



STANDARD TERMS AND CONDITIONS FOR YOUR RESIDENTIAL
CUSTOMER SERVICE AGREEMENT FOR VISION FIBRE MEDIA'S
INSTALLATION SERVICES, INTERNET SERVICES, TELEPHONE
OVER BROADBAND SERVICES AND ANY OTHER ADDITIONAL OR ANCILLARY SERVICES
PROVIDED IN CONNECTION WITH THEM

1. THESE TERMS AND CONDITIONS

You are reading Vision Fibre Media's Residential Customer Standard Terms and Conditions ("Terms") which form part of your Residential Customer Service Agreement ("Agreement") for VFM's Services. These Terms together with the other documents forming the Agreement (as listed below) set out the terms and conditions upon which we will supply you with VFM's Installation ("Installation") Service (if applicable), Internet ("Internet") Service (if applicable) and Telephone Over Broadband ("Telephone") Service (if applicable) and any Additional or Ancillary ("Additional") Services (if applicable), which you may choose to purchase from us from time to time.

Unless you purchase the Installation-only Service, this will include (as applicable depending on the packages you choose to purchase in your Order) our Vision Zip 20Mbps ("Zip"), Vision Dash 50Mbps ("Dash"), Vision Rush 100Mbps ("Rush") or Vision Lightning 1Gbs ("Lightning") Internet connection and access, Vision Fibre Router, maintenance and support services, Telephone Service and such other Additional Services as are agreed in your Order or as we may agree to provide you from time to time (all of which are referred to together as "Services").

If you sign up to the Telephone Service you understand and agree that the Telephone Service may not offer all of the features you may expect from a traditional phone line and is dependent on your connection to the Network and the availability of the Network. The Telephone Service may sometimes be unavailable as a result of things over which we have no control, for example, power disruptions and will cease to function if there is a power failure or a failure in the Network.

You understand and acknowledge that the Telephone Service allows calls to the emergency services numbers 999 and 112 and these services WILL NOT function if there is a power cut or if your Internet Service connection fails. You agree to inform potential users of the Telephone Service of the above limitations and you understand and accept that you should always have an alternative means of accessing 999/112 emergency services (whether by using the existing copper wire telephone line to the Premises or another alternative).

You can find more details about the Telephone Service and its limitations below under section 12 "Special Provisions Relating to the Telephone Service and Number Portability" and on our website.



The Agreement for the Services is made up of the following terms (including any other document we refer to in those terms).

1.1. These Terms

1.2. The VFM residential Internet Service and telephone service plans and tariff.

1.3. The VFM Privacy and Cookie Policy.

1.4. The VFM Fair and Acceptable Usage Policy all of which are available on our Website at www.visionfibremedia.com.

If any of these documents contradict each other, the terms will apply in the order set out above (except that if there is a conflict relating to pricing between these Terms and the plans and tariffs referred to in 1.2 above then the information on those pages will take precedence over these Terms).

In these Terms all references to "we", "us" or "our" are references to VFM and all references to "you", "Customer" and "your" are references to you our Customer.

Reference to the "parties" means both VFM and you, the Customer.

You agree, either by ticking the box next to 'I accept the Terms of Service' on our Website or by signing an Order (when it is not possible for you to place or confirm an Order online) or upon delivery of the relevant Terms to you, to be bound by them. These Terms will apply to all residential Customers. The Services and Equipment we provide to you under these Terms must not be used for business purposes except for Home Working.

You will find a summary of the key definitions of words which we use in these Terms in Clause 21.

2. INFORMATION ABOUT US

Vision Fibre Media Ltd ("VFM") is an Internet Service Provider ("ISP"). We are a limited company registered in England and Wales under company number 8003317 and our registered office is Silavco Technology Centre, Compass Point, St Ives, Cambs, PE27 5JL. Our VAT number is 159 7127 80.

We are regulated in the UK by OfCom. We are also a member of the UK Internet Service Providers Association ("ISPA") and Ombudsman Services (the provider of an independent alternative dispute resolution scheme) about both of which you may find further details below under "Complaints".

3. PLACING AN ORDER



All of VFM's Services are available by ordering online and you place an Order with us by following the online Order process or by calling Customer Support and placing a telephone Order (although after Customer Support creates your online account, if not done during the telephone call and directed to do so, you will still need to provide payment details and confirm your acceptance of these Terms online before your Order is accepted) or filling in and submitting a written Order form (when it is not possible for you to place an Order online).

Your submission to us of an Order confirms your acceptance of these Terms and creates an Agreement between you and us incorporating the terms and documents referenced in Clause 1 above.

VFM's Services will only be supplied to an address which is able to receive the Services (which you can check using our online address checker) and you must be at least 18 years old when you place your Order with VFM.

If you wish to terminate services supplied to you by another provider, you should check whether you are responsible for any cancellation or other charges or other liability as a result of the termination of your current service contract. We are not responsible for any such charges or liability nor will your services be terminated automatically by subscribing to VFM's Services.

When ordering the Services, you must provide a valid email address and you are responsible for maintaining and regularly checking this email address. You can update details of your email address in the online Customer Support Centre on the Website. We will generally use this email address to contact you for all purposes under the Agreement (although we may use other methods to contact you as set out in Clause 16 below).

Upon receipt of your Order we will either send you an email confirming receipt and acceptance of your Order (and upon such confirmation such Order will become binding on you and VFM on and subject to the terms of the Agreement) or notify you that we are unable to accept your Order (in our sole discretion) in which event we shall have no obligation to you whatsoever in respect of the Services stated in the Order.

If we accept your Order, at the time of confirmation of our acceptance we will provide you with further details of when we expect to be able to connect you to the VFM Network.

If after receiving or accepting your Order VFM cannot provide you with the Services, we will notify you. Your Agreement will terminate and any Charges you have paid will be refunded to you.

Also, please be advised that by placing an Order, you agree that VFM, or third parties acting on our behalf, may carry out credit checks on you using the information that you provide as set out in Clause 15.



4. MULTI-TENANTED DWELLINGS

The following paragraphs apply where the landlord or manager of the building specified in your order (the "Landlord") has entered into an agreement with us to provide Services (the "Landlord Services") to that building, including to your flat, apartment or workspace.

Our agreement with the Landlord is subject to and conditional upon your complying with these Terms and with the documents referenced in Clauses 1.2 to 1.4. In return for our agreeing to provide the Landlord Services, you commit to us that you will comply with these Terms and additional documents.

You understand that our obligation to provide the Landlord Services is owed to the Landlord and not to you directly. Accordingly, you further understand that:

- The agreement between you and us is limited to your agreeing to comply with these Terms and with the documents referenced above in return for our agreeing to provide the Landlord Services;
- We shall have no obligation to you to whatsoever under this Agreement and all provisions relating to the installation, provision and maintenance of the Landlord Services and provisions imposing obligations or restrictions on us shall be ineffective;
- In the event of a failure of or fault with the Services or any issues relating to installation any liability shall lie between us and the Landlord. You agree that you will not bring any claims or other legal proceedings against us whether in contract, tort (including negligence) or misrepresentation in connection with the foregoing ("Claims"), you waive all and any such Claims and hereby indemnify us and hold us harmless in respect of the same.

We may agree that you may report faults with the Landlord Service to us directly. If we incur additional costs in investigating and fixing faults or conducting works at your direction and if so directed to the Landlord, we may invoice these amounts to you directly. In such case, you agree to pay such amounts in accordance with these Terms. This does not affect the bullet points set out in the above paragraph.

You understand that the Landlord Services may be suspended or terminated (i) in accordance with the terms of our agreement with the Landlord (for example, if the Landlord fails to pay amounts that it owes to us); and/or (ii) if you fail to comply with these Terms and the documents referenced above.

If you place further orders with us for services additional to the Landlord Services ("Additional Services"), these will be governed by a separate agreement between you and us. You acknowledge that our ability to provide Additional Services is reliant upon provision



of the Landlord Services. In the event that the Landlord Services are suspended or terminated (for example, because the Landlord has not paid us amounts that they owe), we will have no liability for any failure of the Additional Services but whenever reasonably possible we will give you an opportunity to order services equivalent to the Landlord Services from us directly.

5. THE EQUIPMENT

Subject to receipt of any Connection Charge in advance, we will provide you with Equipment necessary to enable you to facilitate and enhance usage of the Services you have ordered. This may include a welcome pack, a Vision Fibre Router, power adaptor, cables and a Vision Fibre Router booklet and which may be sent to the Premises (or UK delivery address you provide during the ordering process) or to your email address (as we deem appropriate) (the 'Equipment'). We will advise you of the Equipment to be provided and the Connection Charge for your Services during the ordering process.

The Equipment including the Vision Fibre Router remains our property and is to be kept at the Premises. You will need to take good care of all of the Equipment as if it is damaged in your care while you are receiving our Services you may incur additional Charges for repair or replacement. Please note the requirement for the Equipment to remain at the Premises whether or not you leave the Premises or stop using our Services (unless you are required to return the Vision Fibre Router to us as provided in Clause 8). You should note that if you exercise your statutory right to cancel your Agreement as set out below in "Installation and Connection" you will be charged for the cost of the Equipment provided to you when we provision your Order if you do not return it to us at your cost unopened and unused within 14 days of the date on which you cancel your Order. Details of this and other Charges payable on cancellation are also set out in that section.

If your Vision Fibre Router or any other Equipment we provide to you in connection with the Services is faulty, we will repair or replace it, providing the fault is not caused by any act, omission or negligence while in your care. You will need to return any faulty or replaced items of Equipment to us at our trading office address (shown in Clause 1). We will test the returned Equipment and verify the existence and/or cause of the fault. If, in our reasonable opinion, the Equipment is proven to be not faulty or the fault was caused by any act, omission or negligence while in your care, then we will charge you for any applicable Replacement Items Fee.

Except as expressly set out in these Terms, we will not be liable to you for any loss or damage caused by your installation or use of the Equipment or additional equipment.

6. ACCESS, PERMITS AND VISITING YOUR PREMISES

You authorise us to install, keep and use apparatus (including but not limited to Equipment and additional equipment) at your Premises and you agree that we and our employees, agents or contractors may enter your Premises so that we can:



6.1. Carry out any work that is necessary for us to connect, maintain, alter, replace or remove any apparatus necessary for us to supply the Services you and others have asked for; and

6.2. Inspect any apparatus and equipment related to receiving and using our Services which you may keep there.

We agree to cause as little disturbance as reasonably possible when carrying out any work at your Premises. We agree to repair, to your reasonable satisfaction, any damage that we, our agents or contractors may cause at your Premises.

You agree to follow any reasonable instructions that we may give you, and to allow us access to your premises if we need it. You agree that you or a person authorised by you (who is 18 or over) will either be present when we visit or provide us with access to your Premises on your behalf.

You also agree to try to get any consent or permission needed from someone else if we have to cross their land or put our Equipment on their premises (including the provision to us of a Wayleave Agreement in such form as we shall reasonably require). We are not obliged to install or provide the Services unless all consents and permissions have been obtained. If you are unable to provide us with any necessary consent or permission then, at our sole discretion, your Agreement will terminate and any Connection Charges you have paid will be refunded to you less any costs we have incurred prior to the date of such termination.

You agree not to do anything, or allow anything to be done, at your Premises that may cause damage to or interfere with any apparatus or Equipment or prevent use or easy access to it. If any apparatus and/or equipment is damaged other than through fair wear and tear, you will have to pay for it to be repaired or replaced.

You confirm that you are:

6.3. The current occupier of the Premises; and

6.4. Either the freeholder of the Premises or a tenant under a lease with permission to install the Equipment at the Premises from the freeholder.

We cannot normally be required to remove permanent installations if you terminate the Agreement or move from your Premises. You understand and agree that all apparatus and/or Equipment including the Vision Fibre Router remains our property and you will not remove any of the apparatus and/or Equipment we supply to you without our written agreement. You understand that the Charges have been calculated on the basis that all such apparatus and Equipment remains in place unless you are required by these Terms to return it and, if otherwise removed or damaged, you will liable to pay us for the then current cost



of installation and/or replacement. The provisions in this Clause 5 survive termination of the Agreement.

7. INSTALLATION AND CONNECTION

Subject to payment of any Connection Charge notified to you in the Order, connection takes place via a port which may already exist in your Premises and there should be no reason for a VFM engineer to visit your Premises unless that port is not available or working. However, if when you place your Order there is no existing port and/or face plate in your Premises or if you wish to move or rewire the existing port or wish to have bespoke placement of the face plate in one or multiple sites at the Premises then, subject to our prior written agreement and payment of the related Charges, a VFM engineer will need to attend at the Premises prior to connection. You agree to provide any reasonable cooperation and assistance that may be required to connect you to our Services.

Unless you choose to purchase the Installation-only Service, you will be assigned an IP address which is free of charge. Please note that the IP address will be reassigned to VFM or to another VFM customer if your Internet Services is disconnected or terminated for any reason.

The actual speed and performance of your Internet Service will depend on a number of factors (including, for example, the limitations of the Equipment (including the Vision Fibre Router) and devices you connect to the Service whether provided by us or not) some of which are outside of our control. Maximum speeds for your Premises will be obtained by using an Ethernet cable to connect directly to the Vision Fibre Router. You acknowledge that we cannot guarantee that maximum transmission speeds can be obtained at any time; nor can we guarantee that your connection will reach any specific speeds. However, taking the above into consideration, you should achieve speeds close to the maximum speed available for your Internet Service. More details about speed and factors affecting speed (including the specifications for the Equipment) can be found in our frequently asked questions section on our website. We will use our reasonable endeavours to inform you of any issues and attempt to resolve them as soon as it is reasonably possible.

You may choose to upgrade your chosen package for your Internet Service to any then available Internet Services package at your Premises and may add or remove the Additional Telephone Packages from your Telephone Service during the Minimum Period of your Services at any time by requesting a transfer online from the Customer Support Centre or in writing (by email or letter) whether before or after your Services have been activated. If you do transfer to another Internet Services package at any time during the Minimum Period then the Minimum Period will start again from the date we start providing the new package to you and will last for a minimum of 12 months from that date.

We have the right to terminate the Agreement without liability after receipt of your Order or after confirmation of acceptance has been sent but before you have been connected (i) if you fail a credit check, the bank, debit or credit card details you provide to us are not valid



and/or correct or you do not pay any Charges required to be paid to us prior to connection when due or you have previously misused our Services, (ii) if we're not able to provide the Services to your Premises by the expected connection date for any reason or (iii) for any other reason at our sole discretion. If VFM ends your Agreement before connection (other than as a result of your own act or omission (including for the reasons set out in (i) in the preceding sentence)), any Charges you have paid will be refunded to you.

If (after we have confirmed a connection date for your Internet and/or Telephone Services), we do not actually connect your Services for more than one (1) month after this confirmed connection date (other than as a result of your own act or omission), you are entitled to end your Agreement with VFM by sending a cancellation notice in writing. If you do so, any Charges you have paid will be refunded to you.

You have a statutory right to cancel the Agreement during a period of seven (7) working days starting on the day after we send you email confirmation of your order, however, you agree that we may start work on your order before this period has expired and if we do, you will lose your right to cancel. If you do cancel the Agreement, you must return all Equipment to us at your cost to the address we provide to you for this purpose unused and unopened (or pay us for it in full) within 14 days of the date on which you cancel your Order. Further details of your statutory right of cancellation, and an explanation of how to exercise it, are provided in the Code of Practice. Other than as expressly set out above, this provision does not affect your statutory rights as a consumer.

While you're connected to the Network, you'll need to keep a router or Ethernet cable capable of connecting to the Services. If you do not do so you may not be able to continue receiving the Services. If we are unable to provide the Services to you on your new Equipment, then our usual termination provisions will apply (see "Term of Agreement, Restriction, Suspension and Termination").

If your Services are disconnected for any reason or suspended for any reason, we will charge you a Re-activation Fee of £10.

8. TERM OF AGREEMENT, SUSPENSION, RESTRICTION AND TERMINATION

The Agreement for your Services starts on the date you first order Services from us. Your Services start on the Services Start Date which will be the date that you have received the Equipment and the welcome pack. You will be deemed to have received all Equipment and the welcome pack following the installation or three (3) days after we send those items to you and that will be your Services Start Date. The Minimum Period of the Services is 12 months from your Services Start Date on our Dash and above packages and 18 months on our Zip package.

You can terminate the Agreement at any time by paying the related Service Termination Fee, which is calculated based on the remaining Minimum Period of your Agreement, cost of



installation and equipment providing you give us written notice of termination online from the Customer Support Centre through a ticket submission or in writing (by email, or letter). Service will be terminated one (1) month after receipt of your termination notice and fee whether requested online from the Customer Support Centre or in writing (by email, or letter).

After the first twelve 12 or 18 months (depending upon package) from your Services Start Date, you can terminate the Agreement at any time without paying any Service Termination Fees, providing you give us one (1) month's written notice of termination from the Customer Support Centre or in writing (by email, or letter).

If you opt to use our optional Telephone Service or Additional Telephone Packages, the termination period for those Services is one (1) month's written notice the same as for your Telephone Service. Be aware that if you cancel your Telephone Service and you are on a bundled package offer which provided you with a reduced Charge for your total package of Services, then the Rental Charge for your remaining Services will change.

VFM may terminate the Agreement or, at its option, restrict or suspend some or all of the Services immediately without notice if:

- you don't pay us, by the due date, any money you owe us (although we will notify you by email to the email address you have registered on your VFM account before we take this action) or you cancel the direct debit for your Services without agreeing another form of payment with us;
- you misuse any of our Services (see our "Fair and acceptable usage policy");
- if you use the Telephone Service, you go over any cap on your account (in which case we may restrict or suspend your Telephone Service);
- we have reason to believe that you have provided us false, inaccurate or misleading information either for the purpose of obtaining the Services and/or the Equipment or at any time during the ordering process or provision of the Services;
- we have reason to believe that you or another person at your Premises or using your Services have committed, or may be committing, any fraud against us and/or any other person or organisation by using the Services or the Equipment (or both);
- you or anyone you authorise to deal with us on your behalf acts in a way towards our staff or agents which we reasonably consider to be inappropriate;
- any permission under which we are entitled to connect, maintain, modify or replace the Equipment is ended for any reason;



- we are required to comply with an order, instruction or request of Government, an emergency services organisation or other competent administration or regulatory authority; or

For your and our protection we can suspend the services if the number of calls or Call Charges made by you have increased to such an extent that it appears, in our reasonable opinion, that the Services are not being used in a manner consistent with your previous use. We will make reasonable efforts to contact you before suspending the Services but we are not liable for any loss you may suffer through this suspension. We will not provide the Services again until we are satisfied that you know of the increased usage and that you will pay the charges relating to that increased usage. We may also:

- a. ask you to make a payment of a deposit as security for your Charges; or
- b. prevent you from making international calls and/or premium rated calls if in our reasonable opinion, they form a significant proportion of your Charges.

Either you or VFM may terminate the Agreement by giving thirty (30) days' written notice to the other if:

- if there has been a material breach of the Agreement by the other party (and this isn't remedied within thirty (30) days of a written notice notifying the breach)
- if an event, outside its reasonable control, prevents continued provision of the Services for more than thirty (30) days
- if the other is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986); or becomes insolvent or bankrupt; or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction); or makes an application to a court of competent jurisdiction for protection from its creditors generally; or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets; or enters into or proposes any composition or arrangement with its creditors generally; or if any legal action is taken or threatened against the other's property; or is subject to any analogous event or proceeding in any applicable jurisdiction; or
- by VFM only, for any other or no reason, without cause.

Sometimes we may choose to ignore it if you break one of our terms and conditions, or we may choose not to enforce a particular term. But even if we do this, we can still choose to enforce that term or take action because you break that or any other term in the future.

If VFM is entitled to restrict or suspend your Services then all Charges for your Services will remain payable by you notwithstanding such suspension.



If VFM is entitled to terminate your Services (other than without cause), then VFM will be entitled to charge you for the Charges which would have been payable to VFM as if you had provided us with a termination notice on the date of such termination.

If this Agreement terminates for any reason, you are obliged to return the Vision Fibre Router to us at the address stated on the Website. You are responsible for ensuring that the Vision Fibre Router reaches us in good working order. If we do not receive the Vision Fibre Router from you within a period of fourteen 14 days following the date of termination or if we receive the Vision Fibre Router but it is faulty or damaged, we will be entitled to charge you the full replacement value which will automatically be applied using your usual method of payment.

9. PAYMENT TERMS AND CHARGES

You must pay the Charges that apply to the Services you're receiving from us as set out below. All recurring Charges are payable from your Services Start Date (see "Installation and Connection"). One-off Charges are payable as provided below. All Charges other than Call Charges will be collected in advance, while Call Charges outside of packages will be collected in arrears. Our billing date will be monthly in advance from the service live date.

Our Charges may include the following fees:

- Call Charges - Recurring Charge, paid monthly in arrears, for the calls made in connection with the provision of your monthly Telephone Service (if applicable). If possible, Call Charges will appear on your next bill, but sometimes Call Charges may appear on a later bill. We may cap the Call Charges you are able to make each month (in our sole discretion and as we may decide from time to time) and warn you if you are likely to exceed the cap in any month. You will then have the option of paying a portion of the call Charges incurred that month by credit card to avoid suspension of the Telephone Service that month.
- Connection Charge - One-off Charge, for connection to the Services charged in your first invoice.
- Installation Fee – One-off Charge, for installation of the Services at your Premises where no VFM face plate exists, notified to you during the ordering process and paid prior to the installation of the VFM face plate into your Premises.
- Order Cancellation Fee – One-off Charge, paid on demand if you cancel your Order before the Services Start Date, which includes any actual costs incurred by us in processing your Order and providing the Services (please note that this is a change to your statutory rights; see "Placing an Order" above), No Order Cancellation Fee is payable by you if the



building at which your Premises are located provides you with the Internet Service and/or Telephone Service free of charge.

- Re-activation Fee - One-off Charge, paid on demand if your account has been terminated or suspended.
- Rental Charge - Recurring Charge, paid monthly in advance, for the provision of your monthly Internet Service and/or Telephone Services (as applicable).
- Replacement Items Fee - One-off Charge, paid on demand if VFM needs to repair or replace any of the Equipment provided to you to enable you to connect to the Services or booklet or other items of equipment.

- Service Termination Fee – One-off Charge, paid on demand if you cancel your Services before the end of the Minimum Period. Charge is calculated based on the remaining Rental Charges in your Minimum Period.

There are no charges for any Services provided by our Customer Support team but you will incur charges for calls made to our Customer Support telephone line at local call rates.

VFM accepts payment by direct debit or you may use a VFM approved debit or credit card to pay for any applicable Installation Charges, or to make an interim payment of your Call Charges if you take the Telephone Service. You will need to provide us with your bank account details during the online order process. If your bank details change you must notify us immediately to ensure continuity of your Services. It is possible to change these details in our Customer Support Centre.

Upon sign-up, and where an installation is required, the first months services charges together with any applicable connection fee will be taken via our online payment system and held until service is live following a successful installation. The second payment will be taken one month following the service live date with subsequent payments taken for each month thereafter.

We may also charge you £10 by way of compensation to us for any direct debit payments which are returned to us for any reason. The charges set out in this paragraph are not subject to VAT.

VFM reserves the right to change prices for the Services at any time, by giving you notice in writing which will include sending an email to the email address you provide to us during the order process or which you subsequently update in the online Customer Support Centre. Please see your right to terminate in the event of a material change ("Changes to Our Charges, These Terms and/or the Services").

All invoices will be issued and held on the Website in the Customer Support Centre. You will need your username or registered email address and password in order to access the Customer Support Centre. VFM will email you to notify you when a new invoice has been issued and you are responsible for viewing and taking copies of each invoice.



If you think that the Charges on your bill are incorrect and wish to dispute those Charges, you must tell us straight away. You must pay any Charges that are not disputed. We will not suspend or end the Services while we investigate any dispute.

You must pay VFM all sums due to VFM in full and you cannot deduct or withhold any part of the sums you owe us, except as permitted by law.

We have the right to charge you interest if you do not pay us in full by the due date. We may charge you interest on any overdue payments from the date you should have paid until we receive full payment of the amount you owe including full interest (whether before or after judgment) at the yearly equivalent of 4 percent per annum above the base rate of Barclays Bank plc from time to time.

If VFM does not receive full payment for the Services provided to you, we have the right to suspend or terminate your Services and take any steps necessary to recover the amount due (including any costs incurred in collecting the amounts you owe). We will notify you by email to the email address you have registered on your VFM account before we take any such action.

All prices shown on our residential product pages are inclusive of VAT but our invoices show VAT payable as a separate item on each invoice. In any event you are liable to pay VAT on all Services provided.

10. SERVICE INTERRUPTIONS

Occasionally, we may have to:

10.1. Interrupt all or part of the Services. If we do so, we will take reasonable measures to restore the Services as quickly as we can;

10.2. Change your area code or phone number, or access numbers; or

10.3. Make minor changes to certain technical specifications, including limits for transferring information which are associated with the Services or make changes to our Network or we may need to suspend provision of the Services for operational or technical reasons. We will use all reasonable endeavours to notify you in advance of any such change or suspension if it materially affects your Services.

We will do everything which is reasonably in our power to minimise the effect of any interruptions or disruptions to you. However, it is technically impossible for VFM to provide a fault-free Service at all times. For more details about our liability to you, see "VFM's Liability to you and Limitations on VFM's Liability" below.

If we reasonably believe that you are using the Services in breach of your obligations (see "Your Obligations"), including breach of the "Fair and acceptable usage policy", we may without liability or further notice suspend your Services or in certain circumstances



terminate your Agreement (see "Term of Agreement, Restriction, Suspension and Termination" above).

However, in any event, we cannot be held responsible for disruptions which are caused by matters beyond its reasonable control (see "Matters Beyond our Reasonable Control" below).

11. MOVING

We will only be able to provide the Services to any new premises you move to if your new premises are served by VFM at the time you move. Unfortunately provision of the Services to you at new premises will usually need to be treated as if you were a new Customer (including all Connection Charges (although you may be able to use your existing Equipment) and Installation Fees). You will be able to obtain further information on the Charges payable for the provision of Services to your new premises during the ordering process. We cannot guarantee that you can keep your existing telephone number when you move to any new premises. Please contact Customer Support if you are planning a move and we will try to help to minimise any issues associated with your VFM Services.

12. YOUR OBLIGATIONS

You agree that you will comply fully with your obligations under the Agreement, and at all times:

- comply with the terms set out in VFM's "Fair and Acceptable Usage Policy" (as published on the Website from time to time) and ensure that any others using the Services via your account comply with the policy, too.
- If we provide you with the Telephone Service, (i) you will not advertise your phone number in or on a public phone box or use the Telephone Service to make nuisance or hoax calls, (ii) you agree that you do not own the phone number and that you will not transfer it to anyone else or try to do so, (iii) you agree that we may give your name, address and phone number to the emergency services and (unless you tell us otherwise) also to other authorised public communications operators and regulated directory service providers (so your details can be included in phone books and be obtained from publicly available directory enquiry services), (iv) you understand that we cannot accept any liability whatsoever for any failure by authorised public communications operators and regulated directory service providers to whom we provide information to comply with your listing request (although we can tell you about other options that are available to protect and control how your information is used).
- keep your security information safe and tell us immediately if you become aware of any improper disclosure of your security information or unauthorised use of the Services through your account



- provide complete, accurate and truthful information to us (especially during the ordering process) and ensure that this information is always kept up to date and accurate.
- tell us immediately about any fault or problem arising in relation to our provision of the Services to you and/or any loss or damage to any part of the Equipment or additional equipment.
- ensure that your equipment, any additional equipment and software used by you complies with all Applicable Laws and bears the European Consumer Equipment Standards 'CE' mark and that you have any necessary licenses before you use it to connect to the Network and ensure that your equipment and any additional equipment and software is compatible with our Equipment.
- only you control the content you upload or download using the Network. We have no responsibility for any such content.
- comply with the Agreement and any reasonable instructions we give you.
- indemnify VFM against all losses, liabilities, costs (including legal costs) and expenses which VFM may incur as a result of any third party claims against VFM arising from, or in connection with your use or misuse of the Services or breach of these Terms or the Agreement.
- you agree not to use the Services for any commercial or business use (except for Home Working) • the 'Code of practice' on the website at (which includes details of how to claim under our Number Porting Compensation Scheme) and the complaints Code of Practice at relating to complaints and the resolution of disputes applies to you
- all amounts due to VFM shall be paid in full (without deduction or withholding except as required by law) and you shall not be entitled to assert any credit, set-off or counterclaim against VFM in order to justify withholding payment of any such amount in whole or in part

From time to time, VFM may (with or without notice to you) review, record or check your use of the Services where VFM is required to do so to ensure compliance with any Applicable Laws or where ordered to do so by any court or other body or authority with the power to require such monitoring and for our own internal purposes to ensure compliance with the Agreement (including the FAUP). Please see the Privacy and Cookie Policy for more details on how we use your information.

We may monitor and record calls relating to Customer Support services and telemarketing. We do this for training purposes and to improve the quality of our customer services. We also record all calls to the 999 or 112 emergency services.

13. SPECIAL PROVISIONS RELATING TO THE TELEPHONE SERVICE



AND NUMBER PORTABILITY

If we provide you with the Telephone Service, you understand and agree that the Telephone Service may not offer all of the features you may expect from a traditional phone line and may sometimes be unavailable as a result of things over which we have no control, for example, power supply disruptions.

You understand and agree that the Telephone Service is dependent on your connection to the Network and the availability of the Network. The Telephone Service will therefore cease to function if there is a power failure or a failure in the Network.

You must use all reasonable endeavours to maintain a mains (240 volt AC) power supply to the Equipment we supply to you if you use our Equipment to access your Telephone Service and at the Premises at all times in order to use the Telephone Service.

You understand and acknowledge that the Telephone Service allows calls to the emergency services numbers 999 and 112 and that calls to these services will fail if there is a power cut or if your Internet Service connection fails. You agree that there is an existing copper wire telephone line to the Premises and that you will use that line or an alternative method of communication for emergency calls.

You understand and acknowledge that there may be some limitations, as set out in the following paragraphs:

- (a) During a Service Outage or a power failure, access to 999/112 public emergency call services will not be available;
- (b) Your location will be registered as a part of subscribing to the Telephone Service. This is necessary for billing purposes and for emergency operators and authorities to identify your location and phone number if you dial 999/112; and
- (c) If VFM suspends the Telephone Service under this Agreement, you will still be able to dial 999/112.

We will take all reasonable steps to assist you if you want to move your telephone number onto another provider's network or from another provider's network to our Network provided that you give us details of this at the time you place your Order (number porting). We will be entitled to pass on to you any third party charges we incur in connection with this transfer. You will be notified in advance of any charges associated with this transfer prior to the Order being processed.

However, please note that, under some circumstances, number portability may not be possible and you may not be able to keep your telephone number. We will not process a number porting request, unless your account is completely current, including payment for all Charges and applicable Service Termination Fees. It is expected that it will take



approximately ten (10) business days from the date of request for number porting and the date of actual transfer of the telephone number being ported (although the actual period may be longer or shorter and may depend on factors outside of our control).

If you are moving your telephone number to or from a new provider you will need to tell them that you wish to transfer your number and we will take all reasonable steps to ensure that the transfer of your number and subsequent activation is completed within one (1) business day provided all necessary activation processes have been completed, the network connection is ready for your use and (where you wish to port your telephone number to VFM) your existing provider has received a request to activate the transfer of your number and agreed a transfer date ("the Necessary Activation Requirements"). In the meantime, if you are moving your telephone number to our Telephone Service, we will provide you with a temporary number so that you can use the Telephone Service using that temporary number until the number porting is completed.

For the avoidance of doubt and in accordance with applicable regulation, the one (1) business day time period does not commence from the date you submit a number transfer request; it commences from the agreed date of port and once an agreement to port has been concluded between us and (where you wish to port your telephone number to VFM) your existing provider following completion of all the above Necessary Activation Requirements. Following completion of all the Necessary Activation Requirements we will send a notification to the email address you have registered on your VFM account telling you the date when your number will be transferred. If having told you the date when your number will be transferred there is a subsequent delay in the Necessary Activation Requirements, we will inform you (by sending a notification to the email address you have registered on your VFM account) of the new date when your number will be transferred.

Any change to the date of your number transfer due to the Necessary Activation Requirements not being completed shall not constitute a delay or abuse in porting and shall not give rise to a claim for compensation. Subject to the Necessary Activation Requirements having been completed, if we delay the transfer of your number for more than one (1) business day or where there is an abuse of porting by us, upon receipt of a valid and genuine claim from you we shall provide reasonable compensation as soon as is reasonably practicable for such delay and/or abuse in accordance with our Number Porting Compensation Scheme. Details of how compensation may be claimed are set out in our Complaints Code of Practice. Any compensation awarded pursuant to our Number Porting Compensation Scheme shall be in full and final settlement of any claim you may have against us (now or in the future) in respect of the delay and/or abuse in porting the subject of your claim.

All calls made using the Telephone Service are subject to the Fair and Acceptable Usage Policy and we reserve the right to impose limits on your calls, apply additional charges or suspend or terminate your access to the Services if we reasonably believe you are in breach of our Fair and Acceptable Usage Policy. Please note that we reserve the right to record certain calls to ensure that you are using the Services in accordance with our Fair and Acceptable Usage Policy.



14. VFM'S LIABILITY TO YOU AND LIMITATIONS ON VFM'S LIABILITY

When we carry out any obligation under the Agreement, our duty is to exercise the reasonable care and skill of a competent service provider only.

We do not warrant that the provision of the Services will be fault-free or uninterrupted, but we will use all reasonable care and skill to provide and maintain the Services. Unfortunately, we cannot guarantee that the Services or the Equipment we provide will never be faulty.

Except as expressly set out in the Agreement, VFM is not liable to pay damages for use of the Services or Equipment or any losses caused by delays or interruptions. We are not liable to pay damages if anyone else, other than a paying Customer, gains access to that Customer's connection to the Services, that Customer's computer, the Equipment and other related equipment (including, without limitation, any additional equipment) or gains access to, destroys or distorts any data or information held by us.

We are not responsible for any goods or services supplied in a separate agreement with another supplier, even if access to these goods or services is through our Network.

Except as expressly set out below in relation to property damage, our aggregate liability to you with respect to this Agreement for any claims arising in any calendar year (whether in contract, tort, arising as a result of negligence or breach of statutory duty or otherwise) shall not exceed 125% of the Charges due in that calendar year.

To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

(a) All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

(b) All liability in contract, tort (including negligence and breach of statutory duty) or otherwise arising under or in connection with this Agreement for:

- Any loss or damage incurred by you or any user of the Services or of the Website in connection with the use, inability to use, or results of the use of our Services, the Website, the Equipment or additional equipment or website, any websites linked to it and any materials posted on it.
- Any indirect or consequential loss or damage or is not reasonably foreseeable and for any of the following (whether the same are direct or indirect and irrespective of whether reasonably foreseeable):

- (i) loss of income or revenue;
- (ii) loss of business or opportunity;
- (iii) loss of profits or contracts; (iv) loss of anticipated savings;



- (v) loss of corruption of data, information or software;
- (vi) loss of goodwill
- (vii) the cost of procuring substitute goods or services; and (viii) wasted management or office time.

Any other loss or damage of any kind, provided that this condition shall not prevent claims (i) for loss of or damage to your tangible property arising from our negligence for which we will pay up to £100,000 in any 12-month period or (ii) any other claims for direct financial loss that are not excluded by any of the categories set out above (subject to the cap on liability set out above).

We will not be liable to you for any losses that you may suffer if you have used the Service or Equipment we provide for business purposes.

In the event of any failure in the Services or Equipment, we shall not be responsible for any charges incurred by you should you divert your telephone or Internet traffic to another communications provider.

Each provision of this section is to be construed as a separate provision applying and surviving even if one or more of the other provisions of this clause is held inapplicable or unreasonable.

This does not affect our liability for death or personal injury arising from our (or our employees', contractors' or agents') negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under Applicable Law.

Nothing in this section affects your statutory rights relating to Equipment which is faulty or has been described wrongly or your rights as a consumer (referred to in clause 6).

As a residential Customer (consumer), the terms of the Agreement will not affect any legal rights which you may have which cannot be excluded by agreement. For more details of your legal rights, you should contact your local Citizens Advice Bureau.

You shall at all times be under a duty to mitigate any losses suffered by you.

15. MATTERS BEYOND OUR REASONABLE CONTROL

Sometimes we may not be able to do what we have agreed because of something beyond our reasonable control, which may include (but is not limited to): lightning, flood, severe weather, fire, explosion, terrorist activities, war, civil disorder, damage or vandalism to our Network or equipment, anything done by local or national Governments or other competent authorities, or industrial disputes. There may be other reasons too. In these cases, we do not accept responsibility for not providing you with the Services.



16. OTHER GENERAL PROVISIONS

You accept that the Agreement for the Services is personal to you and agree not to transfer it or the benefit of the Services to anyone else, or to try to do so. However, we may take instructions from a person who we think, with good reason, is acting with your permission. We can transfer the Agreement for the Services or the provision of the Services to a third party provided we give you notice and obtain your consent (not to be unreasonably withheld, conditioned or delayed) if the transfer may have a negative effect on the Services we provide to you or adversely affect your rights under the Agreement.

You accept that when you order the Services from us we may make enquiries about you for credit reference purposes. These enquiries include searching your records held by Experian / Equifax or any other credit reference agency or any fraud prevention scheme. At all times where your information is disclosed to us we will protect it and keep it secure in accordance with our Privacy and Cookie Policy, which can be viewed online at www.visionfibremedia.com. Data we hold about you may also be used for fraud prevention purposes and when required to do so by law, for example under a court order, or in response to properly made demands, under powers contained in legislation and this may include sharing your personal data in confidence with third party companies and organisations, including other communication companies.

You shall keep as confidential all information disclosed to you by, or on behalf of us, which could be reasonably considered to be confidential. This shall include, but not be limited to, all information disclosed by us to you which relates to our business which is not in the public domain. You shall not use any information so provided other than to perform your obligations under this Agreement.

Any failure or delay by VFM in exercising or enforcing any rights or benefits granted by these Terms or the Agreement will not be deemed to be a waiver of any such right or benefit nor will it prevent us from exercising or enforcing any such right or benefit or any other right or benefit on any other occasion.

If a court, arbitrator or any government agency stipulates that any part of these Terms or the Agreement is unenforceable, the remaining Terms and/or provisions of the Agreement will still be valid and enforceable.

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

The Agreement sets out the entire agreement between you and VFM relating to the provision of the Services to you including all intended rights and obligations and supersedes any and all previous agreements and understandings between you and VFM with respect to such provision.



17. HOW WE CAN CONTACT EACH OTHER

You may contact VFM by creating a ticket in the online Customer Support Centre, by sending an email to support@visionfibremedia.com, or by calling our sales and Customer Support lines and any important communications (including any notices or other communications required under these Terms or the Agreement) should additionally be sent to us by post to the address shown on the contact us page.

VFM will contact you at the email address that you provide to us when you place an Order for the Services or which you subsequently update in your account on the Website. When we need to contact you we may also use your billing address, mobile or fixed phone number as we deem appropriate.

18. COMPLAINTS

VFM has a procedure for handling complaints regarding breaches of the Agreement.

If you wish to make a complaint, please send an email to support@visionfibremedia.com. This will allow us to deal with your complaint promptly. You may also call us on the numbers set out in this section below. However, we will always require information about your complaint to be made in writing to allow us to investigate properly.

If you are reporting any illegal or unacceptable use of VFM's services, please email info@visionfibremedia.com and provide us with as many details and as much evidence as possible to help us understand and investigate the problem (such as a copy of the message and/or headers, the full URLs or log files showing unauthorized access to your account depending on the type of misuse you wish to complain about). Please always ensure that you include a short description of why you are making the complaint together with your name and full contact details.

If you wish to make a complaint or need any further information regarding the Agreement, then please contact us on:

E-mail: support@visionfibremedia.com Customer Support Services: 020 7112 8615

We are members of the UK Internet Service Providers Association ("ISPA"). ISPA is the UK's Trade Association for providers of Internet services and promotes competition, self-regulation and the development of the Internet industry. We have agreed to abide by ISPA's Code of Practice which, amongst other things, requires ISPA members to join an Alternative Dispute Resolution scheme to help resolve disputes which may arise with individual or small business (those with no more than 10 employees) customers. We have joined Ombudsman Services (a provider of an Alternative Dispute resolution scheme) and you therefore have the option of referring disputes to the Ombudsman if you are an individual or small business customer.



You can find further details of our complaints procedures and the Ombudsman Services scheme in our Complaints Code of Practice. Alternatively, you can ask us to send a copy of the Complaints Code of Practice to you.

19. JURISDICTION AND APPLICABLE LAW

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Subject to the dispute resolution provisions set out in our Code of Complaints, the English courts will have exclusive jurisdiction over any claim arising from, or related to, the Agreement although we retain the right to bring proceedings against you for breach of the Agreement in your country of residence or any other relevant country.

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

From time to time, we will need to change the Charges or the terms and conditions of the Services covered by this Agreement. We will publish details of all changes online at www.visionfibremedia.com.

We will also let you know about a price increase or a change to the Terms and/or this Agreement that we believe is likely to cause you material disadvantage at least one month before it happens. We will let you know about other price changes and changes to the Terms and/or this Agreement by amending the related Terms or provisions of the Agreement on our Website (and will notify such changes to you on the home page of our Website from time to time). You are expected to check our Website from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on our Website.

If we make a change to the Charges or the terms and conditions of the Services which is to your material disadvantage, you will not have to pay a Charge if you decide to end that Service early, unless the related plan or tariff states otherwise. However, once we have told you about such a change, you must let us know that you want to end that Service within 10 days. This Agreement will continue to apply to any other Services that are not affected by any changes that we make.

Sometimes we may need to make changes to our Charges or the terms and conditions of the Services covered by this Agreement which are outside of our control – for example to meet legal, regulatory or financial requirements. If we need to make changes for these reasons, we will let you know as soon as we can, but we will not have to meet the timescales detailed above, and you will not be able to end any affected Service early without charge.



21. DATE

These Terms are effective from 4th May 2017.

22. DEFINITION OF THE WORDS USED IN THESE TERMS

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

"Additional Services" means any supplementary Services and features provided by VFM to you in connection with the Internet Service and/or Telephone Service from time to time.

"Additional Telephone Packages" means any supplementary packages available with your Telephone Service from time to time as shown on the related product page from time to time.

"Agreement" means this Agreement as described in Clause 1.

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

"Business Day" means any day other than a Saturday or a Sunday or a public holiday in England and Wales.

"Call Charges" means the call charges calculated as set out on the website.

"Charges" means any or all charges to you payable to VFM in respect of the Internet Service and the Telephone Service (if applicable), or any other charges for Additional Services as listed on the website.

"Code of Practice" means VFM's consumer code of practice which is available on the website.

"Complaints Code of Practice" means VFM's complaints code of practice which is available on the website.

"Connection Charge" means the connection charge as set out on the website.

"Customer" means you, our residential customer;



"Customer Support" means our Residential Customer Support Team which can be contacted by email to support@visionfibremedia.com or on 020 7112 8615 twenty-four hours a day, seven days a week.

"Effective Cancellation Date" means the date one (1) month after the day on which VFM receives the Notification under Clause 7.

"Equipment" means any telecommunications or other equipment (including, but not limited to, the Vision Fibre Router, cables and accessories, faceplate and cabling provided by VFM) that are supplied to facilitate and enhance usage of the Services as detailed on the website (including upgrades and replacements). This does not include any equipment which you may purchase from a supplier recommended by us or an alternative supplier. This is referred to as 'additional equipment'.

"FAUP" means VFM's Fair and Acceptable Usage Policy, a copy of which is available on our website.

"Home Working" use of the Services for business purposes at the Premises by you during the course of working away from your usual place of work or by your small business (meaning a business with ten or less employees) operated by you from the Premises.

"Vision Fibre Router" means the router supplied by VFM for wireless access and to facilitate connecting Customer's Equipment (including, but not limited to, personal computers) to the Network.

"Installation Fee" means the installation and set-up fee as set out on the website.

"Installation Service" means the VFM installation service as described on the website.

"Internet Service" means the internet service comprising access to internet services, including the features and functionality in relation to your chosen package "Zip", "Dash", "Rush" or "Lightning" each as described on the website.

"IPR" means patents, trademarks, service marks, trade names, copyright (including, but not limited to, rights in computer software and in websites), right in databases, rights in designs, know-how, and all and any other intellectual property in any part of the world.

"Minimum Period" means the minimum period applicable to the package you Order that you must keep a Service starting from the Services Start Date for each of the Services set out in the Order. We may change the minimum period for any Service but this will not affect you if you have already subscribed to that Service.

"Network" means the network utilized by VFM to provide the Services to you. "Notification" means the notice provided under Clause 7.



"Order" means the order submitted by you to us for the supply of the Internet Services and/or Telephone Services and any Additional Services (as applicable).

"Order Cancellation Fee" means the Order cancellation fee.

"Premises" means the address which you provide to us in your Order and at which we install apparatus (including but not limited to the Equipment) and agree to provide you with the Internet Service and/or Telephone Services or any Additional Services from time to time.

"Privacy Policy" means our Privacy and Cookie Policy as amended from time to time, a copy of which is available on the website.

"Re-activation Fee" means the re-activation fee.

"Replacement Items Fee" means the replacement items fee as set out on the website.

"Services" means the services from time to time ordered by you and provided by us under the Agreement which may include (each as applicable) the Installation Service, the Internet Service and/or the Telephone Service and any Additional Services which we may provide to you from time to time and as described in more detail in Clause 1.

"Services Outage" means a failure or disruption in the Services.

"Services Start Date" means the date on which we activate the Services as set out in Clause 7. "Service Termination Fee" means the Service termination fee as set out on the website.

"Target Activation Date" means the date on which VFM will endeavour to activate the Services, which will normally be approximately one (1) Business Day after you have received confirmation from VFM under Clause 3, if your Premises have a working VFM face plate already installed and otherwise such date as we notify to you as set out in Clause 3.

"Terms" means these Standard Terms and Conditions for the Internet Services and/or Telephone Services and any Additional Services (if applicable) as described in Clause 1.

"Telephone Service" means the telephone over broadband service comprising access to a line or lines capable of making and receiving calls recognized by the public switched telephone network (PSTN), including the features and functionality described on the website and any Additional Telephone Packages you choose to add to your chosen package from time to time.

"Website" means www.visionfibremedia.com or any other website address we may tell you about.