

Non-Standard Installations & Self-Build Terms & Conditions

1. Fibrus Broadband (**Fibrus**) uses FTTP (fibre to the premises) technology, which means the fibre cable connection runs directly to the customer's property from the nearest street cabinet.
 - f. No refund – in any other case.
2. Standard customer installations are free, in accordance with our normal business criteria. Fibrus uses the most expedient means available to run and connect the fibre cable to the customer's property from the nearest point where connection can be made to our existing network. This will involve running fibre cables: (i) overhead using telegraph poles; and/or (ii) through a new underground duct laid by Fibrus; or (iii) through the customer's existing underground duct (if suitable for the purpose and if no rectification, replacement or add-on work is needed). The most appropriate type of standard installation will be determined by Fibrus beforehand.
3. However, installation charges will apply if Fibrus needs to carry out a non-standard installation to accommodate a customer's requirements and preferences, for example:
 - a. where rectification, replacement or add-on work to the customer's existing underground duct is needed;
 - b. laying new underground duct and fibre cable (and any re-instatement) where the customer has turned down the standard free installation offered by Fibrus;
 - c. carrying out work to give a connection by means of a network extension to a customer's property or other requested location, where Fibrus may otherwise not choose to extend its network based on its normal commercial criteria; and
 - d. providing connection to multi-developments, new build plots and site.
4. When a non-standard installation is to be carried out, a site survey may be required. If so, an upfront survey fee will be payable by the customer. The fee is paid on the following basis:
 - a. Full refund - if Fibrus cancels the appointment and it is not rescheduled.
 - b. Full refund - if the customer cancels the appointment by giving Fibrus not less than 24 business hours' prior notice (i.e. during normal business hours – 8am to 6pm Monday to Friday excluding public holidays).
 - c. Part refund - if the customer cancels or reschedules the appointment by giving more than 4 but less than 24 business hours' prior notice: an administration charge of 50% of the fee will be deducted from any refund.
 - d. No refund - if the customer gives less than 4 business hours' prior notice of cancellation (even if the appointment is rescheduled).
 - e. No refund - if Fibrus attends the property but is unable to gain adequate access to the property or is impeded or otherwise prevented from carrying out the survey.
5. Fibrus will provide the customer with a quote for any non-standard work to be carried out.
6. Where neighbours have come together as a group, Fibrus will deliver a non-standard installation as a single project. In such cases:
 - a. the work will be carried out for the group, as co-obligors for the project. However, each neighbour will be a distinct customer, contracting separately with Fibrus for their constituent part of, and payment for, the cost of the work;
 - b. the group will agree and appoint a representative to act key point of contact for their group in relation to the work. The representative will be responsible for co-ordinating the project for and on behalf of the group;
 - c. the site survey fee is payable by the appointed group representative. The group will be responsible for agreeing any specific arrangements as between themselves in relation to the allocation of the survey fee between them;
 - d. the Fibrus quote for the work will allocate the total cost between the group; and
 - e. in entering into the project, each group member undertakes with Fibrus and with each other not to deliberately cancel the work after commencement in order to gain a commercial or financial advantage over some or all of the remaining group.
7. The customer, and in the case of a group project each participating customer, is required to pay the difference between the Fibrus cost of the standard installation and the cost of the non-standard installation in full before Fibrus commences any work.
8. Fibrus will use its reasonable endeavours to ensure that the quote does not change and to similarly minimise any changes to the work. The balancing payment in any revised quote will be payable by the customer on full completion of the work.
9. A Fibrus contribution of 50% (capped at a maximum of £300) excluding VAT is available against the cost any Fibrus non-standard installation work for an extended network extension under paragraph 3.c above. The contribution is not available for any other non-standard installation work. Credit will also be given for the site survey fee against the cost of the Fibrus installation work. The credit will be applied to reduce the cost of the work, in some cases to nil, but not so as to give rise to any payment obligation on the part of Fibrus to the customer. No credit is available where the customer has turned down the Fibrus offer of a free standard installation.

10. A customer may cancel the work before commencement of work at no cost to the customer, and a refund will be issued by Fibrus less an administration charge of £100.00 where the customer gives less than 24 business hours' notice. If, however, a customer cancels the work after commencement, then the customer will remain responsible for the full cost of any work already completed, or committed to, by Fibrus and/or which cannot be avoided by Fibrus at the point of cancellation.
11. A cancellation under paragraph 10 by a customer in a group project under paragraph 6 above may necessitate a revised quote from Fibrus under paragraph 6.d, and a re-allocation of costs between the continuing neighbours. The revised costings will be binding on the continuing neighbours. The cancelling customer acknowledges and accepts that they deliberately cancel the work after commencement contrary to paragraph 6.e, they may remain legally responsible to the continuing neighbours, as a co-obligors, for the full costs of the work as originally allocated to them.
12. No reimbursement of additional work charges will be made to a customer on the basis of subsequent orders at the same or nearby locations.
13. Where a customer opts to part self-build by laying underground duct and carry out any associated works within their own curtilage at their own expense:
 - a. Fibrus will supply reasonable amounts of duct to the customer on a standard installation basis, but reserves the right to charge the customer for any additional duct and fibre cable if the distance to be covered exceeds the standard connection on the basis of Fibrus' normal commercial criteria, with such costs to be provided by Fibrus beforehand;
 - b. any duct provided to the customer remains Fibrus property;
 - c. Any self-build work undertaken by the customer must meet the specification stipulated by Fibrus. If and to the extent that Fibrus remedies any customer self-build works to ensure the minimum specification is met, the customer will bear any costs incurred by Fibrus.
14. Fibrus will use your personal information only in accordance with our terms and conditions and our Processing Notice (Consumer).
15. The customer will give Fibrus full and convenient access to its property and will obtain all necessary consents and permissions (including for Fibrus to cross land and/or to place its apparatus on the land).
16. The following limitations apply:
 - a. Neither party may benefit from the limitations and exclusions set out in this paragraph in respect of any liability arising from its deliberate default.
 - b. Nothing in these terms or contract shall limit any payment obligations on the part of the customer.
 - c. Nothing in this agreement limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence or fraud or fraudulent misrepresentation.
- d. Fibrus shall not be liable to the customer for any indirect or consequential loss or punitive damages howsoever caused.
- e. Subject as above, Fibrus' total liability to the customer under its contract:
 - i. for damage to property caused by the negligence of its employees and agents in connection with this agreement shall not exceed £100,000 for any one event or series of connected events;
 - ii. for all other loss or damage, shall not exceed the value of the contract with the customer.
- f. If Fibrus is unable to do or is delayed in doing what it has agreed to do because of a matter beyond its reasonable control then it shall have no liability to the customer for that delay or failure to perform
17. Fibrus will carry out the work with reasonable care, with properly trained workers and in accordance with its quote.
18. Unless expressly stated otherwise, these terms do not give rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms or a contract entered into between Fibrus and the customer.