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1. About us

We are Cuckoo Fibre Limited 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 Limited. 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 are not a business and are not intending to use our service wholly or mainly for business purposes. You will be responsible for paying the charges for our services.

These are the Terms and Conditions on which we supply our Broadband and HomePhone services and any other add-on products (we refer to these as “services”) to you: please read them carefully. These Terms and Conditions 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 (www.jurassic-fibre.com).

2. Definitions

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

- **Activation date** – means the date at which our services are installed and connected to the network and can be used in your home
- **Charges** – means the charges payable by you for the services set out in the order form. This may also refer to a charge payable where our equipment has not been returned to us after your service has been cancelled or comes to an end
- **Consents and permissions** – means the approval required from you (where you are the freehold owner of your home) or your landlord (where you are a tenant) giving us consent to access your property to install our services

- **Customer number** – your unique reference number which we assign to you as a customer when we accept your order for our services
- **HomePhone service** – means our telephone over the internet service
- **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 that form
- **Order confirmation** – means our email to you confirming our agreement to provide the services
- **Services** – this refers to the Broadband and HomePhone services and add on products that we are providing you with under these Terms and Conditions, as shown in your order form
- **Suspend services** – temporarily ceasing the provision of our network service to your home
- **We, us or 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
- **You or yours** – refers to the person with whom we contract to supply our services as set out in the order form
- **Your equipment** – this refers to electronic devices you own that you may use to connect to our services
- **Your property/home** – this refers to the residential property identified in the order form, where our equipment is installed and where we agree to provide our services.

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 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 on the order form 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 Contract Term. If you have ordered services from us, they will automatically continue on a monthly basis from the date that the services are activated, as detailed in clause 6.10 below. See Sections 14 and 15 below for how you or we may end this contract early.

4.2 Your right to cancel within 14 days.

- a. You have the right to cancel your order by contacting us within 14 days of the order confirmation being sent to you. Please note that if you request activation of your services within the 14 day cancellation period and we have started to provide the services to you, you will have to pay us the cost of the services you have received up to the point when you notify us of cancellation, including any costs associated with any installation services carried out.
- b. If we have provided you with any equipment to connect to our services you must return the equipment which we provided for your use within 14 days of cancelling your order.

- c. If you don't return the equipment within 14 days of cancelling your order, we will charge you for any non-returned equipment.

4.3 Your customer number. We will assign a customer number to your order and tell you what it is when we accept your order. It will help us if you can tell us the customer number whenever you contact us.

4.4 We only operate in the UK. Our website and marketing material is solely for the promotion of our services in the UK.

5. Ordering services

5.1 How to place an order. An order can be placed with us for our services either with one of our sales ambassadors in person or by phone with our sales agents, or through our website www.jurassic-fibre.com.

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 to connect to the network. Every order will have a serviceability check to notify you if the services are available 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 premise and your payment details.

5.4 How we will accept your order. We agree to the acceptance of your order when we email the order confirmation and Terms and Conditions to you. At this point, a contract will come into existence between you and Cuckoo Fibre Limited.

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.

6. Services installation and activation

6.1 Consents and Permissions. If you are the freehold owner of the property, you agree to allow us to access your property to enable us to provide the Services. You will also be responsible for obtaining any other licences, consents and permissions required to enable us to install, activate, inspect, maintain, alter, repair or otherwise provide the Services to you under the contract. If you are a tenant of the property, you must have any consent needed from the freehold owner, landlord, and/or agent managing the property and you must procure that the freehold owner, landlord, and/or agent managing the property obtains any other licences, consents and permissions required to enable us to install, activate, inspect, maintain, alter, repair or otherwise provide the Services to you under the contract. If you are a tenant, please let us know. We may require you (and any freehold owner, landlord and/or agent managing the property) to enter into an additional agreement with us to provide us with the necessary permissions and access rights to the property to provide the Services.

Provision of the Services is conditional upon and we are relying upon the wayleaves to access the property. By ordering the Services from us, you are confirming that you or any applicable third party have obtained any licences, consents and permissions necessary for us to provide the Services at the property and you acknowledge that we are relying on this confirmation in providing the Services to you. You acknowledge that if you or any applicable third party fail to obtain and maintain all of the relevant licences, consents and permissions then we will not be obliged to provide the Services at the property.

You agree that the consents and permissions granted to us in accordance with this clause 6.1 shall also be granted to our group companies (including Swish Fibre Limited).

6.2 We will contact you to arrange the network installation. When the connection point outside your property is live, we will contact you to arrange for our installation engineers to install and configure

the equipment you need to use our services at a time which suits you (subject to the limitations set out in clause 6.5 below). All installation engineers work to our agreed standards, using approved equipment needed to use the services. Unless otherwise specified in these Terms and Conditions or otherwise agreed with you, our installation and activation services, including providing you with the approved equipment are included within the price payable by you for the services and are provided at no additional charge to you. In the event you decide to use your own router, we cannot take responsibility for your equipment and/or any adverse effects it may have on the performance of the services. Any use and configuration of your router and equipment remains your responsibility and will be outside the scope of the services provided by Jurassic Fibre.

6.3 The installation team will have your contact details. This is so that they can contact you to let you know when they will arrive, or to deal with any unexpected problems or delays. They will only use your contact details for these purposes and only in accordance with our Privacy and Cookie Policy available on our website or from our Customer Care team. You will also have their contact details so that you can verify that the correct person has arrived to install your services. You can also contact our Customer Care Team at any time if you have a query about your installation.

6.4 Access to your property. You agree to allow us to access your property to install, activate and provide the services to you. If you do not allow us to access your property as arranged (and you do not have a good reason for this) the installation may be cancelled. We will contact you to try and rearrange access to your property, but if despite our reasonable efforts we are unable to contact you or re-arrange access, we may terminate this contract and charge you reasonable compensation for any costs we may have incurred to date in relation to your contract. On the day of the installation there will need to be an adult present for us to complete the works.

6.5 Non-standard installations. These are bespoke projects which have specific requirements because of the length of the access route or surfaces which require special techniques to dig and reinstatement. Non-standard installations may fall outside the scope of our free installation service and will require a separate on-site visit by an engineer who will prepare a quote of the installation cost. If applicable, we will discuss the installation cost with you before we accept your order and before the installation can commence. If you agree to go ahead with the installation, the installation charges will be confirmed to you in writing and once the network is installed then our services can be delivered to you according to your order. The agreed installation charge will be taken upfront when your order is confirmed. Requirements for consents and permissions will also apply (see clause 6.1) to proceed with installation of services.

6.6 Weekend installations. Our installation engineers are typically able to attend appointments between 8am-5pm, Monday to Friday. If you do require an installation at the weekend or outside normal working hours, we may be able to arrange this. If there are any additional costs involved for these installations, we will notify you when you arrange your appointment. These charges will be taken upfront when your order is confirmed. For more information please contact our Sales Team.

6.7 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 at your property, you will be informed and given the opportunity to make alternative arrangements.

6.8 Changes to your requirements. Please note that if you change your requirements (including making changes to the route through which we provide service), this may affect your eligibility for a standard installation, or alter the amount of charges which may apply for a non-standard installation (as applicable). If there has been an error in assessing the criteria for your installation which means you do not qualify for 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.

6.9 If the installation cannot be carried out as arranged. The installation engineer will do everything possible to carry out your installation at the arranged time, but if it is not possible to carry out or

continue with the installation because of safety issues, the complexity or the materials required, the installation engineer will inform us and will ask you to confirm your acceptance that a further appointment will be required. We may need to charge you reasonable costs incurred by us in connection with such further appointment. If, despite our reasonable efforts, we are unable to contact you or rearrange access to your property or if you do not accept that a further appointment will be required to complete the installation, we reserve the right to terminate the order and charge you for reasonable costs we may have incurred to date in trying to carry out the installation.

6.10 Activation Date. Once your order is confirmed and the services are installed (if applicable) we will activate your services (your "Activation Date").

7. Using our services and equipment

7.1 Acceptable use. When using our services, you agree to abide by our Acceptable Use Policy available on our website or from our Customer Care Team. You may only use our services for lawful purposes. You agree that we may intermittently monitor your use of our services including data volume and type of traffic (whether authorised by statute or other legislation or otherwise) to ensure lawful use and to assist our traffic management. If you use the services inappropriately, negligently or in a way which interferes with other customers' use of the services, we may exercise our right to suspend your use of our services or end our contract with you. We may immediately remove any material placed on our servers by you or other users which breaches these Terms and Conditions or any of our corporate policies or is otherwise harmful to our interests or the interests of our other customers.

7.2 Liability for breach of Acceptable Use Policy. You agree that you are responsible for all use of the services as set out under these Terms and Conditions, whether you gave your permission or not. For example, if someone has access to your home and uses the services, we would consider them to be within your control and you could be liable for unlawful use such as illegally downloading or transmitting copyright material. You should only allow access to your Wi-Fi and home network to people you trust. You will remain responsible for their use of our services.

7.3 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. You are responsible for drawing this to the attention of any third-party doing work on 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 physical damage to the equipment or the network apparatus we have provided to you, then a charge may be made for you to pay.

7.4 Equipment return. If you or we cancel the contract between us then any equipment we supply to you to connect the services must be returned to us in good working order and free from any damage (save for any reasonable wear and tear). 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.

7.5 If there is a fault on the wider network. When we become aware of a network fault outside your property boundaries, we will do our best to ensure it is diagnosed and repaired within 1 working day.

7.6 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, in-home interference, device capability etc) may affect the actual speed and coverage that you experience. In larger homes or certain types of building, additional equipment may be required to ensure the Wi-Fi coverage is improved and that adequate bandwidth is available as a Wi-Fi signal throughout the home. 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

and coverage caused by your own devices or equipment, for example antivirus software causing slow speeds on a computer or phone, or for any faults arising from your misuse of the equipment.

7.7 Our services. We aim to carry out our services for 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.

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

7.9 KidSafe product. Our KidSafe product is an optional extra that is supplied as part of our services at no extra cost. It helps protect children from unsuitable content, chatrooms and websites that can be found on the internet. The KidSafe network uses information from the IWF (Internet Watch Foundation) database, that is updated hourly to maintain its integrity and returns a landing page to the user when any URL is requested that is blacklisted. It is your responsibility to determine whether any of the content accessed via our services is appropriate for children or anyone else in your household to view or use. Our KidSafe feature can be enabled to help mitigate the risks of children using our services however, this is done at your sole discretion and you take full responsibility for anyone's use of our services.

8. Suspending services

8.1 Reasons to suspend the services because of our actions

We may have 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, 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.

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

8.3 Reasons to suspend the service because of your actions

We may have to suspend services to you:

- (a) if you do not pay us when you are supposed to (see clause 10.7);
- (b) if you misuse our network or do not comply with our Acceptable Use Policy (see clause 7.1) or any corporate policies that we have made you aware of; and/or
- (c) if you breach any of the provisions of these Terms and Conditions, or any laws, regulations or codes of practice which apply to your use of our network.

8.4 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 your services at the end of the period of suspension.

9. Our responsibility

9.1 We are responsible to you for loss and damage caused by our negligence. If we fail to comply with these Terms and Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill when providing the services, but we are not responsible for any loss or damage that is not foreseeable. 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. We are not responsible for any loss or damage to your own equipment caused by the use of our services to access the internet.

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

9.3 We are not responsible for information passing over our network. 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.

9.4 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; for breach of your legal rights in relation to the services including the right to receive services which are supplied with reasonable skill and care.

9.5 We are not liable for any indirect loss, loss of business, loss of profits or consequential losses. The services provided to you under and in accordance with these Terms and Conditions and our contract with you is only for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you, as you will be in breach of these Terms and Conditions. We will not be liable to you whatsoever for any indirect, special or consequential losses including loss of profit, loss of business, business interruption, or loss of business opportunity.

9.6 Events beyond our reasonable control. We are not responsible to you for any delay, failure, damage 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, regulations or practice codes or action taken by a government or public authority.

10. Charges and payments

10.1 How we calculate our monthly charges. The amount you pay for our services depends on the level of services you have ordered and is shown as a monthly amount, including VAT, on your order confirmation. Payment options will be given to you at the time of order and must be by direct debit or recurring card payment. Any installation charges will be charged as an additional upfront payment. Your first payment will be taken approximately within 5 working days after your activation date, and on the same day of each following month. If you need to change your billing date, your next bill will be calculated on a pro-rated basis, equal to the daily rate of your service including VAT, with the usual monthly billing amount continuing the following month.

10.2 Rolling Term. Your services will start on the activation date and will continue on a monthly basis, unless and until you choose to end the contract. To understand how to end this contract and the rights and responsibilities you have, please read Section 14.

10.3 Price Changes. We may review our charges at any time. If our prices are to change, we will give you at least 1 month's notice in writing and you will be entitled to contact us to terminate our contract in the event that you do not agree to accept our price changes (see Section 14 below). If you are in an agreed fixed offer period then the offer prices will remain until the end of the agreed period.

10.4 Changes, Extras and Upgrades. If you decide to change your services, we will tell you what your new monthly charges will be and ask you to confirm that you accept those.

10.5 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the activation date, or during the time we are supplying the services to you, we will adjust the rate of VAT that you pay for the services and your monthly bill will be revised to reflect this change. The current VAT rate will be shown on the invoice.

10.6 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.

10.7 If you do not pay. If you do not pay us for the services we provide to you when you are supposed to then we will notify you in writing and make two further attempts to collect payment. If you still do not make payment within 19 days of your first such notification, we may suspend services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending services. If payment is still not received a further 11 days after we notify you that the payment is due, we will consider the contract to be broken and may physically disconnect your services and end the contract (and clause 15.2 will apply). We will not suspend services where you validly dispute an unpaid invoice in accordance with clause 10.9 below.

10.8 What to do if you think we have made a mistake in our charges. If you think an invoice 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 may charge you interest on correctly invoiced sums from the date the dispute is resolved until the date of actual payment.

11. Changes to the contract

11.1 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, 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.

11.2 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.

11.3 More significant changes to the services and these Terms and Conditions. In addition, we may make changes to our prices (see clause 10.3) or other aspects of our contract with you but if we do so we will notify you. You may then contact us to end the contract before the changes take effect.

12. Moving home

If you are moving home, 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 home mover we will carry on providing the service to you at your new address unless it's not possible to do so. For example, if our network is not yet in your new area, or we are unable to get written permission from your new landlord. If this is the case, we would cease providing services to your existing home on the 30th day starting from the day after the date on which you informed us, or else on any agreed date beyond 30 days from the day after when you informed us.

13. Telephone service

13.1 The HomePhone Service is provided over our fibre broadband connection to your home and therefore you must maintain a Broadband service with us to receive the HomePhone service. The HomePhone service will not work if there is disruption or an outage to the broadband service to your home. As both services require power, neither the Broadband nor the HomePhone service will work in the event of a power outage. We will register your home address with the emergency services. You must make sure we have fully accurate details of your location for emergency operators and authorities to identify your location and phone number when you dial 999 or 112. You are responsible for ensuring that you have access to an alternative means of communication in the event of an emergency, for example a mobile phone, and for ensuring that the coverage provided by that means of communication is adequate (see clause 13.8 below).

13.2 Activation. In order for the HomePhone services to be activated, you will need to connect your handset(s) to your home router telephone port. We will then contact you to let you know when your services have been activated (your "Activation Date"). Please note that our HomePhone services cannot be activated until your Broadband services have been installed and activated.

13.3 Equipment. Unless otherwise specified in your order confirmation, you are responsible for providing any equipment required to connect to the HomePhone services at your own cost and expense.

13.4 Porting your number to us. If you would like to transfer your existing number from another telephone provider, you will need to provide us with your full name, address and telephone number. You will also need to complete and return a letter of authority to us which will grant permission to your existing provider to release your telephone number to us. We will assign a temporary telephone number to you while you wait for your existing telephone number to be transferred. You must respond to any requests for further information from us in relation to a porting request within 24 hours. If you do not respond within such period your porting request may be cancelled. Please do not cancel your existing telephone service with your existing provider until the porting of your number is complete. Cancelling your existing service before your number has been transferred will cancel the transfer process. While we will use reasonable endeavours to arrange for your existing number to be transferred, we cannot guarantee that your number can be transferred. If it is not reasonably practicable for your existing number to be transferred, for example if we do not have a porting agreement with your existing provider, we will provide you with a new number(s). Where your number can be transferred, the process usually takes between 8-12 days, however it can take up to 4 weeks or longer in some circumstances. You acknowledge that where a number is to be ported away from another provider, this may result in termination of the line on which the number was previously allocated.

13.5 Porting your number to a new provider. You may also port numbers away from us to other carriers with whom we have porting agreements. We are not able to guarantee the transfer of numbers to other providers as this is dependent on us having a porting agreement with the new provider in question.

13.6 Caller location information. We maintain an emergency services database setting out the geographic position of our customers' terminal equipment; you must provide us with these details when you subscribe to our HomePhone services. This allows emergency services to obtain your caller location in the event you make a call to such emergency services. You are responsible for providing your full name, address and landline number to us and for updating us if your details change to enable us to update and maintain our emergency services database. If you do not keep your details up to date, you acknowledge that (a) the emergency services will not be in possession of your location or may be in possession of an incorrect location; and (b) that in the event that a call is disconnected or dropped, they will not be able to call you back unless you have provided them with the information on the call.

13.7 Special numbers. You can make calls to the following telephone numbers without incurring any charges or using up any of your minutes. You can also make calls to these numbers if you have used up all the minutes in your service bundle: emergency services (999, 112, 111, 119, 101 and 105), numbers beginning with 0800, 0808 and 0500, 1471 and 1571, and calls to our Customer Care Team.

13.8 Access to emergency services. We cannot guarantee that our HomePhone services will be available at all times and, in the event of a service outage such as an outage of your broadband connection, the public internet or power cut at your location, and accordingly, you acknowledge that in these circumstances you will not be able to make or receive calls through our HomePhone services, including to emergency services. You are responsible for ensuring that you have access to an alternative means of communication in the event of an emergency, for example a mobile phone, and for ensuring that the coverage provided by that means of communication is adequate. In order to receive our HomePhone services, you will need to confirm that you live in a geographic area with reasonable mobile phone coverage and likewise you have a reasonable coverage throughout the majority of your premises (meaning that you are able to make and receive calls with acceptable quality). You are also responsible to ensure that your mobile phone is adequately charged at all times and you understand how to operate the device.

13.9 Out of bundle calling. You cannot make calls using our HomePhone services to telephone numbers that are not listed in your service bundle, as set out in your order confirmation.

13.10 Unavailable numbers. Telephone numbers beginning with 084, 087 and 09 are not available as part of our service bundles and you cannot make calls to these numbers using our services.

13.11 Telephone directory. Where you provide your consent, we will include your personal data (your full name, address and telephone number) in a telephone directory.

13.12 Security incidents. We have internal policies and procedures in place setting out the action we will take in the event of a security or integrity incident or threat or a vulnerability in our HomePhone services. The action we take will be determined following an investigation into the nature, source and impact of the incident, and may include the suspension of the HomePhone services in accordance with clause 13.14 below.

13.13 If your broadband contract with us ends. If your contract with us for broadband services is terminated or expires for any reason, this contract for HomePhone services will also terminate automatically in accordance with clause 13.14 below.

13.14 If your HomePhone contract with us ends. If your contract with us ends for any reason, you will automatically, immediately, and irrevocably, lose access to any phone numbers relating to the service unless you have arranged to port your number away in accordance with clause 13.5.

13.15 To protect us from fraud and unexpected high bills, we will set a call spend limit of £50. This means for all outbound calls you make there will be a spend limit of £50 a month. Once you reach your call spend limit, your ability to make calls will be suspended except for calls to the emergency services numbers. To resume your ability to make outbound calls outside of your inclusive call plan, you will need to contact our Customer Care Team. You are responsible for all calls made using the HomePhone service at your home, whether or not they are made by you.

13.16 The following rules will apply to the HomePhone Service:

- (a) inclusive UK landline calls are to 01, 02, 03 and Isle of Man numbers only;
- (b) inclusive UK mobile calls are to 07 numbers only; and
- (c) calls will be rounded up the nearest minute and the whole next penny.

13.17 As a protective measure against unexpected bills, all calls are limited to a maximum of an hour and thirty minutes, at which point the call will be automatically cut off. Should the call end at the ninety minute point, you can redial the same number to carry on the call, subject to the Acceptable Use Policy and that you have enough minutes left within your bundle. This rule applies to all HomePhone service packages on offer. In situations where you feel that a call will last for more than ninety minutes (e.g. waiting in a queue) and you want to talk to the same person, we suggest you provide a call back number to the organisation so that your call continuity is not impacted (e.g. bank calls, GP calls).

13.18 If you have a residential security or personal alarm system (for example, a Redcare or ADT alarm system) which rely on a traditional copper-wire landline, these are not supported by the HomePhone service. If these systems are active on your existing phone line and you wish to continue using them, you will need to retain a traditional copper-wire landline service.

14. Your rights and how to end the contract

14.1 Tell us you want to end the contract. To end the contract with us, please contact us (see clause 3.1 for contact details).

14.2 How we make any refunds which are due to you. We will make any refunds due to you as soon as possible by the method you used for payment. If you are exercising your right to cancel within the applicable initial cancellation period in accordance with clause 4.2, then any refund due to you will be made within 14 days of your telling us you have changed your mind. Any credits accrued from free offers or initiatives will not be included in any refund (e.g. Refer a Friend scheme).

14.3 You can always end your contract with us. Your rights when you end the contract will depend on how we are performing and when you decide to end the contract – the consequences in each situation are explained below in clauses 14.4 – 14.5. For more information on your rights to end the contract during the applicable initial cancellation period see clauses 4.2 above.

14.4 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out in paragraphs (a) to (d) below the contract 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 these terms under clause 11.3 above which you do not agree to and you have given us notice to end the contract;
- (b) we have made an error in the price or description of the broadband services you have ordered, and you do not wish to proceed;
- (c) we have suspended services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 5 working days; or
- (d) you have a legal right to end the contract because we have materially breached the contract.

14.5 Ending the contract because you have changed your mind. If we are not at fault and none of the reasons listed in clause 14.4 apply, you must give us 30 days' notice if you want to terminate your contract. The contract including our charges will end on the 30th day after the day on which you contacted us.

15. Our rights to end the contract

15.1 We may end the contract if you break it. We may end our contract at any time by writing to you if:

- (a) you do not make payments to us when they are due, and you still do not make payment within 11 days of us reminding you that payment is due (see clause 10.7);
- (b) you use our network in breach of our Acceptable Use Policy or do any of the things described in clause 7.1; or
- (c) you do not, within a reasonable time, allow us access to your property to install, activate and supply the services;

15.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 15.1 we will refund any money you have paid in advance for any services which we have not

provided but we may deduct or charge reasonable compensation for the net costs which we may incur as a result of your breaking the contract, including costs of installation and interest payable on overdue charges (see clause 10.8)

16. Privacy and data protection

16.1 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.

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

16.3 We can only discuss your account with you. If you would like someone else to discuss your account with us, you will need to confirm this at the time over the telephone. If you would like someone else to have permanent consent to discuss your account, you will need to complete and return a third-party consent form available from our Customer Care team. If you no longer wish for that person to have consent it will be your responsibility to let us know.

17. 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://jurassicfibre.com/customer-complaints-policy/> or you can ask us to send you a copy.

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.

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.

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.

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/>).

18. Other important terms

18.1 We may transfer this contract to someone else. We may transfer our rights and obligations under the contract to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

18.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under the contract to another person if we agree to this in writing. Both parties (you and the person you are transferring the contract to) will then need to speak to us by phone to confirm your consent for this to happen. In these cases, an upfront payment of the first month's bill will be required from the person you are transferring the contract to in order for us to agree to the transfer. If you are moving home, please see Section 12 or contact us.

18.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

18.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

18.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these Terms and Conditions, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the services, we can still require you to settle the missed payment at a later date. You may also be required to pay any interest arising from this late payment.

18.6 Which laws apply to this contract and where you may bring legal proceedings. These Terms and Conditions are governed by English law and you can bring legal proceedings in respect of the services in the English courts.



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