

BUSINESS TO CUSTOMERS:

TERMS & CONDITIONS

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Introduction

These pages set out information about us and the legal Terms & Conditions for the services provided by us.

These Terms & Conditions (together with our Usage Policy) will apply to any contract between us for the provision of services to you.

Important information is contained in these Terms & Conditions, our Usage Policy and our Privacy Policy available at communityfibre.co.uk/privacy-policy so please read them carefully and make sure you understand them.

In particular we wanted to highlight the following key provisions:

- (A) **The Services we provide:** We will tell you the Services we will provide in our confirmation of your order.
- (B) **Service availability:** Our Broadband Services are only available in certain areas. We will tell you if the Services are not available to you when you submit an order. You can find out more details on our Website or by contacting us. Please see clauses 3.1 and 4.6.
- (C) **Your right to change your mind:** If you change your mind about taking the Services in the first 14 days you can cancel the Contract in accordance with clause 7.
- (D) **Your minimum commitment:** Except where you have a right to change your mind, you commit to take the Services from us for the minimum period set out in our confirmation of your order. If you choose to cancel the contract early or we cancel the contract early because of your fault, you may have to pay a cancellation fee. Please see clauses 5.2, 7.5, 7.6 and 7.10 for more details.
- (E) **Price increases:** We may increase the charges you owe us from time to time. However, we will give you notice if we do and if the increase is to your material detriment you will have the opportunity to cancel the Contract in accordance with clauses 6.4 and 7.7.
- (F) **Changes to the Services and the Contract:** We may change the Services and this Contract from time to time. Where we think the changes will be to your material detriment, we will give you notice first and you will have a right to cancel the Contract in accordance with clauses 7.7 and 10.
- (G) **How to complain:** Please see clause 17.
- (H) **How to contact us:** Please see clause 1.

By placing an order for services with us, you agree to these Terms & Conditions and our Usage Policy in full and confirm you have read and understood our Privacy Policy.

1. About Us

1.1 We are Community Fibre Limited (CFL), a company registered in England and Wales under company number 07413288 whose registered office is at 32 Page Street, London, SW1P 4EN. Our registered VAT number is 115 7983 90.

1.2 You can contact us by sending us an e-mail at hello@communityfibre.co.uk

2. What Words Mean

The following words have special meanings in these Terms & Conditions where they start with a capital letter:

"Broadband Services" means the broadband services that we offer as described in more detail on the Website.

"Cancellation Fee" means the full amount of Charges you would have paid to us for the Services up to the end of the Minimum Period if the Services were not cancelled before the end of the Minimum Period plus any installation fee, less any costs we save, including the cost of no longer providing you with the Services.

"Charges" means our charges for any Equipment and the Services set out in your Confirmation which may consist of a subscription charge, a connection charge, installation charges and charges for any additional services set out in your Confirmation.

"Confirmation" means our acceptance notification that confirms the Services and Equipment that we will provide, the Charges, the commencement date of the Services and any Minimum Period.

"Contract" means the Confirmation, these Terms & Conditions and our Usage Policy.

"Minimum Period" means the minimum period of time that you have committed to take the Services

from us. The Minimum Period will commence on the date of the Confirmation and continue until the expiry date set out in the Confirmation.

"Equipment" means any equipment that we own or is part of our network including equipment that may belong to our third party suppliers, including any broadband router, boosters and cabling that we provide to you.

"Services" means the Broadband Services we have agreed to provide to you as set out in your Confirmation and on your bill together with any installation services and additional services we make available to you.

"Website" means www.communityfibre.co.uk

3. Our Services

3.1 All the Broadband Services advertised on the Website are subject to availability and we only provide them within buildings and/or properties that have been pre-wired to work with our services. We provide the Services and Equipment solely for private and domestic use by you (and, if applicable, members of your household). You must not use the Services or Equipment for commercial or business purposes. If you do use our Services or Equipment for any commercial or business purposes, we may cancel this Contract in accordance with clause 7.9(i).

3.2 We aim to provide a high quality fault-free service at all times, using reasonable skill and care. We will provide you with at least the minimum upload and download speeds set out in your Confirmation which will be the minimum level of service advertised for the Services on our Website. However, we are not able to guarantee that there will be no disruption to the Services we provide due to the nature of the Services and the Equipment including the requirement for regular maintenance. In particular the speed of the Services you receive can depend on various things such as the devices that you use to access the Services. If we identify a fault with our network, we will fix it as soon as we can.

3.3 In order to provide the Services to you, you agree that we may select and at any time change any

internet service provider (ISP) or other service provider used for the provision of the Services.

3.4 When using our Services and Equipment, you must:

- (a) not use the Services or Equipment for any unlawful purposes;
- (b) comply with these Terms and Conditions and the Usage Policy at all times;
- (c) give us any information that we reasonably ask for; and
- (d) comply with our reasonable instructions in relation to the Services and the Equipment.

3.5 You are responsible for how our Services and Equipment are used and you will ensure that members of your household comply with this Contract.

3.6 The Services and Equipment are for Broadband Services and therefore do not provide access to calls to the emergency services numbers 999 and 112. You should ensure that you have alternative means to access the emergency services numbers.

3.7 The Services do not work with technology (such as personal alarm systems) that require copper lines to operate, for example to provide power to the technology.

4 How to order Broadband Services from us

4.1 The easiest way to order Broadband Services from us, is to register with us using the checkout process on the Website. Alternatively, you may register with us by Freephone on 0800 082 0770 or by e-mailing us at hello@communityfibre.co.uk

4.2 Our registration and order 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 stage of the registration and order process.

4.3 As part of the registration process we may perform a credit check on you. If you do not meet the credit conditions that we have set it may limit the choice of Broadband Services we are able to provide to you.

4.4 By registering with us you agree that you:

- (a) are at least 18 years old;
- (b) will only order the Services for your personal or household use; and
- (c) will provide accurate information about yourself when registering with us and update the information as necessary to keep it current including telling us if you move to a new address.

4.5 After you place an order for Services from us, if we are able to accept your order we will send you a Confirmation.

4.6 If we are unable to provide all or part of the Broadband Services to you, we will let you know by email and will not proceed with that part of your order.

5 When the Contract and Services will start and end

5.1 The Contract between you and us will commence on the date of the Confirmation to you; or the date set out in the Confirmation if that is later. The Services will commence on the date set out in the Confirmation.

5.2 Unless either of us cancels the Contract in accordance with clause 7, the Contract and the Services, will continue at least for the Minimum Period and will carry on after that.

6. Payment

6.1 The prices of our Services including any installation and connection fees will be as quoted on our Website or by our sales staff and may change from time to time. The Charges applicable to the Services and Equipment you order and that we agree to provide will be set out in your Confirmation. You will pay us the Charges set out in the Confirmation.

6.2 Your Confirmation will set out when you must pay the Charges which will depend on the Broadband Services which you order. Subscription and other charges for the package of Services are payable in advance from the date set out in your Confirmation. Any charges for additional Services

or Equipment which you order are usually charged to you in the month following the one in which you took the additional Services or Equipment or in a later bill. If your Services have a connection fee, the connection fee is due when we send you the Confirmation.

6.3 Unless we agree something else, you must pay us the Charges as soon as you get our bill. We may collect the payments from you by direct debit using the details you have provided to us when registering. At our discretion, payment by card may be taken but additional administration fees may be applied. You will be responsible for any bank charges if you do not have enough money in your account.

6.4 We may increase the Charges at any time by giving you one month's notice by email to the email address on your account with us. If the increase is to your material detriment, we will also give you a right to cancel the Services by giving us thirty days' notice but you will need to tell us that you want to cancel within 30 days of the date of the notice that we send you. Please see the "Cancellation and Suspension" section of these Terms & Conditions for further details.

6.5 If you request Equipment from us, we will charge you for the Equipment according to our price list or lease of Equipment to you on a monthly charge basis. Any Equipment Charges that are not already included as part of the Broadband Services you have ordered will be set out in your Confirmation.

6.6 You agree that you are liable for any Charges on your account regardless of whether you or anybody else (with or without your permission) runs up those charges (unless the charges result from fraud by someone else which you have had no control over). If you do become aware of any fraud by someone else, you must tell us as quickly as you can. Under no circumstances should you give your passwords to anybody else (unless you're happy for them to use your account and add charges on your account). You will be liable for any charges incurred by anyone who orders services and additional services as a result of accessing your account (for example, your family members and friends visiting your premises) and anyone you have given your account password to.

6.7 If you think there is an error in your bill, please tell us and we will not suspend or terminate your Services while we investigate the issue further.

6.8 This clause continues to apply after the Contract has ended.

7. Cancellation and Suspension

7.1 As a consumer, you have a legal right to cancel your Contract during the period of 14 calendar days from the day after the date of your Confirmation ("Cooling off Period"). This means that during this period if you change your mind or for any other reason you decide you do not want to order the Services (or to cancel your order), you can notify us of your decision to cancel the Contract and receive a refund.

7.2 To cancel the Contract, you must contact us including by Freephone on 0800 082 0770 or e-mail us at hello@communityfibre.co.uk, or by using the model cancellation form on the Website. You may wish to keep a copy or a note of your notice of cancellation for your own records.

7.3 If you decide to cancel the Contract within the Cooling off Period, you will receive a full refund of any charges you have already paid for the Services (less any charges in respect of Services which you have used and the installation fee set out in your Confirmation) and we will process the refund due to you as soon as possible and, in any case, within 14 calendar days from your notice of cancellation.

7.4 After the Cooling off Period has expired, you may cancel the Contract at any time on 30 calendar days' notice.

7.5 If you choose to cancel the Contract after the Cooling off Period and before the expiry of your Minimum Period you will need to pay us a Cancellation Fee.

7.6 You will not be charged a Cancellation Fee, where you are cancelling the Contract under clauses 7.7(changes to the Services or Charges) or 7.8 (our breach).

7.7 If we have notified you that:

- (a) we intend to change the Services we provide to you or this Contract; or
- (b) we intend to increase the price of the Services,

and this is likely to cause you a material detriment, then you have the right to cancel the Services and the Contract by giving us thirty days' notice. However, you will need to tell us that you want to cancel the Services and this Contract within 30 days of the date of the notice that we send you.

7.8 Where we have breached these Terms & Conditions in a significant way, you are free to cancel the Contract between us at any time. We would like the chance to put things right first and so we'd ask you to give us reasonable time to do so before you cancel your Contract. For example, if the speed of the Services is significantly lower than the minimum speed set out in your Confirmation, you must let us know so that we could send a technician to your premises to test and fix the Services if we think that is necessary.

7.9 We may cancel the Contract or suspend the provision of Services to you immediately on notice to you if:

- (a) a week has passed where you have failed to pay any Charges due to us after we have sent you a reminder to pay;
- (b) you have continuously failed to pay the Charges for more than two months in a row in spite of reminders from us;
- (c) you breach the Contract in a significant way and do not put things right in a reasonable time;
- (d) you breach the Contract in a significant way that cannot be put right;
- (e) you become bankrupt, enter into any arrangement with your creditors, or if any legal action is taken or threatened against your property;
- (f) we have reason to believe that you have provided us with false, inaccurate or

- misleading information or are using our Services fraudulently, or are using the Services in an unauthorised manner and do not put things right in a reasonable time;
- (g) we have reason to believe that your equipment has become compromised by a computer virus or other malicious code that may threaten our network;
 - (h) you exceed your usage allowance or do not comply with our Usage Policy, and continue to do so after we have told you not to; or
 - (i) you use the Services or the Equipment for any commercial or business purposes;
 - (j) You threaten, verbally abuse, or endanger our employees.
- 7.10 Where we cancel the Contract due to your fault under clause 7.9, we will be entitled to charge you a Cancellation Fee in addition to any other charges you are liable to pay under this Contract up to the date of cancellation. However, we will take off any costs we save, including the cost of no longer providing you with the Services and Equipment.
- 7.11 We may also cancel the Contract or suspend the provision of Services or part of them to you immediately on notice to you if:
- (a) any permission under which we are entitled to connect, maintain, modify or replace the Equipment required to provide the Services to you is ended for any reason;
 - (b) we are required to do so by law or regulation or to comply with an order, instruction or request of government, an emergency services organisation or other competent administration or regulatory authority; or
 - (c) we can no longer provide the relevant Service for any reason.
- 7.12 We may temporarily suspend the Services or part of them immediately on notice to you if we need to:
- (a) carry out maintenance, technical repair, upgrades or emergency work; and
 - (b) take any measures to protect or to ensure the security of our network.
- 7.13 If we suspend the Services or part of them under this Contract, we will give you as much notice as possible, minimise the impact of the suspension on your use of the Services and Equipment and restore the Services to you as soon as we can.
- 7.14 During any temporary suspension, you may still have to pay the Charges that you owe us.
- 7.15 If we discover that you have used Services or Equipment from us without our permission at any time, we will also be entitled to charge you for any subscription or usage charges relating to those Services or Equipment.
- 7.16 On cancellation of the Contract or the Services you must promptly return to us or make available for removal any Equipment by us that we ask you to. We will send you a pre-paid envelope or courier for this purpose and will let you know the details of return or collection. If you do not comply with this clause and return the Equipment to us or make it available for removal by us, you must pay our direct charges for replacement and recovery of the Equipment which will be no more than the amount stated in your Confirmation.
- 7.17 This clause continues to apply after the Contract has ended.
- ## 8. Equipment
- 8.1 You are responsible for ensuring that any equipment which you use to connect to our Services and equipment:
- (a) meets the minimum specifications (if any) detailed on our Website;
 - (b) is in good working order;
 - (c) conforms at all times with all applicable regulations and laws;
 - (d) is compatible with the Services and the Equipment; and

- (e) will not harm our network or anyone else's equipment. You will disconnect your equipment immediately if we ask you to if we reasonably think that is harmful to our network or someone else's equipment.
- 8.2 You are responsible for taking appropriate measures to keep your equipment and data secure when it is connected to our network. You agree to provide us with information about your equipment that we reasonably request.
- 8.3 Where we provide Equipment to you in relation to the Services, you agree to:
- (a) take all reasonable care to prevent the loss, theft and damage of our Equipment;
 - (b) not to interfere with our Equipment unless we ask you to; and
 - (c) keep our Equipment at all times under your control and possession and not to remove our Equipment from your premises.
- 8.4 You agree to tell us as soon as reasonably possible about any loss or damage to any part of our Equipment. You agree that you are responsible for any loss of or damage to the Equipment caused by your breach of this Contract. We will charge you for any loss of or damage to our Equipment caused by your breach of this Contract.
- 8.5 Where we provide Equipment to you that does not have a manufacturer's guarantee, we promise that on delivery and for a period of 12 months from delivery, the Equipment will be free from significant defects, save for:
- (a) any fair wear and tear;
 - (b) any deliberate damage, abnormal storage or working conditions, accident, failure to use skill and care by you or by any third party, unless the third party is our sub-contractor;
 - (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, unless the third party is our sub-contractor.
- 9. Liability**
- 9.1 If we fail to comply with the Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Contract or our failure to use skill and care, except for those losses excluded in clauses 9.3 and 13 of these Terms & Conditions. You may ask us for compensation for this loss or damage.
- 9.2 Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 9.3 Apart from liability we accept on an unlimited basis in clause 9.5, we have no liability to you for:
- (a) any business or commercial loss, including loss of profit, loss of business, business interruption or loss of business opportunity;
 - (b) any delay or failure that is due to circumstances or situations beyond our reasonable control (for example, extreme weather, terrorist activities, strikes or other industrial action, fire and anything done by government or other public authority);
 - (c) any loss or damage you suffer as a result of:
 - (k) your (or any member of your household's) breach of this Contract or misuse of our Equipment or the Services;
 - (ii) use of equipment that we have not provided to you;
 - (iii) loss or damage that we couldn't reasonably be expected to foresee or couldn't have been expected to consider when we agreed to this Contract with you;

- (iv) information, content and data that you access, transmit or receive using our Services, including if it is not accurate or is illegal;
- (v) the failure of any safety, security or other alarm systems that are not compatible with the Services or which is not due to our fault or failure to use skill and care (for example a power outage);
- (vi) malware on any of your devices that you use to access the Services;
- (vii) any loss, corruption or damage to or release of data or information which is not due to our fault or failure to use skill and care; and
- (viii) the fault or failure to take reasonable care by a third party that you also have a contract with, even if we introduced you to them or if you purchased something from them via the Services.

9.4 We accept responsibility for anything that we cannot exclude or limit by law. In particular, we do not in any way exclude or limit our liability for death or personal injury caused by our failure to use skill and care, fraud or fraudulent misrepresentation.

9.5 Apart from liability we accept on an unlimited basis in clause 9.4, we will not pay you more than the following amounts in compensation under this Contract:

- (a) £100,000 in any 12 month period for loss of or physical damage to your property caused our failure to use skill and care or the failure to use skill and care of someone acting on our behalf;
- (b) £5,000 per incident or series of connected incidents for any other loss or damage.

10. Changes

10.1 If we make any changes to our Services, the Equipment or the Contract which is likely to cause you a material detriment:

- (a) we will give you at least 30 calendar days' notice of the change by email; and
- (b) you will be entitled to cancel the Services and the Contract by giving us thirty days' notice but you will need to tell us that you want to cancel within 30 days of the date of the notice that we send you.

Please refer to the "Cancellation and Suspension" section above.

10.2 We may revise the Contract from time to time:

- (a) for compliance with any law, regulation, regulatory requirement, licence, guidance or code of practice;
- (b) to reflect changes in technology, our prices, our business, the Broadband Services or the Equipment including any changes to our suppliers; or
- (c) to make the Contract clearer or easier for you to understand.

Please refer to clause 10.1 for your rights to cancel the Contract and the Services if the change is to your material detriment.

10.3 To protect our network and maintain quality of service for all our users we can temporarily or permanently control or restrict your online activities:

- (a) where such activities may have a detrimental effect on other customers' quality of service and it is reasonable for us to do so (e.g. sending "spam" messages or hosting a Website). Please refer to clause 10.1 for your rights to cancel the Contract and the Services if the change is to your material detriment; and
- (b) if you do not comply with the Usage Policy and it is reasonable for us to do so.

10.4 We reserve the right to monitor and control data volume and/or types of traffic transmitted via the Services and the Equipment. In the event that you

exceed any usage allowance applicable to your Internet access or your use does not comply with our Usage Policy, we reserve the right (at our sole option) to reduce your Services. However, before we do so, we will give you reasonable notice and tell you how long we will reduce your Services for and our reason for the reduction. Please refer to clause 10.1 for your rights to cancel the Contract and the Services if the change is to your material detriment.

- 10.5 During any time of reduction under clause 10.4, you will remain responsible for the payment of your original level of subscription charge. We also reserve the right (at our sole option) to re-grade your Internet access to a different speed and/or usage allowance at the appropriate charge. If we make such changes, we will notify you as soon as possible. Please refer to clause 10.1 for your rights to cancel the Contract and the Services if the re-grade is to your material detriment.
- 10.6 We may at any time change, replace or withdraw the Services, the Equipment or the Broadband Services available. For example, we can vary the maximum speeds of your chosen package. Please refer to clause 10.1 for your rights to cancel the Contract and the Services if the change is to your material detriment.
- 10.7 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.

11. Ownership

- 11.1 Where we provide Equipment for use with our Services, this Equipment remains ours at all times.
- 11.2 Any Internet address allocated by us to you will at all times belong to us and you may not sell or agree to transfer the number to any person. You will have a non-transferable right to use such Internet address whilst you receive Broadband Services from us. In the event the Contract is cancelled or expires, for whatever reason, your right to use the Internet address will automatically terminate and you will not be able to use the Internet address from that time.

12. Intellectual Property Rights

- 12.1 The Services that we provide to you are limited to the provision of access to broadband Internet via our Equipment, namely a Broadband router. By itself, this does not allow storage or copying of copyright material.
- 12.2 We would however remind you that if you use our Services or Equipment in order to access any TV or radio programmes or other content which is covered by third party copyright, then you need to carefully consider whether or not you are permitted to copy or record such content as this could be in breach of copyright.
- 12.3 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.
- 12.4 Your right to use the Equipment and any such software and hardware systems are subject always to the Contract and any 'end-user-licence' agreement (if you are asked to agree one). You agree not to use the Equipment and any software and hardware systems for any purpose other than using and accessing the Services. Except as expressly permitted by copyright law, you have no right to copy, adapt, reverse engineer, decompile, disassemble, modify or adapt the Equipment or any such software and hardware systems in whole or in part.
- 12.5 We may need to update or replace software relevant to the Services or Equipment from time to time and you will permit us to do so.

13. Third Party Services

If you choose to purchase additional, paid-for services that are available to you via our own Broadband Services from a third party, we will have no liability to you for the quality or performance of that third party service.

14. Your Privacy

Protecting your privacy is paramount to us. Please read our Privacy Policy (available at www.communityfibre.co.uk/privacy-policy and

below carefully to understand our views and practices regarding your personal data and how we will treat it. By using the Website, the Services and the Equipment you confirm that you understand we will process your personal data in accordance with this Privacy Policy.

15. Support

15.1 We will give you access to our Service Desk via telephone or email. Our contact number is 08000820770 and our email is hello@communityfibre.co.uk. Our Service Desk provides assistance with registration and access problems that may arise as a result of network issues relating to the Services or any issues with the Equipment. Any calls to the Service Desk may be recorded or monitored for training and other purposes.

15.2 The Service Desk Support does not include support of hardware or software installed on your PC or of other hardware that you own. These types of issues will not be logged with the Service Desk and you are responsible for obtaining any support you need at your own cost.

16. Installation and Maintenance

16.1 Where we have not installed all the Equipment needed to provide the Services:

- (a) we will agree a date with you to do so; and
- (b) you agree to provide reasonable access to us on that date for the installation.
We will explain the type of installation you need and any Charges before you complete your order and the details will be set out in your Confirmation.

16.2 We will try to meet the time and day which we agree with you for installation however if we need to change the time and/or date we will notify you of the changes as soon as possible (and within at least 48 hours). If you need to change or cancel the appointment for installation you will also let us know as soon as possible (and within at least 48 hours).

16.3 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. Otherwise we will not be able to complete the installation. We will take instructions from anyone at your premises who we have good reason to think has your permission to give instructions to us.

16.4 You authorise us to install and keep installed our Equipment at your premises and you agree that we and our employees, agents or contractors may enter your premises so that we can:

- (a) 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; and
- (b) inspect any equipment (such as your TV or computer) including our Equipment which you may keep there.

You will ensure you have any permission we need to carry out any of these activities at your premises.

16.5 We agree to cause as little disturbance as we are reasonably able to when carrying out any work at your premises. We agree to repair, to your reasonable satisfaction, any damage that we, our agents or contractors may cause at your premises.

16.6 You agree not to do anything, or allow anything to be done, at your premises that may cause damage to or interfere with the Equipment or prevent use or easy access to it.

16.7 You confirm that you are:

- (a) the current occupier of the premises; and
- (b) either the freeholder of the premises or a tenant.

16.8 If you are a tenant with less than 12 months' lease, please ensure that you will be able to meet the Minimum Period of the Contract, for example by choosing Services with a shorter contract period.

16.9 We may modify the Services and Equipment, or part of them, to the extent necessary for us to carry out maintenance, technical repair, enhancement or emergency work. We may need

to suspend the Services or part of them to carry out this work and if we do we will give you as much notice as possible, minimise the impact of the suspension on your use of the Services and Equipment and restore the Services to you as soon as we can. You will be responsible for payment of the Charges during the suspension in accordance with clause 7.14.

- 16.10 You agree that you will tell us about any fault in the Services or Equipment by phoning or emailing us or by reporting through our Website. We will aim to respond as promptly as possible. In many circumstances it is possible to correct a fault over the phone. If this is not possible, we will send a technician to investigate and correct the fault if necessary. You will give us a reasonable opportunity to correct a fault and provide us with your cooperation and assistance to help us to do so.

17. Complaints and Disputes

- 17.1 At Community Fibre we aim to provide you with the best level of service possible. If you feel we have fallen short of this aim, please let us know. We'll work with you to put things right and we will always try to use your feedback to improve things where we can.
- 17.2 If you are unhappy with our service then please let us know by giving us a call on Freephone 0800 0820 770 or e-mail us at hello@communityfibre.co.uk. If you prefer to write then please send us a letter at Community Fibre Customer Services, 32 Page Street, London, SW1P 4EN.
- 17.3 Our preference is for you to call us as we will try to resolve your complaint during the initial call. If this is not possible, we will agree a course of action with you and provide you, where possible, with clear timeframes and next steps for the resolution of your complaint.
- 17.4 If you are not satisfied with the way your complaint has been dealt with or the proposed next steps then you can ask to escalate the issue to a manager.
- 17.5 If we have failed to reach an agreed resolution within eight weeks of receiving your complaint

then you have the option of referring your complaint for independent consideration to CISAS (the Communications and Internet Service Adjudication Scheme) of which Community Fibre is a member. CISAS will take evidence both from you and us and will make an independent decision, based purely on the merits of the case.

- 17.6 Contact details for CISAS are as follows:

CISAS, 70 Fleet Street, London, EC4Y 1EU
020 7520 3827
info@cisas.org.uk

18. General

- 18.1 The Contract is between you and us. You may not transfer your rights or obligations under the Contract to anyone else, and no other company, firm or person is entitled to benefit under the contract except where we transfer our rights or obligations.
- 18.2 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 a negative way.
- 18.3 Each clause of the Contract operates separately. If any part cannot be enforced, the remaining clauses will still apply.
- 18.4 If we fail to insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing.
- 18.5 Only you and us can take action under this Contract. No other person will have any rights to enforce it.
- 18.6 The Contract is governed by and subject to the laws of England and Wales. Any disputes that you and we have can only be decided by the English and Welsh courts.
- 18.7 You may also be able to refer a dispute to the European Online Dispute Resolution (ODR)

platform at <http://ec.europa.eu/odr>. The ODR platform is a web-based platform which is designed to help consumers who have bought goods or services online. It provides access to independent alternative dispute resolution services which are usually free for you to use.

19. Usage Policy

19.1 This Usage Policy sets out the terms between you and us under which you may use the Services and the Equipment.

19.2 You will not use the Services or the Equipment in a manner which:

- (a) involves any criminal or unlawful activity, including child pornography, fraud, drug dealing, gambling, harassment, stalking, sending or creation of viruses or other harmful files;
- (b) advertises any products or services or involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming";
- (c) involves communicating or promotes false information or information you believe to be false;
- (d) involves or promotes communications or conduct which is defamatory, offensive, abusive, obscene, menacing, threatening or otherwise made for the purpose of causing annoyance, inconvenience or anxiety to another;
- (e) promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- (f) harasses or advocates harassment of another person or exploits people in a sexual or violent manner;
- (g) promotes illegal activities or conduct that is libelous;
- (h) involves or promotes copyright infringement, patent infringement, or theft

of trade secrets including providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;

- (i) furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons or violating someone's privacy;
- (j) solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- (k) interferes with, disrupts or creates an undue burden on the Services or the networks or services connected to the Services or the Equipment, or which creates a security threat or vulnerability in respect of the Services or the networks or services connected to the Services or the Equipment;
- (l) attempts to impersonate another user or person;
- (m) uses the account, username, or password of another person at any time or disclosing your password to any third party or permitting any third party to access your account;
- (n) is in a manner which is in breach of any law or the rights of any other party; or
- (o) involves distributing, uploading or downloading content which contains nudity, violence, or offensive subject matter or contains a link to an adult Website or includes a photograph of another person that you have uploaded without that person's consent.

19.3 If you do not comply with the Usage Policy or let anyone else misuse the Services or the Equipment we may have to charge you for any loss or damage that we suffer as a result.

The practices described in this privacy policy statement are current as of 12th of November 2018.