



voneus
connecting the country

Terms and Conditions for business Broadband and associated services supplied by Voneus Limited

These Terms and Conditions (document version 2.0) applies to all transactions with the Voneus Limited in the provision of broadband and any associated services whether placing your order directly through our website or any approved third-party websites, by telephone or by post or any other method accepted by us.

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Registered in England and Wales number 07849963 Registered at Suite 3B2 Northside House | Mount Pleasant | London | EN4 9EB



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1. - Definitions and Interpretation

1.1 - In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement” - means the agreement entered into by the Voneus and the Client incorporating these Terms and Conditions (or variation thereof agreed upon by both Parties) which shall govern provision of the Services;

“Business Day” - means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England, unless otherwise specified;

“Client” - means the party procuring the Services from the Voneus who shall be identified in the Agreement;

“Commencement Date” - means the date on which provision of the Services will commence, as defined in the Agreement;

“Confidential Information” - means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

“Fees” - means any and all sums due under the Agreement from the Client to the Voneus, as specified in the Agreement;

“Services” - means the services to be provided by the Voneus to the Client in accordance with Clause 2 of the Agreement, as fully defined in the Agreement, and subject to the terms and conditions of the Agreement;

“Term” - means the term of the Agreement as defined therein; and

“We”, “Us” - means Voneus Limited.

1.2 - Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 - “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 - a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 - “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at the relevant time;

1.2.4 - a Clause or paragraph is a reference to a Clause of these Terms and Conditions or to a Clause of the Agreement, as appropriate; and

1.2.5 - a “Party” or the “Parties” refer to the parties to the Agreement.

1.3 - The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 - Words imparting the singular number shall include the plural and vice versa.

1.5 - References to any gender shall include the other gender.

1.6 - References to persons shall include corporations.

2. - Provision of the Services including broadband services and Managed Internet Access

2.1 - With effect from the Commencement Date, the Voneus shall, throughout the Term of the Agreement, provide the Services to the Client.

2.2 - The Voneus shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the broadband and networking technology sector in the United Kingdom.

2.3 - The Voneus shall act in accordance with all reasonable instructions given to it by the Client provided such instructions are compatible with the specification of Services provided in the Agreement.

2.4 - The Voneus shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

2.5 - The Voneus may, in relation to certain specified matters related to the Services, act on the Client’s behalf. Such matters shall not be set out in the Agreement but shall be agreed between the Parties as they arise from time to time.



2.6 - The Voneus shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by the Client, subject to the Client's acceptance of any related reasonable changes to the Fees that may be due as a result of such changes.

2.7 - In certain circumstances, for example where We encounter a technical problem, We may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention We will inform you in advance in writing before suspending the Services.

2.8 - If the Services are suspended under sub-Clauses 2.7, you will not be required to pay for them during the period of suspension. You must, however, pay any invoices that you have already received from Us by their due date(s).

2.9 - By way of use of the broadband or Managed Internet Access services, you acknowledge that our services are recognised as that of a "mere conduit" as we do not have any impact upon information carried by our services over the Internet.

2.10 - The exact speed you experience over any broadband or Managed Internet Access connection will vary depending on how many users there are live on the network at that time, as well as the overall load of the public internet and what service or system you used to measure the speed.

2.11 - We do not routinely guarantee upload or download speeds unless you have bought from us a product where this is specified and any guarantees as to the service speed is a warranty.

2.12 - We will try as far as is reasonably possible to keep the service free from viruses, bugs and errors, but we do not guarantee that it will be free from infection or anything else that may damage your equipment or data.

2.13 - We make the Broadband or Managed Internet Access services available to you and any other authorised users and supply to you the equipment on the conditions that:

2.13.1 - They are not used for anything illegal;

2.13.2 - The equipment is not lost or damaged (howsoever caused);

2.13.3 - You or your users do not, nor permit any third party to, to maintain or repair or attempt to maintain or repair the software providing the services or the equipment, without our prior written consent.

2.13.4 - We will supply you with the equipment to allow you to receive and enjoy the services.

2.13.5 - We own the equipment that we install in or on your property unless otherwise specified.

2.13.6 - We are responsible for the configuration of the software running on this equipment to allow access to our broadband network and we would not give you access to this unless subject to a bona fide request or a lawful order that is served upon us. This is to maintain good security practice on our network and continuity of service.

2.14 - If you choose to reset the configuration on the Access Point equipment that we supply you then we are no longer responsible for the provision of the service via this device if it stops working or does not work as designed or desired until this is repaired by us.

2.15 - When you use your own Customer equipment in conjunction with the equipment, we do not guarantee that the equipment is compatible with or will work with the equipment and service that we supply.

2.16 - At the end of the agreement we may ask for the equipment to be returned to us. If we do, we shall supply you with appropriate packing materials and/or dispatch an engineer to decommission the equipment from the property to effectively reverse the installation.

2.17 - You are subject to a Network Quality and Fair Usage Policy during the lifetime of this Agreement, unless otherwise specified.

2.18 - If you are a satellite customer or using a product from Voneus with a download limit then systems will be in place to measure the volume of inbound and outbound data. If the threshold has been reached, the speed of your Broadband service will automatically be reduced or restricted (sometimes referred to as "Throttling"), either in upload, download or both directions.

2.19 - It is not possible to give a specific figure as to what level of data usage will be deemed excessive as this is dynamically managed. Typically speaking it would manifest in the form of significant movement of data up and down the line from multiple concurrent connections such as hosting media files on a Torrent network.

2.20 - Where We consider usage to be excessive in terms of download, we will not impose any absolute limit on the amount of data that can be uploaded or downloaded, however we will restrict the connection speed, particularly during peak periods, in order to ensure that sufficient bandwidth remains available to



provide a high-quality service for all our other customers.

2.21 - Any restrictions added to a customer account can then be removed by the customer agreeing to discontinue their excessive usage by Us.

2.22 - We may at any time suspend the services for repair, maintenance or improvement of any of its systems wherever located, or temporarily provide replacement services or equipment of a similar functionality to those previously supplied. But before doing this, we will give you as much notice as is reasonably practicable in the circumstances and we will also aim to restore the services as soon as reasonably practicable after any temporary suspension.

3. - Client's Obligations

3.1 - The Client shall use all reasonable endeavours to provide all pertinent information to the Voneus that is necessary for the Voneus's provision of the Services.

3.2 - The Client may, from time to time, issue reasonable instructions to the Voneus in relation to the Voneus's provision of the Services. Any such instructions should be compatible with the specification of the Services provided in the Agreement.

3.3 - In the event that the Voneus requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.

3.4 - If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Client's responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).

3.5 - If the nature of the Services requires that the Voneus has access to the Client's home or any other location, access to which is lawfully controlled by the Client, the Client shall ensure that the Voneus has access to the same at the times to be agreed between the Voneus and the Client as required.

3.6 - Any delay in the provision of the Services resulting from the Client's failure or delay in complying with any of the provisions of Clause 3 of the Agreement shall not be the responsibility or fault of the Voneus.

4. - Fees, Payment and Records

4.1 - The Client shall pay the Fees to the Voneus in accordance with the provisions of the Agreement.

4.2 - The Voneus shall invoice the Client for Fees due in accordance with the provisions of the Agreement.

4.3 - All payments required to be made pursuant to the Agreement by either Party shall be made within the specified Business Days of receipt by that Party of the relevant invoice.

4.4 - All payments required to be made pursuant to the Agreement by either Party shall be made in Pound Sterling in cleared funds to such bank in England as the receiving Party may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as that Party is required to deduct or withhold by law.

4.5 - Where any payment pursuant to the Agreement is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.

4.6 - Without prejudice to sub-Clause 9.4.1 of the Agreement, any sums which remain unpaid following the expiry of the period set out in sub-Clause 4.3 of the Agreement shall incur interest on a daily basis at 3% above the base rate of HSBC Bank Plc from time to time until payment is made in full of any such outstanding sums.

4.7 - Each Party shall:

4.7.1 - keep, or procure that there are kept, such records and books of account as are necessary to enable the amount of any sums payable pursuant to the Agreement to be accurately calculated;

4.7.2 - at the reasonable request of the other Party, allow that Party or its agent to inspect those records and books of account and, to the extent that they relate to the calculation of those sums, to take copies of them.

4.8 - An installation fee is payable if you move into a property where our equipment is already installed on the building and the fee is that of our standard charge for installation according to the published Charges for installation.

4.8 - Some properties may be covered by a UK Government "Broadband Delivery UK" backed fund (sometimes known as a "Voucher Scheme"). This allows Voneus to invoice the installation costs to this fund effectively making the installation free-of-charge for the end-user customer. If we are to rely on this fund, the customer agrees to undertake, in a timely fashion, the paperwork designed by the individual



relevant scheme allowing Voneus to invoice the costs to the fund; and

4.8 - You agree that if you unreasonably withhold completing the BDUK paperwork process that we can invoice you the full value of the voucher in lieu of the installation fee.

5. - Liability, Indemnity and Insurance

5.1 - The Voneus shall ensure that it has in place at all times suitable and valid insurance that shall include public liability insurance.

5.2 - In the event that the Voneus fails to perform the Services with reasonable care and skill it shall carry out any and all necessary remedial action at no additional cost to the Client.

5.3 - The Voneus's total liability for any loss or damage caused as a result of its negligence or breach of the Agreement shall be limited to the sum defined therein.

5.4 - The Voneus shall not be liable for any loss or damage suffered by the Client that results from the Client's failure to follow any instructions given by the Voneus.

5.5 - Nothing in these Terms and Conditions nor in the Agreement shall limit or exclude the Voneus's liability for death or personal injury.

5.6 - Subject to sub-Clause 5.3 of the Agreement the Voneus shall indemnify the Client against any costs, liability, damages, loss, claims or proceedings arising out of the Voneus's breach of the Agreement.

5.7 - The Client shall indemnify the Voneus against any costs, liability, damages, loss, claims or proceedings arising from loss or damage to any equipment (including that belonging to any third parties appointed by the Voneus) caused by the Client or its agents or employees.

5.8 - Neither Party shall be liable to the other or be deemed to be in breach of the Agreement by reason of any delay in performing, or any failure to perform, any of that Party's obligations if the delay or failure is due to any cause beyond that Party's reasonable control.

6. - Guarantee

6.1 - The Voneus shall guarantee that the product of all Services provided will be free from any and all defects for a period that shall be defined in the Agreement.

6.2 - If any defects in the product of the Services appear during the guarantee period set out in the

Agreement the Voneus shall rectify any and all such defects at no cost to the Client.

7. - Confidentiality

7.1 - Each Party undertakes that, except as provided by sub-Clause 7.2 of the Agreement or as authorised in writing by the other Party, it shall, at all times during the continuance of the Agreement:

7.1.1 - keep confidential all Confidential Information;

7.1.2 - not disclose any Confidential Information to any other party;

7.1.3 - not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;

7.1.4 - not make any copies of, record in any way or part with possession of any Confidential Information; and

7.1.5 - ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 7.1.1 to 7.1.4 of the Agreement.

7.2 - Either Party may:

7.2.1 - disclose any Confidential Information to:

7.2.1.1 - any sub-contractor or supplier of that Party;

7.2.1.2 - any governmental or other authority or regulatory body; or

7.2.1.3 - any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 7.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of Clause 7 of the Agreement, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

7.2.2 - use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public



knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.

7.3 - The provisions of Clause 7 of the Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

8. - Force Majeure

8.1 - No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet Voneus failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

8.2 - In the event that a Party to the Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period to be defined in the Agreement, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services provided up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

9. - Term and Termination

9.1 - The Agreement shall come into force on the agreed Commencement Date and shall continue for a defined Term from that date, subject to the provisions of Clause 9 of the Agreement.

9.2 - Either Party shall have the right, subject to the agreement and consent of the other Party and exercisable by giving not less than 10 business days written notice to the other at any time prior to the expiry of the Term specified in sub-Clause 9.1 of the Agreement (or any further period for which the Agreement is extended) to extend the Agreement for a further period of 10 business days.

9.3 - Either Party may terminate the Agreement by giving to the other not less than 10 business days written notice, to expire on or at any time after the minimum term of the Agreement (which shall be defined in the Agreement).

9.4 - Either Party may immediately terminate the Agreement by giving written notice to the other Party if:

9.4.1 - any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 20 Business Days of the due date for payment;

9.4.2 - the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 20 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

9.4.3 - an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;

9.4.4 - the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

9.4.5 - the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);

9.4.6 - anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;

9.4.7 - the other Party ceases, or threatens to cease, to carry on business; or

9.4.8 - control of the other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of Clause 9, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

9.5 - For the purposes of sub-Clause 9.4.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

9.6 - The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

10. - Effects of Termination

Upon the termination of the Agreement for any reason:



10.1 - any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;

10.2 - all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

10.3 - termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which existed at or before the date of termination;

10.4 - subject as provided in Clause 10 of the Agreement and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and

10.5 - each Party shall (except to the extent referred to in Clause 7 of the Agreement) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

11. - No Waiver

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

12. - Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

13. - Costs

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

14. - Set-Off

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

15. - Assignment and Sub-Contracting

15.1 - The Voneus shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Voneus.

16. - Time

16.1 - The times and dates referred to in the Agreement shall be for guidance only and shall not be of the essence of the Agreement and may be varied by mutual agreement between the Parties.

17. - Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

18. - Non-Solicitation

18.1 - Neither Party shall, for the Term of the Agreement and for a defined period (which shall be defined in the Agreement) after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Agreement without the express written consent of that Party.

18.2 - Neither Party shall, for the Term of the Agreement and for a defined period (which shall be defined in the Agreement) after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

19. - Third Party Rights

19.1 - No part of the Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

19.2 - Subject to Clause 19 of the Agreement, the Agreement shall continue and be binding on the transferee, successors and assigns of either Party as required.

20. - Notices

20.1 - All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.



20.2 - Notices shall be deemed to have been duly given:

20.2.1 - when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

20.2.2 - when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

20.2.3 - on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

20.2.4 - on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

21. - Entire Agreement

21.1 - The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

21.2 - Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

22. - Counterparts

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

23. - Severance

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

24. - Dispute Resolution

24.1 - The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through

negotiations between their appointed representatives who have the authority to settle such disputes.

24.2 - If negotiations under sub-Clause 24.1 of the Agreement do not resolve the matter within 20 business days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (“ADR”) procedure.

24.3 - If the ADR procedure under sub-Clause 24.2 of the Agreement does not resolve the matter within 20 business days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

24.4 - The seat of the arbitration under sub-Clause 24.3 of the Agreement shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.

24.5 - Nothing in Clause 24 of the Agreement shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.

24.6 - The decision and outcome of the final method of dispute resolution under Clause 24 of the Agreement shall not be final and binding on both Parties unless required by law.

25. - Law and Jurisdiction

25.1 - The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

25.2 - Subject to the provisions of Clause 24 of the Agreement, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

16 - Gigaclear fibre installations

The following terms only apply if you have ordered from Us a fibre broadband or Managed Internet



Access service that is delivered to you via the Gigaclear network.

16.1 - If you have placed an order before our network is live in your area, we will keep in touch to let you know about the progress of our works and you can check our website which will be regularly updated. We will let you know once the Connection Point outside your property is live (the Connection Point Live date) so that you can arrange for installation of our service into your home.

16.2 - Installation of our service at your property. If you have chosen to use the Gigaclear installation service, the terms of this are set out in the separate document 'Installation Terms' which we will email to you with your order confirmation, if it applies to you. If you choose to make your own arrangements, we will supply an Installation Kit but we are not responsible for loss, damage or inability to connect to our broadband service arising from any non-Gigaclear approved installation.

16.3 - Once your order is confirmed and the service is installed (if applicable) we will activate your service. As soon as we have activated your service, (your 'Activation Date') you will be charged a one-off Activation Fee, and our monthly charges will start to apply, as shown on the Order Confirmation.

16.4 - Once your order is confirmed we will dispatch the Installation Kit required for you to arrange your own installation of our service into your home. The Installation Kit includes the router and cable to the length you have specified in the Order Confirmation. If this figure is incorrect and you need additional cable, there will be an additional charge for this. If the Kit is damaged during the installation, a charge will be made for any replacement elements. Your Activation Date will be the earlier of the date 14 days after we dispatch your Installation Kit or the date when you activate your connection to our network using the Kit. On your Activation Date you will be charged a one-off Activation Fee, and our monthly charges will start to apply, as shown on the Order Confirmation. If you do not connect and activate your service and we have not agreed an alternative Activation Date with you in writing, we will end the contract and require you to return the Installation Kit to us immediately.

16.5 - We provide our services over apparatus (fibre optic cables and related equipment) which is placed in the public highway and in private property using rights granted to us under the part of the telecommunications legislation known as the Electronic Communications Code.

16.6 - You accept that when our apparatus was installed on your property in order to connect your

property to our network, a permanent Wayleave was granted to us under the Electronic Communications Code. This permits us to place apparatus on your property and permits us to keep it there and maintain it. You should ensure that any future purchaser of your property is made aware of the existence of this Wayleave and the position of our apparatus