Equipment during the term of this Contract if required to perform the Services.

7. Liability

YOUR ATTENTION IS DRAWN TO THIS CLAUSE IN PARTICULAR.

- 7.1. If We fail to comply with this Contract, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of this Contract or our negligence, except for those losses excluded by this Contract.
- 7.2. We only provide the Services for domestic and private use, and We have no liability to You for any loss of profit, loss of business, business interruption or loss of business opportunity.

- 7.3. We are not able to guarantee that there will be no disruption to the Services We provide to You. Where we are carrying out planned maintenance, We will use reasonable endeavours to give you no less than 5 days' notice of such maintenance work.
- 7.4. We cannot guarantee the accuracy or completeness of the content that We provide to You including any programme guide. The content may not be suitable for viewing or use by persons of all ages. For this reason, it is Your responsibility to ensure that any content viewed or used is suitable for those viewing it (including children).
- 7.5. We do not in any way exclude or limit our liability for death or personal injury caused by our negligence, fraud, or fraudulent misrepresentation, or for any other liability which We cannot by law limit or exclude.
- 7.6. If We are installing or repairing Equipment in Your property, We will make good any damage to Your property caused by Us while doing so. However, We are not responsible for the cost of repairing any pre-existing faults or damage to Your property that We discover.
- 7.7. We are not liable for any failure to provide the Services which is a result of: (i) Your failure to follow any of Our reasonable instructions, (ii) breach of this Contract; or (iii) breach of the Fair Usage Policy.
- 7.8. We may not be able to do what We have agreed because of events beyond our reasonable control. This could be events such as lightning, flood, severe weather, pandemic / epidemic, fire, explosion, terrorist activities, war, riots, damage or vandalism to our fibre network, or any apparatus We've installed or strikes or other industrial action. In these circumstances, We are not responsible if We cannot provide You with the Services in accordance with this Contract and We shall be entitled to terminate the Contract on written notice with immediate effect.

8. Changes

- 8.1. We may revise this Contract and the Services We provide from time to time.
- 8.2. We may at any time change, replace or withdraw the selection of Services available.
- 8.3. Wherever possible, We will give You reasonable notice of any changes. Where changes to the Services are material, We will give You at least 30 calendar days' notice in writing.
- 8.4. Some services (for example, television channels that form part of our Services) are supplied by other content owners. As a result, We may, due to matters outside our control or for commercial or contractual reasons, change all or any programming, channel allocations and channels, or cancel, postpone, or alter the details of any video on demand service without notice.
- 8.5. We may update or require You to update digital content, provided that the digital content shall always match the description of it that We provided to You before You bought it.
- 8.6. If We withdraw a package of Services entirely, We will move You to the closest equivalent package unless You notify Us of a particular package choice within one calendar month of receiving the notification. If You do not agree with any material changes, We propose to make, or have made, You have the right to cancel Your Service.

9. Ownership

- 9.1. Where We provide Equipment for use with Our Services, unless You have bought it under clause 2.6 this Equipment remains Ours at all times and where We need to alter and/or replace this Equipment from time to time You agree to provide Us with reasonable access to do so to ensure our Services are maintained with You.
- 9.2. Any IP address allocated by Us to You will at all times belong to Us and You may not sell or agree to transfer the IP address to any person. You will have a non-transferable licence to use such IP address whilst You receive Services from Us.

10. Intellectual Property Rights

- 10.1. You are not permitted to copy or record any of the Services, or any television or radio programmes contained in the Services, except for Your own private, domestic, and non-commercial use (and if this kind of copying for personal use becomes unlawful in the future, You agree to stop doing it).
- 10.2. Some of Our Equipment may include personal video recording functionality or have access to network-based recording. If this is enabled, it will work so long as We are permitted to use this technology by television content providers. If this functionality does not work for certain channels, this may be because our content providers have not permitted Us to use it.
- 10.3. Ownership of all intellectual property rights in the Equipment and any and all software or hardware systems required to use and operate, or which form part of, any of the Services are the exclusive property of Us or Our licensors.
- 10.4. Your right to use the Equipment and any such software and hardware systems are always subject to this Contract and You agree not to use the Equipment and any such software and hardware systems for any purpose other than using and accessing the Services. You have no right whatsoever to copy, adapt, reverse engineer, decompile, disassemble, modify, or adapt the Equipment or any such software and hardware systems in whole or in part.

11. Support

- 11.1. You will be given access to our service desk via the contact details on our website (the “**Service Desk**”). The Service Desk provides general assistance, including with registration and access problems that may arise as a result of network issues relating to the Services. Any calls to the Service Desk may be recorded or monitored for training and other quality purposes.
- 11.2. The Service Desk support does not include support of hardware or software installed on Your PC or any other of Your devices such as smartphones and games consoles.

12. Installation and Maintenance

- 12.1. Where We have not yet installed all the Equipment needed to provide the Services to You, You agree to provide reasonable access to Your address for Us to do so. We will make reasonable efforts to meet the time and day 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.
- 12.2. You may need to be present during the installation. If this is not possible, then You need to ensure that someone aged 18 or over is at Your address to allow Us access.
- 12.3. You authorise Us to install and keep installed Our Equipment in Your address and You agree that Our employees, agents, or contractors may enter Your Equipment so that We can carry out any work that is necessary for Us to connect, maintain, alter, replace, or remove any Equipment necessary for Us to supply the Services that You have asked for.
- 12.4. You authorise Us to inspect any of Your equipment (such as Your TV or computer), and Our Equipment which You may keep at Your address for Us, necessary to supply the Services that You have asked for.
- 12.5. We agree to cause as little disturbance as reasonably possible when carrying out any work at Your address. We agree to repair, to Your reasonable satisfaction, any damage that We, Our agents, or contractors may cause at Your address.
- 12.6. You agree not to do anything, or allow anything to be done, at Your address that may cause damage to or interfere with the Equipment or prevent use or easy access to it.
 - a. You confirm that You are: Equipment the current occupier of the address; and
 - b. either the freeholder or a tenant of the address.
- 12.7. We may modify or temporarily suspend the Services, or part of them, 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 notify You if this occurs.

- 12.8. You agree that You will tell Us about any fault in the Services by phoning, emailing, or writing to Us. In many circumstances it is possible to correct a fault over the phone. If this is not possible, We will send a technician to correct the fault and You agree to provide access to Your address to do so. We will make reasonable efforts to meet the time and day 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.
- 12.9. Where We agree a time and/or date with You for installation or correcting a fault and You do not keep that appointment or give Us reasonable notice that You are unable to keep it, and Our technician is unable to gain access to Your address, We may make a charge to You.

13. Privacy Notice

- 13.1. In the course of providing our Services, We may collect and store Your personal data. Our use of such personal data is subject to the terms of Our privacy notice, a copy of which can be found at: clearfibre.uk/privacy/.

14. Rights and Obligations

- 14.1. We can transfer Our rights or obligations under the Contract between Us to any company, firm or person provided this does not affect Your rights under the Contract in an adverse way.
- 14.2. You may only transfer Your rights or Your obligations under these terms to another person if We agree to this in writing.

15. Other Important Terms

- 15.1. This Contract is between You and Us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the Contract or make any changes to these terms.
- 15.2. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.3. These terms are governed by English law and You can bring legal proceedings in respect of the Services in the English courts. If You live in Scotland You can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If You live in Northern Ireland, You can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.