

# Business Customer Terms of Service

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### 1. DEFINITIONS

1.1. In these Terms, the following words and expressions shall have the meanings given to them below:

” Activation Steps” means the steps necessary to be taken by a Customer’s new and old telephone network provider in order to move that Customer’s telephone number to the new provider’s network, as set out in Clause 13.5.

”Additional Services” means any supplementary Services and features from time to time provided by Fibrus in connection with the Business Broadband Service and/or Telephone Service.

”Additional Telephone Packages” means any supplementary packages from time to time available with the Telephone Service.

”Agreement” means the Agreement described in Clause 2, which definition in relation to Clause 7 is as modified by Clause 7.3.

” Ancillary Services” means any services the Customer orders which are additional to Landlord Services, as set out in Clause 7.6.

” Apparatus” means any apparatus (including but not limited to Equipment and additional equipment) which Fibrus installs, or arranges to be installed, at the Premises.

”Applicable Law” means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance, standard or industry code, rule of court or directives or requirements of any government or regulatory body, delegated or subordinate legislation or notice of any government or regulatory body and the common law and the law of equity as from time to time applicable to the parties.

”AUP” means Fibrus’s [Acceptable Usage Policy](#), as updated from time to time.

” Business Broadband Package” means any of Fibrus’s packages for Business Broadband Services and Telephone Services (as set out in <http://www.Fibrus.com/business-broadband/>), for which a business customer has submitted or can submit an Order.

”Business Broadband Service” means the internet service comprising access to “always on” internet services, including the features and functionality in relation to the chosen Business Broadband Package.

”Business Day” means any day other than a Saturday or a Sunday or a public holiday in Northern Ireland

”Business Support” means Fibrus’s Business Support Team which can be contacted by emailing [customerservice@Fibrus.com](mailto:customerservice@Fibrus.com) or on 02890 993230.

”Call Charges” means the Charges for calls made using the Telephone Service that are not included in the Customer’s Rental Charge, calculated as detailed in the [Guide to Charges and Fees for Business Customers](#).

"Changes" means any increase in the Charges or any other change to the Agreement or the Services which might reasonably be regarded as being to the Customer's material detriment, as set out in Clause 20.2.

"Charge or Charges" means any or all charges payable to Fibrus in respect of the Services as detailed in the [Guide to Charges and Fees for Business Customers](#).

"Claims" means all third-party claims, actions or proceedings brought or threatened against Fibrus arising in connection with the use or misuse of the Services or any breach or contravention of these Terms or the Agreement, as set out in Clause 12.1.

"Complaints Code of Practice" means Fibrus's [Complaints Code of Practice](#) which sets out how Fibrus's domestic and small business (those with 10 or fewer employees) customers can make a complaint about Fibrus and/or its Services and how to take this further, if so required.

"Connection Charge" means the one-off Charge for connecting to Fibrus's Services, charged in a Customer's first invoice, and as set out on an Order and/or as detailed in the [Guide to Charges and Fees for Business Customers](#).

"Customer" means the business customer entering into the Agreement.

"Direct Debit Return Fee" means the £10 Charge which Fibrus may charge a Customer each time any of that Customer's direct debit payments to Fibrus under the Agreement is not honoured for any reason.

"Equipment" means any telecommunications or other equipment (including, but not limited to, the Router, cables and accessories, faceplate and cabling provided by Fibrus) that are supplied to facilitate and enhance usage of the Services as detailed on the Website (including upgrades and replacements). This does not include any equipment purchased or acquired from a supplier recommended by Fibrus or from an alternative source or supplier. This is referred to as 'additional equipment'.

"Faults" means any faults in relation to the Services.

"Force Majeure" means any event beyond Fibrus's reasonable control including without limitation, lightning, flood, severe weather, fire, explosion, terrorist activities, war, civil disorder, damage or vandalism to the Network, Equipment or any apparatus Fibrus has installed, acts or omissions of local or national governments or other competent authorities, strikes or industrial disputes.

"Guide to Charges and Fees for Business Customers" means Fibrus's [Guide to Charges and Fees for Business Customers](#), setting out the list of Charges relating to Services payable by Fibrus's business customers, as updated from time to time.

"Fibrus" means Fibrus Networks Ltd, registered in Northern Ireland with company number NI612703 and having its registered office at Lanyon Plaza, West Tower, 8 Lanyon Place, Belfast, BT1 3LP

"Fibrus Business Order Form" means the order form (either on the Website or in paper format) which the Customer fills in and submits to order Services upon these Terms.

"Installation Fee" means the one-off Charge payable (a) where there is no existing Fibrus socket at the Premises, to install such a socket at either (i) Fibrus's chosen location at the Premises (a "Standard" Installation Fee) or (ii) at the Customer's chosen location at the Premises (a "Bespoke" Installation Fee); or (b) to extend a connection from an existing Fibrus socket at the Premises (again, a "Bespoke" Installation Fee), in each case as detailed in the [Guide to Charges and Fees for Business Customers](#).

"Installation-only Service" means the provision by Fibrus of installation services with no additional ongoing Services, as described in the [Guide to Charges and Fees for Business Customers](#).

"Landlord" means the landlord or building manager of Premises, as described in Clause 7 ("Multi-Tenanted Buildings").

"Landlord Services" means the Services provided at a Premises, where the Landlord of the Premises has entered into an agreement with Fibrus to provide such Services, as described in Clause 7.1.

"Landlord Services Claims" means claims or other legal proceedings against Fibrus whether in contract, tort (including negligence and breach of statutory duty) or misrepresentation, in connection with any failure of or fault with the Landlord Services or any issues relating to installation in relation to Landlord Services, as described in Clause 7.3.

"Minimum Period" means, in relation to each Service (other than one for which the Customer has purchased a Monthly Rolling Package), the minimum term of the Agreement as it relates to that Service as stated in the Order, starting from the applicable Services Start Date.

"My Account" means the "My Account" section of the Website, through which the Customer can access and make certain changes to its account details and can view latest invoices.

"Network" means the network utilised by Fibrus to provide the Services.

"Number Porting Compensation Scheme" means the Number Porting Compensation Scheme described in Clause 13.8 and of which further details can be found in the [Complaints Code of Practice](#)).

"Order" means a request for provision of the Services in the Business Broadband Package submitted in the form required or such other form as is acceptable to Fibrus.

"Order Confirmation Email" means the email sent by Fibrus to the Customer confirming acceptance of the Customer's Order.

"Order Cancellation Fee" means the one-off Charge, payable on demand, if the Customer cancels an Order prior to the Services Start Date, as detailed in the [Guide to Charges and Fees for Business Customers](#).

"Porting Date" means the date the Customer's old and new telephone network providers agree that the Activation Steps have been carried out, as set out in Clause 13.5.

"Premises" means the address specified in the Order where the Services are to be supplied.

"Privacy Policy" means Fibrus's [Privacy Policy](#) as from time to time amended.

"Re-activation Fee" means the one-off Charge, payable on demand, for Fibrus to reactivate a Customer's Services once they have been terminated or suspended, as detailed in the Guide to Charges and Fees for Business Customers.

"Rental Charge" means the monthly Charge payable to Fibrus in advance in relation to an Order for a Business Broadband Package which is set out on an Order. Call Charges are not included in the Rental Charge.

"Replacement Items Fee" means a Charge, payable by the Customer on demand, if Fibrus needs to repair or replace any Equipment that Fibrus provided to the Customer in connection with the Services. This Charge is detailed in the Guide to Charges and Fees for Business Customers.

"Services" means the internet and/or telephone-related services ordered by the Customer, as set out on an Order and subject to confirmation under Clause 2.3.

"Services Start Date" means the date on which the Customer receives or is deemed to have received the Equipment and installation has been completed.

"Service Termination Fee" means the one-off Charge payable by the Customer, at Fibrus's demand, if the Customer cancels its Services before the end of the Minimum Period. The Charge is calculated by reference to the remaining length of the Minimum Period and is detailed in the Guide to Charges and Fees for Business Customers.

"Term" means, in relation to each Service, the period from the relevant Service Start Date until termination of the Agreement in relation to such Service.

“Terms” means these Standard Terms and Conditions for Fibrus Business Broadband Service and/or Telephone Services and any Additional Services.

“Telephone Service” means the telephone over internet service comprising access to a line or lines capable of making and receiving calls recognised by the public switched telephone network (PSTN), including the features and functionality described on the Website [www.Fibrus.com](http://www.Fibrus.com) and any Additional Telephone Packages from time to time added to the Customer’s Services.

“Website” means [www.Fibrus.com](http://www.Fibrus.com) or any other website address notified by Fibrus to the Customer.

1.2. References herein to a “party” are to either Fibrus or the Customer and to “parties” are to both.

1.3. References herein to “Clauses” are to the clauses comprising these Terms. Headings used herein are for guidance only and shall not affect the interpretation of this Agreement.

## 2. ORDERS

2.1. The Customer may request provision of the Services (a) by calling Business Support and placing a telephone Order or (b) by filling in and submitting the Fibrus Business Order Form either on the Website or in paper format. Submission of an Order as per (a) or (b) of this Clause 2.1 represents an offer by the Customer to purchase the Services on and subject to these Terms. Acceptance by Fibrus of an Order as provided in Clause 2.3, subject to Clause 2.3(ii), shall create an Agreement between the parties incorporating the following documents: (i) these Terms; (ii) the Customer’s Order (as set out on the Fibrus Business Order Form and/or the Order Confirmation Email); (iii) the [Guide to Charges and Fees for Business Customers](#); (iv) the [Privacy Policy](#); and (v) the [AUP](#). These Terms apply to the agreement between us to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2. In the event of any conflict between the documents referenced in Clause 2.1, they shall be accorded priority in the order listed in that Clause 2.1, save where there is a conflict relating to pricing, in which event the Customer’s Order as described at (ii) in that Clause takes precedence over the Guide to Charges and Fees for Business Customers, which in turn shall take precedence over the Terms. In the same way, the terms of any promotion set out in the Customer’s Order (as described at (ii) in Clause 2.1) take precedence over these Terms, insofar as they conflict with or differ from them.

2.3. Fibrus may accept Orders in its sole discretion. Orders shall be accepted only upon the dispatch by Fibrus of a confirmation email. No verbal communications shall be deemed to constitute acceptance nor shall acceptance be inferred from conduct (including without limitation installation under Clause 6.1). Upon delivery by Fibrus to the Customer of an email confirming acceptance of an Order, such Order shall be binding on both parties. Once accepted by Fibrus, (i) each Order for Services shall create a separate Agreement between the parties governing provision of the Services requested therein; and (ii) any Order requesting the addition or removal of a Service to a previously accepted Order or requesting transfer to an alternative Business Broadband Package (as provided in Clause 6.4) shall be deemed an amendment to the Agreement between the parties relating to the original Business Broadband Package ordered by the Customer, reflecting the version of these Terms in force at the date of such amendment. Further, any Minimum Period in relation to such amended Services or such alternative Business Broadband Package as referred to in (ii) shall be as set out in Clause 6.4.

2.4. The Customer warrants that it contracts as a business customer and not as a consumer and that all information provided by it during the Order process and/or during the term of the Agreement is complete and accurate in all respects and is not misleading.

2.5. When ordering Services, the Customer shall provide Fibrus with a valid email address which Fibrus will register, along with any other details relevant to the Customer’s account with Fibrus.

Fibrus will usually use this email address to contact the Customer though may also contact the Customer in writing at the Customer's billing address or by telephone on any mobile or fixed telephone number the Customer has provided to Fibrus. The Customer agrees to (i) keep such email address active and available; (ii) regularly check emails sent to such email address; and (iii) keep details in relation to its account with Fibrus up to date. Where it is no longer possible for the Customer to keep such email address active, it must register a new email address with Fibrus. The Customer can make any changes to its email information by contacting Business Support by telephone or email. The Customer will be treated as having read any email which Fibrus may send to the email address then currently registered in relation to the Customer's account with Fibrus.

### **3. SERVICES**

3.1. Fibrus shall provide each Service from the relevant Services Start Date for the Term on and subject to the terms of the Agreement.

### **4. EQUIPMENT**

4.1. Fibrus shall provide the Equipment, following acceptance of an Order, in accordance with Clause 2.3.

4.2. The Customer acknowledges and agrees that: (i) the Equipment remains the property of Fibrus, may be used only to access the Services and, other than in relation to returning any Equipment in accordance with Clause 4.4 or returning the Router in accordance with Clause 4.5, must be retained at the Premises during the term of the Agreement and thereafter, unless Fibrus agrees otherwise in writing and (ii) the Charges have been calculated on this basis. Other than in relation to the Router on termination of the Agreement, which should in such event be returned to Fibrus in accordance with Clause 4.5, and except as provided in Clause 4.4, if any Equipment is damaged or removed, the Customer will be liable to pay the then current cost of installation and/or Replacement Items Fee. For the avoidance of doubt, the Customer may not at any time (i) sell (either directly or indirectly), export, re-export or transfer the Equipment to anyone else or (ii) use the Equipment outside the UK. The Customer must promptly provide Fibrus with any information it requests in relation to the location of the Equipment.

4.3. The Customer shall not: (i) do anything or allow anything to be done at the Premises that may cause damage to or interfere with the Equipment or prevent use or easy access to it; or (ii) without prejudice to the generality of the foregoing, interfere or tamper with, sell, charge, mortgage or otherwise deal in or obstruct or remove or obscure notices attached to the Equipment nor allow any third party to do any of the foregoing.

4.4. In the event of a fault with the Equipment during the manufacturer's warranty period, the Customer may contact Business Support and return the relevant item as directed. Fibrus shall test and shall repair or replace the Equipment at no cost to the Customer save where Fibrus reasonably believes that there is no fault or that the fault is due to the act, omission or negligence of the Customer, in which event the Customer shall be liable for payment of a Replacement Items Fee.

4.5. On termination of the Agreement for any reason, the Customer shall return the router to Fibrus at the following address: Returns, Fibrus Networks Ltd., at Lanyon Plaza, West Tower, 8 Lanyon Place, Belfast, BT1 3LP. The Customer shall ensure that the router reaches Fibrus in good working order. If either Fibrus does not receive it within 14 days after the Agreement ends or does receive it but it is damaged or faulty, Fibrus may charge the Customer the full replacement value.

## 5. ACCESS TO PREMISES AND PERMITS

5.1. The Customer warrants that it is the current occupier of the Premises and either the freeholder of the Premises or a tenant under a lease with permission to install the Equipment at the Premises from the freeholder.

5.2. The Customer hereby: (i) grants to Fibrus a licence to perform such works as may be required to install apparatus ("Apparatus") (including but not limited to Equipment and additional equipment) at the Premises, to retain and use such Apparatus so-installed and to connect to, maintain, alter, replace and/or remove the same and (ii) agrees to grant access to the Premises for Fibrus, its employees, agents and/or contractors to inspect the Apparatus and perform the tasks set out in 5.2(i).

5.3. Fibrus shall cause as little disturbance at the Premises as reasonably practicable and shall repair, to the Customer's reasonable satisfaction, any damage occasioned by it.

5.4. The Customer shall follow any reasonable instructions given by Fibrus in relation to the Apparatus and shall ensure that a representative is present at the Premises whenever access is required.

5.5. The Customer shall comply with all applicable laws, including health and safety laws.

5.6. The Customer shall obtain any consent or permission that might be required from a third party to cross their land or install Equipment on their Premises, including procuring signature of a wayleave agreement in such form as Fibrus may reasonably require. Fibrus is not obliged to install or provide the Services unless all consents and permissions have been obtained. If the Customer fails to procure any necessary consent or permission, Fibrus may terminate the Agreement and in such event shall repay any Connection Charges less any costs incurred by Fibrus prior to the date of termination.

5.7. If Fibrus' performance of any of its obligations under this contract is prevented by any act or omission by the Customer Fibrus shall have the right to suspend performance of the Services until the Customer remedies the default and Fibrus shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Fibrus' failure or delay to perform any of its obligations as set out in these Terms and the Customer shall reimburse Fibrus for any reasonable costs or losses sustained or incurred by is arising from the default.

## 6. INSTALLATION AND CONNECTION

6.1. Connection to the Business Broadband Service takes place via a Fibrus socket. Our standard socket installation means our socket will be within 10 metres of your front door. If you want the socket in a place in one or more rooms at your premises, or you want to move or rewire an existing Fibrus socket, you'll need to pay the bespoke Fee (as described in our [Guide to Charges and Fees for Business Customers](#)). Our engineer will discuss this with you, including pricing prior to carrying out such work. You agree to pay these charges prior to any works being carried out. You agree to help and cooperate with us as reasonably required to connect you to our Services.

6.2. Following installation, save in relation to the Installation-only Service, Fibrus shall assign to the Customer a dynamic IP address which is free of charge. This IP address will be re-assigned to Fibrus, or to another Fibrus customer, if your Internet Service is disconnected or ended for any reason. If you want a static IP address, and there is one available, we may be able to offer you one, though you will have to pay an additional monthly charge.

6.3. The speed and performance of the Business Broadband Service will depend on several factors, some of which are outside Fibrus's control. The Business Broadband Service will operate at its fastest where the Customer uses an Ethernet cable to connect directly to its Fibrus socket (though there will be some loss of throughput speed). Fibrus does not warrant or represent that the connection will reach any given speeds or that maximum transmission speeds can be obtained at any given time. Fibrus shall use its reasonable endeavours to inform the Customer of

any issues affecting the Services and shall attempt to resolve them as soon as reasonably practicable.

6.4. The Customer may transfer its chosen Business Broadband Package to any other Business Broadband Package then available at the Premises and may add or remove the Telephone Service and/or add or remove Additional Telephone Packages from the Telephone Service in writing by email or letter). Any such transfer, addition or removal during the Minimum Period shall restart the Minimum Period from the date the Customer starts receiving the amended Service(s) under its existing Business Broadband Package or Service(s) under its new Business Broadband Package, as applicable. Where the Customer transfers to a different Business Broadband Package, the restarted Minimum Period shall be whichever is longer – the remaining time of the Minimum Period of the original Business Broadband Package or the full Minimum Period that applies to the new one.

6.5. If Fibrus fails to connect the Services in an Order for more than 30 working days following the date that Order is accepted in accordance with Clause 2.3, and such failure does not result from the act or omission of the Customer or such other circumstance outside the reasonable control of Fibrus, the Customer may terminate the Agreement in respect of the relevant Service(s) by written notice, such notice to be served at any time prior to such Service(s) being activated. In such event, any Charges already paid by the Customer in respect of such Service(s) shall be refunded to it.

6.6. The Customer agrees that any connection dates provided by Fibrus are estimates only. Fibrus shall not be liable to the Customer in contract, tort (including negligence or breach of statutory duty) or otherwise for any delay in installing or activating the Services or otherwise for any failure to achieve such dates.

6.7. Fibrus's sole obligation hereunder is to make the Services available to the Customer. In circumstances where Fibrus is not providing the Customer with any Equipment the Customer shall be responsible for ensuring it is able to access the Services including for ensuring that it uses a router or Ethernet cable capable of connecting to the Services. Fibrus shall have no liability to the Customer in contract, tort (including negligence or breach of statutory duty) or otherwise under or in connection with this Agreement for the Customer's failure to access the Services.

6.8. If the Services are disconnected or suspended for any reason, the Customer shall be liable to pay a Re-activation Fee.

## **7. MULTI-TENANTED DWELLINGS**

7.1. The following paragraphs apply where Fibrus is providing the Services to a landlord or building manager of a Premises in circumstances where the Landlord's tenants shall be making use of the Services (a "Landlord").

7.2. Fibrus' agreement with the Landlord is subject to and conditional upon the Landlord procuring that its tenants shall comply with these Terms in respect of their use of the Services and with the additional documents referenced in Clause 2.1

7.3. The Landlord acknowledges and agrees that Fibrus's obligation to provide the Services is owed to the Landlord and not to its tenants. Accordingly, the Landlord further agrees that: Fibrus shall accept no liability to the Landlord's tenants in relation to the Services and the Landlord hereby indemnifies Fibrus and holds Fibrus harmless in respect of any claims which brought by its tenants in respect of any losses arising in respect of the Services.

7.4. Fibrus may agree with the Landlord that the Landlord's tenants can report faults with the Service to Fibrus directly. If Fibrus incurs additional costs in investigating and fixing faults or conducting works at the Landlord's tenant's direction Fibrus may invoice these amounts to the Landlord directly. In such case, the Landlord agrees to pay such amounts in accordance with these Terms. This Clause is without prejudice to the provisions of Clause 7.3.

## 8. PAYMENT TERMS AND CHARGES

8.1. The Customer shall pay the Charges and any VAT that may apply in relation to them in accordance with this Clause 8. The Charges are as agreed in the terms of the relevant Order or, if not so agreed, as stated on the Website or in the [Guide to Charges and Fees for Business Customers](#), as amended or updated from time to time in accordance with Clause 20.

8.2. All recurring Charges are payable from the relevant Services Start Date and shall be collected (along with any applicable VAT) in advance on a monthly basis. Call Charges will be collected (along with any applicable VAT) in arrears. If possible, Call Charges will appear on the immediately subsequent invoice, but they may instead be included on a later invoice. One-off charges (along with any applicable VAT) are payable as incurred.

8.3. The amount set out in an invoice (which shall include any applicable VAT) will be debited from the Customer's bank account (as agreed when the Order was placed), 10 Business Days after the invoice date.

8.4. All invoices will be issued via email 10 Business Days prior to the due payment date.

8.5. When the Customer places an Order, it must provide its bank account details and agree to pay invoices in respect of its Services by direct debit. The Customer shall pay all Charges by direct debit only save that the Customer may use a Fibrus-approved debit or credit card to pay for an Installation-only Service or (at Fibrus's request) to make an interim payment relating to Call Charges incurred. The Customer shall notify Fibrus immediately of any change in the bank details it previously notified to Fibrus in connection with its Services. Fibrus may charge a £10 "Direct Debit Return Fee" by way of compensation for any direct debit payments which are not honoured for any reason.

8.6. The Customer shall pay all sums due in full on or prior to the due date, as provided in Clause 8.3. No deductions or withholdings are permitted except as required by law.

8.7. Without limiting any other remedies available to Fibrus, Fibrus may charge interest on overdue amounts from the due date until payment in full (whether before or after judgment) at the annual rate of 4% per annum above the base rate of Barclays Bank plc from time to time but at 4% a year for any period when that base rate is below 0%.

8.8. Fibrus may from time to time in its sole discretion restrict the Services based on the Call Charges incurred by the Customer each month. Fibrus shall notify the Customer if it is likely to exceed any cap set by Fibrus in relation to Call Charges (and previously notified to the Customer by Fibrus) in any month and the Customer shall then have the option of paying a portion of the Call Charges incurred that month by credit card to avoid suspension of the Telephone Service.

8.9. Calls to Business Support will be charged at local call rates which will be free of charge at evenings and weekends using the Telephone Service and free always using the "Anytime" Telephone Package. Charges from other networks may vary.

8.10. If the Customer disputes the amount of any invoice, it shall notify Fibrus forthwith and shall pay any amounts not disputed. Fibrus will not suspend or end the Services while it investigates any dispute notified to it as provided in this Clause 8.10.

8.11. All prices shown on the Order, on the Website at <https://www.Fibrus.com/business> and in the [Guide to Charges and Fees for Business Customers](#) are exclusive of VAT, which may be charged as applicable and shall be payable as provided in this Clause 8.

## 9. SERVICE INTERRUPTIONS

9.1. Fibrus may from time to time (i) alter, interrupt, suspend or make changes to the Services for operational or technical reasons; (ii) make changes to area codes, phone or access numbers;



and/or (iii) make changes to technical specifications, including limits for transferring information which are associated with the Services.

9.2. Fibrus shall take all reasonable steps to minimise the effect of any interruptions or disruptions and try to restore the Services as soon as reasonably possible but the Customer acknowledges and agrees that: (i) it is technically impossible for Fibrus to provide an uninterrupted or fault-free Service; (ii) no warranty or representation is made in respect of the same; and (iii) all implied terms and conditions to such effect are excluded. If Fibrus makes any of the changes mentioned in Clause 9.1 or will need to suspend its Services for any of the reasons mention in Clause 9.1, Fibrus will try to notify the Customer of this, where the Services will be significantly affected.

9.3. Fibrus commits to remedy all faults in relation to its Services ("Faults") within 24 hours of the Customer reporting the same. The Customer shall report all Faults by telephoning or emailing Business Support, giving details of the Fault, with enough information for Fibrus to identify the Customer and Services affected. The remedy time is calculated from the time a Fault is reported in accordance with this Clause 9.3 and ends when Fibrus closes its maintenance log concerning such Fault.

9.4. Subject to Clauses 9.5 and 9.6, in the event that Fibrus fails to remedy any reported Fault within the period stated in Clause 9.3, it shall grant the Customer a single credit for that reported Fault of half the monthly line rental amount as determined by your package (unless the parties agree otherwise in writing), such credit to be applied by Fibrus against the Rental Charges. The Customer agrees that such payment represents the Customer's sole remedy and Fibrus's sole liability in contract, tort (including negligence) or otherwise for any breach of Clause 9.3, for Faults and for any other failures in the Services.

9.5. The SLA set out in Clauses 9.3 and 9.4 shall not apply: (i) to a Fault caused by Force Majeure or by anyone other than Fibrus (including without limitation Faults caused by the action or inaction of the Customer or of a third party supplier) or to a failure within equipment provided by the Customer or otherwise outside the Network; (ii) if, following reporting of the Fault, Fibrus is unable to contact the Customer or the Customer does not provide access to the Premises when reasonably required or is unavailable to take delivery of a replacement router or fails to provide such other assistance as Fibrus may reasonably require; (iii) if Fibrus's failure to remedy a Fault within the agreed remedy period is due to Force Majeure; or (iv) if Fibrus is unable to find a Fault or the Customer cancels the Fault report prior to the Fault being remedied.

9.6. To be eligible for a credit (as detailed in Clause 9.4), the Customer must notify Fibrus by telephoning or emailing Business Support, or by such other method as Fibrus may from time to time permit or require as stated on the Website within 30 days from the date the reported Fault is remedied, giving details of that Fault. The Customer may only claim 1 credit per reported Fault or series of connected reported Faults.

## **10. MOVING PREMISES**

10.1. The Customer shall notify Business Support if it is planning to move to new premises. Fibrus can only provide its Services at such new premises if these are already set up to be connected to Fibrus's Network at the time of the move. If Fibrus does provide its Services to the Customer at the new premises, Fibrus will be entitled to treat the Customer as a new Customer. This means that the Customer will have to go through the ordering process again and may be liable to pay a Connection Charge and Installation Fee in relation to Fibrus's provision of Services at such new premises. The Customer may, however, be able to use the Equipment previously provided by Fibrus. The Customer should note that it may not be able to retain its existing telephone number at the new premises. Where the Customer requests (and Fibrus can provide) Services at the new premises, Fibrus will provide further information regarding the applicable Charges during the relevant ordering process.

10.2. If Fibrus cannot provide its Services at the new premises, the Customer may terminate the Agreement in accordance with Clause 11.4 below and the provisions of that Clause shall apply to such termination.

## **11. TERM OF AGREEMENT, SUSPENSION, RESTRICTION AND TERMINATION**

11.1. As provided in Clause 2, the Customer offers to purchase Services on these Terms when it submits an Order and the Agreement between the parties starts on the date Fibrus accepts the Order.

11.2. The Services shall be provided with effect from the relevant Services Start Date. Fibrus may terminate the Agreement in relation to any Services without liability at any time prior to the Services Start Date: (i) if the Customer fails a credit check; (ii) if the bank, debit or credit card details provided are not valid or incorrect; (iii) if the Customer fails to pay any Charges when due; (iv) if the Customer has previously misused services provided by Fibrus; (v) if Fibrus is unable to provide the Services to the Premises for any reason; or (vi) for any other reason at its sole discretion. If Fibrus terminates the Agreement as provided in this Clause 11.2 other than as a result of the Customer's act or omission including for the reasons set out in (i) to (iv) in the preceding sentence, any Charges paid by the Customer in respect of the relevant Services shall be refunded.

11.3. The Customer may cancel the Services at any time prior to the relevant Services Start Date, subject to payment of the Order Cancellation Fee.

11.4. The Customer may terminate the Agreement or any Service at any time on 30 days' written (by email or letter) notice, such 30 day period to run from receipt by Fibrus of the same, provided that termination during the Minimum Period of any Service shall be subject to payment of the Service Termination Fee in respect of that Service as detailed in the [Guide to Charges and Fees for Business Customers](#).

11.5. Cancellation of a Service which formed part of a bundled package offer and provided a reduced Charge for the total package of Services, may effect a change in the Rental Charge for the remaining Services. Termination or cancellation of the Agreement in respect of the Business Broadband Service shall automatically affect a cancellation or termination of the Telephone Service and any Additional Services provided in conjunction with that Business Broadband Service.

11.6. Fibrus may terminate the Agreement and any other agreement between the parties in respect of some or all Services or, at its option, restrict or suspend some or all the Services immediately without notice if:

11.6.1. the Customer fails to pay, by the due date, any money owed (although Fibrus will provide notification to the Customer's current registered email address prior to taking this action) or cancels the direct debit for the Services without agreeing another form of payment;

11.6.2. the Customer misuses any of the Services in contravention of the [AUP](#);

11.6.3. in relation to the Telephone Service, the Customer exceeds any account cap (set by Fibrus and already notified to the Customer), in which case the Telephone Service may be suspended or restricted.

11.6.4. Fibrus has reason to believe that the Customer has provided false, inaccurate, or misleading information in connection with the Agreement.

11.6.5. Fibrus has reason to believe that the Customer or any user of the Services has committed, or may be committing, a fraud by using the Services or the Equipment (or both).

11.6.6. a Customer representative acts towards Fibrus's staff or agents in a manner that Fibrus considers inappropriate.

11.6.7. any permission or authorisation under which Fibrus is entitled to connect, maintain, modify, or replace the Equipment or provide the Services is suspended or ends for any reason.

11.6.8. in Fibrus's reasonable opinion, it is necessary to do so for Fibrus to comply with an order, instruction or request of Government, an emergency services organisation or other competent administration or regulatory authority.

11.6.9. in Fibrus's reasonable opinion, it is necessary to do so for security, technical or operational reasons.

11.6.10. on 30 days' written notice, for any other reason without cause.

11.7. Fibrus may suspend the Services if there is an increase in the number of calls or Call Charges which is inconsistent with previous usage. Fibrus will endeavour to contact the Customer prior to suspending the Services but will not be liable in contract, tort (including negligence or breach of statutory duty) for any loss arising from such suspension. Fibrus will reinstate the Services once it is satisfied that the Customer is aware of and will pay the Charges for the increased usage. Fibrus may also: (i) require payment of a deposit as security for the Charges or (ii) prevent the Customer from making international calls and/or premium rated calls if in Fibrus's reasonable opinion they form a significant proportion of the Charges.

11.8. Either party may terminate the Agreement on 30 days' written notice to the other if:

11.8.1. there has been a material breach of the Agreement by the other party which is not remedied within 30 days of a written notice requiring such remedy.

11.8.2. an event, outside Fibrus's reasonable control, prevents continued provision of the Services for a single period of more than 30 days.

11.8.3. the other party is unable to pay its debts (within the meaning of section 103 of the Insolvency (Northern Ireland) Order 1989); becomes insolvent or bankrupt; is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction); makes an application to a court of competent jurisdiction for protection from its creditors generally; has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets; enters into or proposes any composition or arrangement with its creditors generally; or if any legal action is taken or threatened against the other's property or either party is subject to any analogous event or proceeding in any applicable jurisdiction.

11.9. The restriction or suspension of Services under this Agreement shall not relieve the Customer of its obligation to pay the Charges. If Fibrus terminates the Agreement in accordance with this Clause 11 or otherwise in accordance with the Agreement (other than without cause) it may invoice the Customer for and the Customer shall pay either (i) the Service Termination Fee if the Customer is within the Minimum Period with respect to such Services or (ii) if the Customer is not within such Minimum Period, an amount equal to what the Customer would have to pay for those Services if it were still receiving them for a further 30 days after the date they were terminated.

11.10. Termination of the Agreement shall not affect: (i) any obligations or rights of the parties which arose or accrued prior to, or which expressly survive, termination of this Agreement or (ii) the continuation in force of Clauses 4.2, 4.3, 4.5, 5.2- 5.4, 7.3, 8, 9.2, this Clause 11.10, 12.3, 14, 16.4-16.7 and 19.

11.11. Unless Fibrus provides written consent to the contrary, the Customer acknowledges and agrees that: (i) the Service is provided for use at and within the Premises only; (ii) the Customer shall not resell the Service to other persons whether for profit or otherwise and shall not charge other persons for use of the Service; and (iii) the Customer shall not use the Service to operate as an Internet service provider or to operate any server services to other persons (this includes without limitation HTTP/web, SMTP/mail and FTP/file transfer services).

## 12. USE OF THE SERVICES

12.1. The Customer shall ensure that all use of the Services is always compliant with the [AUP](#). The Customer hereby indemnifies Fibrus in respect of (i) all third party claims, actions or proceedings brought or threatened against Fibrus arising in connection with the use or misuse of the Services or any breach or contravention of these Terms or the Agreement (“Claims”) and (ii) all costs (including legal costs), losses and damages arising in connection with such Claims.

12.2. In relation to the Telephone Service the Customer agrees that: (i) it shall not advertise its phone number in or on a public phone box or use the Telephone Service to make nuisance or hoax calls; (ii) it does not own the phone number and that it will not transfer it to anyone else or try to do so; (iii) Fibrus may give the Customer’s contact details to the emergency services (and to any other relevant public authorities (as specified by Ofcom) in the event of disaster) and also (if the Customer requests Fibrus in writing to have its telephone number included in any phone books or available through directory enquiries) to other authorised public communications operators and regulated directory service providers. The Customer agrees that Fibrus cannot accept liability for any failure by authorised public communications operators and regulated directory service providers, to whom it provides information to comply with the Customer’s listing request.

12.3. The Customer shall keep all security information safe and promptly inform Fibrus of any improper disclosure of such security information or unauthorised use of the Services. Fibrus shall have no liability to the Customer in contract, tort (including negligence or breach of statutory duty) or otherwise for any costs, losses or damages caused by a third party gaining access to the Services, the Equipment or any equipment, software or data provided by the Customer.

12.4. The Customer shall ensure that any equipment and software used by it in connection with the Services and/or connected to the Network complies with all Applicable Laws and bears the European Consumer Equipment Standards 'CE' mark, is compatible with the Equipment and that the Customer has all necessary licenses required in connection with such use and connection.

## 13. SPECIAL PROVISIONS RELATING TO THE TELEPHONE SERVICE

13.1. In relation to the Telephone Service, the Customer understands and agrees that the Telephone Service is dependent on the Customer’s connection to the Network and on the provision of power to the Equipment. The Customer hereby acknowledges that it does not maintain a mains (240 volt AC) power supply to the Equipment the Equipment shall not function. If either the power supply fails or there is a failure of the Network, the Telephone Service will not function. Further details can be found on the Website

13.2. The Telephone Service allows calls to the emergency services numbers 999 and 112 but calls to these services will fail if there is a power cut or if the Business Broadband Service connection fails. The Customer understands and agrees to explain this to anyone who may use the Telephone Service. The Customer further understands and agrees that it will always have another way to call 999/112 emergency services from the Premises (whether by using the existing copper wire telephone line to the Premises or another suitable alternative method).

13.3. Fibrus will register the Customer’s location to allow the emergency services to locate the Customer on receiving a 999/112 call.

13.4. Fibrus shall take all reasonable steps to assist the Customer in porting its telephone number from another provider’s network to the Network (subject to the Customer notifying Fibrus of its request to port such number, during the Order process) or from the Network onto another provider’s network, in each case provided that no Charges are then outstanding. On occasion, porting of a telephone may not be possible, and the Customer agrees that it understands this.

13.5. Once a Customer makes a number porting request, the new and old network providers work together to prepare the new network for the Customer’s number and will take the necessary steps (the “Activation Steps”) to achieve this. The date that the old and new network providers agree that the Activation Steps have been carried out, is the “Porting Date”. Where the Customer is moving its telephone number to the Network, Fibrus will notify this Porting Date to the

Customer by email (at the address the Customer provides on its Order). Fibrus shall aim to port the Customer's number and have it working within 2 Business Day of the Porting Date.

13.6. If the Customer wishes to use the Telephone Service before its telephone number has been ported to the Network, Fibrus may provide the Customer with a temporary telephone number. The Customer may use this temporary telephone number with the Telephone Service until the porting of the Customer's old telephone number has occurred.

13.7. If, after notifying the Customer of the Porting Date, Fibrus finds out that the Activation Steps have not in fact been completed, Fibrus shall agree a new Porting Date with the Customer's old network provider, which shall similarly be notified to the Customer by email and shall replace the previous Porting Date. Where the Porting Date is changed in this way, the Customer may not treat this as a delay or abuse of number porting and Fibrus shall not be required offer the Customer the compensation detailed in Clause 13.8, in respect of the Porting Date change.

13.8. In the event that Fibrus (i) delays the porting of a Customer's telephone number for more than 2 Business Day after the Porting Date (which shall mean the last Porting Date emailed to the Customer, where the Customer's telephone number is being ported to the Network) or (ii) otherwise commits an abuse of porting, upon receipt of a valid and genuine claim, Fibrus shall provide reasonable compensation in accordance with its "Number Porting Compensation Scheme" (details of which, along with how compensation may be claimed, are set out in the Complaints Code of Practice). Any compensation awarded pursuant to the Number Porting Compensation Scheme is in full and final settlement of any claim the Customer may have against Fibrus (now or in the future) in respect of the delay and/or abuse in porting.

13.9. All calls made using the Telephone Service are subject to the [AUP](#). Fibrus reserves the right to impose limits on calls, apply additional charges or suspend or terminate access to the Services if it reasonably believes the Customer is in breach of the [AUP](#). It may also record calls to ensure the Service is used in accordance with the [AUP](#).

13.10. The Customer can make unlimited free calls to certain UK and ROI destinations for mobile and landlines. To be free of charge, these calls should be within what Fibrus reasonably expects from the Customer as a small business (with 10 or fewer employees) customer, using our telephone service at home or for "Home Working" or as a regular business customer, as applicable.

13.11. All numbers the Customer dials, beginning in 0500, 0800 or 0808, stay free for the whole length of the call.

13.12. Certain types of call are not included in the free calls described above. Fibrus will charge you for these at our standard rates. Such calls include (but are not limited to):

- i. calls to the Channel Islands (e.g. numbers beginning in 01534 and 01481);
- ii. all international calls (e.g. all numbers beginning in 00 except 0044 (UK) & 00353 (ROI));
- iii. all Premium Rate Service calls (e.g. all numbers beginning in 09);
- iv. calls to Number Translation Services (e.g. numbers beginning in 0845, 0870, 0871, 0844); and
- v. all directory enquiry services beginning in 118;

13.12. Fibrus' telephone service must not be used for (i) autodialling, (ii) continuous or extensive call forwarding or call diversion, (iii) fax or voicemail broadcasting or (iv) continuous or extensive incoming-only calls.

13.13. Fibrus can immediately stop or change the Customer's telephone service if it thinks the Customer is not using it in a normal way.

13.14. All Fibrus call charge rates are published in its Guide to Charges and Fees for Business Customers.

13.15. If Fibrus reasonably considers that the Customer's use of its telephone service (including, but not limited to, the total number of calls the Customer makes to UK numbers) is excessive and/or unreasonable, it can, at its discretion, limit the free calls the Customer can make to UK

numbers. Fibrus can also, at its discretion, charge the Customer, at its standard rate, for all the calls the Customer makes to UK numbers, which it thinks are excessive compared to the number of calls Fibrus would expect of a small business (with 10 or fewer employees) customer, using its telephone service at home or for home working or as a regular business customer, as applicable.

13.16. Before Fibrus starts charging the Customer for calls which would normally be free, it will notify the Customer by phone or email (using the contact information the Customer have provided to Fibrus). Fibrus' call charge rates are published in its Guide to Charges and Fees for Business Customers.

## **14. LIABILITY**

14.1. Fibrus's duty in performing its obligations hereunder is to exercise the reasonable care and skill of a competent service provider only. Fibrus gives no warranty that (i) the Services will be free of Faults or uninterrupted or (ii) the Equipment will never be faulty.

14.2. Subject to Clause 14.5, neither Fibrus nor any other company in Fibrus's group (nor any person connected with Fibrus or such other company) shall be liable in contract, tort (including negligence and breach of statutory duty) or otherwise under or in connection with this Agreement for any indirect or consequential loss or damage or for any of the following whether direct or indirect and whether or not reasonably foreseeable: (i) loss of income or revenue; (ii) loss of business or opportunity; (iii) loss of profits or contracts; (iv) loss of anticipated savings; (v) loss, corruption or the release of data (including personal data), information or software; (vi) loss of goodwill; (vii) the cost of procuring substitute goods or services; (viii) wasted management or office time; (ix) losses from the Customer breaching the Agreement or using the Services in a manner that breaches the Agreement; (x) loss or damage caused by malware or the unauthorised use of the Services on any of the Customer's devices (or those of any other user of the Services); (xi) losses from the failure of safety, security or other alarm system due to their incompatibility with the Services or for any other reason for which Fibrus is not at fault; (xii) loss or damage from the Customer using any equipment not supplied by Fibrus; (xiii) claims against Fibrus arising from the breach of any implied term, condition or warranty, to the extent these can be excluded by law.

14.3. Subject to Clause 14.5, Fibrus shall not be liable in contract, tort (including negligence and breach of statutory duty) or otherwise under or in connection with the Agreement for any loss or damage incurred by the Customer or any user of the Services or the Website in connection with the use, inability to use, or results of the use of the Services, the Equipment or additional equipment or Website, any websites linked to it or accessed through the Network and any materials posted on the Website or any such other websites, including losses from delays or interruptions to the Services, irrespective of whether any such loss or damage was foreseeable save that this Clause 14.3 shall not preclude claims for loss of or damage to tangible property arising from Fibrus's negligence.

14.4. Subject to Clause 14.5 and save as expressly set out in these Terms, Fibrus's aggregate liability to the Customer in contract, tort (including negligence and breach of statutory duty) or otherwise under or in connection with the Agreement for any claims arising in any calendar year shall not exceed 125% of the Charges due in that calendar year.

14.5. Nothing in the Agreement shall limit or exclude Fibrus's liability for (i) death or personal injury arising from its (or its employees', contractors' or agents') negligence; (ii) fraudulent misrepresentation or misrepresentation as to a fundamental matter; or (iii) any other liability which cannot be excluded or limited under Applicable Law.

14.6. Except as set out in Clauses 14.1 to 14.5, Fibrus accepts no liability for loss or damage caused by a person other than the Customer accessing the Customer's connection to the Services, any computer or device of the Customer, the Equipment or any related equipment (including additional equipment) or accessing, destroying or distorting any data or information held by Fibrus.

14.7. Fibrus is not liable for goods or services supplied to the Customer (or to any other person using the Services) under a separate agreement with another supplier, even if they were acquired through the Network.

14.8. The Customer shall always be under a duty to mitigate any losses suffered by it.

## 15. FORCE MAJEURE

15.1. Fibrus shall not be liable for any delay in or failure to perform its obligations under the Agreement, which is attributable to Force Majeure.

## 16. OTHER GENERAL PROVISIONS

16.1. Failure by either party to exercise or enforce any right conferred by the Agreement or at law or in equity shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof or of any other right or remedy on any later occasion. Except as expressly provided, remedies shall be deemed cumulative and not exclusive.

16.2. The Customer shall not assign or delegate all or any of its rights and obligations under the Agreement without Fibrus's prior written consent.

16.3. The Customer acknowledges and agrees that Fibrus may make enquiries about the Customer for credit reference purposes, including searching records held by Experian, Equifax and/or any other credit reference agency or fraud protection scheme. Fibrus shall hold any data relating to the Customer it obtains from such enquiries in accordance with the [Privacy Policy](#).

16.4. The Customer shall keep confidential all non-public information disclosed to it concerning Fibrus and its business. Fibrus shall use and retain information provided by the Customer in accordance with the [Privacy Policy](#).

16.5. Each term of the Agreement shall be treated as a separate provision. If a court, arbitrator, or any government agency stipulates that any part of the Agreement is unenforceable, unreasonable, or invalid, the remaining provisions of the Agreement will still be valid and enforceable.

16.6. No third party is entitled to enforce any term under the Agreement under the Contracts (Rights of Third Parties) Act 1999.

16.7. The Agreement sets out the entire agreement between the parties relating to the provision of the Services and supersedes all previous agreements and understandings with respect to such provision. The Customer acknowledges that it does not enter into the Agreement in reliance on any representation not contained in this Agreement and in the event of actionable misrepresentation (other than fraudulent misrepresentation) the only remedy available shall be a claim for breach of contract. All conditions, warranties and other terms which might otherwise be implied by law or equity are hereby excluded.

## 17. NOTICES

17.1. The Customer may contact Fibrus in any of the following ways:

(i) by emailing Business Support at [customerservice@Fibrus.com](mailto:customerservice@Fibrus.com); or

(ii) by telephoning Business Support on 02890 933230; but

(iii) where the Agreement specifies that the Customer should contact Fibrus by letter, the Customer should write to Fibrus at: "Fibrus Business Support, Lanyon Plaza, West Tower, 8 Lanyon Place, Belfast, BT1 3LP"

17.2. The Customer shall post any notices or other communications required under the Agreement to Fibrus at the address in (iii) above, even where the Customer has notified Fibrus of the same, in another manner.

17.3. Fibrus may contact and serve notices on the Customer by email at the email address provided during the Order process. It may also use the Customer's postal address, mobile or fixed phone number as it deems appropriate.

## 18. COMPLAINTS

18.1. Fibrus has a procedure for handling complaints relating to breaches of the Agreement. Complaints should be made by email to [customerservice@Fibrus.com](mailto:customerservice@Fibrus.com) but can also be made by contacting Business Support on 02890 933230. However, a Customer should note that where it has made a complaint by telephone, it must also confirm all relevant information in writing (by email or letter), for Fibrus to investigate the complaint properly.

18.2. Any Customer which is a "small business" (one with 10 or fewer employees), should note that Fibrus has a specific procedure for handling complaints from its individual and small business customers. Details of this are set out in the [Complaints Code of Practice](#). If Fibrus is unable to resolve any complaint or dispute that such a small business Customer may have in relation to Fibrus and/or its Services, that Customer may refer the matter to Ombudsman Services, an independent dispute resolution service, which will be free for such Customer to use. Any such small business Customer should note that Ombudsman Services will only deal with their complaint or dispute after that Customer has already followed Fibrus's internal complaints procedure in full. Further details relating to Ombudsman Services are set out in the [Complaints Code of Practice](#).

18.3. To report any illegal or unacceptable use of the Services, the Customer should email [customerservice@Fibrus.com](mailto:customerservice@Fibrus.com), providing full contact details and as much evidence as possible to assist Fibrus in investigating the matter (such as a copy of the message and/or headers, the full URLs or log files showing any unauthorised account access).

## 19. JURISDICTION AND APPLICABLE LAW

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Northern Ireland. Subject to Clause 18.2 above, the Northern Irish courts shall have exclusive jurisdiction over any claim arising from, or related to, the Agreement.

## 20. CHANGES TO THE CHARGES, THESE TERMS, AND/OR THE SERVICES

20.1. Fibrus may at any time and from time to time amend the Agreement (including without limitation varying the Charges and making changes to the Services) by publishing such changes on the Website. Subject to Clause 20.2, such changes shall become binding on both parties upon such publication.

20.2. Fibrus shall give the Customer not less than 30 days' written notice via email of any increase in the Charges or any other change to the Agreement or the Services which might reasonably be regarded as being to the Customer's material detriment ("Changes"). In such event, the Customer may terminate the Agreement in respect of the Service(s) affected, without incurring any Charges for so terminating, as long as such Customer gives Fibrus written notice (by email or letter) of its wish to terminate such Services, within 30 days of receiving Fibrus's email notice relating to the relevant Change(s).



20.3. If Fibrus needs to amend the Charges or these Terms to reflect matters outside Fibrus's control (for example, to meet legal, regulatory or financial requirements) Fibrus will give as much notice of such changes as reasonably possible and the Customer shall not be entitled to the additional right of termination set out in Clause 20.2.

## **21. DATE**

These Terms are effective from 1<sup>st</sup> of May 2020