

Terms and Conditions – Home Customers

Supply of Full Fibre Broadband Internet Services

1 ABOUT US AND CONTACT INFORMATION

1.1 About Us

Who we are – Lightning Fibre Ltd (“Lightning Fibre”) is an internet service provider (“ISP”) and network operator. We’re a limited company registered in England and Wales under company number 11168423 and our registered office and main trading address is at Unit 31, 1 Commercial Road, Eastbourne, BN21 3XQ. Our VAT number is 286 2852 67. We’re regulated in the UK by Ofcom. We’re also a member of the UK Internet Service Providers Association (“ISPA”), Ombudsman Services (an independent alternative dispute resolution service) and the independent networks cooperative association (“INCA”).

1.2 Contact Information

How to contact us – You can contact us by phoning our customer service team at 01323 380 260 or through the Lightning Fibre my account page or by writing to us at support@lightningfibre.co.uk or to Lightning Fibre, Unit 31, 1 Commercial Road, Eastbourne, BN21 3XQ.

How we contact you – If we need to contact you, we shall by telephone or writing at the email or postal address provided upon placing the order or since updated.

2 DEFINITIONS

When used in these Terms, the following words shall have the following meanings:-

- 2.1 **Acceptable Use Policies** - the policies set out on our Web Site relating to the use of the Services, as modified or amended from time to time.
- 2.2 **Account** – your account with the Company for provision of the Services.
- 2.3 **Agreement** – these Terms and Conditions, the Customer Order, Company Services Pricing, the Acceptable Use Policies, the Privacy Policy, the Unicorn Terms and Conditions, all of which, taken together, constitute the agreement between the Company and the Customer for the supply of the Equipment and/or Services.
- 2.4 **Business User** – a Customer who uses the Services and/or Equipment in the course of any trade or business;
- 2.5 **Charges** – the charges payable by you in return for the provision of the Services and/or Equipment in accordance with Clause 7.
- 2.6 **Commencement Date** – the date on which the Services are first provided to you.
- 2.7 **Company** – Lightning Fibre Limited, also referred to as Lightning Fibre, LF, “we” and “us”.
- 2.8 **Company Services Pricing** – the Company’s pricing for Equipment and Services as presented on the Company Website or in unique promotions, as amended from time to time. Pricing relevant to you can be found on the Customer Order, unless specified otherwise by the Unicorn Terms and Conditions which take precedence.

- 2.9 **Company Website** – www.LightningFibre.co.uk.
- 2.10 **Customer** – the person whose name and details are included in the Customer Order, also referred to as “you”.
- 2.11 **Customer Order** – the received order for the supply by the Company of Equipment and/or Services, completed by you.
- 2.12 **Distance Selling Regulations** – The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
- 2.13 **Equipment** – the equipment specified on the Customer Order, including any fixtures and fittings required for install, also known as the Customer Premise Equipment (CPE).
- 2.14 **Full Fibre** – referred to as either Pure Fibre or Full Fibre, it relates to the type of broadband infrastructure connectivity which our network consists of and delivers to you.
- 2.15 **Installation Date** – the date agreed for installation of the Services.
- 2.16 **LF** – same as Company, refers to Lightning Fibre Limited, abbreviated to LF.
- 2.17 **LF Network** – refers to the LF owned ducts, poles and fibre optic cabling and its’ coverage.
- 2.18 **Minimum Service Period** – the minimum service period as set out in the Customer Order.
- 2.19 **Our Team** – our employees, partners, consultants and contractors, with whom we have a contractual relationship with and whom will be supporting the delivery, installation and on-going services.
- 2.20 **Privacy Policy** – the Company's policy regarding privacy, set out on the Company Website, as amended from time to time.
- 2.21 **Premises** – the premises and its curtail, to which the Services are to be provided under the Agreement.
- 2.22 **Security Details** – any and all user names, passwords, keys, electronic signatures and any other devices or information in whatever form and on whatever media supplied to allow you to access the Services.
- 2.23 **Service(s)** – refers to any service that is supplied by Lightning Fibre to the customer and set out in the Agreement.
- 2.24 **Service Period** – the period of an individual Service provided in accordance with this Agreement.
- 2.25 **Unicorn Terms and Conditions** – the Company's non-standard and tailored terms and conditions (if any) applicable to any part of the Services referred to on the Customer Order.
- 2.26 **You or Your** – the Customer.

3 THE AGREEMENT

Your agreement with us (**the Agreement**) consists of:

- (a) these Terms and Conditions,
- (b) your Customer Order,
- (c) the Company Services Pricing,
- (d) the Privacy Policy,
- (e) the Acceptable Use Policies, and
- (f) the Unicorn Terms and Conditions.

4 SERVICES

Full Fibre Broadband

- 4.1 LF shall provide you with the Services and/or the Equipment subject to the terms of this Agreement.
- 4.2 You can place your order for Equipment and/or Services by:
- (a) Completion of a Customer Order online via our Website,
 - (b) filling in a paper-based Customer Order form during a promotional event, or
 - (c) telephoning our customer service team on the number set out on our Website.
- 4.3 LF shall not be obliged to provide the Services and/or Equipment to you unless and until:
- (a) LF have sent written notice to you (either by post or e-mail) of our acceptance of the Customer Order, and
 - (b) LF have confirmed your Premises can be served by the LF Network, and
 - (c) LF have received any initial Charges due from you in respect of the Services and/or Equipment.
- 4.4 Acceptance of the Services and/or Equipment by you constitutes your automatic acceptance of the terms and conditions of this Agreement.
- 4.5 LF will provide you with routing and transit services for general internet access. LF will deliver IP packets to the Customer network boundary only and will not be, or be held responsible for, the transit, routing and delivery of IP packets outside of the LF Network or beyond the modem within the Premises.
- 4.6 LF will use reasonable endeavours to ensure that the Services are of a high quality. In order to maintain the quality and safety of the Services, and any other services which LF provide to our Customers, LF may from time to time:
- (a) Shut down, suspend, or restrict the whole or any part of the Services in order to carry out emergency or other repairs, maintenance and/or improvements or to prevent overload of the network or to preserve the safety, security or integrity of the Services and any internet traffic conveyed (although LF will give you as much notice as is reasonably practicable before doing so and will endeavour to carry out such works during the relevant scheduled maintenance periods as announced by LF); and/or
 - (b) Give you instructions on how to use the Services.
- 4.7 You agree to comply with any instructions we may give you in accordance with this Clause.
- 4.8 LF will notify you as soon as possible if either LF or Our Team or any other authorised representatives involved in providing the Services and/or the Equipment, require access to your Premises, to install the Services and/or the Equipment or to carry out repairs, maintenance or upgrades. Where such notice is received by You, You agree to grant us and/or such other persons referred to, access to your Premises. LF will meet your reasonable requirements, and You agree to meet ours, concerning the safety of people on your Premises.
- 4.9 If, in the event of an unplanned outage, we fail to meet our obligations related to providing service, we will credit you one day's service fees for each day (or part thereof) that we are in breach up to a maximum of 5 day's credit in any calendar month.

5 WHEN THE CONTACT AND SERVICES START

- 5.1 The Agreement begins on the date that we have confirmed that we have accepted your order and you have agreed to these Terms and Conditions.
- 5.2 The Agreement will continue until it is terminated by either you or us as per these Terms and Conditions.
- 5.3 The Services will start on the date that we activate them. We will activate the Services on the date the LF Equipment has been successfully installed at the Premises by a LF engineer.
- 5.4 You are required to purchase the Services (and we will provide the Services) for the Minimum Service Period. The initial Minimum Service Period starts on the date we activate your Services.
- 5.5 At the end of the Minimum Service Period , the Agreement will continue until it is cancelled by either you or us by giving the other not less than 30 days' notice.

6 OUR EQUIPMENT

- 6.1 We will provide you with the LF Equipment for the duration of the Contract. The LF Equipment will need to be installed by us at the Premises to enable us to provide the Services.
- 6.2 Our provisioning team will contact you to arrange the date of installation.
- 6.3 Once we have installed the LF Equipment at the Premises, you are responsible for any loss or damage to the LF Equipment (however that loss or damage occurs). That means:
 - (a) We may charge you for any loss or damage to the LF Equipment; and
 - (b) You must:
 - (i) follow the instructions which are provided with the LF Equipment (including the manufacturer's instructions and any instructions which we give to you);
 - (ii) store the LF Equipment in a proper manner and in conditions which adequately protect and preserve the LF Equipment;
 - (iii) ensure that the LF Equipment is not tampered with in any way whether by you, any members of your household or any third party who is not authorised by us (including disassembling it, adding to or modifying it);
 - (iv) keep the LF Equipment at the Premises. You must not sell, charge, pledge, mortgage or otherwise dispose of the LF Equipment or any part of it. You must not part with possession of the LF Equipment or any part of it; and
- 6.4 The LF Equipment will be our property at all times (even though it is located at the Premises and you are responsible for any loss or damage to it). We may need to alter or replace the LF Equipment from time to time. To do so, we will need reasonable access to the Premises.
- 6.5 You must leave the all fixed LF Equipment at the Premises (if you move out of the Premises it must be left there for the next occupant). Return all Wi-Fi mesh hubs to LF. The mounted equipment is professionally installed and must not be removed as it will cause damage to the modem and the fibre optics.

7 PAYMENT TERMS AND CHARGES

The following charges are payable by you:

- 7.1 **Package Charge** – You must pay the charges that apply to the Services you're receiving from us, unless we agree otherwise with you. All recurring charges are payable from the Commencement Date. One-off charges (e.g where an upfront set-up cost is due) will be payable in advance and billed separately from your recurring charges. We'll collect all recurring charges in advance for the month ahead.
- 7.2 **Activation charge** – This is a one-off charge for connecting to our Services, charged in your first bill.
- 7.3 **Installation fee** - This is a one-off charge for the installation of our Services at the Premises where no Lightning Fibre connection pre-exists. The standard installation fee allows for an LF engineer to install to an outer wall at a reasonable and suitable location of our choice.
- 7.4 **Order cancellation fee** – One-off charge, paid on demand if you cancel during the 14-day cooling off period from order (at which time you'll also have accepted responsibility to pay us an order cancellation fee if one applies to you). The order cancellation fee may also include:
 - (a) Booked installation, cancelled 48 hours or less prior to the confirmed date
 - (b) Undertaken installation
 - (c) Any equipment used, which is not in a clean and reusable condition
 - (d) Reasonable administration
- 7.5 **Payment Return Fee** – You must pay a payment return fee of £10 every time your direct debt payment bounces or fails for any reason.
- 7.6 **Service Termination Fee** - This is a one-off charge, which you must pay if we ask, if you cancel your service before the end of any minimum period that applies. We shall calculate this based on the time remaining of your minimum period.
- 7.7 Unless you have agreed with us otherwise, you can only pay us by direct debit for the Service payments and card for the one-off payments. When you place your order for our Services, you'll need to give your bank account details and confirm agreement to pay our bills by direct debit. If your bank details change, you must tell us immediately, if you don't, your Services may be affected (suspended or ended). You can change your details online via accessing your account online or by calling one of our customer engagement team.
- 7.8 All bills will be issued and held in your online account, which you can access through the "My Account" section of our website. You'll need your registered email address, as well as your password to do this.
- 7.9 If we don't receive full payment for the Services, we provided to you, we can suspend or end your Services and will seek to reasonably recover the amount owed (which will include any costs we incur in collecting this amount). We'll write to you at your registered email address in the first instance and the Premises address in the last, to tell you before we do this.

8 MOVING HOME

- 8.1 Please contact customer support if you are planning a move and we shall try to reduce any difficulties this can caused to the continuation of your Services. We can only provide

the Services at an address that is already set up to be connected to our network and if it's available in the new location at the time you move. If we do provide our Services to you at your new property, we will usually treat you as a new customer. This means you'll have to go through a simplified ordering process over the phone with the LF customer engagement team. Any minimum period for Services at your new property will start on the Services start date. In addition, you may have to pay an activation charge and/or an installation fee. Note that if you purchase our Services for (and to be provided immediately on moving to) your new property, and your move was during a minimum period for your previous property, we will not charge you a service termination fee for ending the Services at your previous home.

- 8.2 If We cannot provide our Service at your new property, You can cancel your agreement with us. If You have a minimum period for your Services and you cancel your agreement before this minimum period has ended, you'll have to pay a services termination fee. This is based on the number of months you have left of your minimum period. If your minimum period has ended, you can cancel your agreement by giving us 30 days' notice by contacting one of our customer service members.

9 MATTERS BEYOND OUR REASONABLE CONTROL

Sometimes we may not be able to do what we've agreed because of things beyond our reasonable control. This could be things such as lightning, flood, severe weather, fire, explosion, terrorist activities, war, riots, damage or vandalism to our network, equipment, or any apparatus we've installed, anything done by local or national governments or other public authorities, or strikes or other industrial action. There may be other reasons not listed above. We will not be liable for delays caused by such events.

10 RIGHT TO CANCEL THIS CONTRACT

- 10.1 You have the right to cancel the contract within 14 days of the Customer Order without giving any reason. This cancellation period will expire 14 days after we agree to provide you with the Services.
- 10.2 To exercise the right to cancel the contract, you must inform us of your decision to cancel this contract by clear statement (for example, an email, phone or by post).
- 10.3 We may start installing our Services within the 14 days cancellation period.
- 10.4 If you cancel the contract within the 14-day cancellation period, we will reimburse to you all payments received minus the costs we have reasonably incurred such as costs of any electrical equipment used, installation and Services provided.
- 10.5 We will make the reimbursement using the same means of payment as you used for the initial transaction, in any event, you will not incur any transaction fees as a result of the reimbursement if any due.

11 DISPUTES

- 11.1 We will try to resolve any disputes with you reasonably, quickly and efficiently.
- 11.2 If you are unhappy or dissatisfied with the Service received or any other matter, please contact us using by email, phone or letter.

12 DOWNTIME, REPAIR AND MAINTENANCE

- 12.1 We cannot guarantee that the Service, including the service equipment supplied as part of the Service, will never be faulty. If you experience a problem, you must notify our customer service by E-mail, telephone or by opening a customer support case on our website as to the nature of the problem. We will endeavour to respond to you in adequate time of such notification. If we identify a fault in any service equipment, we shall either repair or replace the equipment or any part of it as soon as reasonably practicable. There will be moments part of the network will need maintenance or upgrades and the Service will be down for a small amount of time. You will be notified about such works and the minimum time need for its completion.
- 12.2 If we need to carry out repairs or maintenance at the Premises, we shall, where it is reasonably practicable, carry out such repairs or maintenance at a time previously agreed with you. If it is not reasonably practicable for a prearranged time to be agreed or in the absence of agreement we shall be entitled to carry out such work at a time notified by us to you. We may interrupt the Service in order to carry out repairs and maintenance but shall use reasonable endeavours to ensure minimum disruption to the Service and in any event shall ensure that you are given the maximum period of warning practicable in the circumstances.
- 12.3 In the following cases we may charge reasonable additional charges calculated by reference to the cost of materials and to our then applicable man-hour rate for time expended:
- (a) where we carry out work or provide replacement parts in connection with faults to service equipment which do not result from fair wear and tear or faulty manufacture or design;
 - (b) where we respond to a fault report and no fault is found to exist or the fault reported is caused by someone other than us remotely configuring service equipment or arises from misuse; incorrect environmental conditions including incorrect temperature and humidity levels; mains electrical surges or failures; lightning damage; electromagnetic interference; any other accidental or deliberate damage;
 - (c) where performance of our obligations is made more difficult or costly by a breach of your obligations under this agreement;
 - (d) where we are unable to get access to the premises or service equipment; or
 - (e) where we replace or provide additional wiring and cabling.

13 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 13.2 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; or for breach of your legal rights.

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

13.4 We are providing the Services to you for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14 HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy.

15 OTHER IMPORTANT TERMS

15.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

15.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 15.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

15.4 If a court finds part of this contract illegal, the rest will continue in force. 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.

15.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

15.6 These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.