

Peoples Fibre

Terms And Conditions

The General Terms of Service (“Terms”) may be updated from time to time. We will inform you by email of important changes to your Agreement.

ABOUT US

Your Agreement is with Cuckoo Fibre Limited. Cuckoo Fibre Limited is a company incorporated in England and Wales with the company registration 15060036 and whose registered office is at 6th Floor, 33 Holborn, London, EC1N 2HT. People’s Fibre (and Swish Fibre) are brand names of Cuckoo Fibre Limited.

All references in these Terms to People’s Fibre should be read accordingly.

YOUR AGREEMENT

Your Agreement is made up of the following Terms, plus your Order Confirmation stating which services you have opted for and when applicable, Offer Terms (where you have received a special offer for your service).

Please also take a look at our Privacy, and Acceptable Use Policies, which are also an important part of your Agreement with us. You can find these documents on the People’s Fibre website: www.peoplesfibre.co.uk.

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1. BECOMING A PEOPLE'S FIBRE CUSTOMER

1.1 You are becoming a customer of Cuckoo Fibre Limited. People's Fibre is a brand name of Cuckoo Fibre Limited (as set out above).

1.2 You must be over 18 years old to enter into this Agreement. The address stated on the order is the location where our Service will be installed and activated for your use. The Agreement cannot be transferred to any other address or another individual.

1.3 You must be the current occupier of the property and have the permission of the property owner for us to install the People's Fibre Services at your address. You must provide access to your property if this is necessary for us to provide the Services.

1.4 Agreement start date. The Agreement starts when you sign up for People's Fibre broadband service. You have 14 days cooling-off period from the date of signature in which to cancel service without an early termination fee. Offer Terms may have an extended cooling-off period.

The 12-month contractual commitment starts from the date when we connect your service (when your connection goes 'live').

When you join People's Fibre we will agree certain details with you and set them out in your Order Confirmation. This document includes important information such as:

- Your chosen services and how much this will cost you per month
- The Minimum Term you have agreed to stay with us
- The Offer Terms where applicable
- Additional services you have chosen as part of your package, when they start and end and when you will be charged for these.

1.5 The Price Guide sets out current pricing information. This includes fees and early termination charges; and optional services and features that can be added to your package. All these charges will be added to your bill.

1.6 One-off charges. Delivery charges, router fee, connection, activation and installation charges may apply. You will be informed of these charges (if they apply) when you order the Services.

1.7 You will take a Home Broadband Service or a Business Broadband Service, and this will be stated clearly in your Service Confirmation. You must not use Home Broadband Services wholly or mainly for business purposes.

2. COOLING-OFF PERIOD

2.1 Your legal right to cancel a service starts the moment you enter into the agreement and lasts 14 days.

This cooling-off period does not affect your right to cancel as a result of problems with your broadband speed, as set out in paragraph 4.9.

2.2 Waiving your cooling-off period. If you make an express request for work to begin early, you cannot cancel without liability.

2.3 If the Service you are cancelling is a package change, a re-contract or add-on to an existing Agreement, upon cancelling the Service we reserve the right to move you back to your previous Agreement terms or to the closest matching service.

3. SERVICE INSTALLATION AND ACTIVATION

3.1 People's Fibre Services will be supplied using a fibre optic cable all the way from the People's Fibre exchange to your premises. This is called Fibre to the Premises ("FTTP"), or Full Fibre.

3.2 Installation Demarcation Point. People's Fibre will install your fibre connection to the outside of your premises, to a position known as the Installation Demarcation Point. For information on where this Demarcation Point is typically located please contact our Support team. Residential customers are responsible for any damages to cabling and/or equipment after the Installation Demarcation point. See section 3.14.

3.3 The Electronic Communications Code. We, or our partners, provide our Services over Electronic Communications Apparatus, including fibre optic cables and related equipment, which is placed in the public highway and in private property using rights under the Electronic Communications Code.

3.4 Order to installation timing. We want your Services to be up and running as soon as possible after we receive your order. People's Fibre endeavours to complete your external installation within four weeks of order. Most installations are completed sooner. Some may take longer for reasons that cannot reasonably be anticipated, such as blockages within the existing underground ducts in which your fibre optic cable will be installed. We will always keep you updated regularly on the progress of your installation via email.

3.5 Access to the Installation Demarcation Point. You must ensure that there are no obstructions outside that will prevent access to the Installation Demarcation Point on your installation date and thereafter. If the existing route to the property from the proposed Installation Demarcation Point is obstructed for any reason, People's Fibre reserves the right to change the Installation Demarcation Point to the boundary of the property or to where People's Fibre sees best fit for installation.

3.6 The internal installation options. You have two options for the internal installation, which extends the fibre optic connection cable from the Installation Demarcation Point to a suitable location inside your premises for your customer premises equipment: 1) Independent Installation (Business customers only); or 2) People's Fibre Approved Installation.

3.7 Independent Installation (Business customers only). You, or an appropriate service provider that you have chosen and commissioned, will carry out the work to connect from the Installation Demarcation Point on the outside of your premises to the required location for your terminating equipment inside your property. You must read the Installation Guide we provide carefully before attempting the internal installation. You must not attempt to connect your modem and router boxes yourself; this must be done by a qualified People's Fibre installation technician once your internal installation is complete. The fibre optic cable is designed to be appropriately robust, however it is protecting very delicate glass fibre strands and therefore needs to be handled with care. If you damage the cable or other equipment you will be charged for replacements.

3.8 People's Fibre Approved Installation. The charge for People's Fibre approved installation is set out in the Price Guide or as otherwise agreed with us.

You, or another person authorised by you who is over 18 years, will need to be present.

Your internal installation will be carried out by one of our own People's Fibre installation teams. All Installation Technicians work to our agreed standards using our approved equipment.

On the installation day and prior to commencing the installation, the technician will ask you to agree with the route of the installation from the Installation Demarcation Point to the location of the Customer Premises Equipment (CPE), which will usually be within the same room in which the fibre enters the premises. Installations requiring the location of the CPE to be in a different room to the Installation Demarcation Point are usually classed as Non-standard Installations, see section 3.9.

Up to a maximum of 15m of internal fibre cabling will be provided to place the internal connection socket in a suitable location. Installations requiring over 15m of internal fibre cabling are usually classed as Non-standard Installations, see section 3.9.

The technician will drill a hole through your external wall, adjacent to the Installation Demarcation Point, and then take the cable from that point to the agreed location for the internal connection socket. The technician will connect your equipment, activate your Service and test the Service to ensure that the installation has been carried out correctly.

Your internal installation works carry a 1-year warranty against defects but not damage.

All cabling will be surface mounted on the most appropriate surface and with due care. By purchasing a People's Fibre Approved Installation, you accept liability for any minor cosmetic damage or damage to decorative finishes that may result from the installation.

We are not liable for business losses. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity in relation to your installation service.

Your technician will carry out a risk assessment before commencing any work. Please note the following safety rules which apply to all installations:

Technicians are not permitted to work at any premises unless a person over the age of 18 years and authorised by the Account Holder is present.

Technicians are not permitted to enter loft spaces or eaves cupboards unless they are correctly boarded and have a walk-in entrance and are not permitted to work in confined spaces.

- Technicians are not permitted to use your ladders, stepladders, access equipment or tools.
- Technicians are not permitted to lend their tools or equipment to you to complete parts of the job or any other work.
- Technicians cannot disturb or work in the vicinity of areas where they believe that asbestos is present.
- Technicians are not permitted to work above a height of 5m.
- Technicians are not permitted to access flat roofs or roof structures.
- Technicians cannot access underground structures, spaces or excavations or lift floorboards or drill through floors.
- Technicians are not permitted to move your furniture.
- Technicians are not able to perform specialist trenching or to install cables overhead.

3.9 Non-standard installations. A standard installation is one that follows the conditions set out in Section 3.8. If your requirements are not met by the standard installation then you must accept the charges for engineering time and cabling required to meet the non-standard specification (which we will quote to supply), alternatively business customers can opt for an Independent Installation and find a suitable trades-person, who can complete the work for you.

3.10 Installation damage to your property. We will make good any damage to your property caused by us while installing your service. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the installation services. People's Fibre is not liable for minor cosmetic damage or damage to decorative finishes that may result from the installation.

3.11 FTTP Service Activation. If you have purchased the People's Fibre Approved Installation, the technician will endeavour to connect your router and modem and activate the service during the same appointment as the internal installation. If you have opted for the Independent Installation, you will need to arrange an appointment for the connection of your router and modem by booking an appointment on the People's Fibre website or by calling our Support Team, before you can use your Service.

3.12 The Activation Fee is collected on your first bill and this is issued on the earlier of either (i) Your FTTP Service Activation taking place; or (ii) Two weeks after we have installed the Service to the Installation Demarcation Point and informed you that the connection is ready for service (relevant for Independent Installations only).

3.13 Damage to the cable or equipment (Residential Service). For the duration of this Agreement, if for any reason the cable or equipment beyond the Installation Demarcation Point is damaged and needs replacing, you will be liable for all fees including engineer call out charges. You are also responsible for the upkeep of equipment from the Installation Demarcation Point onwards.

3.14 Damage to the cable or equipment (Business Service). For the duration of this Agreement, People's Fibre will take responsibility for any damages that may occur to the cable or equipment up to the Service Demarcation Point (CPE). You are also responsible for the upkeep of equipment and cabling after the Service Demarcation Point. See section 4.1.

4. DURING YOUR AGREEMENT WITH US

4.1 Service Demarcation point. It is important to know where the responsibility for the Service is handed over from People's Fibre to you. All service issues beyond the People's Fibre Service Demarcation Point are the responsibility of the customer. The Service Demarcation Point is the Customer Premises Equipment (CPE) supplied by People's Fibre, with the CPE connected to the external fibre (the Installation Demarcation Point), which is usually on the wall external to the property, using a People's Fibre fibre patch lead. The CPE is People's Fibre's responsibility if in warranty and reset to the current standard settings as recommended by People's Fibre.

Please see sections 3.13 & 3.14 for clarifications on responsibilities in the event of damage to the cable or equipment (3.13 for residential & 3.14 for business customers)

4.2 Service availability. We do not commit to providing the People's Fibre Services until we have successfully completed our checks and surveys. If the cost of installation and maintenance of the People's Fibre Services are excessive we reserve the right not to provide a service to you.

4.3 Cancelling your current broadband services. You may wish to cancel your previous broadband services with your service provider if the services are no longer needed. You must cancel these yourself directly with your service provider. We advise that you do not cancel any agreements until the People's Fibre Services are successfully activated. If you do not cancel your previous agreements, you will continue to be charged by both People's Fibre and your previous service provider(s).

4.4 Using the Services. People's Fibre Home Broadband Services are supplied only for non-commercial use. You must have a People's Fibre Business Services Agreement for a broadband service that is used wholly or mainly for business purposes. All Services are supplied in accordance with our Fair and Acceptable Use Policy.

4.5 Restrictions. You are responsible for other people that use your equipment and Services. You must not use our Services in any way that is unlawful or illegal in respect to the laws and regulations in force in the United Kingdom. Furthermore, you must not use our Services in any way that is to the detriment of other Internet users. For more information on using our Services and restrictions please review our Acceptable Use Policy. You agree to take responsibility for all liabilities, claims and losses which are in any way connected with misusing the Services supplied under this Agreement, and you agree to indemnify us if we suffer any losses as a result of your misuse of our service.

4.6 Downloading third party content. A copyright owner's permission may be required for downloading protected content. Downloading protected content without the copyright owner's consent may constitute a criminal offence. Please see our Acceptable Use Policy.

4.7 Broadband Speed. We will supply the broadband speed that you have purchased. Most customers receive this full speed, measured in Mbit/s, at any time of the day, any day of the week. We guarantee to deliver this speed to your Service Demarcation Point within a 10% tolerance. Please note that devices connected by Wi-Fi to your router may not experience the full speed capability, either because of the physical limitations of wireless connections or because your device may not be compatible with ultrafast speeds.

4.8 Factors that affect broadband speed within the premises. Upload and download speeds can be affected by the environment within the premises, including:

- The type of connection between the router and your devices – wired connections are far more reliable than wireless (Wi-Fi) connections.
- The capability of your device or computer.
- The number of connected devices in your premises.
- The internal environment within your home or business premises.

4.9 Problems with broadband speed. If after your Service is activated you are consistently receiving broadband speeds lower than the product speed you purchased, please contact us so we can try to help. If, after following our recommendations, the speed being delivered to your Service Demarcation Point is still more than 10% lower than the product speed you purchased, you can end the Agreement without paying Early Termination Charges. However, we will not refund you for your use of our Service during the period between your Service Activation Date and you ending the Agreement.

4.10 Disruption to Services. To protect the network and its customers, People's Fibre will act to restrict your use of People's Fibre Services or equipment where it suspects that the use has contravened its Acceptable Use Policy, or where People's Fibre suspects that your equipment has

been infected by a software virus or similar, or where People's Fibre suspects a Home Broadband Service is being used wholly or mainly for business purposes. These restrictions will help protect your own network and People's Fibre's network.

4.11 Upgrade. If you request an upgrade or a renewal of your Agreement with us and we agree, you may need to agree to a new Minimum Term and you will need to pay the new charges applicable to that Agreement. Your new Minimum Term will not start until your new Service Activation Date.

4.12 Changes to your terms, services or charges. We may change the Agreement, our Services, or charges at any time, and we will tell you beforehand. Charges for additional services may change from time to time and may be outside People's Fibre's control so you will need to check our Price Guide for the latest prices. If we make changes we'll tell you at least 30 days in advance by email or post of the changes happening, except where:

- The change is for legal or regulatory reasons or it's a change that does not cause you any material disadvantage

In these circumstances, we'll still let you know about the change (for example by updating this page or publishing details on our website).

4.13 Your right to make changes. If you wish to make a change to the Service(s) which you have ordered, please contact us. We will let you know if the change is possible. If the change is possible we will let you know about any changes to the price of the Service, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the Agreement (see Section 11) but Early Termination Charge(s) may apply as set out in the Price Guide.

4.14 IP Address. People's Fibre supplies the use of IP addresses to its customers and People's Fibre owns these IP addresses. Home and Business Broadband Services uses Carrier Grade NAT (CGN) (RFC6598) but can if needed get a public ipv4 through DHCP (for a monthly charge). Business Broadband Services can also order static IPv4 addresses separately. Price for static IPv4 address can be found in the price sheet. We reserve the right to recall our IP addresses after the term of the Agreement has finished. We will give 90 days notice to the customer in this instance.

5. YOUR CUSTOMER PREMISES EQUIPMENT (CPE)

5.1 Equipment supply. We usually supply 1 modem and 1 standard wireless router under this Agreement, and the cost of these are included in your service activation charge. We want you to experience the best possible connection quality from your People's Fibre Service. We select our equipment carefully, and we regularly test our equipment against other routers on the market. People's Fibre only selects equipment that has comparable performance to the most popular routers but does not guarantee the performance is greater or equal to all routers on the market, or to previous routers you have used. Your People's Fibre equipment is supplied under the following terms:

- The equipment remains People's Fibre's property for the duration of the Minimum Term.
- If you have a Home Service, you must use the People's Fibre Wireless Router and other People's Fibre broadband equipment where applicable to receive the People's Fibre Services. You must not use any other router.

- If you have a Business Service and you have also taken our Bridging Service option, you may use 3rd party equipment behind a People's Fibre-supplied Customer Premises Equipment (CPE).
- The software in your Customer Premises Equipment (CPE) may be updated periodically. You must allow this software to be updated. Updates will happen automatically at no extra charge. The updates are important to maintain or improve the People's Fibre Services quality and security.
- People's Fibre cannot guarantee that third-party equipment will work with the Service and therefore does not accept any liability for the operation of third-party equipment, nor does People's Fibre support any third-party equipment.
- If the People's Fibre Services are terminated (by you or us) prior to activation or during the cooling-off period or due to any unavailability issue, you must return the equipment you have received in the manner we request. Failure to return any such equipment when requested to do so may result in charges.

5.2 Care of equipment. You must look after any equipment we provide. We supply instructions for installation and care of the equipment; you must comply fully with the installation and care instructions and other advice that People's Fibre provides you.

5.3 Equipment Warranty. Your Customer Premises Equipment (CPE) is supplied with a warranty against faults arising during the Minimum Term of your Agreement. If you report a fault with your CPE after this Minimum Term you have two options:

1. Upgrade to a higher speed product and take out a new Agreement with a new Minimum Term and People's Fibre will supply new equipment.
2. Purchase a replacement router from People's Fibre. This CPE will have a warranty against faults arising in the first 12 months after supply. See Price Guide for current replacement CPE prices.

5.4 Not covered by the Warranty. The following are not covered by your Equipment Warranty: Faults arising from misuse, accidental or deliberate damage to your Customer Premises Equipment (CPE); damage arising from use of third-party equipment, extension cables and network equipment; cosmetic damage which does not affect the functionality of your CPE; computer equipment, software and cables that People's Fibre did not supply to you and damage caused by events outside the reasonable control of People's Fibre or its equipment suppliers.

5.5 Reporting equipment faults. To report a fault with your CPE, please call us. If a reported fault cannot be remedied by our support staff over the phone, then we will replace equipment within the warranty period. If your CPE is replaced, you must return the faulty equipment in the manner we request.

5.6 Replacement equipment. Any replacement equipment supplied under the Warranty will be new or 'as new' (previously used equipment that has been refurbished by the manufacturer or its authorised agent). We will warrant any repair or replacement until the later of the end of the original Warranty period or 3 months from the date it was supplied to you.

5.7 Equipment returns. If you are leaving People's Fibre before the end of your Minimum Term, your equipment must be sent at your own cost and undamaged and in its original packaging within 14 days of telling us you want to terminate your Agreement. When we receive the equipment, we'll

refund any equipment charges that you have paid less an appropriate amount (up to the full value of the refund) where the equipment is damaged.

5.8 Equipment upgrades. We may decide to upgrade your equipment as part of our ongoing improvements to the People's Fibre Services. Once you have received your replacement equipment, you must return your old equipment to us within 30 days in the manner we request.

5.9 Failure to return any such equipment. Failure to return People's Fibre's equipment, whether in relation to Service termination, Faults, or Upgrades, when requested to do so may result in charges as set out in the Price Guide or Service restrictions.

5.10 Damage to equipment or data loss. Whilst any software or security features provided by People's Fibre should be effective, we can't guarantee they always will be. We take care to prevent any software we provide from damaging your equipment or causing a loss of your data or content. You should back up your data to protect against loss or corruption. We can't be responsible for any such damage, including but not limited to the following situations:

- You do not follow our instructions when using, downloading or installing our software.
- The configurations on your device or potential compatibility issues result in problems that we couldn't reasonably be expected to be aware of.
- You do not have sufficient protection against computer viruses or fail to keep your anti-virus software up to date.
- The damage is due to defects in third-party software, content or acts we couldn't reasonably be expected to be aware of.

6. Paying for the services

6.1 You are responsible for the cost of all charges you incur whilst using the People's Fibre Services, whether you, as the account holder, or someone else, incurs these costs.

6.2 The Agreement requires you to pay for the monthly Tariff for the duration of the Minimum Term as set out in your Order Confirmation. The Agreement start date is the date on your Order Confirmation. The Service Activation Date is logged by People's Fibre.

6.3 Billing. Your monthly charge is billed for the month ahead unless we say otherwise.

6.4 Payment method and timing. We will email you each month with your latest bill. You will need to pay for all charges within 14 days of the date of your bill. We ask that you pay by direct debit. Where VAT applies it will be included in the charges unless otherwise stated. People's Fibre does not accept cheques as a method of payment. You can request paper copies of past bills for a charge,.

6.5 Changes to our prices. All prices are subject to change unless your discounted price is guaranteed in the Offer Terms, upon People's Fibre giving not less than thirty days prior written notice to you.

- We reserve the right to increase in April each year by a percentage equal to the Retail Price Index (RPI) data for January of the same year.
- We may also increase or decrease your charges if required by law or if any regulatory authority requests or requires a change to any aspect of our pricing, including to reflect a change in the rate of VAT or other applicable taxation charge or levy, which affects your

People's Fibre Services payment. We will use our reasonable endeavours to notify you before any price increase takes effect under this Condition.

6.6 Offer Terms. If you signed up to a discounted package, your Agreement will have Offer Terms. In this case, your discounted price will last for the agreed period of the Offer. Once the Offer Terms period ends you will automatically move to our standard pricing for the package you selected, as defined in the current Price Guide.

6.7 If you think we have made a mistake with our charges. If you think a bill is wrong, please contact us promptly to let us know and we will not charge you interest until we have resolved the issue. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date (if applicable).

7. If you fail to pay

7.1 If you don't pay your bill, we will send you a letter to remind you to pay. If we don't receive payment within 7 days of the date of this first reminder we may suspend your Services. If, after a further 7 days, we have still not received payment, we may terminate the Agreement and cease your People's Fibre Services. We may ask a debt collection agency to collect the payment on our behalf. If we do, you will also have to pay the reasonable costs incurred for the agency, which the agency will add to your debt.

7.2 Payment failure. If any payment method fails, we may add a failed payment charge as set out in the Price Guide to your next bill. If Direct Debit instructions are cancelled or fail, we may add a reinstatement charge as set out in the Price Guide to your next bill.

7.3 Late payment. If you pay late we'll charge interest on the overdue amount of 4% above the base rate of HSBC Bank each year and you'll also need to pay a reasonable administration charge if we don't receive payment within 7 days your reminder letter.

8. Maintaining your service

8.1 Troubleshooting. We aim to deliver a high-quality service, but we cannot guarantee a fault-free Service. When something goes wrong we want to help you restore the Service as quickly as possible. The Support Team will endeavour to identify the cause of the issue over the phone, email, or live chat.

8.2 Wireless interference. Many of the problems experienced with broadband connectivity are caused by using wireless connections within the premises (Wi-Fi). If you experience problems with your broadband quality, our Support team will need you to connect a wired device to the router using an Ethernet lead – this will help them determine whether there is a problem with your Service, or whether the problem is caused by wireless interference between your router and your device(s).

8.3 Service quality. We aim to provide a high-quality, continuous service to the point of entry to your premises. We recommend you use a wired Ethernet connection to your main devices, such as a home computer, wherever possible. We cannot guarantee a high-quality wireless signal from your internal router equipment everywhere within your premises, as the signal quality is affected by factors outside our control. Our Support team can suggest consumer products that have been designed to overcome the issue of wireless distribution within the premises.

8.4 Engineer visits. Occasionally an engineer visit will be necessary to investigate or fix a faulty service. Engineer visits are free of charge if the problem is found to lie within the People's Fibre network using a People's Fibre computer that has been wired directly into the Service Demarcation

Point and with the configuration as described in section 4.1. When you book an engineer visit, we will:

- Agree to an appointment date and time window with you and will endeavour to contact you a minimum of two working days in advance where reasonably possible if this changes. You can change or cancel any appointment date but you must give us at least two working days' notice.
- Explain that you, the account holder, or someone over 18 years with your authorisation to make decisions relating to the fault on your behalf, must be present.
- Explain and agree with any pre-requisite requirements for the premises to ensure that the engineer can carry out the work.
- Explain that we can't determine whether an engineer visit will be chargeable until the visit has taken place.
- If the visit relates to poor broadband speeds, we provide our expected target speed in advance of the testing, against which the testing will be compared.

8.5 Charges for engineer visits. You will be charged for the engineer visit if the fault lies on the customer side of the network, and these charges are set out in the Price Guide. A chargeable visit will establish the responsibility for the fault but will not fix it. You will also be charged in the circumstances listed below.

- You provide an incorrect address.
- Entry is refused to the premises, or access cannot be gained by the engineer.
- There is no person at the premises over 18 years and authorised by you to manage the broadband Service.
- We agreed on pre-requisite requirements for the premises with you to carry out the work successfully, and these requirements have not been met.
- The engineer finds that the fault that you have raised is not related to our Services or equipment, or the reported fault was not present.
- The engineering visit is cancelled by the customer later than two working days before the appointment date.
- The engineer finds that the fault that you have raised is caused by damage to the cabling or equipment. (Residential Services only) See section 3.14
- The issue could have been fixed using guidance already supplied by our Support team over the phone or by email. A common cause of reduced service quality is the wireless connection from the router situated within your premises to your device(s). Many issues are resolved by connecting your device to the router using an Ethernet lead instead of Wi-Fi, and our Helpdesk will explain how to do this before arranging an engineer visit.
- An engineer arrives at the premises to carry out the work you requested, but you no longer wish the work to be carried out.

8.6 Fixing faults on the customer side of the network. If an engineer visit establishes a fault on the customer side of the network, the customer is then responsible for fixing the fault.

8.7 Non-availability of our Services. We use reasonable endeavours to give you a minimum of five days' notice by email of necessary maintenance and support work on our network, although this may not always be possible if the problem is urgent or an emergency.

9. Our responsibility to you

9.1 Problems with our Services. We will provide our Services with reasonable skill and care and in accordance with good industry practice. If the People's Fibre Services are unavailable we'll always look to put things right. Our ability to provide the Services is sometimes dependent upon other companies that provide Services to us. You acknowledge that there are factors outside of our control which will limit our ability to provide the People's Fibre Services to you.

9.2 Limitation of liability

- If we suspend the supply of your service for any of the reasons set out in 11.4, we will not be liable to you for the loss of service and we will charge you for re-activating your service at the end of the period of suspension.
- If we suspend the supply of your service for any of the reasons set out in 11.5, we will not be liable to you for the loss of service however we will not charge you for re-activating your service at the end of the period of suspension.
- In the event of any failure in the Service, we shall not be liable to you for any charges incurred by you should you use an alternative means of connection to the internet.
- We are not responsible if you are not able to use the services because your equipment does not work properly, is not compatible with the system, does not conform to the relevant standard or does not meet the minimum specifications or because of faults in any 3rd party networks over which we have no responsibility.
- We have no control over the data which passes to or from you over the internet, and we are not responsible for any loss or damage to that data and we are not responsible for any loss or damage to your own equipment caused by the use of our service to access the internet.
- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation.
- We have no liability to you for any loss of profit, loss of business, business interruption, loss of anticipated savings, loss of sales or turnover, loss of, or damage to reputation, loss of contract, loss of customers, wasted staff time, losses or liabilities under or in relation to any other contract, nor any indirect, consequential loss or damage of any kind arising from this Agreement.
- We are not liable to you for consequential loss directly or indirectly arising from the use of, or loss of, the Services that is a not foreseeable or which arises from an event beyond our reasonable control. In the case of suspension of service due to our fault, your sole remedy is the payment of a refund for such an event. See section 9.4.

9.3 Network Outage. If a fault occurs on the People's Fibre network, we endeavour to diagnose and repair the fault in the shortest time possible.

Business services have guaranteed maintenance on the next business day where the fault is within the People's Fibre network, but we endeavour to carry out maintenance on the same day. Telephone support for all Services is available 24/7.

Should you have opted for Business Offer Terms with alternative SLA please refer to your chosen package.

9.4 Loss of service refunds. (Business customers only) If we don't fix a fault in our services, that we have caused or are solely responsible for, by the end of the next business day, the day after you report it (and giving us enough information for us to look into it properly), you'll be entitled to a (single) credit in relation to that fault of £25 (if you have our 30Mb service) or £50 (if you have our 300Mb or 900Mb service).

However, you won't be entitled to such a credit (a) for any fault not caused by us, (b) for any fault caused by events beyond our reasonable control, (c) if we can't find a fault, (d) if you cancel the fault report, (e) if, after you report the fault, we're not able to contact you or you don't give us access to the premises where our services are being supplied when we reasonably need this, (f) if you're not able to take delivery of any replacement router we may send you or (g) if you don't help us in any other way we might reasonably need to resolve the matter speedily.

10. YOUR INFORMATION AND CONTACTING US

10.1 Data accuracy. It is your responsibility to ensure the information you have supplied us is correct. You are liable for additional charges that result from providing us with incorrect information that we act on.

10.2 Data protection. Our **Privacy Policy** tells you all the ways we collect information from you, how we store and use it, and how you can access and manage this information.

10.3 Complaints. We want to resolve any complaints you might have. How we will do this is set out in our Code of Practice.

10.4 Contacting us. We may monitor or record online chats or calls made to or from People's Fibre. We do this for training purposes, to improve the quality of our customer support and to comply with Ofcom regulations.

- Telephone – 0333 444 66 88
- Email – enquiries@swishfibre.com
- Mail – Customer Services, People's Fibre, Milford House, Pynes Hill, Exeter, EX2 5TH.

10.5 Giving us notice. You must give notice for ending the Agreement by either: writing to People's Fibre at the above address, emailing enquiries@swishfibre.com or by phoning us on 0333 4446688.

10.6 Communicating with you. We will give notice to you via email. It is your responsibility to ensure we have an up to date email address.

11. Leaving us or suspending the service

11.1 These rights are in addition to any other legal rights you may have to terminate our Agreement. If you want to end the Agreement:

- **Because you simply want to leave us**

. You will need to give us a minimum 30 days' notice by email. If you are outside your Minimum Term you can cancel at any time without paying an Early Termination Charge. If you are within your Minimum Term (but outside the Cooling-off Period) you will need to pay Early Termination Charges as set out in the Price Guide. Other charges may be due as set in the Price Guide. We will continue to provide the Services and you'll need to pay for all charges during this period.

- **Because of the quality of our Services**

. If the Service is materially degraded for a minimum 14 days or if we don't do something fundamental that we should have done under this Agreement within 7 days of you asking us in writing, you may be able to leave the Agreement early without paying a termination charge. Please contact us to discuss your options.

- **Because of changes**

If (i) we increase your Tariff (by more than the annual inflation-linked charge set out in 3.7); or (ii) materially change our Services or the Agreement, except where any increase is required by law or any regulatory authority, you will have a right to leave the Agreement early without paying a termination charge. We will let you know if this is the case and what to do before the changes are made. If you take no action within 30 days of us telling you about the changes you will be considered to have accepted those changes.

11.2 If someone else requests that we end our Agreement (for example a provider you're transferring to) we will accept that notice and will send you a letter advising that we have received notification that another service provider has applied to take over the Service.

11.3 If you cancel your Direct Debit without contacting us to arrange payment by alternative means, we may assume you want to end our Agreement.

11.4 If we want to suspend our Services or end the Agreement and termination charges apply. We may suspend our Services (other than access to the emergency services) or end the Agreement if any of the following apply. If you are within the Minimum Term you will have to pay Early Termination Charges as set out in the Price Guide:

- We reasonably believe you have provided us with false or misleading details.
- You don't pay any charges on time.
- You repeatedly request your bank to chargeback payments that you are not disputing.
- You or anyone else who is using your People's Fibre Services is in breach of our Acceptable Use Policy or Privacy Policy or if you don't do something fundamental that you have to do under the Agreement within 7 days of us asking you to do so in writing.
- Any misuse of the People's Fibre Services by you or any third party or the use any of our Services in a way that may damage or affect the operation of our network.
- You become bankrupt or make an arrangement with creditors.
- A licence under which you have the right to run your telecommunications system and connect to the People's Fibre system is revoked, amended or otherwise ceases to be valid and is not immediately replaced with another valid licence.

11.5 If we want to suspend our Services or end the Agreement and termination charges do not apply. There are two cases where we may suspend our Services (other than access to the emergency services) or end the Agreement, and the Early Termination Charge does not apply:

- Our ability to continue to provide the Service to you is materially and adversely affected because: (i) any of our telecommunications carrier(s) or supplier(s) ceases to provide services to us; or (ii) any authorisation required by us ends or is changed; or (iii) it is not commercially viable to supply the Services to you; or (iv) the service is no longer technically viable.
- If asked to do so by regulators or if required by law. We may end the Agreement if we are permanently unable to provide our Services to you.

11.6 We will usually give you 14 days' notice before suspending or stopping our Services or ending the Agreement, and work to resolve any issues with you. However, we may not give this notice if there is a material risk of loss or harm to us or our other customers (for example, where there is a reasonable suspicion of fraud or other abuse).

11.7 If we suspend the Services we may charge a line restriction fee as set out in the Price Guide. We shall also be entitled to recover from you all costs, losses and expenses incurred by People's Fibre.

12. MOVING HOUSE

12.1 If you move to a new house during the Minimum Term. Please let us know at least 30 days in advance of your moving date, and we will terminate the services on the moving date. If you wish to have People's Fibre Services at your new address, we will conduct a services availability check. If we are able to provide the Services to your new address, we will set up a new Agreement with you, with a new Minimum Term. Activation charges may be applicable for connecting the People's Fibre Services to your new house (for example if a new fibre cable is required). You will be subject to Early Termination Charges for the Agreement to supply Services at your old address if we are unable to provide service at your new address. Other charges may be due as set in the Price Guide.

12.2 If you move to a new house outside the Minimum Term. Please let us know at least 30 days in advance of your moving date, and we will terminate the services on the moving date. If you wish to have People's Fibre Services at your new address, we will conduct a services availability check. If we are able to provide the Services at your new address, we will set up a new Agreement with you, with a new Minimum Term. Activation charges may be applicable for connecting the People's Fibre Services to your new house (for example if a new fibre cable is required). Please see our Price Guide for details.

13. After the agreement ends

13.1 If this Agreement is ended by you or us, for whatever reason, you will have to pay all charges up to the date of termination of your People's Fibre Services. If you have paid any charges in advance we'll refund you for any services not used, but we'll first take off any money you owe us under our Agreement. For security or compliance reasons we may not hold your payment details after our Agreement has ended so you agree that we may make these refunds by cheque.

13.2 Any features or services that are provided for free with or as part of the Service(s) will end on the same day as the Agreement ends. You may continue to keep certain features or services if you agree to pay any relevant charges set out in the Price Guide or as otherwise agreed with us.

14. PARTIES, TERMS, LAW

14.1 You accept that the Agreement is between you and us; no one else can enforce it. However, we may take instructions from a person acting with your permission.

14.2 Unenforceable terms: Each of the paragraphs and subparagraphs of our Agreement operate separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs and subparagraphs will remain in full force and effect.

14.3 Delays: If we delay in taking any steps under our Agreement against you in respect of you breaking our Agreement, that doesn't prevent us taking steps against you later.

14.4 After our Agreement, the following Sections of this Agreement apply even once the Agreement has ended: Section 3 (Cancellation period), Section 7 (If you fail to pay), Section 9 (Our responsibility to you), Section 10.3 (Complaints), Section 13 (After the agreement ends) and Section 14 (PARTIES, TERMS, LAW) apply even once the Agreement has ended.

14.5 Laws and courts that apply: English law applies to our Agreement and claims between us will be brought in the English courts.

15. GRANT OF PERMANENT WAYLEAVE

You accept that when you order a People's Fibre service, you grant People's Fibre a permanent Wayleave at nil cost to People's Fibre under the Electronic Communications Code set out in Schedule 2 to the Telecommunications Act 1984 (as amended by the Communications Act 2003 and as may be further amended, modified, replaced or brought back into effect) ('the code'). You, the owner of the property (or properties) listed in the order confirmation (and anyone who takes over the property or properties from you).

GENERAL WAYLEAVE TERMS (IF APPLICABLE)

15.1 You confirm that you are the freehold owner of the property or you lease the property under a lease agreement.

15.2 You grant us the right to install, operate, keep and inspect the apparatus on, over or under the property and to carry out work on the property that is necessary to install, operate, maintain, adjust, inspect, alter, add to, connect to, replace, repair or remove the apparatus and use the apparatus, and to enter the property and access the apparatus for these purposes. People's Fibre will provide as much notice as possible relating to access of the property.

15.3 We will take all reasonable precautions to reduce as far as possible any damage when carrying out our rights under this agreement, and will repair, to your reasonable satisfaction, any damage we cause to the property.

15.4 We will cover you against liability for all third-party claims, costs, proceedings and damages ('claims') arising out of us failing to keep to this agreement or being negligent in carrying out our rights under this agreement as long as you tell us about any claim as soon as possible, do not agree or settle any claim without first getting written permission from us or our insurers (which will not be unreasonably withheld or delayed), make reasonable efforts to reduce your losses, and allow us to defend the claim in your name. We will cover the cost of defending the claim.

15.5 Our liability to you under or in connection with this agreement will be limited to £5,000,000 (five million pounds) and does not include any liability for any indirect or consequential loss

(including loss of profits, business, revenue, contracts or anticipated savings). We do not restrict or limit our liability to you for death or personal injury caused by our negligence.

15.6 The apparatus will always remain our property (both while this agreement is in force and after it ends).

15.7 You must not knowingly do or allow anyone else to do anything which causes damage or is likely to damage or interfere with the apparatus.

15.8 You must give us written notice if you plan to carry out any work which will or is likely to have a negative effect on the apparatus.

15.9 This agreement will remain in force from the date written above for the whole period during which we are an operator (as defined in the code).

15.10 This Agreement shall end or terminate on:

The date on which we cease to provide the electronic communications service provided by the Apparatus to which this Agreement relates whether or not it permanently removes the Apparatus.

The expiry of not less than 18 (eighteen) months' notice (as specified by the code) given by You to Us or by Us to You which period represents the period required by Us to bring to an end any contractual arrangements that We as Operator got with our customers for the delivery of telecommunications services.

We may terminate this agreement by giving you 30 days' notice in writing.

15.11 We shall dismantle and remove the apparatus and all works ancillary to it in accordance with our obligations within a reasonable time following termination.

15.12 Any notice you or we give under this agreement must be in writing and will be considered to have been given to the other if it is delivered by hand or sent by ordinary first-class post and addressed to the last known address of the other party. (Any notice you send to us must be sent to our registered office and marked for the attention of Wayleave officer.) Notice delivered by hand will be effective immediately and notice sent by post will be effective 48 hours after posting.

15.13 Nothing in this agreement will prevent or restrict you from altering, developing or redeveloping any buildings, property or land (you must still keep to clause 8 above and any restrictions stated in the code).

15.14 We may transfer or share the benefit of this agreement and any rights it provides with any person who the code applies to under the Communications Act 2003 (as amended, modified, replaced or brought back into effect). Where we refer to 'us' or 'we' in this agreement, this also includes anyone we transfer the rights to or share the benefits with.

15.15 You and we agree that this agreement does not create a relationship of landlord and tenant.

15.16 This agreement is governed by English law and disputes will be decided in the English courts.

15.17 Unless we tell you otherwise and except as stated in the code, nothing in this agreement will give any person any rights under the Contracts (Rights of Third Parties) Act 1999.

GLOSSARY

Here is an explanation of some of the wording used in our Term::

- **People's Fibre Broadband Services, "People's Fibre Services" or "Services" or "Service"**

. The provision of Broadband Internet via Full Fibre, or Fibre to the premises (FTTP). The Services are provided for either Home use or Business use.

- **People's Fibre Home Services**

. People's Fibre Broadband Services that are provided just for domestic use.

- **People's Fibre Business Services**

. People's Fibre Broadband services that are provided just for business purposes.

- **Account Holder**

. The customer named on the order form.

- **Order Confirmation**

. This is the letter or email from People's Fibre that confirms your order and describes the Services that you have ordered.

- **Offer Terms.**

The details for any special offer applied to your Service.

- **Minimum Term.**

This starts on your Activation Date and is shown on your Service Confirmation. You must keep your Service for the whole of the agreed Minimum Term, unless you or we are allowed to end this Agreement sooner.

- **Order form**

The online or paper form completed by you as the person authorised to enter into this Agreement with People's Fibre.

- **Service Activation Date**

The date on which our Service Activation team has confirmed your connection is live and working to the agreed Service Demarcation point.

- **Installation Demarcation Point**

People's Fibre will install your fibre connection to the outside of your premises, to a position known as the Installation Demarcation Point. Residential customers take responsibility for all the upkeep of all cabling and equipment after the Installation Demarcation Point.

- **Service Demarcation Point**

The junction where the Customer Premises Equipment terminates. Business customers take responsibility for all the upkeep of all cabling and equipment after the Service Demarcation Point.

- **Equipment**

Any hardware supplied to you by People's Fibre.

- **Early Termination Charge**

The fee that will apply should you wish to cancel the contract before the Minimum Term has expired.

- **Price Guide**

This sets out current pricing information.