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## 1. About us

We are Cuckoo Fibre Ltd a company incorporated in England with company registration number 15060036. Our registered office is at 6th Floor, 33 Holborn, London EC1N 2HT. Jurassic Fibre is a brand name of Cuckoo Fibre Ltd. All references to Jurassic Fibre should be read accordingly.

You are our Customer, your name and contact details are on the order confirmation. The address for delivery of the services is the address stated on the order confirmation. You will be responsible for paying the charges for our services.

These are the Terms and Conditions on which we supply our Broadband services (we refer to these as “service”) to you: please read them carefully. These terms tell you who we are, how we will provide our services to you, how you are to pay for using our services, how you and we may change or end the contract, what to do if there is a problem and other important information. Use of our services are subject to our Acceptable Use Policy and our Privacy Policy which you can read on the Jurassic Fibre Website.

## 2. Definitions

We’ve outlined a few phrases and meanings to help you understand this document. These are described below:

- **Activation date** – means the date at which our service is installed and connected to the network and can be used in your property
- **Charges** – means the charges payable by you in connection with the services, including any charges for repaired or replaced equipment (CPE) caused by your damage or where you fail to return the equipment (CPE) to us following cancellation or termination of the Services
- **Consents and permissions** – means the approval required from you (where you are the freehold owner of your property) or your landlord (where you are a tenant) giving us consent to access your property to install our services

- **Customer Premises Equipment (CPE)** – means any equipment and network apparatus that we agree to supply and install at your premises in connection with your service
- **Customer number** – means your unique reference number that we assign to you as a contracted customer for the service
- **DIA services** – means Dedicated Internet Access. This is a totally dedicated internet connection for your specific business and not shared with any other customer
- **Internet Protocol (IP) address** – means a unique address that identifies a device connected to the internet
- **Minimum term** – starting from the activation date, this is the minimum period of time that the agreement to provide services will run
- **Network** – means the network and equipment we use to provide our services to you
- **Order form** – means the form which confirms your request to us to proceed with the installation of services as described in the form
- **Services** – this refers to the broadband or DIA services and add on products that we are providing you with under the contract between us and in accordance with these Terms and Conditions and the order confirmation
- **Suspend services** – means temporarily ceasing the provision of our network service to your property
- **We/us/our** – refers to Jurassic Fibre. As set out above, Jurassic Fibre is a brand name of Cuckoo Fibre Limited
- **Working days** – means any day of the week, excluding a Saturday, Sunday, or a public holiday in England
- **Writing** – this includes emails, SMS text messages, any letters and other correspondence via post and any messages sent through our digital solutions, this includes emails, SMS text messages and any messages sent through our digital solutions
- **You/yours** – refers to the person (a company, partnership or individual) with whom we contract as our customer to supply our services as set out in the order
- **Your equipment** – this refers to electronic devices you own that you may use to connect to our services
- **Your property** – this refers to the location where our equipment is installed and activated and where we agree to provide our services, as identified in the order form

### 3. Contacting Each Other

**3.1 How to contact us.** You can contact us by telephoning our Customer Care Team at 01392 345600, by emailing us at [contactus@jurassic-fibre.com](mailto:contactus@jurassic-fibre.com) or by writing to us at Jurassic Fibre, Milford House, Pynes Hill Office Park, Exeter, EX2 5TH.

**3.2 How we may contact you.** If we need to contact you regarding your services, we will do so by phone, by writing to you at the email address or postal address you provided to us when you placed your order. We may send customer service announcements to you by email or SMS text message. Please ensure that you tell us immediately if any of your contact details change.

### 4. Our contract

**4.1 Condition precedent.** Our obligations under this agreement are subject to our satisfactory completion of a survey of your site.

**4.2 Services.** The order confirmation contains all the details of the services you have ordered which we agree to supply to you in accordance with these Terms and Conditions and any service level

arrangements (“Service Level Agreement”) we have agreed to. The services shall either be provided by way of standard dedicated internet access (or leased line internet or point to point connection) services (“DIA”) or standard broadband services (“Broadband”), as specified in the order confirmation. If we have agreed to provide a Service Level Agreement in connection with a DIA Service, the terms set out at Section 7 below will apply.

**4.3 Minimum Term.** The contract will be subject to a minimum term as set out in your order confirmation. The minimum term will start from the activation date (as defined in clause 6.9 below) (for new orders) or from the date of the order confirmation (for changes and upgrades) and will continue for the whole of the agreed minimum term, unless you or we are entitled to terminate this agreement earlier in accordance with these Terms and Conditions. Your services will automatically continue on a monthly basis after expiry of the minimum term, unless you notify us at least 1 month before the end of the minimum term that you wish to terminate the agreement at the end of the minimum term.

**4.4 IP addressing.** We cannot guarantee that a static IP address can be made available to you as part of the services. Additional charges may apply to the provision of an IP address. Unless we have agreed to provide you with a static IP address, the internet address allocated to you may be varied at any time. It will at all times belong to us. You may not sell or agree to transfer the internet address to any person. We grant to you a non-exclusive, non-transferable licence for the term of the agreement to use the IP address to access the services in accordance with these Terms and Conditions. This licence will immediately end on the same date on which our contract with you ends.

## 5. Ordering services

**5.1 How to place an order.** An order can be placed with us for the services either with one of our sales ambassadors in person or by phone with our sales agents. Alternatively our services can be ordered from our approved IT resellers.

**5.2 What orders do we accept?** Our network will continue to grow and develop, however, orders can only be placed with us once your premise is available for connection to the network. For every order we receive, we will carry out a serviceability check and notify you if the services are available or not at your premise.

**5.3 What information do we need to place an order?** Our order process will require you giving us some mandatory information about yourself, your business, your business premise and payment details.

**5.4 How we will accept your order.** We agree to the acceptance of your order after the order confirmation and Terms and Conditions have been emailed over to you. At this point, a contract will come into existence between you and Cuckoo Fibre Limited subject to a site survey.

**5.5 What services have you ordered.** The order confirmation contains all the details of the services you have ordered which we agree to supply to you in accordance with these Terms and Conditions.

**5.6 Minimum Term.** The order confirmation email will contain the minimum term of the contract.

**5.7 Ordering through an approved IT reseller.** You can order our services from one of the approved IT resellers, subject to you concluding a contract between you and the approved IT reseller.

## 6. Services installation and activation

**6.1 Consents and Permissions.** If you are the owner of the property, you will be required to enter into an agreement allowing us access to the property to install and provide the services. You will also be responsible for obtaining any other consents and permissions required to enable us to install, activate, inspect, maintain, alter or repair the services. If you are a tenant of the property, you will be required to ensure the freehold owner of the property (your landlord) enters into the contract with us and that the

freehold property owner obtains any other consents and permissions required to enable us to install, activate, inspect, maintain, alter or repair the services. You acknowledge that if either you (where you are the freehold owner of the property) or the freehold owner of the property (where you are a tenant) fails to enter into the contract or you or the property owner fails to obtain the relevant consents and permissions then we will not be able to provide the services at the property.

**6.2 Arranging the network installation.** When the connection point outside your property is live, we will notify you in writing as to the date when one of our installation engineers will attend your property to install and configure the equipment you need to use our services. All installations will be undertaken on a working day. All installation engineers work to our agreed standards, using approved equipment. The installation engineer will carry out a risk assessment before commencing work. If the installation engineer decides that it is not possible to carry out the installation safely, or if there is no one over the age of 18 present, you will be informed and given the opportunity to make alternative arrangements.

**6.3 Preparation of your property.** You shall, prior to installation and at your own expense:

- a) ensure that the property is prepared in accordance with any instructions provided by us;
- b) obtain all necessary licences, consents and regulatory approvals required for installation and use of our equipment at the property, including in respect of any alterations required to the property;
- c) provide us in a timely manner such access to the property as may be required to install our equipment;
- d) provide a suitable and safe working environment in accordance with applicable installation standards and applicable laws and regulations;
- e) provide any electricity and telecommunication connection points as required by us;
- f) provide any openings in buildings required to connect our equipment to appropriate telecommunications facilities; and
- g) provide internal cabling between our equipment and any of your equipment, as appropriate.

**6.4 Access to the property.** You agree to allow us to access the property to install and activate the services and to provide the services to you.

**6.5 Installation charges.** Any installation charges payable by you shall be set out in the order confirmation and are payable immediately on receipt of invoice. Some bespoke projects with specific requirements will require a separate on-site visit by an engineer who will prepare a written quote of the installation cost, which shall be confirmed to you following completion of the survey.

**6.6 Location of terminating equipment.** We will make reasonable efforts to terminate our equipment at the most suitable location in your property. In some cases, this may be cost prohibitive, and we reserve the right, subject to costs being agreed with you prior to commencement, to request that these costs be reimbursed by you.

**6.7 Changes to your requirements.** If you change your requirements including making changes to the route through which we provide our installation, this may affect your eligibility for a standard installation. If there has been an error in assessing the criteria for your installation which means you do not qualify for a standard installation, the installation engineer will inform us, and we will discuss and agree with you how to proceed and any charges which may apply.

**6.8 If the installation cannot be carried out as arranged.** If it is not possible to carry out or continue with the installation because of any of the following reasons, the installation may be cancelled and we may charge you a cancellation fee equivalent to the installation charges and/or for the reasonable costs and expenses incurred by us in connection with such cancellation:

- a) if you cancel the appointment less than 24 hours before the scheduled installation date;

- b) if there is no person present at your property with the necessary authority or knowledge to enable the engineer to carry out the installation;
- c) if the installation engineer is refused access to you property;
- d) if your property has not been adequately prepared in accordance with any instructions provided by us and your obligations as set out under these Terms and Conditions; or
- e) if the installation engineer decides that it is not possible to carry out the installation safely or due to any unforeseen complexity or the materials required to complete the installation.

**6.9 Activation date.** Once your order is confirmed and the services are installed (if applicable) we will activate your services (“your Activation date”).

**6.10** For the purposes of this clause 6, the “Demarcation Point” means an ethernet port on a CPE of our choice that we deem appropriate to deliver the speeds and the services ordered. You shall be responsible for the installation, maintenance and support of all hardware located beyond the demarcation point. You will be responsible for your equipment in accordance with clause 9.5.

**6.11** All devices will be connected by you to our network via the ethernet port on the demarcation device.

**6.12** All Broadband services and DIA services include the provision by us of a CPE of our choice that we deem appropriate to deliver the speeds and the services ordered. We reserve the right to substitute any CPE as required based on availability of hardware from our suppliers.

**6.13** In the event you decide to use your own router, configuration of the router is outside the scope of the services and entirely at your own risk and responsibility.

**7. Service Level Agreement for DIA Services**

**7.1 DIA services only.** This Section applies to DIA services only and only to the point of demarcation. For the avoidance of doubt, this Section does not apply to Broadband services.

**7.2 Notification of faults.** Where support is required, you must notify us using the contact details provided by us from time to time, giving an explanation of the fault in as much detail as possible. Timings commence from the point that you notify us of the relevant fault or issue:

Measurement	Target
Round trip delay	30 ms
Jitter	8 ms
Packet loss	0.1%

**7.3 Service availability.** We aim to provide an annual service availability of 99.9% excluding scheduled downtime for planned maintenance. Service availability will be calculated on a quarterly basis. If we fail to meet or exceed this level, you shall become entitled to a service credits as follows:

Annual Service Availability	Threshold Service Credit
< 99.9 – 99.4%	5% of Rental Charges (as defined in clause 8.1 below) for the period concerned
< 99.3 – 98.8%	10% of Rental Charges for the period concerned
< 98.7 – 97.9%	15% of Rental Charges for the period concerned
< 97.8%	20% of Rental Charges for the period concerned

**7.4 Service restoration.** In the event of an unplanned outage, we aim to restore service within 6 hours of being notified by you. If we fail to achieve service restoration in this time, you shall become entitled to service credits as follows:

Restoration Threshold	Service Credit
0 to 2 hours beyond 6 hours target, following notification	5% of monthly circuit rental charges
2.1 to 5 hours beyond 6 hours target, following notification	7% of monthly circuit rental charges
>5 hours beyond 6 hours target, following notification	15% of monthly circuit rental charges

**7.5 Service credits.** No service credits shall be due under clauses 7.3 or 7.4 above where any such failures result from any of the following causes:

- a) a cause outside our reasonable control;
- b) any failure by you to perform your obligations in accordance with these Terms and Conditions and the contract;
- c) any scheduled downtime for planned maintenance (including emergency maintenance) as further detailed in clause 7.8 below;
- d) any suspension of the services by us under any provision under these Terms and Conditions;
- e) problems with or failure of the internet (other than connections to the internet for which we are directly responsible);
- f) interference caused by a third party;
- g) incorrect configuration or use of the services by you;
- h) incorrect information provided by you or on your behalf;
- i) any improper use, misuse or unauthorised alteration of the services by you;
- j) any use of the services otherwise than in accordance with our instructions and/or our contract with you; or
- k) the use by you of any hardware or software not provided or supported by us to access or use the services or network.

**7.6 Exclusive remedy.** The provision of a service credit shall be an exclusive remedy for a particular failure to meet the agreed minimum level of performance ("Service Level").

**7.7 Payment of service credits.** Service credits shall be shown as a deduction from the amount due from you to us in the next invoice to be issued under the contract.

**7.8 Planned maintenance.** We may carry out planned maintenance on our equipment and/or the services from time to time and will use reasonable endeavours to provide at least 48 hour prior written notice to you. An exception to this is where any maintenance is required in an emergency in which case we will use reasonable means to provide you with as much notice as possible. Any such periods of scheduled downtime, including for planned maintenance, shall not be taken into account when determining whether we have met any Service Levels.

**8. Charges and payments**

**8.1 Rental charges.** The amount payable for our services and any additional services is set out in your

order confirmation ("Rental Charge"). Payments must be made by the agreed payment method. Any installation charges will be charged as an additional upfront payment. Your first invoice will be issued on the activation date, and on the same day of each following month.

**8.2 Payment Terms.** Payment terms are 14 days from the date shown on the invoice in accordance with the due date stated on the invoice. Installation charges will fall due and be payable by you immediately upon receipt of invoice.

**8.3 Early termination charge.** If the contract is terminated by you during the minimum term, you may have to pay an early termination charge equal to all remaining future rental charges up to the end of the minimum term (for DIA services), or an early termination charge (for Broadband service) not exceeding the amount shown in your agreement.

**8.4 After the minimum term ends.** The rental charges will not change during the minimum term unless you make any changes to the services that you have ordered. Your services will continue on a monthly rolling basis after the minimum term, unless you choose to end the contract at the end of the minimum term, but price changes may apply in accordance with clause 8.5 below.

**8.5 Price changes.** We may review and update our rental charges from time to time. Where we decide to make changes to our rental charges, these changes will not apply to contracts which are still within the minimum term (unless you have made any changes to the services that you have ordered). If our rental charges are to change, we will give you at least 30 days' written notice and you will be entitled to terminate the contract in the event that you do not agree to accept our price changes.

**8.6 VAT.** All sums stated and payable by you under this contract are exclusive of VAT, and you shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice.

**8.7 3rd party charges.** We are not responsible or liable for any 3rd party charges from other organisations (such as telephone or content providers) which you may incur while using the services. These 3rd party charges will remain your responsibility.

**8.8 No right of set-off.** You must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**8.9 What to do if you think we have made a mistake in our charges.** If you think an invoice is not correct, please contact us promptly and within 14 days of the date on the invoice to let us know.

## 9. Your obligations

**9.1 Your obligations.** Without prejudice to any other obligations under these Terms and Conditions or otherwise incorporated into the contract, you shall:

- a) inform us of all health and safety and security requirements that apply at your property;
- b) comply with our reasonable requests that are necessary for the reasons of health and safety, environment, sustainability, security or quality or performance of any services;
- c) upon reasonable notice from us, allow us access to your property as may be reasonably necessary for the performance by us of our obligations under the contract, including for the installation or maintenance of our equipment and the recovery or removal of any of our equipment from your property;
- d) comply with and ensure the users (as defined below) comply with our Acceptable Use Policy (available on our website or from our Customer Care Team) when using our services;
- e) use, and ensure the users (as defined below) use, the services in compliance with all applicable laws and regulations, codes of practice, these Terms and Conditions and all other terms that form the basis of the contract;

f) be responsible for:

- i. access to and use of the services by any person who is permitted by you to use or access the services (“users”);
- ii. all fees payable to us incurred in connection with the services;

g) ensure that your list of users is kept current, and that you terminate access immediately for anyone who is no longer a user;

h) comply with the provisions of any software and/or third-party software licences provided with or as part of the service or otherwise notified to you by us from time to time.

**9.2 Monitoring the services.** You agree that we may intermittently monitor your use of our services including data volume and type of traffic (whether authorised by legislation, regulation or otherwise) to ensure lawful use and to assist our traffic management. If you use the services improperly, negligently or in any way which interferes with other customers’ use of the services, we may exercise our right to suspend services or terminate the contract with immediate effect. In addition, we reserve the right to immediately remove any material placed on our servers by you or other users which is or we have reasonable grounds to believe is illegal, illicit, offensive or in breach if any of the terms of our contract with you and/or is otherwise harmful to our interests or the interests of our other customers.

**9.3 Indemnity.** You acknowledge and agree that you are responsible for all access to and use of the services within the contract, including by you and all users, whether you gave your permission or not. You will indemnify and keep us indemnified against any claims, losses, damages, costs, expenses and liabilities (including legal fees on a full indemnity basis) arising from any claims by any third party and/or otherwise in connection with the use or misuse of the services in breach of clause 9.1.

**9.4 Our equipment.** The router and any other equipment we supply to you to connect to our services remains our property. You are responsible for maintaining all the equipment we supply to you in good order and in accordance with any instructions that we provide to you. You should also ensure that you are aware of the installation route of the network apparatus across your property and remain responsible for drawing this to the attention of any third-party doing work on, or adjacent to your property. If you report a fault which we trace within your property, we will make an appointment to carry out repairs or replace faulty equipment but if, in the reasonable opinion of the engineer, the fault was caused by damage caused to the equipment or the network apparatus we have provided to you, then a charge may be made. If you or we terminate this contract, then any equipment we supply to you to connect the services must be returned to us in good working order. If you fail to do so, we may charge you for the cost of any such equipment or for any damage caused to the equipment.

**9.5 Your equipment.** You are responsible for the provision, installation, configuration, monitoring and maintenance of any of your equipment connected to the services. You shall ensure that any of your equipment connected to or used with the services is connected and used in accordance with any instructions and safety and security procedures applicable to the use of that equipment. You shall ensure that any of your equipment attached (directly or indirectly) to access the services by you is technically compatible with the services and approved for that purpose under any applicable laws and regulations. We do not make any commitment, assurance, confirmation or otherwise with respect to the interoperability and performance between the services and your equipment.

## 10. Our obligations

**10.1 Network faults.** When we become aware of a network fault outside of your property curtilage, we will do our best to ensure it is diagnosed and repaired within 1 working day (or as otherwise set out in any Service Level Agreement).

**10.2 Service performance.** We cannot guarantee fault-free performance. Due to the shared use of



networks and factors outside our control such as access to 3rd party content and services, your internet access availability and speed may vary from time to time. In addition, the speed and limitations of Wi-Fi (your router position, wall thickness, device capability etc) may affect the actual speed that you experience. In certain types of building, additional equipment may be required to ensure this bandwidth is available as a Wi-Fi signal throughout the building. This additional equipment can be supplied at a cost and may be recommended to you by your installation engineer. We are not responsible for any reduction in speed or service performance issues caused by your own equipment or software, for example antivirus software causing slow speeds on a computer or phone.

**10.3 Our services.** We will carry out our service obligations to you with reasonable skill and care. However, we cannot guarantee that our services will be available at all times, error free and/or without minor defects.

**10.4 Compliance with laws.** We will comply with all applicable laws, regulations and codes of practice when providing the services to you.

## 11. Suspending services

**11.1 Reasons to suspend the services because of our actions.** We are entitled to suspend services to you:

- a) to deal with technical problems or make minor technical changes;
- b) to update the services to reflect changes in relevant laws and regulatory requirements and/or codes of practice; and/or
- c) to make changes to the services as requested by you or notified by us to you.

**11.2** We will do our best to ensure that any necessary maintenance and support work is carried out overnight and also to give you reasonable warning by email or SMS, prior to such work being carried out. However you acknowledge that this may not always be possible if the problem is urgent or an emergency.

**11.3 Reasons to suspend the services because of your actions.** We are entitled to suspend services to you:

- a) if you fail to pay any amount due under our payment terms on the due date for payment under the contract;
- b) if you misuse our network or do not comply with our Acceptable Use Policy or any corporate policies that we have made you aware of; and/or
- c) if you breach any term of the contract (including any provisions under these Terms and Conditions), or any laws, regulations and/or codes of practice which apply to your use of our network and/or services.

**11.4 If we suspend the services because of your actions.** You must still pay for the services during the period of suspension and we may charge you for re-activating the services to you at the end of the period of suspension.

## 12. Our responsibility to you

**12.1 Nothing in these Terms and Conditions shall limit or exclude our liability to you for:**

- a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

b) fraud or fraudulent misrepresentation; or

c) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

**12.2 Exclusion of warranties.** We have given commitments as to compliance of the services with relevant specifications in clauses 10.3 and 10.4. All other conditions, warranties or other terms that might be implied into or incorporated into these Terms and Conditions or otherwise into the contract whether by statute, common law or otherwise, are hereby excluded to the extent permitted by law. In particular the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this contract.

**12.3 Limitation of liability.** Subject to clause 12.1:

a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill and/or any special, indirect or consequential loss or damage whatsoever arising under or in connection with any contract between us; and

b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total rental charges paid by you in the preceding 12 months, provided, however, that any remedies contained in the Service Level Agreement shall be the sole and exclusive remedies for any failure to meet the performance obligations under that Service Level Agreement.

**12.4 You are responsible for your own equipment.** We are not responsible if you, or any users, are not able to use the services because your equipment (for example, any PC, mobile device, network interface card, printer, switch, local area network or other equipment) does not work properly with our services, or because of faults in any 3rd party networks over which we have no responsibility. We are not responsible for any loss or damage to your own equipment caused by the use of our services to access the internet.

**12.5 We are not responsible for information passing over our network.** We have no control over the data which passes to or from you (or any users) over the internet, and we are not responsible for any loss or damage to that data. We exclude all liability of any kind in respect of any data, information, video, graphics, sound, music, photographs, software and any other materials published or otherwise made available by you or on your behalf (or by any users) by using the service and any other material on the internet which can be accessed using the service. We are not responsible in any way for any goods (including software) or services provided by third parties and advertised, sold or otherwise made available by means of the services or on the internet. You will remain responsible for your (and all users) access to, use, sharing and storage of information over the internet via the services.

**12.6 We are not responsible for the acts of third parties.** We are not liable to you either in contract, tort (including negligence) or otherwise for the acts or omissions of other suppliers of telecommunications or internet services (including domain name registration authorities) or for faults or failures of their equipment.

**12.7 Force Majeure (events beyond our reasonable control).** We are not responsible to you for any delay, failure, damage, costs, or loss caused by events or circumstances beyond our reasonable control such as acts of God, flood or other natural disaster, epidemic or pandemic, terrorist attack, civil commotion or riots, war or armed conflict (actual or threatened), contamination (including chemical or biological), loss of electricity, power or telecommunications service, shortages of materials or equipment, failures within our supply chain (not caused by us), collapse of structures or blockages, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts and any change in law or action taken by a government or public authority.

### 13. Changes to the contract

**13.1 Your right to make changes.** To make changes to the services you have ordered please contact our Customer Care Team. We will let you know about any changes to the price of the services, the timing of supply or anything else which would be necessary as a result of your requested change, including any changes to these Terms and Conditions, and ask you to confirm whether you wish to go ahead with the change. No variation requested by you shall be effective unless it is agreed by us in writing.

**13.2 Minor changes to the services.** We may change the services:

- (a) to reflect changes in relevant laws and regulatory requirements; and/or
- (b) to implement minor technical adjustments and improvements, for example to address a security threat.

In the unlikely event that these changes have an impact on your use of our services you should contact us for an explanation of the reason for the change and to discuss the impact.

**13.3 More significant changes to the services and these terms.** In addition, we may make changes to our prices (see clause 8.5) or other aspects of our contract and Terms and Conditions, but if we do so we will notify you. In the event that you do not agree (acting reasonably and in good faith) to these material changes or to be bound by them by under the proposed revised contract, then you may contact us to serve notice to terminate your existing contract and before the material changes take effect.

### 14. Moving address

If your business is moving address, you are required to let us know at least 30 days beforehand. You can request us to set up your services at your new address. As a business moving address we will carry on providing your service at your new address unless it's not possible to do so. If this is the case, we would cease your services on the day of your requested date, no less than 30 days from notification. If you have any queries in regards to the "move address" process please feel free to contact our Customer Care team.

### 15. Your rights and how to end the contract

**15.1 Ending the contract because of something we have done or are going to do.** If you are terminating for a reason set out in paragraphs (a) to (d) below the agreement will end and we will refund you in full for any services which have been paid for but have not been provided (if applicable). These reasons include:

- a) we have told you about a significant upcoming change to the services or the contract under clause 13.3 above which you do not agree to (including a change to our prices outside the minimum term – see clause 8.5);
- b) we have made an error in the price or description of the services you have ordered, and as a result you do not wish to proceed;
- c) we have suspended supply of the services for technical reasons, or have notified you we are going to suspend services, in each case for a period of more than 5 working days; or
- d) we have materially breached the contract and the breach is incapable of remedy, or (if such breach is remediable) we have failed to remedy that breach within a period of 30 days after being notified in writing to do so.

For each notice above to be valid, each notice shall: (i) state the specific reason being relied upon as the basis for the termination (15a, b, c) or d)); and ii) contain all appropriate details in support, to enable us to assess, and confirm or query (acting reasonably), the validity of your termination notice.

You may wish to take specific legal advice, particularly in seeking to rely on 15d) to terminate the contract, as there are risks associated with wrongful termination of contract.

**15.2 Ending the contract during the minimum term.** If you end the contract during the minimum term (other than in accordance with clause 15.1 above) then we reserve the right to charge you an early termination charge.

**15.3 Payment of early termination charge.** We may charge this amount directly to your next invoice. By entering this contract, you are authorising us to do this. We will give you reasonable notice in writing before making these charges.

**15.4 Termination after the minimum term.** If we are not at fault and none of the reasons listed in clause 15.1 apply, you must give us 30 day's prior notice to terminate the contract after expiry of the minimum term. The contract will not end until 30 days immediately after the day on which you contact us. We will charge you for services supplied up to and including the termination date and will refund any sums you have paid in advance for services not supplied.

## **16. Our right to end the contract**

**16.1 We may terminate the contract in the following circumstances.** Without affecting any other right or remedy available to us, we may terminate this contract at any time by writing to you if:

- a) you fail to make any payment to us by the due date, and you still do not make payment within 12 days of us reminding you that payment is overdue and payable;
- b) you use our network in breach of the contract and/or our Acceptable Use Policy or use the services improperly, negligently or in a way which interferes with other customers' use of our services;
- c) you do not, within a reasonable time, allow us access to your property to install, activate and supply the services;
- d) you have materially breached any term of the contract and the breach is incapable of remedy, or (if such breach is remediable) you have failed to remedy that breach within a period of 7 days (or within such other period as notified by us) after being notified in writing to do so;
- e) you take any step or action in connection with your entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- f) your financial position deteriorates to such an extent that in our reasonable opinion your capability to adequately fulfil your obligations under the contract, including making timely payments that fall due and payable, has been placed in jeopardy;
- g) you suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of your business; or
- h) you are subject to a change of control (as defined in section 1124 of the Corporation Tax Act 2010).

## **16.2 Consequences of termination.**

DIA services – we reserve the right to charge you an early termination charge equal to all remaining future rental charges up to the end of the minimum term. You acknowledge and agree that the rental charges have been calculated by us on the basis that the services continue for the duration of the minimum term. You acknowledge that the early termination charges are therefore reasonable and

proportionate to cover our costs and losses incurred as a result of early termination.

Broadband services – we reserve the right to charge you an early termination charge not exceeding the amount shown in your agreement. You acknowledge and agree that the early termination charge has been calculated to cover our installation costs over and above the installation charges payable by you.

## 17. Privacy and data protection

**17.1 How we will use your personal information.** We will use the personal information you provide to us in accordance with our Privacy Policy which is available on our website.

**17.2 Please note that for training and compliance purposes** we may monitor and record phone conversations you have with our Service Centres.

## 18. Complaints

You may need to contact us to help sort out a problem. Our Customer Complaints Policy tells you how to do that and how we will deal with any complaint or dispute. You can read the policy at <https://jurassic-fibre.com/customer-complaints-policy/> or you can ask us to send you a copy.

1. Contact our Customer Care Team. They will be able to investigate your complaint and will do their best to resolve this while they are on the call with you.
2. If you are not happy with the solution Customer Care has suggested, you can ask to escalate your complaint to the Customer Care Supervisor. The Customer Care Supervisor will aim to respond to you within one working day. They will either suggest a resolution to your complaint, or explain what is happening – for example, if the complaint has been escalated to another team. In these cases, you will be given a timeframe telling you when we will come back to you again.
3. If you feel (acting reasonably and in good faith) that the Customer Care Supervisor has been unable to satisfactorily resolve your complaint, you can ask for your complaint to be escalated to the Customer Care Manager. The Customer Care Manager will review your complaint and respond to you within 5 working days following the day after escalation.
4. If, after following the process above, your complaint is not settled within 8 weeks, you can refer it to the Communications Ombudsman, for independent adjudication, using the Alternative Dispute Resolution scheme. (<https://jurassic-fibre.com/customer-complaints-policy/>).

## 19. Other important terms

**19.1 Entire agreement.** The contract constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in this contract and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.

**19.2 Variation.** Except as set out in these terms, no variation of the contract shall be effective unless it is agreed in writing by the parties (or their authorised representatives).

**19.3 Notices.** Any notice given to you or us under or in connection with this contract shall be in writing and shall be delivered by hand, by pre-paid first-class post or other next working day delivery service, at the relevant party's registered office or such other address as notified to the other in writing. Notices shall be deemed to be served if: (a) by hand, when delivered; or (b) by pre-paid first-class post or next working day delivery service, at 9am on the next working day after posting.

**19.4 Assignment.** We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under the contract. You shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under this contract without our prior written consent.

**19.5 Third party rights.** This contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract. The rights of the parties to rescind or vary this contract are not subject to the consent of any other person.

**19.6 Severance.** If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this contract.

**19.7 Waiver.** No failure or delay by us to exercise any of our rights or remedies under this contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**19.8 Governing law and jurisdiction.** This contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England. Each party irrevocably agrees that the courts of England shall have jurisdiction to settle any such dispute or claim.



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