

THESE TERMS AND CONDITIONS (the “Conditions”) APPLY TO THE SUBSCRIPTION, PURCHASE AND USE OF ALL OPTICS INTERNET’S PRODUCTS AND SERVICES THAT ARE INTENDED FOR USE BY RESIDENTIAL CONSUMER CUSTOMERS (i.e., not businesses).

THESE CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS

THESE CONDITIONS COME INTO EFFECT ON 19/11/2021

Important Information:

THESE CONDITIONS COMPRISE AND ARE MADE UP OF, WHERE APPLICABLE, THE FOLLOWING TERMS AND CONDITIONS (INCLUDING ANY DOCUMENTS REFERRED TO IN THOSE TERMS):

- These Residential Terms and Conditions
- Service Terms applicable to the individual service that we provide, including:
 - o Broadband Terms
 - o Telephony Service Terms (Line rental and Calls)
- Price List
- Acceptable Use Policy
- Privacy Policy
- Special Promotion Terms and Conditions

In the event of any conflict or discrepancy between the above terms they shall prevail and take priority in the order listed above.

YOU WILL BE DEEMED TO HAVE RECEIVED THESE CONDITIONS WITHIN 48 HOURS OF THEM BEING SENT TO YOU AND BY USING THE SERVICES YOU WILL BE DEEMED TO HAVE ACCEPTED THESE CONDITIONS. IF YOU FEEL THAT THESE DOCUMENTS DO NOT ACCURATELY REFLECT YOUR UNDERSTANDING OF WHAT HAS BEEN AGREED, OR IF YOU DO NOT UNDERSTAND ANY PART OF THEM, YOU SHOULD LET OPTICS INTERNET KNOW. IT WILL BE MORE DIFFICULT FOR YOU TO ENFORCE A TERM THAT YOU THINK HAS BEEN AGREED IF IT IS NOT AGREED IN WRITING.

IF THE CONTRACT BETWEEN YOU AND OPTICS INTERNET IS CONCLUDED WHEN YOU RECEIVE YOUR ORDER CONFIRMATION. IF THE CONTRACT WAS MADE AT A DISTANCE (E.G ONLINE OR OVER THE TELEPHONE AND NOT AT OUT BUSINESS PREMISES) YOU HAVE A 14 DAY ‘COOLING OFF’ PERIOD (WHICH STARTS FROM THE DAY AFTER WE CONCLUDE A CONTRACT WITH YOU) DURING WHICH YOU CAN CHANGE YOUR MIND ABOUT TAKING OUR PRODUCTS AND/OR SERVICES. FOR FULL DETAILS PLEASE SEE CONDITION 11 WHICH SETS OUT YOUR CANCELLATION RIGHTS.

SHOULD THINGS GO WRONG WE HAVE A CUSTOMER COMPLAINTS CODE WHICH TELLS YOU HOW YOU CAN MAKE A COMPLAINT AND WHAT WE WILL DO TO TRY AND RESOLVE YOUR COMPLAINT AND PUT THINGS RIGHT. OUR CUSTOMER COMPLAINTS CODE CAN BE FOUND AT www.opticsinternet.co.uk/info

1. Meanings

1.1 Certain words used in these Conditions have special meanings. Where they do, the first letter of the word is capital letter e.g. “Conditions”. A list of the majority of these words is set out below under the heading “Defined Terms”. Others appear in the text of these Conditions:

2. Contract Formation

2.1 If you complete your Registration Form online you will have the opportunity to check the form before you submit it to Optics Internet so that you can correct any input errors.

2.2 Completing and submitting a Registration Form will be treated as an offer by you to purchase the Service(s) and any Equipment for the price specified in the Registration Form. Upon receipt of your Registration Form Optics Internet will verify your order and will send you an Order Confirmation accepting your order. The contract between you and Optics Internet is formed and becomes legally binding when you receive the Order Confirmation.

2.3 Optics Internet may decline your order for whatever reason. If we do you will be notified as soon as possible.

2.4 The Contract Minimum Period starts on the Start Date. The applicable Contract Minimum Period(s) will be set out in your Order Confirmation.

3. The Services

3.1 In exchange for your payment of the Charges, we will provide you with the chosen Service(s) and any Equipment for use in connection with the Service(s). You agree to use and pay for the Service(s) on the terms and conditions of the Contract.

3.3 Activation of the Service(s) may result in you experiencing a temporary loss of your analogue line. We accept no responsibility for and will not be liable for this loss.

3.5 The Service(s) will only be provided to the Service Address.

4. Business Use

4.1 The Service(s) and any Equipment are provided exclusively for personal use and must not be used for business or commercial use.

4.2 If you use the Service for business purposes you agree that you do so without any conditions, guarantees or warranties, whether express or implied including but not limited to any warranties or conditions as to satisfactory quality or fitness for a particular purpose, which are hereby expressly excluded to the maximum extent permitted by law. If you are a business user, we will not be liable to you (and hereby exclude our liability) for consequential and indirect losses and/or any loss of profit, business opportunity, goodwill, reputation, revenue and/or anticipated savings, wasted expenditure and/or loss of data suffered by you in connection with the Service, whether in contract, tort (including negligence or otherwise) and whether or not such losses were foreseeable at the time you entered into the Contract. The Cancellation Period(s) in condition 11 below do not apply to business users.

5. Quality of Services

5.1 We do not warrant (or promise) that the Service(s) will be free of defects, uninterrupted or secure but we will endeavour to correct reported defects as soon as we reasonably can. In performing its obligations under the Contract, Optics Internet will exercise the care and skill to be reasonably expected of a competent service provider providing services of the nature being provided.

5.2 Optics Internet's provision of the Service(s) is dependent upon the operation of the Telecom Provider's telecommunications network and, where appropriate, the operation of the Internet in general. Optics Internet will not be liable for any failure or delay in service that is due to problems with any Telecom Providers' telecommunications network or the Internet in general, except to the extent that those problems are caused by Optics Internet's negligence.

5.3 Where you use Third Party Equipment in conjunction with the Service(s) and Optics Internet's provision of the Service(s) is dependent upon the operation of that Third Party Equipment, we will not be liable to you for any failure or delay in service caused or due to problems with the Third-Party Equipment, except to the extent that those problems are caused by Optics Internet's negligence.

5.4 From time-to-time Optics Internet may suspend the whole or any part of the Service(s) for routine maintenance work. We will give you as much notice of such suspension as reasonably possible by posting details on the service status page at <http://www.opticsinternet.co.uk/info> or by e-mail. Optics Internet will not be liable to you for any loss you (or any users of the Service(s)) may suffer as a result of such suspension.

5.5 Whilst Optics Internet uses reasonable endeavours to keep its Service(s) secure and free of viruses, worms and other hostile code it does not guarantee that this will be the case. Optics Internet reserves the right to suspend the whole or any part of its Service(s) at any time without notice or compensation to investigate and take steps to try to stop or prevent any security breach or remove any suspected virus, worm or other hostile code.

6. Privacy Policy

To enable Optics Internet to provide you with a Service we will collect information about you, which we will hold on our computer database. The information we collect and the ways we use your personal data and keep it secure are detailed in the Privacy Policy.

7. Charges, Payment Terms, Credit Limits and Deposits

7.1 You agree to pay all Charges for the Service(s) and any Equipment, together with any and all additional charges referred to either in these Conditions, your Order Confirmation or the Price List. All Charges include any applicable Value Added Tax (VAT).

7.2 We may ask you to pay a non-interest-bearing deposit. Any deposit will be a reasonable amount that reflects the level of your payment obligations to us, your historic or anticipated use of the Service(s), your payment history and/or your credit rating. You agree that we can apply any deposit against sums that are owed to us. You may request

the return of any deposit but acknowledge that we may first deduct any sums that are due to us and your credit limit may be reduced and/or payment terms changed

7.3 We may impose a credit limit either at the start of your Contract or at any time during the Contract. Unless we agree with you otherwise, your credit limit will be set at an amount equal to the fixed recurring charges applicable to the Service(s) plus £30. This includes a £20 credit limit that applies to call charges made outside of any inclusive call package. You may request us to increase your credit limit at any time by contacting us, but our agreement may be conditional upon you paying a non-interest-bearing deposit or providing some other form of security. We may reduce the credit limit depending upon your payment history. Where we do, we will contact you in advance. We may suspend or restrict your Service(s) in the event of your credit limit being exceeded but we will not be under obligation to do so. You will remain liable for Charges incurred in excess of the credit limit. Where your credit limit is exceeded, we may ask you to pay all Charges in excess of your credit limit as a condition to us removing any restriction or reinstating any Service(s).

7.4 You agree to pay the Charges by Direct Debit or by debit/credit card. For payments made other than by Direct Debit additional charges may apply. These charges are set out in our Price List.

7.5 By entering into a contract with Optics Internet and agreeing to take a Service, you agree that Optics Internet may, whether itself or by instructing a third party to do so on its behalf, carry out credit checks on you at any time. We may make searches about you with credit reference agencies using the information you have supplied to us. The credit agencies will provide us with credit information about you, which may also include information obtained from the Electoral Register. A record or 'footprint' of any credit search we make with credit reference agencies will appear on your credit file. This footprint may be seen by other organisations that carry out a credit search on you. This may have a positive or a negative impact on your credit rating. We may use information you provide to us and the information we receive from any credit search to assess the creditworthiness (which may involve credit scoring) of you and those with whom you are linked financially and/or who are part of your household as well as to confirm your identity and address. We may also use this information to take decisions about the operation of your account, including whether to impose credit limits, request a deposit or restrict your use of certain Service(s) as well as to trace debt. We may also provide details of your payment history with us to credit agencies.

7.6 Optics Internet may use a collection agent to set-up, administer and collect payments due under your contract.

7.7 Certain one-off Charges are payable immediately, for example set-up, installation, connection or activation charges. Subscription and usage Charges will be calculated from the Start Date. Charges for subscription or rental are generally payable monthly in advance whilst usage related charges e.g., calls or bandwidth usage charges are payable monthly in arrears.

7.8 Your first bill may be higher than subsequent bills as it will include any one-off charges (for example, set-up, installation or connection charges) your subscription and usage charges from the Start Date to the date of your first bill as well as your subscription charges for the following month (payable in advance). After that, we will bill you at regular intervals, although we may bill you and collect payment for any time for one off charge as soon as they are incurred. We may also produce bills at different times if you have failed to keep to the payment terms or if the Charges on your account are much higher than expected.

7.9 Unless you specifically request us to send you a paper bill (and you pay the appropriate charge detailed in the Price List) all bills will be made available to you online and can be viewed by you logging on to Showmybill.

7.10 You agree to pay the Charges as soon as you receive your bill, unless we agree with you to the contrary.

7.11 If you dispute any Charges, you must notify Optics Internet within 30 days from the date of the bill containing the disputed charge and giving us full written reasons why the Charge(s) is/are disputed. You must still pay all undisputed charges in full by the due date.

7.12 Usage based charges are calculated in accordance with information recorded by or on behalf of Optics Internet and, except in the case of manifest error, you agree that Optics Internet's records shall be accepted as evidence of your usage of the Service(s).

7.13 You are responsible for all Charges incurred as a result of the use of the Service(s) whether the use is by you or someone else except where unauthorised usage occurs as a result of our negligence.

7.14 Should your Direct Debit and/or debit/credit card instruction fail for whatever reason an Administration Charge may be added to your account, which will become immediately due and payable. You also agree that we can collect the outstanding payment using any other payment method you may have authorised us to use.

7.15 If you do not pay your bill in full by the due date, we will send you reminders. If you have still not paid in full within 7 days of the due date we may: (a) Impose a Late Payment Charge; or (b) Charge you daily interest on any overdue payment at a rate equal to 4% per annum above the base-lending rate of Barclays Bank plc from time to time; and/or (c) vary your payment terms in respect of future payments; and/or (d) suspend and/or restrict your use of the Service(s) without liability to Optics Internet; and/or (e) terminate your Contract with Optics Internet in accordance with condition 9.1. The charges referred to in condition 7.13 and sub-paragraph (a) above are not subject to VAT as they are payments to compensate us for you breaking the terms of your agreement. Details of those charges are stated in our Price List.

7.16 If you wish to resume a Service after it has been suspended or terminated a Reconnection Fee may apply.

7.17 Optics Internet reserves the right to charge an Abortive Visit Charge in the event an engineer attends at your Service Address at a previously agreed appointment slot and is unable to gain access to the Service Address, is prevented by

you or the condition of the Service Address from undertaking the work, you or your authorised representative are not present or a responsible adult is not present. If the purpose of the appointment is to investigate and/or repair a fault with the Service reported by you and the cause of the fault is caused by your act or omission, by the internal wiring of or the environment within the Service Address, Third Party Equipment, the misuse of the Service or a failure by you to comply with your obligations under these conditions an Abortive Visit Charge may also be payable. You will not be charged an Abortive Visit Charge where the visit is abortive due to Optics Internet's negligence or is the fault of the engineer. We may change the Abortive Visit Charges from time to time to reflect changes to third party engineer's charges. Current charges will appear in the Price List.

7.18 The amount you pay for non-usage-based charges (for example line rental and broadband subscription but not call charges) shall remain fixed throughout the applicable Contract Minimum Period. This is known as the 'In Contract Price'. After the expiry of the Contract Minimum Period the Out of Contract Price(s) shall apply to non-usage-based charges from the expiry of the Contract Minimum Period until the agreement for the relevant Service(s) is/are terminated or you enter into a new agreement with us for the provision of the Service(s). Where 'In Contract' and 'Out of Contract' prices apply, these prices will be stated in your Order Confirmation.

7.19 If we do not receive the Charges from you as they fall due, we may instruct an external debt collection agency to collect the unpaid charges on our behalf. You will have to pay us extra compensation for breaking your contract which will not exceed the charges we have to pay to the external debt collection agency (which may vary depending upon how much you owe). These charges will be added to the amount you owe.

8. Your Responsibilities and Obligations Use of the Service(s)

8.1 The Service(s) are designed and intended for private use only and may only be used for your own personal use and enjoyment. Except as provided below, you are responsible for your use of the Service(s) and for any use of the Service(s) by others using your account, whether or not you authorised or were aware of such use. Optics Internet will not hold you responsible for any use of the Service(s) made via your account without your authority which occurs as a result of Optics Internet's negligence or breach of these Conditions.

8.2 You agree to follow any reasonable instructions we may give you regarding use of the Service(s).

8.3 Any content, software or materials we may supply you with as part of the Service(s) is for your personal use only and you agree that you will not copy, change or publish the material in any way or use of supply it to some else for any business purpose or use.

8.4 Should we, any of our associated companies or our Telecoms Providers require permission from someone else for the purposes of providing the Service(s), for example if there is a need to cross their land or site equipment on their premises, you agree to obtain the permissions or, where

appropriate, co-operate with us and provide reasonable assistance in securing the permission(s).

General

8.5 You agree that you:

8.5.1 are over 18 years of age;

8.5.2 will comply with any policies or guidelines we publish governing how you are allowed to make use of the Services including, but not limited to, the Acceptable Use Policy;

8.5.3 are responsible for providing, paying for and complying with the conditions applicable to an appropriate telecommunications connection provided by the Telecom Provider and you agree that you will not block any means of identifying you which that connection supplies;

8.5.4 except for Equipment that we agree to provide for use in connection with the Service(s) you are responsible for providing all hardware, software or other equipment necessary to enable you to use the Service(s);

8.5.5 will provide true, complete and accurate information in any communication with us including when you order or register to use the Service(s) and that you will notify Optics Internet immediately of any changes to the information provided;

8.5.6 will take all steps necessary to ensure that any password allocated to you is kept confidential and is not used by any third party and notify Optics Internet immediately if you have any reason to believe that any such password has become known to a third party and/or that a third party is using or is likely to use such password to access the Service(s);

8.5.7 will make appropriate security and confidentiality provisions in relation to your use of the Service(s); and

8.5.8 will keep any appointments agreed with Optics Internet or its agents, for the provision of the Service that are necessary for the repair of the Service and acknowledge that failure to do so may result in an Abortive Visit Charge or a Cancelled Appointment Fee becoming payable by you.

8.5.9 must not use the Service(s) or allow the Service(s) to be used to make calls, send data, publish, receive or send material which is or may reasonably be deemed by us or our Telecoms Providers to be offensive, indecent, defamatory, menacing, a nuisance, racist, a hoax or likely to cause annoyance, inconvenience or needless anxiety to another or to infringe the intellectual property rights of any third party or in such way as to constitute a criminal offence.

9. Breach of your Obligations

9.1 If you breach, or we reasonably suspect that you have breached or may breach of any of your obligations under these Conditions (including but not limited to payment of Charges) or our Acceptable Use Policy we may terminate and/or suspend the provision of the whole or any part of the Service(s) without prior notice.

9.2 Suspension of the Service(s) under condition 9.1 will continue until such time as we have investigated the breach or suspected breach and determined that there was in fact no breach or that the breach in question has stopped, been remedied (where possible) and we are satisfied that

it will not occur again. If we find that you have breached your obligations under these Conditions or we reasonably suspect that you may breach or will continue to breach your obligations, we shall be entitled to terminate the provision of the whole or the relevant part of the Service pursuant to condition 9.1 and subject to condition 9.3 below.

9.3 If we terminate the provision of the Service(s) during the Contract Minimum Period as a result of your breach then, in addition to any other Charges that may become due and payable upon termination, you will be liable to pay an Early Termination Charge. The Early Termination Charge shall become immediately due and payable by you upon termination.

10. Equipment Agreement

10.1 Where Optics Internet supplies or procures the supply of Equipment to you for use in connection the Service(s), Optics Internet or its representative will deliver or Optics Internet shall procure the delivery of the Equipment to the Service Address or another location in the United Kingdom notified to Optics Internet by you. The Equipment will normally be delivered to you within (14) fourteen days of the date of your Order Confirmation and before the Start Date, whichever is the later. In any event delivery will take place within 30 days of the date on which your order was accepted. The cost of delivery is included in the Charges unless we advise you to the contrary in writing. If you fail to take delivery of the Equipment, we reserve the right to charge you for any additional charges that we incur as a result.

10.2 You must inspect the Equipment upon receipt and inform Optics Internet in writing within five (5) days of delivery of any damaged or missing items.

10.3 The risk of damage to or loss of the Equipment passes to you when the Equipment is delivered to you. This means that you will be responsible if the Equipment is stolen, lost or damaged after it has been delivered to you.

10.4 If you have purchased Equipment from Optics Internet, it will not belong to you until you have paid for it in full. You must make payment in full for the Equipment prior to delivery, unless we agree in writing that payment is deferred to a later date (whether in part or in its entirety). Full details will be set out in your Order Confirmation.

10.5 If the Equipment is provided to you as part of your subscription to the Service(s), the Equipment will remain the property of Optics Internet or its agents/affiliates and you may not dispose of it, sell it, or lend it to anyone. You must maintain the Equipment in good condition (fair wear and tear accepted). You must also return the Equipment to us within 14 (fourteen) days of the cancellation or termination of your Contract, at your cost. If you fail to do so, you will be liable to pay for the Equipment at the price we charged for the Equipment on the day you ordered the Service(s), as stated in the Price List. If the Equipment you return is damaged or incomplete you must pay the cost of repairing the Equipment or replacing the missing parts or (if this is not possible or economically viable) the price we charged for the Equipment on the day you ordered the Service(s), as stated in the Price List.

10.6 Before you install any software supplied with the Equipment and before you connect it to your PC or other hardware, you should back up or save any data. You must install the Equipment and any software provided with the Equipment in accordance with the installation instructions provided. Optics Internet will not be liable for any damage caused by installation of the Equipment and /or any software supplied with the Equipment other than in accordance with the installation or other instructions that may be given by Optics Internet.

10.7 Equipment purchased from Optics Internet is normally covered by a manufacturer's warranty. The length of the warranty will vary depending upon the manufacturer but will not normally be less than twelve (12) months from the date of purchase. Details relating to the manufacturers' warranty will be supplied with the Equipment. If the Equipment develops a fault you should contact Optics Internet.

10.8 In the event that a fault develops with Equipment supplied by as part of the Service(s) you should contact us and we will arrange a replacement. You must return the faulty Equipment to Optics Internet or its appointed agent within 14 days of receipt of the replacement Equipment. If you fail to do so within 14 days, Optics Internet reserves the right to charge you the full replacement cost for the Equipment unless actual proof of postage and/or delivery can be provided to Optics Internet.

10.9 If you use third party equipment, hardware or software in conjunction with or as part of the Service(s) Optics Internet cannot be held responsible for any interruptions to or degradation of the Service(s) caused by or attributable to such third-party hardware or software and Optics Internet does not accept liability for any faults you may encounter except where caused by Optics Internet's negligence. Should you encounter a problem with third party hardware or software you should contact either the person who sold you the item or the manufacturer.

11. Right to Cancel – Cooling Off Period

11.1 The Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 (the "Regulations") give consumers the right to cancel orders for goods and services purchased at a distance at any time up to 14 days after the date of your order ("the Cooling Off Period"). The following conditions set out how the Regulations apply to your purchase of goods and service from Optics Internet by distance means. Services

11.2 You have the right to cancel your order for the Service(s) at any time during the Cooling Off Period by giving us notice in writing or by telephone. Details on how to cancel can be found in your Welcome Pack. Unless you ask us to provide the Service(s) sooner, we will not provide the Service(s) until the Cooling Off Period has expired. Should we agree to provide the Service(s) during the Cooling Off Period, at your request, you will not lose the right to cancel during the Cooling Off Period but you will be charged for the using the Service(s), including a proportion of any fixed monthly charges, all usage charges, as well as any connection or activation charges associated with the Service(s). Any discounts that were given as a condition to you taking the

Service(s) will be ignored and the charges will be calculated on a full cost basis. You are also required to return to us at your cost any Equipment already supplied to you within 14 days from when you give notice of cancellation. You will not be entitled to a refund of any delivery charges. Should you fail to return the Equipment or it is lost or damaged you will be charged the lesser of an amount equal to the price of the Equipment as stated in our Price List at the date of your order or, in the case of damage or missing parts only, the cost of any economic repair and/or replacement of missing parts. Equipment

11.3 If we separately sell you Equipment (as distinct from providing you with Equipment without charge) you have a period of fourteen (14) days from the date you received the Equipment if you change your mind and cancel your order. You are required to return the Equipment to us within 14 days of cancellation at your cost. We will issue a refund within 14 days of cancellation less any delivery charges. Should you fail to return the Equipment or it is lost or damaged you will be charged the lesser of an amount equal to the price you paid us for the Equipment or, in the case of damage or missing parts only, the cost of any economic repair or replacement parts.

12. Termination and Suspension Termination by You

12.1 After the end of the Cooling Off Period referred to in condition 11, you may terminate your contract with us at any time by giving not less than 30 days prior notice. You can give notice through a variety of means, including by telephone, email and letter (addressed to 'Optics Internet Terminations Department', TCS Centre, Time Technology Park, Blackburn Road, Burnley, Lancashire BB12 7TW) or by any other method that may be stated on our website from time to time. For more information, including telephone numbers, email addresses and postal addresses please see www.opticsinternet.co.uk/info.

12.2 If: a) we receive notification via an approved industry transfer process, that you are transferring your Service(s) to another provided we shall; or b) you cancel your Direct Debit or any continuous payment authority without contacting us to arrange payment by alternative means we may treat your Contract as having been terminated by you.

12.3 You may terminate the Contract immediately if Optics Internet materially breaches any of the terms of the Contract and has failed to remedy the breach within thirty (30) days of being requested by you to do so in writing. Termination by Optics Internet

12.4 Optics Internet may terminate this Contract immediately by giving you written notice if you are in material breach of these Conditions (including any failure to pay Charges within 7 days of them becoming due), if you have given us false information, if you become bankrupt or enter into a formal arrangement with your creditors.

12.5 Optics Internet may terminate its Contract with you at any time by giving you not less than 30 days prior notice in writing.

12.6 If Optics Internet is prevented from providing the Service(s) for any regulatory or legal reason or as a result of the withdrawal of services by Optics Internet's providers,

including but not limited to BT, Optics Internet can immediately terminate its Contract with you. Payments Due On Termination

12.7 We will refund any money that we owe you within 14 days of the date of termination by will first deduct any money that you owe us.

12.8 If your Contract has deferred or postponed Charges, payment of these charges may be triggered by termination. Any such payments will be referred to in your Order Confirmation.

12.9 If notice is given to terminate the Contract before the end of any relevant Contract Minimum Period (except where notice is given by Optics Internet in accordance with condition 12.5 or 12.6 or by you in accordance with condition 12.3) then you are required to pay us compensation for ending your Contract early. The amount of compensation you must pay (referred to as an Early Termination Charge) will not be more than the Charges you would have paid for the Service(s) during the remainder of the Contract Minimum Period (assuming you would have used the Service(s) to the minimum extent contractually possible during this period) less any costs that we are able to save as a result of the early termination, including any cost savings made as a result of us not having to provide the Service(s). Full details of how this charge is calculated is in the Price List, which can be found at www.opticsinternet.co.uk/info.

12.10 You may, in addition to the Early Termination Charge, be required to pay a Cease Charge in respect of any broadband service, details of which are set out in the broadband Service Terms.

12.11 If Optics Internet has supplied you with Equipment as part of the Service(s) you must return the Equipment to Optics Internet within fourteen (14) days of cancellation or termination of the Contract. If you fail to do so you will be liable to pay for the Equipment at the price for the Equipment on the day you ordered the Service(s) as set out in the Price List. Suspension

12.12 Optics Internet reserves the right to immediately suspend or restrict your access to the Service(s) or any part of them if we believe your use of the Service(s) causes or is likely to cause the whole or part of the Service(s) to be interrupted, damaged, rendered less efficient or in any way impaired, if your use of the Service(s) in Optics Internet's reasonable opinion contravenes the Acceptable Use Policy, or Optics Internet reasonably believes you are in breach of any other of your contractual obligations including but not limited to your payment obligations

13. Warranties and Liability

13.1 We make no warranties (or promises) and accept no responsibility for the accuracy of any material, data or information provided to, access by or made available to you by any third party or regarding any goods or services purchased or obtained or any transactions entered into by you using the Service. We will use reasonable endeavours to ensure that any material data and information we provide will be accurate but do not promise that it will be complete, sufficient or error free.

13.2 Your use of third party hardware and or software in conjunction with the Service(s) is entirely at your own risk. Optics Internet will not be liable to you for any degradation of service, any interruption to or inability to receive the Service(s) or any loss or damage caused by or attributable to any third party hardware or software, except insofar as maybe caused by Optics Internet's negligence.

13.3 Optics Internet does not seek to exclude or limit its liability for fraudulent misrepresentation or for death or personal injury resulting from Optics Internet's negligence.

13.4 We will be liable to you for any direct physical damage to your property to the extent that it results from Optics Internet's negligence up to a maximum of £250,000 in respect of any one event or series of related events, up to a maximum of £500,000 in respect of any series of unrelated events which take place within a single calendar year.

13.5 Except for liability for death and personal injury caused by negligence, fraudulent misrepresentation and damage to property (which are dealt with above), Optics Internet's liability in respect of direct loss suffered by you shall be limited to £250 in respect of anyone event or series of related events.

13.6 Except for liability for death and personal injury caused by negligence, fraudulent misrepresentation and damage to property (which are dealt with above), Optics Internet will not in any event be liable for any loss or damage arising in connection with or arising out of the provision, functioning or use of the Service that was not reasonably foreseeable at the time the Contract was entered into and we shall not be liable for any other damages except as provided in the Contract.

14. Changing the Terms of this Contract (Including Price and Service Changes)

14.1 We may need to make changes to the terms of your Contract with us, including the Charges or the terms and conditions upon which a particular Service is provided. This condition 14 explains your rights under this Contract in the event such a change is made.

14.2 All changes made to your Contract (which includes our terms and conditions) or changes to our Charges or Services will be posted on our Website at www.opticsinternet.co.uk/info.

14.3 If we consider the proposed change is likely to be of material detriment to you then:

(a) We will inform you of the proposed change giving you not less one month prior to the date on which the change is due to come into effect. Notice will be given to you in writing in accordance with condition 16.1.1 and/or by SMS, a notification through Showmybill or other permitted means. Sufficient notice will be deemed to have been given to you if the notice is sent to the postal address, email address or mobile telephone number you provided to us when you ordered the Service(s) or any alternative address or number subsequently notified to Optics Internet.

(b) If the proposed change is of material detriment to you can terminate your Contract with us without penalty by giving notice in accordance with condition 14.5.

(c) We will inform you of your entitlement to cancel in accordance with condition 14.5 when we notify you of the change in accordance with condition 14.3(a). 14.4 Changes made during the Contract Minimum Period that:

- (a) increase your monthly or annual non-usage based charges for Services (such as line rental and broadband subscriptions) or any material changes to other Charges;
- (b) make a significant change to the Service(s) so that the Service(s) you receive from us in return for the payment of the Charges is/are materially altered or reduced;
- (c) make a significant change to any inclusive usage allowances or any service level inclusive allowance that results in an effective price increase;
- (d) significantly change the terms and conditions of your Contract to your material disadvantage will be regarded as changes giving you the right to terminate your Contract in accordance with condition 14.5 below without penalty or payment of any Early Termination Charge. Our Charges are inclusive of VAT and the rate at which VAT is charged or how VAT applies to the Service(s) may change from time to time. If there is a change in the rate of VAT or how it is applied to the Service(s) we may increase the Charges to reflect these changes. Should Optics Internet do so any increase will not be regarded as a price increase and will not be considered as being to your material detriment.

14.5 If you reasonably consider a change we have notified to you is to your material detriment you may cancel the affected Service(s) without penalty or payment of any Early Termination Charge that may otherwise be payable. To exercise this right you must give us 30 days written notice of cancellation in accordance with condition 16.1.2 below. Notice must be given to Optics Internet within 30 days from the date on which you were first notified of the change. If you fail to serve notice within this period you will be deemed to have accepted the change and will lose your right to end the Service(s) in accordance with this condition. We will cancel the affected Service(s) on the expiry of your notice given in accordance with this condition. During the notice period you will not be bound by the change.

14.6 Only Service(s) directly affected by any change can be cancelled in accordance with condition 14.5. Your Contract will continue for any remaining unaffected Service(s).

14.7 If we need to make changes to our terms and conditions (including changing the Charges) for reasons outside of our control (for example if changes are made to meet legal, regulatory or financial requirements) we will notify you of the changes as soon as we can. If you wish to end any affected Service(s) you will not be able to do so in accordance with condition 14.5 and an Early Termination Charge may be payable if you cancel during the Contract Minimum Period.

14.8 If we wish to make minor changes to our terms and conditions and/or the Service(s) that we do not consider being to your material detriment we may do so. These changes will be also posted on the Postboard and could include:

- (a) making alterations to the Service(s) we consider are necessary to improve the quality of the Service(s) or which

are beneficial to our customers (for example if we make new features available as part of the Service(s));

- (b) changing terms and conditions of the Contract to reflect improvements we make to our operations and the way we do business with you (for example changes to our policies and procedures or our business practices) or changes made to enhance security or accessibility or for technical reasons;

- (c) minor changes or additions that do not affect you significantly, which improve or update or harmonise our terms and conditions.

15. General

15.1 Any particular right that you/we may have under the Contract will not affect any other right that you/we may have at law or under the Contract

15.2 If either you or we choose not to enforce or rely on any right that you/we may have under the Contract, you/we will not be prevented from relying upon that right should you/we choose to enforce or rely on it at a later date.

15.3 If a court or other regulatory body decides that any part of the Contract is not enforceable, the remaining parts of the Contract will still apply to your purchase of and Optics Internet's provision of the Services.

15.4 The Contract only gives rights to and places obligations upon you and Optics Internet. No other person or company has any rights under the Contract or may enforce it against either you or Optics Internet.

15.5 Although formed outside of the United Kingdom we agree that the Contract is governed by the relevant United Kingdom law (England and Wales, Scotland or Northern Ireland) and any disputes under it will be decided by the relevant courts of the United Kingdom.

15.6 Neither you nor Optics Internet will be liable for any failure or delay in performance of the Contract to the extent that such failure is due to circumstances beyond (as appropriate) your/Optics Internet's reasonable control.

16. How to Give Notice

16.1 If either of us gives a notice to the other under the Contract (including, without limitation, to cancel the Contract or a Service) this must be done in writing, either by email, delivery by hand or first class post, sent to the intended recipient at the following address:

16.1.1 To Optics Internet: at the postal address or email address shown on the Optics Internet website at www.opticsinternet.co.uk/info or an alternative address which we may give you.

16.1.2 To you: at the postal or email address you specify when registering for the Service or an alternative address which you may give to Optics Internet, or at the email address provided to you as part of the Service.

17. Defined Terms "Abortive Visit Charge" means the amount specified in the Price List from time to time.

“Acceptable Use Policy” means the acceptable use policy at <http://www.opticsinternet.co.uk/info>.

“Administration Charge” means the charge to compensate Optics Internet for additional administration costs associated with a failed collection by means of Direct Debit or credit/debit card as set out in the Price List;

“Charges” means the charges payable by you for the Service, details of which appear on the Price List;

“Cancelled Appointment Fee” means the charge for late cancellation by you of an engineer’s appointment at the Service Address that was previously agreed by you as stated in the Price List;

“Collection Agent” means Total Care and Support Limited of Time Technology Park, Blackburn Road, Burnley, Lancashire, BB12 7TW

“Connection Charge(s)” mean charges for connecting, installing or activating a Service as listed in the Price List and/or specified in your Order Confirmation;

“Contract” means the agreement between us which is made up of these Conditions, the Order Confirmation, the applicable Service Terms, the Price List, the Privacy Policy and the Acceptable Use Policy.

“Contract Minimum Period” means the minimum subscription period that applies to the Service(s) as set out in the Order Confirmation and/or Price List.

“Early Termination Charge” means the charge payable by you to compensate Optics Internet for the early termination of your Contract. This charge will not be more than the Charges you would have paid for the Services during the remainder of the Contract Minimum Period (assuming you would have used the Services to the minimum extent contractually possible during this period) less any costs that we are able to save as a result of the early termination, including any cost savings made as a result of us not having to provide the Services. The amount of the charges is calculated by multiplying the number of remaining of the Contract Minimum Period as at the date notice of termination is given or deemed to have been given (rounded up to the nearest month) multiplied by the compensation rate stated in the Price List plus an addition a fixed charge of £50 if notice of termination is given in the first 12 months of the Contract Minimum Period or £25 if given thereafter;

“Equipment” means any equipment supplied to you by or on behalf of Optics Internet for use in connection with the Service(s).

“In Contract Price” means the non-usage based Charge(s) for the Service(s) stated in your Order Confirmation that are payable for the Service(s) during the Contract Minimum Period as further explained in condition 7.16;

“Late Payment Charge” means the charge to compensate Optics Internet for you breaching of your payment obligations under these Conditions (including but not limited to additional administration in monitoring your account sending you payment reminders) as stated in the Price List; “Order Confirmation” means the communication (e-mail or letter) sent to you by Optics Internet confirming your order; “Out of Contract Price” means the non-usage based Charge(s) for the Service(s) payable

by you following the expiry of the Contract Minimum Period at the rate(s) prevailing on the date the Contract Minimum Period ends as published at that time in the Price List and as further explained in condition 7.16;

“Post board” means the Optics Internet post board at <http://www.opticsinternet.co.uk/info>;

“Price List” means the Optics Internet price list from time to time in force as posted on the Website at www.opticsinternet.co.uk/info.

“Priority Connection Service” means an expedited connection service to connect and/or activate the ordered Service(s) within 14 days from the date of Order Confirmation the charge for which set out in the Price List;

“Privacy Policy” means the privacy policy at [insert link];

“Reconnection Fee” means the charge for reconnecting your Service(s) following their suspension or termination as specified in the Price List from time to time in force;

“Registration Form” means the form provided to you in store, displayed on-line by us or completed by you or the form completed by or on our behalf from information supplied by you over the ‘phone;

“Service(s)” means the broadband, line rental, calling/talk and or other services stated in the Order Confirmation and more particularly described in the Price List on the date your order is accepted;

“Service Address” means the residential address at which Optics Internet agrees to provide the Service(s) to you;

“Service Availability Area” means the geographic area where the Service is available from time to time;

“Setup Fee” means the fee, if any, referred to in your Order Confirmation for setting up your account and/or Service(s);

“Showmybill” means an area on the Website that you can access by entering your username and password that allows you to view details of the Service, data usage and billing and payment histories; “Start Date” means the date when the Service(s) is/are first made available for you to use;

“Optics Internet” or “our” or “we” means Optics Limited a company incorporated in England and Wales with company registration number 13504393 whose registered office address is at Ribble house, Ribble Business park, Blackburn, BB1 5RB;

“Telecom Provider” means Optics Internet’s provider(s) of elements of the Service(s), namely BT or such other provider as may provide elements of the Service to Optics Internet from time to time;

“Third Party Equipment” means any equipment, including but not limited to telephones, handsets, modems and routers, not supplied to you by Optics Internet as part of the Service(s);

“Us” means you and Optics Internet;

“Welcome Pack” the pack of information sent to you by Optics Internet following acceptance of your order providing important information about your use of the Service(s);

“You” and “your” means the natural person who enters into a contract with Us for the Service(s)

