



voneus
connecting the country

Terms and Conditions for residential 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 whether placing your order directly through our or any approved third-party websites, by telephone or by post or any other method accepted by us.

Voneus Limited | Southgate Office Village | 284A Chase Road | London | N14 6HF

telephone 020 3026 4100 | www.voneus.com | theteam@voneus.com

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:

“Business Day” - means any day other than a Saturday, Sunday or bank holiday;

“Calendar Day” - means any day of the year;

“Contract” - means the contract for the provision of Services, as explained in Clause 3;

“Deposit” - means an advance payment made to Us under sub-Clause 5.5;

“Month” - means a calendar month;

“Price” - means the price payable for the Services;

“Services” - means the services which are to be provided by Us to you as specified in your Order (and confirmed in Our Order Confirmation);

“Special Price” - means a special offer price payable for Services which We may offer from time to time;

“Order” - means your order for the Services as attached;

“Order Confirmation” - means Our acceptance and confirmation of your Order as described in Clause 3;

“We/Us/Our” - means Voneus Limited a Limited Company registered in England under number 07849963, whose registered address is Suite 3B2 Northside House, Mount Pleasant, Cockfosters, Hertfordshire, EN4 9EB and whose main trading address is Tintagel House, 92 Albert Embankment, London, SE1 7TY.

1.2 - Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message or other means.

2. - Information About Us

2.1 - Voneus Limited is a Limited Company registered in England under number 07849963, whose registered address is Suite 3B2 Northside House, Mount Pleasant, Cockfosters, Hertfordshire, EN4 9EB and whose main trading address is Tintagel House, 92 Albert Embankment, London, SE1 7TY.

2.2 - Our VAT number is GB112804060.

2.3 - We are regulated by the Office for Communications (“OfCom”).

2.4 - We are a member of the Alternative Dispute Resolution scheme called “Ombudsman Service Limited”, Internet Services Providers’ Association and are registered with the Information Commissioner’s Office.

3. - The Contract

3.1 - These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and you. Before submitting an Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.

3.2 - Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.

3.3 - A legally binding contract between Us and you will be created upon our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.

3.4 - We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:

3.4.1 - The main characteristics of the Services;

3.4.2 - Our identity (set out above in Clause 2) and contact details (as set out below in Clause 11);

3.4.3 - The total Price for the Services including taxes or, if the nature of the Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;

3.4.4 - The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Services;

3.4.5 - Our complaints handling policy;



3.4.6 - Where applicable, details of after-sales services and commercial guarantees;

3.4.7 - The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract.

4. - Orders

4.1 - All Orders for Services made by you will be subject to these Terms and Conditions.

4.2 - You may change your Order at any time before We begin providing the Services by contacting Us.

4.3 - If your Order is changed We will inform you of any change to the Price in writing.

4.4 - You may cancel your Order within 5 days before we are due to deploy to your property. If you have already made any payments to Us under Clause 5 (including, but not limited to the Deposit), subject to sub-Clause 5.6, the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If you wish to cancel the Services after this time period, or once We have begun providing the Services, please refer to Clause 10.

4.5 - We may cancel your Order at any time before We begin providing the Services due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform you as soon as is reasonably possible. If you have made any payments to Us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing you of the cancellation. Cancellations will be confirmed in writing.

5. - Price and Payment

5.1 - The Price of the Services will be that shown in Our quotation document in place at the time of your Order. If the Price shown in your Order differs from Our current Price We will inform you upon receipt of your Order.

5.2 - Our Prices may change at any time but these changes will not affect Orders that We have already accepted.

5.3 - All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.

5.4 - Before We begin providing the Services, you will be required to pay a Deposit of 50% of the total Price for the Services. The due date for payment of your Deposit will be included in the Order Confirmation.

5.5 - We accept the following methods of payment and payments are currently processed via third-party providers such as GoCardless or PayPal who, by using their services, have their own Terms and Conditions that you must accept:

5.5.1 - Direct bank transfer;

5.5.2 - PayPal electronic funds transfer;

5.5.3 - Direct Debit;

5.5.4 - Credit or Debit card;

5.6 - If you do not make payment to Us by the due date as shown in/on the invoice We may charge you interest on the overdue sum at the rate of 2% per annum above the base lending rate of HSBC Bank Plc from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

5.7 - The provisions of sub-Clause 5.10 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

5.8 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.

5.8.1 - 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

5.8.2 - 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.

6. - Providing the Services

6.1 - As required by law, We will provide the Services with reasonable skill and care, consistent with best



practices and standards in the broadband supplier market, and in accordance with any information provided by Us about the Services and about Us.

6.2 - We will begin providing the Services on the date confirmed in Our Order Confirmation.

6.3 - We will make every reasonable effort to complete the Services on time (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 9 for events outside of Our control.

6.4 - If We require any information or action from you in order to provide the Services, We will inform you of this as soon as is reasonably possible.

6.5 - If the information or action required of you under sub-Clause 6.5 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on your part, We may charge you a reasonable additional sum for that work.

6.6 - In certain circumstances, for example where there is a delay in you sending Us information or taking action required under sub-Clause 6.5, We may suspend the Services (and will inform you of that suspension in writing).

6.7 - 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.

6.8 - If the Services are suspended under sub-Clauses 6.7, 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).

6.9 - If you do not pay Us for the Services as required by Clause 5, We may suspend the Services until you have paid all outstanding sums due. If this happens, We will inform you in writing. This does not affect Our right to charge you interest.

6.10 - By way of use of the 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.

6.11 - The exact speed you experience over any broadband 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

6.12 - 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.

6.1.3 - 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.

6.1.4 - We make the Broadband services available to you and any other authorised users and supply to you the equipment on the conditions that:

6.1.4.1 - They are not used for anything illegal;

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

6.1.4.3 - 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.

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

6.1.4.5 - We own the equipment that we install in or on your property.

6.1.4.5 - 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.

6.15 - 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.

6.16 - 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.

6.17 - 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.

6.18 - You are subject to a Network Quality and Fair Usage Policy during the lifetime of this Agreement.

6.19 - 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.

6.20 - 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.

6.21 - 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.

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

6.23 - 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.

7. - Problems with the Services and Your Legal Rights

7.1 - We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that you inform Us as soon as is reasonably possible (you do not need to contact Us in writing).

7.2 - We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible and practical

7.3 - We will not charge you for remedying problems under this Clause 7 where the problems have been caused by Us, any of our agents or employees or sub-contractors or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by you, sub-Clause 6.6 will apply and We may charge you for remedial work.

7.4 - As a consumer, you have certain legal rights with respect to the purchase of services. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Services with reasonable skill and care, you have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you, you have the right to a reduction in price. If the Services are not performed in line with information that We have provided about them, you also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to you (or if Our breach concerns information about Us that does not relate to the performance of the Services), you have the right to a reduction in price. If for any reason We are required to repeat the Services in accordance with your legal rights, We will not charge you for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where you have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that you are entitled to the refund) and made via the same payment method originally used by you unless you request an alternative method. In addition to your legal rights relating directly to the Services, You also have remedies if We use materials that are faulty or incorrectly described.

8. - Our Liability

8.1 - Our liability with you for any damages or losses whatsoever suffered by you as a result of delayed, cancelled or incomplete installation will not exceed the value of the Installation fee that you have agreed to pay or the BDUK voucher value.

8.2 - We provide Services, in this instance, for domestic and private use (or purposes). We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. By making your Order, you agree that you will not use the Services for such purposes. We will not be liable to you for any loss of profit, loss of business,



interruption to business or for any loss of business opportunity.

8.3 - If We are providing Services in your property and We cause any damage, We will make good that damage at no additional cost to you. We are not responsible for any pre-existing faults or damage in or to your property that We may discover while providing the Services.

8.4 - Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.

8.5 - Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.

8.6 - Nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

9. - Events Outside of Our Control (Force Majeure)

9.1 - We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

9.2 - If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

9.2.1 - We will inform you as soon as is reasonably possible;

9.2.2 - Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;

9.2.3 - We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;

9.2.4 - If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to Cancel under sub-Clause 10.3.3. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation notice;

10. - Cancellation

10.1 - If you wish to cancel your Order for the Services before the Services begin, you may do so under sub-Clause 4.4.

10.2 - Once We have begun providing the Services, you are free to cancel the Services and the Contract at any time by giving Us 14 days written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5.

10.3 - If any of the following occur, you may cancel the Services and the Contract immediately by giving Us written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of your cancellation. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. If you cancel because of Our breach under sub-Clause 10.3.1, you will not be required to make any payments to Us. You will not be required to give 14 days' notice in these circumstances:

10.3.1 - We have breached the Contract in any material way and have failed to remedy that breach within 14 days of you asking Us to do so in writing; or

10.3.2 - We enter into liquidation or have an administrator or receiver appointed over Our assets; or

10.3.3 - We are unable to provide the Services due to an event outside of Our control (as under sub-Clause 9.2.4); or



10.3.4 - We change these Terms and Conditions to your material disadvantage.

10.4 - We may cancel your Order for the Services before the Services begin under sub-Clause 4.5.

10.5 - Once We have begun providing the Services, We may cancel the Services and the Contract at any time by giving you 7 days written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5.

10.6 - If any of the following occur, We may cancel the Services and the Contract immediately by giving you written notice. If you have made any payment to Us for any Services We have not yet provided, these sums will be refunded to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided Services that you have not yet paid for, the sums due will be deducted from any refund due to you or, if no refund is due, We will invoice you for those sums and you will be required to make payment in accordance with Clause 5. We will not be required to give 7 days' notice in these circumstances:

10.6.1 - You fail to make a payment on time as required under Clause 5 (this does not affect our right to charge interest on overdue sums under sub-Clause 5.10); or

10.6.2 - You have breached the Contract in any material way and have failed to remedy that breach within 14 days of Us asking you to do so in writing; or

10.6.3 - We are unable to provide the Services due to an event outside of Our control (for a period longer than that in sub-Clause 9.2.5).

10.7 - For the purposes of this Clause 10 (and in particular, sub-Clauses 10.3.1 and 10.6.2) a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under sub-Clause 10.3.1 and Us under sub-Clause 10.6.2). In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

11. - Communication and Contact Details

11.1 - If you wish to contact Us, you may do so by telephone at 020 3026 4100 or by email at customerservices@voneus.com.

11.2 - In certain circumstances you must contact Us in writing (when cancelling an Order, for example, or exercising your right to cancel the Services). When contacting Us in writing you may use the following methods:

11.2.1 - Contact Us by email at customerservices@voneus.com; or

11.2.2 - Contact Us by pre-paid post at Voneus Limited, Southgate Office Village, Block B, 284A Chase Road, London, N14 6HF.

12. - Complaints and Feedback

12.1 - We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

12.2 - All complaints are handled in accordance with Our complaints handling policy and procedure, available from <https://www.voneus.com/how-to-make-a-complaint/>.

12.3 - If you wish to complain about any aspect of your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Services, please contact Us.

13. - How We Use Your Personal Information (Data Protection)

13.1 - All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

13.2 - We may use your personal information to:

13.2.1 - Provide Our Services to you.

13.2.2 - Process your payment for the Services.

13.2.3 - Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.

13.2.4 - In certain circumstances (if, for example, you wish to pay for the Services on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.



13.2.5 - We will not pass on your personal information to any other third parties.

14. - Other Important Terms

14.1 - We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

14.2 - You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

14.3 - The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

14.4 - If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

14.5 - No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

15. - Governing Law and Jurisdiction

15.1 - These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.

15.2 - As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 15.1 above takes away or reduces your rights as a consumer to rely on those provisions.

15.3 - Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England,

Wales, Scotland, or Northern Ireland, as determined by your residency.

16 - Gigaclear fibre installations

The following terms only apply if you have ordered from Us a fibre broadband product 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