

Fibrus Residential Customers - Terms & Conditions

These terms & conditions apply to Customers whose contracts start on or after 1st August 2024

When you become a Fibrus customer, you are entering into a legal contract with Fibrus – your **Agreement**. Please take time to read these Terms & Conditions (**these Terms**) as they form part of your **Agreement** with us.

If you would like a copy of this document in a different format such as braille or large print, please contact our Customer Support in [Section 20](#) below.

For ease of reference, if a word is in **bold** it either has a particular meaning or links to a document. If you click on the word, it will take you to the **Definitions** in [Section 22](#) at the end of this document or provide you with a link to the relevant document.

Any reference to “we”, “us” or “our” in these Terms means: (i) for customers in Great Britain - Fibrus Networks GB Ltd, company number 13609662 with its registered address c/o Buckingham Corporate Services Limited First Floor at 85 Great Portland Street, London, United Kingdom, W1W 7LT; and (ii) for customers in Northern Ireland - Fibrus Networks Ltd, company number NI612703 with its registered address at Lanyon Plaza West Tower, 8 Lanyon Place, Belfast, Northern Ireland, BT1 3LP. Any reference to “you” or “your” in these Terms means you, the customer.

In addition to the documents that make up your **Agreement** with us, there are a number of other important documents and pages on our Website which explain more about the services we provide and your rights in relation to them. You can find those documents using the following links:

- [Frequently Asked Questions – FAQs](#)
- [Price Guide](#)
- [Products and Services Guide](#)
- [Installation Guide](#)
- [Line Speed Guide](#)
- [Vulnerable Customers Policy](#)
- [Switching Policy](#)
- [Complaints Code of Practice](#)
- [Processing Notice \(Customer\)](#)
- [Cookie Policy](#)
- [Acceptable Use Policy](#)

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1. Placing your Order and your Agreement

- 1.1 You can order our [Services](#) and [Equipment](#):
- Online: at our [Website](#) by following the on-screen instructions.
 - By phone: by calling [Customer Support](#) in [Section 20](#), who will guide you through and help you complete the order process.
 - In person: by completing and submitting an electronic form with one of our field sales team, who will similarly take you through the order process.
- 1.2 Your [Agreement](#) is legally binding and consists of the following:
- these [Terms](#);
 - your [Order Confirmation](#);
 - our current [Price Guide](#);
 - the [Contract Summary](#); and
 - the [Contract Information](#).
- 1.3 By entering into the [Agreement](#), you confirm that:
- you are at least 18 years old when you place your [Order](#) with us;
 - all information you have provided during the ordering process is complete and accurate, and you have not provided any information which is incorrect or misleading; and
 - you are the current owner-occupier of the property or are the tenant under a lease with legally binding permission from the owner to install our [Equipment](#) there; and
 - you are intending to use the [Services](#) and/or the [Service Equipment](#) for personal use and not for commercial or business use, other than for [Home Working](#).

2. Start & duration

- 2.1 Your [Agreement](#) with us starts on the date stated in our [Order Confirmation](#).
- 2.2 Your [Services](#) will begin on the [Services Start Date](#).
- 2.3 Your [Agreement](#) will be for a minimum length of time from the [Services Start Date](#), known as the [Minimum Term](#).
- 2.4 When the [Minimum Term](#) ends, we will continue to provide the [Services](#) to you, and the [Charges](#) will change to our then out of contract monthly prices as set out in our [Price Guide](#).
- 2.5 [Section 14](#) provides details of how either you or us may end your [Agreement](#). If your [Agreement](#) is ended during the [Minimum Term](#), you may have to pay us a [Termination Fee](#), details of which are also to be found in [Section 14](#).
- 2.6 A new [Minimum Term](#) will be required if you decide to upgrade your [Services](#) during the [Minimum Term](#).
- 2.7 During the [Minimum Term](#), you will not be able to downgrade your [Services](#) or to shorten the [Minimum Term](#), except by ending your [Agreement](#).

3. Changing your mind during the Cooling-Off Period

- 3.1 If you change your mind about our [Services](#), you can cancel your [Agreement](#) during the [Cooling-Off Period](#). You do not need to give a reason.
- 3.2 [If you have ordered an [Add-On](#) separately, for example after the commencement of the [Services Start Date](#), then the provisions of this [Section 3](#) will apply separately to the [Add-On](#).]
- 3.3 To cancel your [Agreement](#) (or as the case may be, the [Add-On](#)), please contact our [Customer Support](#).

- 3.4 Your notice will only be effective from, and your [Services](#) will be cancelled on, the date we receive your notice telling us.
- 3.5 If we have already started providing the [Services](#), you will have to pay:
- any [Installation Fee](#);
 - the [Charges](#) for the period that the [Services](#) were made available to you;
 - [Call Charges](#); and any
 - [Activation Charge](#).
- 3.6 Please note that you may also have additional obligations under the following provisions:
- [Section 4.5](#): for any costs related to a [Non-Standard Installation](#) you have asked us to carry out for you; and
 - [Sections 5 and 12](#): for the cost of repair or replacement of damaged [Service Equipment](#) provided by us.
- 3.7 We will deal with any payments you owe us or refunds we owe you in accordance with [Section 14](#).

4. Installation

- 4.1 After we send you an [Order Confirmation](#), we will get things ready to complete your [Installation](#) and connect you to our [Network](#). We will agree an available date for completion of your [Installation](#).
- 4.2 If you need to change or cancel your [Installation](#), you must give us notice not less than two [Working Days](#) beforehand, or we reserve the right to charge a missed appointment fee, as set out in our [Price Guide](#). Similarly, if we need to change your appointment, we will use our reasonable endeavours to give you notice of not less than least two [Working Days](#) beforehand.
- 4.3 We recommend that you do not terminate your existing broadband or telephone provider until the [Installation](#) is completed and your [Services](#) have been activated.
- 4.4 As part of the [Installation](#), we may first need to carry out work to bring our [Network Equipment](#) to the exterior of your [Home](#). We will determine the most appropriate type of [Installation](#) beforehand. Our [Standard Installation](#) charge is set out in the [Price Guide](#), and the most appropriate type of [Standard Installation](#) will be determined by us beforehand.
- 4.5 If a [Standard Installation](#) is not possible or if you turn down our [Standard Installation](#) because you have personal preferences or requirements, then we may offer a [Non-Standard Installation](#) in accordance with our [Non-Standard Installations & Self-Build Terms & Conditions](#).
- 4.6 To complete the [Installation](#), we will bring the necessary [Equipment](#) with us, and ordinarily aim to complete the [Installation](#) and activate your [Services](#) during one appointment. We may send you [Service Equipment](#) for you to install yourself, and if so, we will also include instructions to help you.
- 4.7 We may need access to your [Home](#) to complete the [Installation](#), and during which we will follow our standard operating practices and our [Installation Guide](#). If, however, you have particular requirements which require extra work and/or [Equipment](#), you may have to pay us an [Installation Fee](#). We will discuss this with you in advance, and the extra work will be completed if you agree to pay the [Installation Fee](#), otherwise we will only complete the [Installation](#) in accordance with our standard operating practices and our [Installation Guide](#).
- 4.8 If the work involves a [Non-Standard Installation](#), or if we carry out work outside our standard operating practices or our [Installation Guide](#), or if we encounter unexpected problems, then the [Installation](#) may be completed over different days, in which case more than one

appointment will be necessary. We will tell you about any additional dates for completion of your [Installation](#).

- 4.9 We are not responsible for connecting any [Equipment](#) that has not been supplied by us. We may offer you guidance, although you are solely responsible for connecting your own [Equipment](#) and for assessing the suitability and compatibility of your [Equipment](#) with any of our [Equipment](#) and accept that it may affect the performance of the [Services](#).

5. The Equipment

- 5.1 Any [Equipment](#) supplied or installed by us or on our behalf in the provision of our [Services](#) is owned by us or our service providers and must remain at your [Home](#) at all times.
- 5.2 You remain responsible for any [Equipment](#) under your care under [Section 9](#) below.
- 5.3 When your [Agreement](#) ends (for whatever reason):
- the [Network Equipment](#) will remain at your [Home](#), and it is not to be returned or removed; and
 - the [Service Equipment](#) will need to be returned to us, unless we tell you otherwise - for example, that it should remain at the property for a new customer, or that you can take the [Router](#) and [Battery Backup Unit](#) with you because you will continue to be our customer at a new address.
- 5.4 The [Service Equipment](#) will also need to be returned to us in [Section 12](#) if it is faulty or defective.
- 5.5 We may arrange to collect the [Service Equipment](#) from you, and if we provide you with packaging, you should put the [Service Equipment](#) into the packaging before we collect it. Otherwise, we will send you some pre-paid packaging for you to return the [Service Equipment](#) in. Your return will be complete when we collect or receive the [Service Equipment](#).
- 5.6 We will inspect any [Equipment](#) returned and we will repair or replace any faulty or defective [Equipment](#), as needed. This will be free of charge unless you are in breach of your responsibilities under [Section 9](#), in which case you may have to pay us for cost of repair or replacement or loss in value as a result, and you may also have to pay us for any call out charge under [Section 12](#).
- 5.7 If we do not receive the [Service Equipment](#) within 30 days after we send you the pre-paid packaging above, you will be charged for the full cost of the non-returned [Service Equipment](#). Payment of the non-return charge does not transfer ownership to you, as the [Service Equipment](#) belongs to us at all times.

6. Our Telephone Service

Availability and Emergency Calls

- 6.1 Our [Telephone Service](#) is provided over our [Network](#) and therefore you must maintain your [Internet Service](#) with us to receive the [Telephone Service](#). It will not work if there is a [Network Outage](#). As our [Services](#) also require power, neither the [Internet Service](#) nor the [Telephone Service](#) will work in the event of a power failure.
- 6.2 You will have access to make calls to the emergency services numbers 999 and 112 unless there is a [Network Outage](#), when our [Telephone Service](#) may be unavailable, which means that you may be unable to make or receive calls, including calls to emergency services numbers. You must explain this to anyone who may use or relies on your [Telephone Service](#). You should always have an alternative way to call the emergency services, for example, a mobile phone or by using a [Battery Backup Unit](#).
- 6.3 If we have provided you with a [Battery Backup Unit](#), in the event of a power failure (unless there is also a [Network Outage](#)) you will be able to continue to use your [Telephone Service](#) for at least 60 minutes, allowing you to make and receive calls during this time. However, the

[Battery Backup Unit](#) cannot provide power to a DECT cordless telephone, and if you require the [Battery Backup Unit](#) to use the [Telephone Service](#) during a power failure, you should use a corded telephone.

- 6.4 If the mobile telephone signal at your [Home](#) is unreliable (you should regularly check if this is the case), or if you rely on your landline or you have particular personal or family circumstances, you may qualify you for a [Battery Backup Unit](#), please do let us know by contacting [Customer Support](#).
- 6.5 If we suspend our [Telephone Service](#), you will still be able to contact the emergency services, provided there is no [Network Outage](#).
- 6.6 If you use our [Telephone Service](#), we will register your location details with the emergency database so that the emergency services know your location when you dial 999 or 112.

How we charge for calls

- 6.7 The following charging rules apply to calls using our [Telephone Service](#):

Free calls

- you can make free calls to landlines in the UK (01, 02, 03 numbers), the Isle of Man and Ireland of up to 60 minutes duration per call, although any call time outside of this 60-minutes per call allowance will be charged as set out in our [Price Guide](#);
- freephone services you dial, beginning in 0800 or 0808;
- freephone numbers you dial, beginning in 116;
- three-digit numbers providing access to:
 - 999/112: to call emergency services;
 - 101: to call the police for non-emergency enquiries;
 - 111: to call the NHS for non-emergency enquiries.

Calls charged at our standard rates

- calls to the Channel Islands (e.g. numbers beginning in 01534 and 01481);
 - all international calls (e.g. all numbers beginning in 00 except 0044 (UK) & 00353 (Ireland));
 - calls to mobile, personal numbers and pagers (all numbers beginning 07 and 070);
 - all premium rate service calls (e.g. all numbers beginning in 09)
 - calls to non-geographic sales and enquiry lines (numbers beginning in 0870, 0845, 0871 or 0844);
 - all directory enquiry services beginning in 118.
- 6.8 Before we start charging you for calls which would normally be free, we will notify you by phone or email.
- 6.9 [Call Charges](#) rates are published in our [Price Guide](#).
- 6.10 We may set a limit on the [Call Charges](#) you can incur each month. Once you reach this limit, your [Telephone Service](#) may be suspended for the rest of the month. You can stop this happening (or have a suspension lifted) by making an interim payment of the [Call Charges](#) you incurred in that month. [Call Charges](#) paid for in this way will then not count toward the monthly limit.
- 6.11 If you have a residential home security, burglar alarm, personal alarm, healthcare system or device which relies on a traditional copper-wire landline, these are not supported by our [Telephone Service](#). If these systems are active on your existing phone line and you wish to continue using them, then unless you retain a traditional copper-wire landline service you will need to replace/upgrade your system or device(s).

7. Our Internet Service

- 7.1 The actual speed and performance of our [Internet Service](#) will depend on several factors, including the amount of traffic (number of devices) connected to our [Internet Service](#) at the same time and the technical capabilities of the devices you use and other factors relating to your environment.
- 7.2 By using the Wi-Fi capability of the [Router](#), you can conveniently connect your devices to our [Services](#) in harder to reach areas of your [Home](#). This makes it easier to access our [Internet Service](#) across your devices, but it will mean a slower [Internet Service](#) speed than with an ethernet cable connected directly to your [Router](#), due to the inherent limitations of Wi-Fi technology. An ethernet cable provides the fastest, most stable and secure connection possible to our [Internet Service](#).
- 7.3 We cannot guarantee that your connection will reach any specific speeds. The minimum, average and maximum speeds for your [Services](#) and factors affecting speed (including the specifications for our [Service Equipment](#)) can be found in the [FAQs](#). We will try to let you know about any issues which affect the speed and performance of your [Internet Service](#) and aim to sort them out as soon as possible.
- 7.4 You will be given a dynamic IP address which is free of charge for use with the [Internet Service](#). This IP address will be re-assigned to us, or to another customer if your [Internet Service](#) is disconnected or ended for any reason. If you do want a static IP address, and there is one available, we may be able to offer this to you as an [Add-On](#) although this will be subject to payment of an additional monthly charge as set out in our [Price Guide](#). An explanation of the difference between a dynamic and static IP address can be found in our [FAQs](#).

8. Our Charges

- 8.1 You must pay the [Charges](#) that apply to your [Services](#), as set out in your [Order Confirmation](#) (as may be updated) and in our [Price Guide](#).
- 8.2 During the [Minimum Term](#) we will not increase our [Package Charge](#) to you, which will remain fixed.
- 8.3 We normally bill you monthly in advance for the month ahead. If we need to charge you for anything extra, we may add those [Charges](#) to a later bill unless we require immediate payment.
- 8.4 The table below describes how we manage our [Charges](#):

Charge	Your account payment type	How we require payment from you	Payment method *
Package Charges	Recurring	Monthly bill in advance	Direct debit
Call Charges	Recurring	Monthly in arrears for calls made during the previous month billing period	direct debit
Interim payment for exceeding Call Charges limits	Per incident	Paid before Telephone Service suspension is lifted	Debit or credit card
Add-On charge	Recurring	Monthly bill in advance	Direct debit
Installation Fee	One-off	In your first bill	Direct debit
Activation Charge	One-off	In your first bill	Direct debit
Re-activation Charge	Per incident	Paid before re-activation of your Services following suspension	Debit or credit card
Late Payment Charge	Per incident	Included in your next monthly bill	Direct debit
Failed Payment Charge	Per incident	Included in your next monthly bill	Direct debit
Termination Fee	One-off	Included in your final bill	Direct debit
Late payment interest	Automatic	Applied to the overdue amount and included in your next monthly bill	Direct debit
Debt recovery administration fee	One-Off	Included in your next monthly bill or final bill	Direct debit
Fault reporting – call out (customer breach)	Per incident	Included in your next monthly bill	Direct debit
Missed appointment	Per incident	Included in your next monthly bill	Direct debit
Replacement Service Equipment	One-Off	Included in your next monthly bill	Direct debit
Equipment move	One-Off	Included in your next monthly bill	Direct debit
Non return of Service Equipment	One-Off	Included in your next monthly bill or final bill	Direct debit

- 8.5 Unless you have agreed with us otherwise, you may only pay your [Charges](#) to us by the method shown in the table above.
- 8.6 Please let us know if you want paper bills. We may charge you for paper bills, but we will advise you of the charge beforehand.
- 8.7 If you genuinely think that we have made a mistake with the [Charges](#), you must tell us straight away. You must pay the amount that you agree you owe us. We will not suspend or end your [Services](#) while we investigate your dispute. However, you must pay us the amount that is not in dispute.
- 8.8 If you fail to pay your bill on time, we will send you a reminder. If you still have not paid 7 days after the date of our reminder, we may add a [Late Payment Charge](#) to your next bill. You may also have to pay a [Failed Payment Charge](#) if a direct debit fails, or a cheque bounces. Details of these extra charges are shown in our [Price Guide](#).
- 8.9 We will send you a second reminder and if we do not receive full payment for your [Services](#) provided to you, we may restrict, suspend or terminate your [Services](#). We will not ordinarily take this step until 14 days after the date your payment was due, unless you have previously failed to pay your bill on time, in which case we may suspend your [Services](#) or end your [Agreement](#).
- 8.10 We may charge interest on the overdue amount if you do not pay your bill within 14 days of the due date for payment of your bill. The rate of interest is 4% per year above the base lending rate of the Bank of England from time to time. 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.
- 8.11 We may also take any appropriate action to recover the outstanding amount that you owe us. This may involve giving your personal details to a debt-collection agency. The debt-collection agency will add their costs to your debt. We may also transfer your debt to another business who may then try to recover the amount from you.
- 8.12 We will write to you to tell you before we take action to recover any debt owing by you.
- 8.13 You will have to pay VAT on our [Services](#). The prices shown in our [Charges](#) and our [Price Guide](#) include this VAT, but on your bills you will see the VAT amount listed separately.
- 8.14 This [Section 8](#) continues to apply after your [Agreement](#) with us has ended.

9. Your responsibilities

- 9.1 You acknowledge and accept that any information that you provide to us (especially during the ordering process) is and remains during the continuance of your [Agreement](#), complete, accurate and up to date.
- 9.2 You must tell us promptly if any information changes, such as your email address and bank details. If you do not, your [Services](#) may be affected.
- 9.3 You agree that we and people working for us can access, and enter, your [Home](#) to carry out our [Installation](#) and to inspect, maintain, repair, replace or remove our [Equipment](#).
- 9.4 You or someone who is aged 18 or over must be at your [Home](#) to give us access and instructions. Unless you tell us otherwise, we will assume that this person is acting with your permission.
- 9.5 You are responsible for obtaining, and we will assume that you have obtained, all relevant consents and permissions for us to carry out our [Installation](#) and to provide our [Services](#).
- 9.6 You must fully comply with the terms of your [Agreement](#) and any reasonable instructions we give you. It is your responsibility to read any notifications we send you.
- 9.7 The [Services](#) and [Equipment](#) are provided to you as a residential customer for you and your household's personal use only (meaning

that they must not be used for any commercial or business use), other than for [Home Working](#).

- 9.8 You are responsible for how the [Services](#) and [Equipment](#) are used, and specifically for any content upload or download using our [Network](#). You are responsible for managing the security, wi-fi password, guest network and profile (parental control) settings for your [Account](#) through the [Fibrus Amazon Eero App](#) which will have been downloaded to your mobile device as part of your [Installation](#). Please contact our [Customer Support](#) if you require further assistance on how to use the [Fibrus Amazon Eero App](#).
- 9.9 You must not interfere or tamper with, remove, damage or destroy any [Equipment](#). However, we may occasionally provide guidance and ask you to help us troubleshoot and fix problems.
- 9.10 You will need to take good care of the [Equipment](#) and if it is lost or damaged caused by your actions or omissions whilst it was under your care (other than through fair wear and tear) we reserve the right to charge you for the cost of repair or replacement or loss in value as a result.
- 9.11 You are also responsible for all [Charges](#) incurred through your [Account](#) relating to your [Agreement](#), even if incurred by another person, with or without your permission.
- 9.12 Your continued use and enjoyment of the [Services](#) and [Equipment](#) is subject to observance of these [Terms](#) and our [Acceptable Use Policy](#).
- 9.13 You must not use our [Services](#) or [Equipment](#) improperly or for any unlawful purpose.
- 9.14 The [Services](#) may have monthly usage limits and if you go over any of these, we may charge you for the extra usage. Details of those charges are set out in our [Price Guide](#).
- 9.15 You should keep your security information (password and any log in details) safe and tell us immediately if you think that someone knows it who should not or someone who does not have your permission is using our [Services](#) through your [Account](#).
- 9.16 You agree that we may intermittently monitor your use of our [Services](#) including data volume and type of traffic to ensure lawful use and to assist our traffic management.
- 9.17 Tell us promptly about any fault or defect with our [Network](#), or [Equipment](#) or your [Services](#) by contacting [Customer Support](#).

10. Changes we may make

- 10.1 We may make the following changes to your [Agreement](#) from time to time, for example:
- updating and/or clarifying the wording in these [Terms](#);
 - subject to [Section 8.2](#) above, changing our [Charges](#);
 - changes to our [Services](#) and [Service Equipment](#) that result from technological developments or improvements;
 - changes that are necessary due to changes in laws and regulations; and
 - adding, removing or changing any [Services](#) and/or [Charges](#) in a way that we told you about before you entered into your [Agreement](#).
- 10.2 When we make changes to any element of your [Agreement](#) (except for changes relating only to Add-ons), our [Services](#) and/or [Charges](#) that are not:
- exclusively for your benefit; or in the case of [Call Charges](#) under [Section 6](#) above, significantly disadvantage you; or
 - of a purely administrative nature and/or how we run our business and have no negative effect on you; or
 - directly imposed by law,

we will tell you about the change no less than 30 days beforehand. If you do not accept the change, you may terminate your [Agreement](#) in accordance with [Section 14](#) without having to pay us a [Termination Fee](#).

- 10.3 If a change above only impacts an [Add-On](#), you may terminate the [Add-On](#) only without payment of a [Termination Fee](#). If you decide to terminate your whole [Agreement](#) due to such a change you will be required to pay a [Termination Fee](#) in respect of your unaffected [Services](#) or [Add-Ons](#).
- 10.4 If you continue to use the [Services](#) or [Add-On](#) after the 30-day notice period, we will assume that you have accepted the change, and you will no longer be able to end your [Agreement](#) without paying a [Termination Fee](#).
- 10.5 If we make a change that will not give you the right to terminate your [Agreement](#) or [Add-On](#) without paying a [Termination Fee](#), for example changes to our policies, then we will publish the changes on our [Website](#) and/or notify you in any other way we think is appropriate.

11. Disruption to your Services

- 11.1 Sometimes, we need to carry out work to maintain, repair or upgrade our [Network](#) or our [Services](#). We will ordinarily provide you with prior notice of any planned work if there will be, or it is likely that there will be, a [Network Outage](#) or disruption to your [Services](#).
- 11.2 There is also the possibility of a [Network Outage](#) or interruptions to your [Services](#) as a result of unscheduled or unplanned events or matters outside of our reasonable control.
- 11.3 In exceptional circumstances, for security, technical or operational reasons we may also have to manage our [Network](#)'s performance and/or disrupt or suspend our [Services](#).
- 11.4 We will use reasonable endeavours to minimise any [Network Outage](#) or [Services](#) disruption or suspension time.
- 11.5 We do not warrant that our [Network](#) and our [Services](#) will be uninterrupted or error-free at all times. We try to make sure that our Network security is effective, but it is important that you make back-up copies of your documents and photos in case the originals are lost or corrupted. We cannot guarantee the security of information transmitted using our [Network](#).

12. Reporting faults

- 12.1 Sometimes our [Services](#) can be affected by faults or defects on our [Network](#) or with our [Equipment](#).
- 12.2 Please report any fault or defect and we will do our best to fix it as soon as soon as we can.
- 12.3 If a fault or defect is found to be external to your [Home](#) then you will not have to pay anything unless you have caused the problem, in which case you may have to pay for the cost of fixing it.
- 12.4 If the fault or defect is found to be inside your [Home](#):
- we may be able to troubleshoot and fix the problem remotely, and we may ask for your help; otherwise
 - we will make an appointment to call with you or, if the problem appears to be with our [Equipment](#), arrange for it to be returned to us under [Section 5](#).
- 12.5 If we are responsible for the fault or defect, you will not be charged for the call out or any repaired or replaced [Equipment](#).
- 12.6 If we determine that you are responsible for the fault or defect, for example because the problem relates to [Equipment](#) not supplied by us (see [Section 4](#)), or you have broken your obligations (see [Section 9](#)), or to matters for which we are not responsible (see [Section 17](#)), then you will have to pay for any call out charge and you may also have to

pay us for the cost of any repair or replacement to, or loss in value of, our [Equipment](#).

12.7 When you report a fault or defect, our [Customer Support](#) will provide you with details of any costs you are likely to incur.

13. Restricting & suspending your Services

13.1 If you are in breach of your [Agreement](#), we will generally let you try to put things right within a reasonable time, if we believe this is practicable.

13.2 We may suspend and/or restrict some or all of your [Services](#) immediately (and without giving you notice) if:

- (a) you fail to pay your bills on time in accordance with [Section 8](#);
- (b) you are in breach of your obligations under your [Agreement](#), and in particular under [Section 9](#);
- (c) we find or suspect that you or another person at your [Home](#):
 - (i) may be using the [Services](#) in a manner which we believe is harmful to our interests or the interests of our other customers; and/or
 - (ii) may be committing any fraud or any unauthorised activity using by using the [Services](#).
- (d) you use the [Telephone Service](#) and go over any limit we have put on the [Call Charges](#) under [Section 6](#) above;
- (e) you have, or we reasonably believe you have, provided us with materially incorrect or misleading information either to obtain the [Services](#) at any time during the ordering process or our supply of the [Services](#);
- (f) you or anyone you allow to deal with us on your behalf acts in an unacceptable manner towards our staff or agents which we believe is sufficient to justify suspending or restricting the [Services](#);
- (g) we need to comply with an order, instruction or request of government, an emergency services organisation or other authority that we are required to obey; and/or
- (h) we think it is necessary for security, technical or operational reasons.

13.3 If we restrict or suspend your [Services](#), you will still have to pay all the [Charges](#) for your [Services](#) while they remain suspended, as if you still had them. However, you will not have to pay these [Charges](#) if your [Services](#) have been restricted or suspended and you are not at fault.

13.4 If we restrict or suspend your [Services](#), we will tell you what you need to do to restore them. Before we reconnect our [Services](#) you will need to comply with our instructions and you will have to pay a [Re-activation Charge](#), other than for a limit placed on your [Call Charges](#) under [Section 6](#), or where you are not at fault.

14. Ending your Agreement

How we Can End Your Agreement

14.1 We may end your [Agreement](#) after receipt of your [Order](#) or even after we have sent out your [Order Confirmation](#), but before we connect you to our [Services](#) in the following situations:

- (a) there are [Charges](#) you need pay before we connect you, but you have not paid these;
- (b) you fail a credit check;
- (c) you have misused our [Services](#) before;
- (d) we cannot provide the [Services](#) to your [Home](#) within the expected connection date for any reason; or

(e) for any other reason which makes it difficult or not cost effective to provide the [Services](#).

14.2 We may end your [Agreement](#) at any time by providing you with 30 days' notice once the [Minimum Term](#) has ended.

14.3 We may also end your [Agreement](#) immediately if:

- (a) you fail a credit check;
- (b) you fail to provide us with valid and/or correct bank, debit or credit card details;
- (c) you have not obtained all relevant consents and permissions for us to carry out our [Installation](#) and provide our [Services](#) to you;
- (d) we have the right to suspend your [Agreement](#) under [Section 13](#);
- (e) if something outside our reasonable control, prevents us from providing the [Services](#) for a continuous period of more than [30] days; or
- (f) if you cannot pay your debts or become insolvent or bankrupt.

14.4 If we end your [Agreement](#) then in addition to any other [Charges](#) you owe, you will be required to pay a [Termination Fee](#) if we end your [Agreement](#) for any breach by you of your [Agreement](#).

How you Can End Your Agreement

14.5 You can end your [Agreement](#) by notifying [Customer Support](#). Your rights and obligations will depend on why and when you decide to end your [Agreement](#). These are more fully explained below.

14.6 The notice period required from you to end your [Agreement](#) is:

Nature of Cancellation	Notice Period
• Cancellation during the Cooling-off Period	Your Agreement will be cancelled on the date we receive your notice telling us
• If you are moving Home	30 days' notice (See Section 15)
• If you are switching to another provider through an approved switching process	14 days' notice (See Section 16)
• If you are cancelling your Agreement for any other reason	30 days' notice

14.7 You can end your [Agreement](#) in the following ways:

- (a) during the [Cooling-off Period](#): You will not have to pay a [Termination Fee](#), however, you will have to pay any [Charges](#) you owe;
- (b) during the [Minimum Term](#): Whether or not you have to pay a [Termination Fee](#) will be determined by the way in which you end your [Agreement](#), as follows:
 - (i) if you end your [Agreement](#) because of the changes we have made under [Section 10.2](#) above, you will not have to pay a [Termination Fee](#);
 - (ii) if you end your [Agreement](#) because:
 - a. we have broken a significant term of your [Agreement](#);
 - b. you are experiencing persistent, repeated or frequent irregular faults with your [Services](#) and we have not put things right within a reasonable time;
 - c. If you are regularly getting broadband speeds that are lower than we estimated in your [Order Confirmation](#) and we have not put things right within a reasonable time – subject always to [Section 7](#) above;
 - d. we agree that the standard of your [Services](#) you get is consistently below what you might reasonably expect, we may, after an individual assessment, let you end

your [Agreement](#) without paying a charge for leaving early;

e. you are moving address (see [Section 15](#) below);

f. we have suspended or have notified you that we will suspend supply of the [Services](#) for a continuous period of more than 30 days,

you will not have to pay a [Termination Fee](#), however, in each case you will have to pay any [Charges](#) you owe;

(c) after the [Minimum Term](#): If you end your [Agreement](#) in this way, you will not have to pay a [Termination Fee](#), however, you will have to pay any [Charges](#) you owe;

(d) if you end your [Agreement](#) for any other reason you will have to pay a [Termination Fee](#), and any [Charges](#) you owe.

What Happens When Your [Agreement](#) Ends

14.8 Your [Agreement](#) will end on expiry of the applicable notice period (if any) in this [Section 14](#).

14.9 We will check any returned [Service Equipment](#) and will determine if we will be charging you for the cost of repair or replacement or loss in value if as a result of damage caused to the [Service Equipment](#).

14.10 You will be invoiced for and you will have to pay us any outstanding [Charges](#) you owe to the date of termination and, if applicable, the [Termination Fee](#).

14.11 We will make the refund using the same means of payment as you used for the initial purchase, unless you expressly agree otherwise, and you will not incur any fees for receiving that refund.

14.12 You will remain liable for the return and condition of the [Service Equipment](#) under [Section 5](#).

14.13 If you or we end your [Agreement](#) (or an [Add-On Service](#)), we will refund any amounts you have paid upfront, subject to taking off anything you owe us in connection with that Service or your [Agreement](#).

14.14 Termination of your [Agreement](#) will not affect any rights, remedies, obligations or liabilities of either you or us that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the [Agreement](#) which existed at or before the date of termination.

15. When you move Home

15.1 If you are moving [Home](#), you need to give us no less than 30 days' notice. Please speak to our [Customer Support](#).

15.2 If you are within your [Minimum Term](#), we will carry on providing your [Services](#) under your [Agreement](#) at your new address, unless it is not possible for us to do so. We will tell you what you need to do with your [Router](#) and [Backup Battery Pack](#).

15.3 If it is not possible for us to carry on providing your [Services](#), you can end your [Agreement](#) under [Section 14.7\(b\)\(ii\)](#) above, without having to pay a [Termination Fee](#).

16. Changing Providers and Number Transfers

If you would like to change providers or transfer your number, you can find all the information about what you need to do on our website which you can see by clicking [here](#).

17. Our responsibility & liability

17.1 We will provide our [Services](#) with reasonable skill and care.

17.2 We will cause as little disturbance as we reasonably can when carrying out any work at your [Home](#) and we will repair any damage that we, or people working for us, may cause at your [Home](#).

17.3 If our [Services](#) are affected by events outside our reasonable control, such as lightning, flood, severe weather, fire, explosion, terrorist activities, epidemic, pandemic, riots, war, anything done by a government or other public authority, or strikes or other industrial action, we will contact you as soon as possible to let you know and do what we can and are doing to reduce the impact, delay or failure.

17.4 As long as we do this, we will not compensate you for the impact, but if the delay or impact is likely to be substantial you can contact our [Customer Support](#) and you may be able to end your [Agreement](#) under [Section 14](#).

17.5 Nothing in your [Agreement](#) limits any of our liability which cannot legally be limited, including liability for death or personal injury caused by negligence or fraud or fraudulent misrepresentation.

17.6 Our liability for damage to any real property caused by our negligence or those working for us in connection with your [Agreement](#) shall not exceed £100,000 in aggregate for any one event or series of connected events in any 12-month period.

17.7 For any other damage our liability is limited to 200% of [Charges](#) payable from you in the contract year in which the loss arose.

17.8 We are not liable for any of the following:

(a) as long as we have taken the steps set out in [Section 17](#), for delays outside our reasonable control;

(b) broadband speeds covered by [Section 7](#);

(c) if you break your [Agreement](#);

(d) for any loss you suffer caused by you using the [Services](#) in an unauthorised manner or for unauthorised purposes;

(e) for the cost of repairing any pre-existing faults or damage at your [Home](#) and which are uncovered by us either during the [Installation](#) or while providing the [Services](#).

(f) anything you could have avoided by taking reasonable action;

(g) any commercial or businesses loss;

(h) any loss or damage caused by malware;

(i) any failure of residential home security, burglar alarm, personal alarm or healthcare system or device due to incompatibility with our [Services](#) or [Equipment](#), or any other reason which is not due to our fault or neglect;

(j) if you are using any [Equipment](#) or hardware we haven't supplied;

(k) Losses which were not obvious that before we accepted your [Order](#) meant we should have expected it (so, in the law, the loss was unforeseeable);

(l) in respect of any liability arising from your deliberate default.

18. How we use your information

18.1 You should read our [Processing Notice \(Customer\)](#) carefully as it contains important information on how we collect and use your personal information.

18.2 We may record telephone calls with our [Customer Support](#) for training purposes, to help prevent identity fraud and to improve the quality of our [Customer Support](#) and interactions.

18.3 You agree that we can give your location details and phone number to the emergency services and (unless you tell us otherwise) also to other authorised providers of public communications services and regulated providers of directory services (so your details can be included in phone books and be found using publicly available directory enquiry services).

19. Complaints

- 19.1 If you are unhappy with any part of our [Services](#), please contact our [Customer Support](#) and we will do our best to resolve your complaint.
- 19.2 Our [Complaints Code of Practice](#) explains in more detail how to raise a complaint with us and how to take your complaint further if you need to. For instance, you can register your dispute with the Communications Ombudsman if we have been unable to resolve the issue with you. The Ombudsman service is free.

20. Getting in Contact

- 20.1 You can contact us:
- (a) by phoning [Customer Support](#) on:
- If you live in Great Britain: **080 0099 1111**; and
 - If you live in Northern Ireland: **02890 993 230**.
- (b) by sending a letter to [Customer Support](#) at: Fibrus Networks, 108 – 113 Dargan Crescent, Belfast BT3 9JP;
- (c) via one of the available methods through our [Website](#) including Online Chat or WhatsApp at <https://fibrus.com/contact/>;
- (d) via one of the available methods through your Fibrus Eero app.
- 20.2 We will usually contact by email. We may also write to you at your billing address, or phone you on your mobile or fixed phone number. [Equipment](#) will be delivered to your [Home](#) address.

21. Other Terms

- 21.1 We may transfer our rights and obligations under your [Agreement](#) to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under your [Agreement](#).
- 21.2 You may only transfer your rights or your obligations under your [Agreement](#) to another person if we agree in writing.
- 21.3 Your [Agreement](#) does not give rise to any rights of third parties to benefit from or enforce them unless expressly stated.
- 21.4 Each of the Sections in these **Terms** operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining Sections will remain in full force and effect.
- 21.5 Sometimes we may choose to ignore it if you breach a term of the [Agreement](#), or we may choose not to enforce a particular term of the [Agreement](#). If we do this, we will still have the right to enforce or act against you for breaking that (or any other) term of the [Agreement](#) in the future.
- 21.6 Your [Agreement](#) is governed by Northern Irish law. You and we both agree that if a dispute arises that cannot be settled between us, the courts of Northern Ireland will have exclusive jurisdiction except that if you are a resident of England and Wales you may also bring proceedings in England and Wales, and if you are resident of Scotland, you may also bring proceedings in Scotland.
- 21.7 We and our suppliers own any and all intellectual property in the [Services](#) and [Equipment](#) we provide to you. You will not obtain any intellectual property rights in the [Services](#) or [Equipment](#) as a result of using them and/or having possession of them.

22. Definitions

Account	means your account with us, with the details you provided to us when placed your Order , as updated from time to time. You can ask about your Account if you contact Customer Support .
Activation Charge	means a one-off charge for connecting to our Services .

Add-On	means an optional service you purchase from us, such as <ul style="list-style-type: none"> • additional Eero Pro+ router; • additional Eero Pro 6E router; • Static IP address.
Agreement	means the agreement for our Services , between you and us, as described in Section 1.2 .
Battery Backup Unit	means a battery unit that we send to you on your request, which you can use to provide back-up power to the router and internal network termination point in the event of a failure of your usual power supply to your home. When fully charged, the battery unit should provide 1 hour of back-up power.
Call Charges	means the call charges payable when using our Telephone Service .
Charges	means any or all charges payable to us in connection with your Account for our Services as listed in our Price Guide .
Contract Information	means the customer document specific information about us, our Services and their parameters, limitations and other key service terms.
Contract Summary	means the short customer document summarising your main contract terms before entering a contract, that we provide to you.
Cooling-off period	means the period from the date your Agreement is made until 14 days after: <ol style="list-style-type: none"> a. the day you receive your Order Confirmation; b. the Service Equipment is delivered; c. the Services Start Date; <p>whichever is latest.</p>
Customer Support	means our customer support team (see Section 20).
Equipment	means the Network Equipment and the Service Equipment and it includes any upgrades and replacements to any Equipment . It does not include any equipment not supplied by us.
Failed Payment Charge	means a fee if a direct debit or cheque bounces.
Installation	means the installation of the Network Equipment and the Service Equipment at your Home .
Installation Fee	means the fee for us carrying out any additional work during the Installation at your request, or which departs from our Installation Guide as set out in our Price Guide .
Internet Service	means access to our “always on” internet service, which includes the features of the broadband package you chose.
Home	means the address that you give us in your Order which is where we will carry out the Installation and provide your Services .
Home Working	means (i) you are using our Services at Home for business purposes while working away from your usual place of work; or (ii) you or others in your small business (meaning a business with 3 or fewer employees) which you operate from Home , using our Services for your work.
Late Payment Charge	means a fee you will be charged every time your payment for our Services is late.
Minimum Term	means the minimum commitment period for which you agree to keep the Services you Order from us. It starts on the Services Start Date .

Network Equipment	means the infrastructure, apparatus or equipment which is used by us to connect your Home to our Network , and which may be some or all of the following: underground or overhead fibre optic cable, telegraph poles, brackets, ducts and the fibre box (also known as the ONT or Optical Network Terminal).
Network	means the network infrastructure we use to provide our Services to you.
Network Outage	means a continuous or interrupted period of time (both planned and unplanned) when our Network , or a part of our Network , is unavailable, interrupted, disrupted or degraded, including as a result of a power failure.
Non-standard Installation	means an installation which falls outside our normal Standard Installation commercial criteria, or where we accommodate your requirements and preferences, for example <ul style="list-style-type: none"> a. where we need to carry out rectification, replacement or add-on work to your existing underground duct; b. our laying new underground duct and fibre cable (and any re-instatement) where you have turned down the free Standard Installation offered by us; c. our carrying out work to give a connection by means of a network extension to a customer's property or other requested location, where we may otherwise not choose to extend our Network based on our normal commercial criteria; and/or d. our providing connections to multi-developments, new build plots and sites.
Non-Standard Installations & Self-Build Terms & Conditions	means the terms and conditions applicable when we carry out a Non-Standard Installation to accommodate your requirements and preferences.
Order	means your order for the supply of our Services .
Order Confirmation	means an email from us, after-you have placed your order for our Services , confirming that we have accepted your order for your Service package.
Package Charge	means the charge you pay every month, in advance (for the period ahead), for us providing you with your Internet Service and/or Telephone Service and any Add-On , as set out in your Order Confirmation , but excluding any Call Charges .
Price Guide	means the Price Guide to our Charges to our residential customers.
Re-activation Charge	means a one-off fee, which you must pay if we ask, to re-activate your Services after they have been ended or suspended. You can find more details on this fee in our Price Guide .
Router	means the router we supply you as part of the Service Equipment bundle through which you can connect your computing devices to our Network .
Standard Installation	means using the most expedient means available to run and connect the fibre cable to your Home in accordance with our normal commercial criteria: (i) overhead using telegraph poles; (ii) through a new underground duct laid by us; or (iii) through your existing underground duct (if suitable for the purpose and if no rectification, replacement or add-on work is needed).

Services	means our Internet Service and any Telephone Service (or both) and any Add-on which we are providing to you under your Agreement , details of which are set out in our Products and Services Guide .
Service Equipment	means the equipment we supply to you as part of our Services as an essential part of providing the Services . It typically includes the Router ; power adaptor, ethernet cables, phone adaptor, Battery Backup Unit and Add-Ons .
Services Start Date	means the date your Services are activated or starts, as shown in your Order Confirmation , unless we notify you of another date.
Telephone Service	means our internet telephone or VoIP (Voice over Internet Protocol), which allows you to make and receive phone calls over the internet, but which otherwise works the same as traditional phones, including using area codes and phone numbers. The Telephone Service you purchase from us will include the features described on our Website and it will also include any extra packages available for your Telephone Service from time to time.
Termination Fee	means the one-off fee, which we may ask you to pay if you end your Agreement or cancel your Services or Add-On .
Website	means www.fibrus.com or any other replacement website address we may tell you.
Working days	means Monday to Friday, except bank holidays and public holidays.