

Terms and Conditions of Business

BeFibre®

Broadband as it should Be™

BE FIBRE BUSINESS TERMS AND CONDITIONS

You will see a few words referred to regularly in these terms and conditions and this is what they mean:

“Customer” means the person entering into Our Agreement or ‘you’ or ‘your’.

“Early Termination Charge” means charges incurred by the Customer for cancelling a Service or terminating Our Agreement within the Minimum Period.

“Minimum Period” means the minimum length of Our Agreement from the point that the service goes live.

‘Service’ means the products and services you have ordered from us, which we provide to you whether directly either via our own network, that of a third party, or both.

‘Service Confirmation Email’ means the email we send to you to confirm the Service you have ordered.

‘Service Fee’ means the amount you will be charged monthly for your Service.

‘Terms’ means these terms and conditions.

1. Introduction

- 1.1 These Terms set out the agreement between (1) you; (‘you’ or ‘your’) and (2) Be Fibre Limited, (Company Number 13406629). Our registered address is BeFibre Ltd, Sankey Valley Industrial Estate, Anglezake Road, Newton-Le-Willows, WA12 8DN.
- 1.2 These Terms govern the way in which we supply your Service to you. When you submit an order in for your Service you’re asking us to provide your Service subject to these Terms and you agree to be legally bound by them.
- 1.3 These Terms and any additional terms set out in your Service Confirmation Email make up “Our Agreement”
- 1.4 Please also refer to the following applicable policies and guides, however these policies and guides are subject to change unilaterally and do not explicitly form part of Our Agreement.
 - a. **Acceptable Use Policy -**
<https://be-fibre.co.uk/legal/acceptable-use-policy/>
 - b. **Privacy Policy -**
<https://be-fibre.co.uk/legal/privacy-policy/>
 - c. **Cookie Policy -**
<https://be-fibre.co.uk/legal/cookie-policy/>
 - d. **Price Guide -**
<https://be-fibre.co.uk/legal/price-guide/>
- 1.5 We accept your order when we send you your Service Confirmation Email - that’s when Our Agreement starts.
- 1.6 These Terms apply to all our Services, however, some promotional services may have their own additional terms and conditions which will be made clear as part of the promotion. We will tell you if any additional terms apply to your order prior to placing your order. Please read any applicable additional terms before submitting your order.
- 1.7 When we use the words “writing” or “written” in these terms, this includes emails.

2. Ordering and Commencement

- 2.1 You may order our Services in the following ways: (i) from our website; (ii) over the phone from our agents; or (iii) or by speaking to one of face-to-face sales teams.
- 2.2 You may be subject to our credit vetting procedures in advance of accepting your order.
- 2.3 We accept your order when we send your Service Confirmation Email - that’s when Our Agreement starts and it will continue until it is brought to an end by either you or us in accordance with these Terms.
- 2.4 We try to complete all orders as soon as we reasonably can but if after we send you your Service Confirmation Email, there is a reason we can’t provide you with your Service for reasons beyond our control, we’ll let you know as soon as we reasonably can and we will end Our Agreement. We won’t charge you anything to end Our Agreement unless it is down to your fault or negligence (such as a failed credit check, false information provided by you or where it has been cancelled for an installation-related reason - paragraph 12). We may need to perform tests to check whether Services are available to you and

we may need to temporarily deactivate your telephone line whilst we do this. We'll tell you before we do this.

- 2.5 If we transfer your Service from or to another provider, you may experience a temporary loss of your Service.
- 2.6 Your Service Confirmation Email will specify any Minimum Period relating to your Service.
- 2.7 Your Service starts (and the Minimum Period starts) on the date we activate your Service and ends as set out in Our Agreement.
- 2.8 If you want us to stop providing you the Service at the end of the Minimum Period you need to give us notice in accordance with these Terms.
- 2.9 Once your Minimum Period ends, if you haven't asked us to stop providing your Service or asked to change Service, we will continue to provide the Service to you on the then current standard monthly price for that Service as set out in the **Price Guide**.
- 2.10 If we agree to renew or upgrade any Service, a new Minimum Period may apply from the date of your renewal or upgrade. Additional fees may also apply. We will tell you about these prior to you renewing/upgrading.

3. Making changes

- 3.1 If you wish to make a change to the Service you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of your Service, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

4. Price and payment

- 4.1 We publish details of all tariffs, fees and charges on our **Price Guide**. Provision of the Service is conditional upon you paying all fees applicable to your Services, in accordance with Our Agreement.
- 4.2 You'll be charged a monthly Service Fee: the price of your Service Fee (which includes VAT) will be the price indicated in your Service Confirmation Email. We try to ensure that the price of the Service advised to you is correct but will contact you if we discover an error in the price of the Service you order.
- 4.3 Your Service Fee will be billed monthly in advance throughout your Minimum Period. Your Service Confirmation Email will tell you what your monthly Service Fee payment will be.
- 4.4 If the rate of VAT changes between your order date and the date we supply the Service, we will adjust the rate of VAT that you pay.
- 4.5 We reserve the right to pass on any third-party fees we incur directly as a result of recovering any sum you owe us and we reserve the right to employ debt collection agencies, to transfer the right to collect your debt or to factor your debt to a third party for collection.
- 4.6 You are responsible for paying all fees that you, and any person accessing your Service incurs.
- 4.7 We can charge interest if you pay late. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of National Westminster Bank. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 4.8 If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 4.9 Billing disputes must be notified to us by email: support@be-fibre.co.uk.
- 4.10 You agree to pay the Service Fee for the Services we provide you with together with any other fees that apply to you under Our Agreement by direct debit, although we do accept other methods of payment. If you choose to pay by direct debit and your direct debit details change, you must notify us immediately. Failure to do so may lead to suspension of your Service.
- 4.11 There are also a number of one-off fees (such as for installation or to cover the cost of replacement

equipment) that you may be charged.

- 4.12 For any other fees (including for chargeable calls as part of an add-on telephone service), the amounts we'll charge you are as set out in our **Price Guide**. We'll update the **Price Guide** from time to time so you should keep checking it.
- 4.13 If you use the Service in a manner that is inconsistent with your tariff, we reserve the right to apply the tariff that corresponds to the level and type of use you make of the Service.

5. Modifications to price, services and terms and conditions

- 5.1 We may increase our fees under this agreement once the Minimum Period for your Service has expired.
- 5.2 We may increase your Service Fee by the rate of inflation [consumer price index (CPI) n+ 3.9%].
- 5.3 We may also change these terms and conditions and your Service.
- The following provisions 5.4-5.5 shall only apply to not-for-profit Customers and small or micro enterprise Customers with fewer than 10 employees:
- 5.4 If we do make any changes pursuant to the above paragraphs we will tell you about this in writing or post the revised Terms on our website. We will provide you with notice of the proposed changes at least 30 days before they become effective. Continued use of the Service after the notice period for the changes will constitute your acceptance of them. Except in respect of price changes (paragraph 5.1) or increase to the Service Fee by the rate of inflation (paragraph 5.2).
- 5.5 We will give you at least one month's notice of any changes we make to Our Agreement unless it is: (i) exclusively for your benefit; (ii) purely administrative and has no negative effect on you; or (iii) directly imposed by law. If we notify you of any changes pursuant to this paragraph and you do not agree with these changes, you may terminate Our Agreement within one month of receiving such notice. If you choose to terminate Our Agreement pursuant to this paragraph, you will not be liable for any additional charges except for the Service Fee for the period of time we delivered the Service to you prior to the actual termination of it.

6. Use of services

- 6.1 You acknowledge that the information you provide us in your order will be relied upon by use for the provision of the Service. If there is any change in the information provided by you in the order or if the information provided by you is incorrect, you agree to notify us immediately by contacting us.
- 6.2 You may not use your Service, or allow your Service to be used:
- to send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive;
 - to download, possess or transmit in any way illegal material;
 - to engage in criminal, illegal, unlawful or fraudulent activities;
 - to violate or infringe the rights or property of any person, including rights of copyright and any other intellectual property rights, privacy or confidentiality;
 - to intentionally impair or attempt to impair, without authorisation, the operation of any computer, prevent or hinder access to any program or data held in any computer or to impair the operation of any such program or the reliability of any such data;
 - via a device allowing the routing or re-routing of such Service on, from or to our network; or
 - in such a way, or in such amount, that will have an adverse impact on our network (or any part of it), our customers or our brand or that contravenes any of our applicable acceptable use policies or general internet standards; or
 - in any way which we believe is or is likely to be detrimental to us, to the provision of services to you or any of our customers or any other users of our network; or
 - in a manner which may damage our reputation or any group company, the services provided by us or bring us or any group company, our Service or our network into disrepute.
- 6.3 The intellectual property rights in any content, software or other materials ("Be Fibre Materials") which we provide to you belongs to us or our suppliers. We grant you a licence to use the Be Fibre Materials in order

to receive and enjoy the benefit of your Service but you agree not to copy, modify or publish the Be Fibre Materials and you agree not to supply the Be Fibre Material to any other person.

- 6.4 You agree to the flow down terms in respect of third-party software contained in the Be Fibre Materials, where applicable.

7. The Service

- 7.1 We will use reasonable skill and care in providing the Service to you but due to the nature of the internet we cannot guarantee that this will be continuous or error free.
- 7.2 To receive the Service you need to make sure that your equipment, such as your computer or device (tablet or mobile phone) will connect to the equipment by Ethernet or wi-fi connection. We shall not be responsible for providing any support to you, whether technical or otherwise, in respect of the Customer's LAN.
- 7.3 You acknowledge that the actual speed and performance of the Service you experience will depend on a number of factors, some of which are outside of our control. As such, we cannot guarantee that maximum transmission speeds can be obtained at any time; nor can we guarantee that, where you are eligible to receive a speed upgrade, the upgrade can be successfully completed within the indicated time-lines. However, we will use our reasonable endeavours to inform you of any issues and attempt to resolve them as soon as it is reasonably possible. As some of our Service are provided over third party networks, we will not be liable for faults outside of our control.
- 7.4 Faults with your Service or equipment must be reported to us as soon as possible. For the avoidance of doubt, any formal complaints raised to us will be investigated from the date the issue was first logged. In the event you are unhappy with the timeline to resolve the fault or the way the fault has been handled you can raise a complaint, see our **'complaints code of practice here'**.
- 7.5 We endeavor to resolve network faults within 1 working day of it being reported to us by you. Where we fail to respond and resolve faults outside of this timeframe, 3 times in a consecutive 6-month period, you shall have the right to cancel Our Agreement without the payment of Early Termination Charges.
- 7.6 Installation of some Services, including installation of equipment inside or outside of your premises may require the consent of others. You are responsible for ensuring that any such consents are obtained before the installation. If they are not obtained, we may terminate Our Agreement and recover our reasonable costs.
- 7.7 We cannot guarantee internet security and strongly recommend that you make use of additional security products such as firewalls and anti-virus software.
- 7.8 We do not guarantee the security of the Service against unlawful or unauthorised access or use. You understand and agree that access to and use of the Service is at your own risk.
- 7.9 If we provide you with usernames and passwords allowing you to access the Service, you agree that you are solely responsible for ensuring these are kept confidential and secure at all times.
- 7.10 You or we may need to modify your computer settings to make it work with the broadband, fibre or full fibre Service. You should check these modifications don't invalidate any computer warranty you may have. If they do, we won't be liable for any modification carried out by you, us or our representatives.
- 7.11 You should always back up your data against loss and corruption, any loss in data that has not been backed-up will not be our responsibility.

8. Moving Premises

- 8.1 If you are planning to move your premises, please contact our support team at support@be-fibre.co.uk and we'll tell you what options you have for your Service and what fees you may have to pay (including any Early Termination Charges).
- 8.2 We can only provide our services at your new premises if it's already installed with our apparatus (see paragraph 11.1) or it's in an area where we can install this immediately - we can let you know about this when you inform us about your move.
- 8.3 If you purchase any of our Service for your new premises, you'll be treated as a new Customer. This means you'll have to go through the ordering process again, you may be charged for any installation work and the Minimum Period for your new Service will start when that Service is activated at your new premises.
- 8.4 If you purchase a like for like Service from us at your new premises we may be able to reduce or waive any

Early Termination Charge that applies to your existing Service if you're ending it within its Minimum Period. If you choose not to or are unable to purchase any of our Services for your new premises, you'll have to pay the Early Termination Charge that applies to your existing Service if you're ending it within its Minimum Period. We'll let you know how much this will be when you tell us about the move.

- 8.5 To end your existing Service you'll need to give us 30 days' notice in writing in accordance with paragraph 13 - this can be done by emailing support@be-fibre.co.uk.

9. Our rights to suspend or end the Service

9.1 We may suspend, restrict or disconnect any, or all, of the Service if:

- a. our network breaks down or needs maintenance, enhancement or emergency work (we aim to provide as much notice to our customers as possible in the event of such works);
- b. we are no longer able to provide a Service (or any part of it);
- c. we are required to do so for legal or regulatory reasons or comply with an order, instruction or request of Government, an emergency services organisation or other competent administration, legal or regulatory authority;
- d. to make changes to the Service as requested by you or notified by us to you;
- e. we believe your Service or your payment method has been used fraudulently;
- f. you break or we reasonably suspect that you have broken any important term of Our Agreement (including failure to pay your bill within 7 days of our reminder) and, if you are able to put things right, you have not done so within 7 days (or such other longer period as we specify) of us asking you to do so;
- g. you do not make any undisputed payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- h. you or anyone you authorise to deal with us on your behalf acts in a way towards our staff or agents which we reasonably consider to be inappropriate.

9.2 Where we suspend, restrict or disconnect a Service, Our Agreement will continue [unless terminated in accordance with paragraph 13 and unless the suspension is under paragraph 9.1(a), (b) or (c)] we may require you to pay your Service Fees and our reasonable costs for suspending, restricting or disconnecting your Service and resuming them.

10. Installation

10.1 Before you can use the Service, we have to install all of our apparatus (which includes our sockets, cabling, switches, poles, ducts and any other necessary network apparatus). We will not be liable for loss of Service or damage if you choose to use your own equipment. Please note our charge for a standard install is £50 plus VAT.

10.2 If your premises isn't already suitably installed with our apparatus, you'll need to arrange an installation visit with our engineers - we, or one of our representatives will contact you to do this soon after your Service Confirmation Email is sent (usually within 2 working days).

10.3 You can also contact customer services where you've already got a working Be Fibre socket connected to our network but would like another one in a different location at your premises. They can arrange for an engineer to call you to arrange an installation visit and this may incur an additional fee.

10.4 When we, or one of our representatives contacts you to arrange any installation work, they'll ask you some questions about the layout of your premises. This helps them work out in advance some of the details of the installation work needed. Depending on your answers they will:

- a. arrange a date for a standard installation (comprising of a maximum of 15 metres external cabling, 10 metres internal cabling and a router), for which there will be no charge (though it might turn out that on visiting your premises, the engineer realises a bespoke installation is needed (see paragraph 10.8);
- b. tell you that we can't install at your premises, (in which case, unfortunately, we'll have to end Our Agreement - we won't charge you anything if this happens and will refund any amounts you've already paid); or
- c. tell you that we can't install at your premises as a standard installation free of charge but that we may be able to carry out a bespoke installation depending on what the engineer finds on visiting your

premises. We won't go ahead with the installation until you confirm that you agree with the route the installation work will take and that you agree to pay the bespoke installation fee that we'll charge for it (see paragraph 10.8). We won't be able to tell you this unless our engineer visits. If you decide not to go ahead (either before or after the first engineer visit related to the installation work), then we'll end Our Agreement - this means you won't be charged anything and we'll refund any amounts you've already paid.

- 10.5 The engineer may only realise following a visit to your premises that we can't install. This may be due to technical, health and safety or other practical reasons. If this is the case, we'll end Our Agreement, you won't be charged anything and we'll refund any amounts you've already paid.
- 10.6 If the information you gave the engineer about your premises on the call turns out to be wrong and as a result we can't install at your premises (which includes if you don't want to pay a bespoke installation fee (see paragraph 11.8) for work that would be needed to install), we'll end Our Agreement and we can charge you an engineer visit fee which is set out in the Price Guide but you won't be charged for anything else. We'll also refund you any amount you've already paid beyond what you owe us.
- 10.7 If you're able to have a standard installation, we'll make every effort to accommodate your preference as to the route the installation work will take. If you decide you're not happy with it, we may discuss a bespoke installation with you (see paragraph 10.8). If you don't agree with our proposed route for the bespoke installation (again we'll try our best to take your preferences into account) and/or don't want to pay the bespoke installation fee that will apply, we'll end Our Agreement, you'll only be charged an engineer visit fee and we'll refund any amount you've already paid beyond what you owe us for the engineer visit.
- 10.8 It might be that an engineer can only tell if a bespoke installation is needed once they've visited your premises. We won't go ahead with any bespoke installation work until:
- we've told you the route that installation work will take (we'll make every effort to accommodate your preferences); and
 - we've told you how much the bespoke installation fee will be; and
 - you confirm in writing either to the engineer present or by email to us that you're happy with the installation route we proposed and agree to pay the bespoke installation fee.
- 10.9 If you don't confirm the above in writing (or you tell us that you don't want to go ahead) then we'll end Our Agreement, you won't be charged anything, and we'll refund you any amount you've already paid.
- 10.10 Unless you've specifically agreed with us otherwise, you must be present at your premises for the first engineer visit related to any installation work. This is so that you (can approve the route the installation will need to take or in case the work will involve anything bespoke. You'll need to agree specifically to any bespoke work (and the fees for it) with us, as mentioned in paragraphs 10.4(c) and 10.8.
- 10.11 If your installation is for your initial connection to your Service, then once the work is complete, we'll provide you with our equipment. If our engineer is already at your premises for installation work, he/she can set up our equipment up for you. Otherwise, our equipment comes with written instructions to help you do this yourself. If you'd prefer not to, we can send an engineer to set it up, but you'd have to pay an engineer visit fee for this which is set out in the **Price Guide**.

11. Engineer Visits

- 11.1 Certain equipment may need to be installed by an engineer in connection with the provision of your Service. We may charge for engineer visits which we will tell you about before the visit.
- 11.2 If you do not allow us access to your premises to install the Service as arranged and/or equipment cannot be delivered to you (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result, including an engineer visit fee. You will be told about these fees prior to the visit.
- 11.3 You must provide a minimum of 2 working days' notice if you wish to cancel an engineer appointment. You may be charged an engineer visit fee if such notice isn't provided.
- 11.4 If we need to cancel or change the time of an engineer visit, we'll give you as much notice as we can.
- 11.5 If you ask us to upgrade a Service, but don't consent to necessary engineering work, you'll stay on your current Service.
- 11.6 If we perform engineering work at your property, we won't reverse this work when your Service ends.

12. Equipment

- 12.1 You may need to use certain necessary equipment provided by us to receive a Service, which may include a router. We remain the owner of any such equipment. We will only provide you with the equipment we tell you about in your Service Confirmation Email. Other equipment may be available at an additional cost. We can't guarantee that the Service will work with equipment other than ours.
- 12.2 You agree that in order to provide a Service to you we can:
- a. install, connect, keep, maintain and look after (in line with the manufacturer's instructions and guidance, if any), any equipment at your premises;
 - b. enter or have an engineer enter your premises for the connection, maintenance, modification, replacement or removal of any such equipment (at our cost);
 - c. connect remotely to manage, repair or upgrade the equipment.
We shall not be liable for any delay or issues where you don't comply with subclauses (a) - (c) and/or you have (whether intentionally or not) obstructed the provision of the Services by your failure to adhere to the subclauses listed above.
 - d.
- 12.3 We are under a legal duty to supply equipment that is in conformity with Our Agreement. Please inspect the equipment and let us know about any issues within 7 days of receiving it. To contact us, please see paragraph 19 below.
- 12.4 Any equipment being returned to us is your responsibility until it arrives with us. If we don't receive it, we reserve the right to charge you for it.
- 12.5 At the end of the Minimum Period, the equipment will no longer fall under warranty therefore we will not be liable to rectify any fault in, or replace, any equipment if a fault is diagnosed outside of the warranty period for such equipment.
- 12.6 In the event the equipment fails for an unknown reason, it must be sent back to us. A replacement will be sent until we test and conclude the reasoning for the equipment failure. In the event we conclude the fault was caused by you, we reserve the right to charge any costs incurred to replace the equipment.
- 12.7 You are responsible for loss of, theft of, or physical damage to the equipment and in such circumstances we may charge you for this.
- 12.8 At the end of Our Agreement, you will return any equipment to us.
- 12.9 You agree to notify us by calling our technical team if the equipment is lost, stolen or damaged. Failure to do so may result in you being liable for any losses arising as a result.
- 12.10 You have the right to reconfigure the equipment to meet your local network requirements, however, we will not be liable for any security breaches or impacted performance.
- 12.11 In instances where a fault is diagnosed with the optical network termination equipment, we will take the appropriate action to resolve the fault at no cost to you. Typically network equipment faults can be dealt with remotely without the need for an engineer visit.
- 12.12 If we deem the fault to the network equipment is caused by abuse or negligence, we may charge you for the repair or replacement cost of the network equipment, along with engineering costs incurred to resolve the fault.
- 12.13 Some network equipment does not belong to us and is owned by third party suppliers, any fees we incur may be passed to you if we deem you caused the fault.

13. Ending your Service or Our Agreement

- 13.1 Unless you do not agree with proposed changes to the contract (see paragraph 18.1), if you want to end Our Agreement (or any Service we provide you under it) you'll need to give us 30 days' notice. In any case, you can let us know by calling our support team on 0330 088 8383.
- 13.2 During this notice period, we'll carry on providing your Service and charging you for it.
- 13.3 If you end Our Agreement, you must pay any outstanding fees up to the end of your notice period.
- 13.4 If you cancel your Service and/or Our Agreement before the expiry of the Minimum Period applicable to your Service, you will have to pay an Early Termination Charge applicable to the fees that would have been payable for full length of the Minimum Period. We will tell you how much this will be before you cancel.

13.5 If you have asked us to cancel your Service with us but change your mind and want to retain your Service, you can reverse the cancellation, without interruption to your Service and without incurring any additional fees, up to 10 working days before the date your Service is due to be terminated whereupon our Agreement will also be terminated.

13.6 If we end Our Agreement in accordance with paragraph 13.8 below (including for non-payment of fees) within the Minimum Period, you may have to pay an early disconnection fee to compensate us for our losses for ending the Service early. This will be equal to the fees that would have been payable for the full length of the Minimum Period should have continued for. Please see be-fibre.co.uk for details of early disconnection fees/cancellation fees.

13.7 You may end our Agreement immediately by notice in writing if you've experienced a total loss of your Service (which doesn't relate to us suspending or restricting it under these Terms) for 30 continuous days and you told us about the problem as soon as it happened. In these circumstances, you do not have to pay an Early Termination Charge.

13.8 We may end a Service and/or Our Agreement immediately if:

- a. we are entitled to suspend, restrict or disconnect any product under paragraph 9 above; or
- b. you have a statutory demand issued against you, or an insolvency practitioner applies to the court for an interim order under the Insolvency Act 1986 (**IA**) (as amended from time to time), or you are deemed unable to pay your debts within the meaning of section 123 of the IA under that legislation, or if a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up, or you make a composition or arrangement with or for the benefit of any of your creditors, if any legal action is taken or threatened against your premises, or anything similar;
- c. we believe that you or another person at your premises have committed, or may be committing, any fraud against us, or any other person or organisation whether or not by using your Service or equipment (or both);
- d. you break any important term of Our Agreement and, if you are able to put things right, you have not done so within 7 days (or such other longer period as we specify) of us asking you to do so;
- e. you do not make any undisputed payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- f. you do not, within a reasonable time, allow us access to your premises to supply the Service and/or to deliver any equipment required as part of your Service;
- g. we have reason to believe that you have provided us with false, inaccurate or misleading information either for the purpose of obtaining the Service and/or the equipment from us, or at any time during the provision of the Service;
- h. any permission under which we are entitled to connect, maintain, modify or replace the equipment is ended for any reason;
- i. we are specifically entitled to do so under any other paragraph of Our Agreement.

13.9 If you fail to return or make available for removal any item of the equipment which we have provided to you, you may have to pay extra charges for such equipment, including the replacement cost or reasonable recovery costs as set out in the **Price Guide**. In addition, to our other rights, we reserve the right to bring legal proceedings against you for the return of the equipment.

14. Our liability to you

14.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with Our Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking Our Agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.

14.2 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 Service.

14.3 If we are providing your Service in your premises, we will make good any damage to your premises caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to the property that we discover while providing your Service.

14.4 We are not liable for business losses.

- 14.5 You agree that you will not, without our prior consent in writing, re-sell or re-supply the Service, whether free of charge, for money or equivalent value in monetary terms.
- 14.6 Our total liability to you shall be limited to the Service Fees for a 12-month period that you have or would have to pay us.

15. How we use your information

- 15.1 We will only use your information in accordance with our Privacy Policy which you agree to by ordering and/or using a Service.
- 15.2 We reserve the right to email service announcements to you in connection with the Service.

16. Monitoring Communications

- 16.1 If requested to do so by a government or law enforcement body, we may monitor communications using the Service including, without limitation, any content or material transmitted over the Service.
- 16.2 We reserve the right to record any and all calls between you and any member of our staff to enable us to monitor the quality of our services, to ensure compliance with our regulatory obligations and procedures, in order to prevent or detect crime or to ensure that you are using your Service in accordance with our Acceptable Use Policy.

17. Other important terms

- 17.1 Nothing in Our Agreement and no action taken by you or us pursuant to Our Agreement shall constitute, or be deemed to constitute between us and you, a partnership, association, joint venture or contract of employment, or authorising you to act as agent for us. You shall not have authority to make representations for, act in the name of, or otherwise bind us in any way.
- 17.2 You may not assign, transfer or delegate Our Agreement or your rights and obligations hereunder without our prior written consent. We may without restriction assign, transfer or delegate Our Agreement and any rights and obligations hereunder, at our sole discretion to any third party. This may mean that different companies are responsible for providing the Service under Our Agreement. This will not affect how much you pay and the company or companies providing the Service will still be obliged to provide the Services in accordance with Our Agreement. It may mean that a different company is legally responsible for the provision of the Service. Payment requests and invoices will clearly set out which company or companies are legally responsible for the Service.
- 17.3 Our Agreement is between you and us. No other person shall have any rights to enforce any of its terms except for our group companies.
- 17.4 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking Our Agreement, 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 Service, we can still require you to make the payment at a later date.
- 17.6 Our Agreement represents the entire understanding between you and us in relation to the Service and supersedes all other written or verbal representations, statements or agreements made by either you or us relating to the Service.
- 17.7 You shall keep as confidential all information disclosed to you by, or on behalf of us, which could be reasonably considered to be confidential. This shall include, but not be limited to, all information disclosed by us to you which relates to our business which is not in the public domain. You shall not use any information so provided other than to perform your obligations under Our Agreement. All information (and copies of it) shall be immediately returned to us on termination or cancellation of Our Agreement.
- 17.8 Our Agreement is governed by English law and you can bring legal proceedings in respect of your Service in the English courts.

18. Contacting us

18.1 You can contact us by telephoning our customer service team at 0330 088 83 83 or by writing to us at support@be-fibre.co.uk or BeFibre Ltd, Sankey Valley Industrial Estate, Anglezake Road, Newton-Le-Willows, WA12 8DN.

19. Contacting you

19.1 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

20. Complaints and Dispute Resolution Procedure

20.1 Details of our disputes and complaints resolution process and how to contact the Ombudsman Services can be found in our Complaints Code of conduct on our site at <https://be-fibre.co.uk/legal/complaints-code/> or upon request by contacting our customer services.

21. Be Guarantee

21.1 Your 30 day Be-guarantee of happiness starts on the date of your successful broadband installation. You must give BeFibre reasonable chance to resolve any issues but, if, for any reason, you are unhappy at the end of the proceeding 30 calendar days, you can leave without incurring any Early Termination Charges.

21.2 You must notify BeFibre of your decision to cancel, after the first 30 days but no later than 10 calendar days after the end of your 30 day BeGuarantee period. You'll be sent via the post a free Router returns label. It is your responsibility to package and return your router securely and safely to the provided address. Failure to return your Router within a reasonable time, 21 days, may result in you being charged our "unreturned router charge" of £100.

21.3 After the 30 day Be-guarantee has finished, you may cancel your contract at any time with 30 days written notice. If you are within your Minimum Period an Early Termination Charges will be charged.