

## ZYBRE RESIDENTIAL CUSTOMER TERMS OF SERVICE (ZKN001)

Welcome to our Terms of Service for Residential Customers who've purchased our installation, broadband, television, cloud gaming and telephone services. Please take time to read them as they contain important information about the service, we're providing you with. If you purchase any of our service, you're agreeing to all the terms and conditions set out below and they become part of a legal agreement (or "contract") between ZYBRE and you.

Some of the words we use in this document have particular meanings (we've given the first letter of these words a capital letter). If their meaning is not explained where we've used them, they may be explained at the end of this document in Clause 25 ("Definition of the Words Used in these Terms").

### 1. ABOUT US

ZYBRE Limited ("ZYBRE") is an internet service provider ("ISP"). We're a limited company registered in England and Wales under company number 13380642 and our registered office address is at 20-22 Wenlock Road, London, N1 7GU. We're regulated in the UK by Ofcom.

### 2. THESE TERMS OF SERVICE

- 2.1 These Residential Customer Terms of Service ("Terms") are part of your legally binding Residential Customer Service Agreement ("Agreement") with us. The other documents which are part of this Agreement are listed below in Clause 2.6. The Agreement sets out the terms and conditions for our supplying you with any of the following services: our Installation; Internet; Telephone; Gaming; or any Additional Service (we refer to all these as "Services").
- 2.2 The Service we provide you with will include (depending on the package you choose in your Order): internet access using our 30Mb Fibre Broadband, 50Mb Fibre Broadband, 100Mb Fibre Broadband, 300Mb Fibre Broadband, 500Mb Fibre Broadband, or 900Mb Fibre Broadband; a Router; a NVIDIA SHIELD TV Pro; maintenance and support services; our Telephone Service; our Gaming Service and any Additional Services we've agreed to provide you with.
- 2.3 Our Telephone Service may not offer all the features you expect from a traditional phone line and is dependent on your connection to our Network and our Network being available. The Telephone Service may sometimes be unavailable due to factors over which we have no control. This includes power disruptions and failures in our Network. It is important that you understand and agree this before signing up for the Telephone Service.
- 2.4 Our Telephone Service allows calls to the emergency services numbers 999/112 but calls to these services will fail if there's a power cut or if your Internet Service fails. You must explain this to anyone who may use our Telephone Service at your Home. You understand and accept that you should always have another way to call 999/112 emergency services (whether by using the existing copper wire phone line to your Home or another alternative). If the mobile telephone signal at your Home is unreliable (you should regularly check if this is the case) and/or you depend on your fixed line telephone, if you haven't already told us about this, you should contact Customer Relations.
- 2.5 You can find more details about how these Terms become legally binding on you under Clause 3 ("Placing an Order") and about our Telephone Service below under Clause 15 ("Special Provisions Relating to the Telephone Service").
- 2.6 Your Agreement with us is made up of the following documents and includes any other document we refer to in them:

- (i) these Terms (ZKN001);
- (ii) ZYBRE Games Terms of Use;
- (iii) any Order that you make, as set out in your Order Confirmation;
- (iv) our Guide to Charges and Fees for Residential Customers (ZKN001);
- (v) our Privacy and Cookie Policy;
- (vi) ZYBRE Games Privacy and Cookie Policy;
- (vii) our Acceptable Usage Policy; and
- (viii) our Automatic Compensation Policy.

If any of these documents contradict each other, a document higher up on this list takes priority. However, if there's a difference about pricing between these Terms, your Order Confirmation and the Guide to Charges and Fees for Residential Customers, then the information set out in the Order Confirmation should be followed in priority to the Guide to Charges and Fees for Residential Customers, which in turn should be followed in priority to these Terms. In the same way, the terms of any promotion relating to your Order (as set out in your Order Confirmation), take priority over these Terms, as far as they differ from or contradict them.

- 2.7 In these Terms all references to "we", "us" or "our" are references to ZYBRE and all references to "you", "Customer" and "your" are references to you, our Customer.
- 2.8 The Services and Equipment we provide to you under these Terms must not be used for business purposes except for Home Working.

### **3. PLACING AN ORDER**

- 3.1 You can order our Services:
  - (i) on our Website at: [www.zybre.co.uk](http://www.zybre.co.uk)
- 3.2 If you place an Order as set out in Clause 3.1, this means that you accept these Terms and this creates the legally binding Agreement between you and us, incorporating all the documents set out in Clause 2.6. When you place your Order, you become legally bound under the Agreement:
  - (i) By ticking the box next to 'I accept the Terms of Service' on our Website or,
  - (ii) upon delivery by us of a paper copy of the Terms to you.
- 3.3 We can only supply our Services to an address which can receive them (you can check yours using the online address checker on our Website, [www.zybre.co.uk](http://www.zybre.co.uk)) and you must be at least 18 years old when you place your Order with us.
- 3.4 If you purchase our Services, any agreement for broadband, tv or telephone services you might already have with another provider won't automatically end. This means you may have to continue paying for those previous services unless you end them. If you end them, you might have to pay the other provider cancellation or other charges. We're not responsible for any of those charges.
- 3.5 When ordering our Services, you must provide us with a valid email address which we'll register, along with your other Account details. We'll generally use this "Registered Email Address" to contact you for anything related to your Agreement with us (although we may contact you in

other ways, as set out in Clause 20 (“How we Contact Each Other”). It’s important that you keep your email account available, that you regularly check emails sent to your Registered Email Address and that you keep your Account details up to date (see Clause 14.4 for more details).

- 3.6 By placing an Order, you agree that ZYBRE, or third parties acting on our behalf, may carry out credit checks on you (as described in Clause 19.2 (“Other General Provisions”)) using the information that you provide during the ordering process.
- 3.7 Once we receive your Order, we’ll send you an email confirming that we’ve received and accepted it (an “Order Confirmation”) or we will tell you that we can’t accept it. If this happens, we won’t have to explain why we can’t accept your Order or provide you with any Services you requested in your Order. If we do send you an Order Confirmation, your Order and the Agreement for Services with us becomes legally binding on you and us. We only provide our Services in the UK (unless we say otherwise in your service terms).
- 3.8 When you place your Order, you may need to arrange for installation of the Equipment you will need at your Home, if there’s not already a working socket there (see Clause 7.1 for details of how to arrange this). If your Home already has a working socket we can access, that socket will be used to connect you to our Network. We will send you a ZYBRE issued Router as well as a NVIDIA SHIELD TV Pro, unless you already have them. Please see Clause 5.1 for more details on the Equipment we will send you. Once you connect to our Network, we will send you a Service Activation Email and treat this date as your Services Start Date.
- 3.9 If, after sending you an Order Confirmation, we find that we can’t provide you with the Services you requested, we’ll let you know. Your Agreement will then end and we’ll refund any Charges you’ve paid.

#### **4. SERVICES PURCHASED BY THE LANDLORD OR BUILDING MANAGER IN MULTI-TENANTED DWELLINGS**

- 4.1 The following paragraphs apply where the landlord or manager of the building (the “Landlord”) has entered into an agreement with us to provide Services (the “Landlord Services”) to that building, which includes your Home. If you’d like to receive any Landlord Services, you’ll have to send us an Order for them.
- 4.2 Our agreement with the Landlord is conditional on you complying with all the documents which make up the Agreement (as set out in Clause 2.6 (“These Terms of Service”)).
- 4.3 Our obligation to provide the Landlord Services is owed to the Landlord and not to you directly. You understand that:
  - (i) The agreement between you and us is limited to you agreeing to comply with all the documents which make up the Agreement (as set out in Clause 2.6 (“These Terms of Service”)), in return for our agreeing to provide the Landlord Services;
  - (ii) We’ve no obligation to you under the Agreement and none of the terms about the installation, provision and maintenance of the Landlord Services or that put obligations or restrictions on us, apply between you and us;
  - (iii) ZYBRE and the Landlord will between them deal with all failures of or faults with our Services as well as any problems about installation. You understand and agree that you won’t be entitled either to any compensation under our Automatic Compensation Policy or to bring any claims or other legal proceedings against us relating to such failures, faults or problems

("Claims"). If you do make any Claims, you'll fully compensate us for them.

- 4.4 We may agree that you can report faults with the Landlord Service to us directly and ask us to fix them. We may incur costs in investigating and fixing these faults or carrying out work that you request. If the Landlord tells us to, we may bill you for these costs and you'll have to pay them. We'll tell you how you should do this at the time. This doesn't change Clause 4.3.
- 4.5 We may suspend or end the Landlord Services or provision of them to you:
- (i) under the terms of our agreement with the Landlord (for example, if the Landlord doesn't pay what it owes us); and/or
  - (ii) if you don't keep to any term of a document which is part of the Agreement (as set out in Clause 2.6 (These Terms of Service")) (for example, if you are no longer the current occupier of the Home).
- 4.6 If you order extra services from us (that aren't part of the Landlord Services) ("Additional Services"), these will be under a separate legal agreement between you and us. You understand that we can only provide your Additional Services if we're also providing the Landlord Services. If we suspend or end the Landlord Services for any reason, your Additional Services will not work. We won't accept responsibility for this. However, you may be able to order similar Services to the Landlord Services and Additional Services from us directly (we'll let you know if this is possible).

## 5. EQUIPMENT

- 5.1 After we send you an Order Confirmation, we'll get things ready to connect you to the Services you ordered. When we've done this, we'll send you all the Equipment you need. The Equipment may include an NVIDIA SHIELD TV Pro, router, booklet, power adaptor, and cables, which we'll send to the address you provided to us when you placed your Order (if it's a document, we'll also email it to your Registered Email Address), unless it's already installed at your Home. We'll let you know what Equipment we'll provide you and whether there'll be an Activation Charge for your Services during the ordering process. You can use our Services via an Ethernet cable using your own equipment and without using any Equipment supplied by us, if you wish, please note however that some of our Services may not be available to you using Equipment not supplied by ZYBRE.
- 5.2 The Equipment, which includes the ZYBRE issued Router and the ZYBRE issued NVIDIA SHIELD TV Pro, remains our property and is to be kept at your Home. You will need to take good care of it all, as if it's damaged in your care while you're receiving our Services you may have to pay us Charges to repair or replace it. The Equipment must always remain at your Home, even if you leave your Home or stop using our Services (unless you have to return the ZYBRE issued Router and/or ZYBRE issued NVIDIA SHIELD TV Pro to us, as set out in Clause 8 ("Term of Agreement, Suspension, Restriction and Termination")). If you use your right to cancel your Agreement with us during the Cooling off Period, as set out in Clause 7.7 ("Installation and Connection"), we'll charge you for the cost of the Equipment we provided to you after you place your Order, unless you return it to us at your cost unopened and unused within 14 days after the date you cancel your Order. Further details of this and other Charges you have to pay on cancellation are set out in Clause 7 ("Installation and Connection"). Please note that you must not sell or transfer the Equipment to anyone else, export it or use it outside the UK. You must quickly provide us with any information we ask for about the location of the Equipment.

- 5.3 If your ZYBRE issued Router, ZYBRE issued NVIDIA SHIELD TV Pro, or any other Equipment we provide to you is faulty, we'll repair or replace it. This will be free of charge if the fault wasn't caused by something which happened while the Equipment was in your care. Otherwise, we can charge you for this, as described below. You'll need to return any faulty Equipment to us, please contact us by email to arrange return of equipment at: [hello@zybre.co.uk](mailto:hello@zybre.co.uk).

We'll test the returned Equipment to see if it's faulty and, if so, we'll work out how the fault was caused. If we (acting reasonably) then think that the Equipment isn't faulty or that the fault was caused by something which happened while the Equipment was in your care, we can charge you a Replacement Items Fee, (details of this are in our Guide to Charges and Fees for Residential Customers).

- 5.4 Except as set out in these Terms (see Clause 16 ("Our Liability to You and the Limits on Our Liability")), we don't accept responsibility for any loss or damage caused by the installation or use of the Equipment or of any Additional Equipment.

## **6. ACCESS, PERMITS AND VISITING YOUR HOME**

- 6.1 You allow us to install, keep and use apparatus at your Home. Apparatus here, and wherever we mention apparatus below, includes Equipment and Additional Equipment. You agree that we and people working for us can enter your Home to:

- (i) carry out any work required to connect, maintain, change, replace or remove any apparatus that's needed for us to supply the Services you've asked for; and
- (ii) inspect any apparatus related to receiving and using our Services which you keep there.

- 6.2 We'll cause as little disturbance as we reasonably can when carrying out any work at your Home. We'll repair, to your reasonable satisfaction, any damage that we, or people working for us, may cause at your Home.

- 6.3 You'll follow any reasonable instructions we give you and let us access your Home if we need to.

- 6.4 You or a person given permission by you (who is aged 18 or over) will either be at your Home when we visit or will give us access to your Home on your behalf.

- 6.5 You understand that you are providing us with, and will also get from anyone else, any consent or permission needed from you or that other person, if we have to cross your or their land or put our Equipment on your or their premises (including providing us with a Wayleave Agreement in a form we say is suitable for us). We don't have to install or provide our Services until we have all the consents and permissions we need. If you can't provide us with these then we can choose to end your Agreement with us. If this happens, we'll refund any Activation Charge you've paid but you'll still have to compensate us for any costs we incurred before the Agreement ended.

- 6.6 You won't do anything, or allow anything to be done, at your Home that may damage or interfere with any apparatus or prevent the use of or easy access to it. If any such apparatus is damaged other than through fair wear and tear, we can charge you for it to be repaired or replaced.

- 6.7 You confirm that you're:

- (i) the current occupier of the Home; and
- (ii) either the freeholder of the Home or a tenant under a lease with legally binding permission from the freeholder to install the Equipment there.

6.8 We can't normally be made to remove installed apparatus if you end the Agreement or move from your Home. Except for any outright Purchased items, all apparatus that we supply to you including the ZYBRE issued Router and the ZYBRE issued NVIDIA SHIELD TV Pro, remains our property and you won't remove any of this without our written agreement, other than to return it to us, as set out in these Terms. Our Charges are based on all such apparatus remaining in place, unless these Terms require you to return any of it to us. If the apparatus is removed (without the Terms stating that this should happen) or damaged, we can charge you whatever the cost of installation and/or replacement is at that time, using your usual method of payment (normally direct debit) or as a direct charge to the card you set-up when commencing the Agreement. We'll let you know the amount you'll be charged if and when that happens.

6.9 This Clause 6 will still apply to you and us even after your Agreement for our Services has ended.

## **7. INSTALLATION AND CONNECTION**

7.1 If there's already a working socket in your Home that we can access, we'll use that socket to connect you to our Network. There'll be no need for an engineer to carry out any work in your Home. We can activate your connection as soon as everything else in your Order is ready. If you don't already have a working ZYBRE socket in your Home when you place your Order, then an engineer will need to install one, so you can connect to our Network. When you place your Order, you can choose an available date for this installation, as shown on our Website. We'll need to agree this installation in writing with you before the engineer comes. Our standard socket installation means our socket will be within 10 metres of your front door. If you want the socket in a particular place in one or more rooms at your Home, or you want to move or rewire an existing socket, you'll need to pay the Installation Fee (as described in our Guide to Charges and Fees for Residential Customers). Our engineer will discuss this with you prior to carrying out such work. You agree to help and cooperate with us as reasonably required to connect you to our Services.

7.2 You'll be given a static IP address which is free of charge. This IP address will be re-assigned to ZYBRE, or to another ZYBRE customer, if your Internet Service is disconnected or ended for any reason.

7.3 The actual speed and performance of your Internet Service will depend on various things, some of which are outside our control. For example, the technical capabilities of the devices you use to connect to the Service and of the Equipment (including the ZYBRE issued Router) whether provided by us or not. Your Internet Service speed will be fastest if you use an Ethernet cable to connect directly to your socket (with some loss of throughput speed). Using the ZYBRE issued Router means that you can also connect your devices to our Services wirelessly. This makes it easier to access our Services across your devices but will mean a slower Service speed than with an Ethernet cable, due to the limitations of Wi-Fi technology. You accept that we can't guarantee you'll have maximum speeds at any time or that your connection will reach any specific speeds. More details about speed and factors affecting speed (including the specifications for the Equipment) can be found in the FAQs on our Website. We'll try to let you know about any issues and aim to sort them out as soon as we reasonably can.

7.4 Your Internet Service will be for a minimum commitment period lasting a certain number of months, which you agree to in your Order. We call this period the "Minimum Period". During your Minimum Period, you can't transfer to a new Internet Services package with a shorter (or no) Minimum Period. For example, you can't transfer from an Internet Services package with a 24-month Minimum Period to a Monthly Rolling Package for Internet Services during that 24-month Minimum Period. Apart from this, you can transfer from any Internet Services package you

previously ordered to another Internet Services package available for your Home. If you do transfer to another package at any time during the Minimum Period for your previous package, then note that the Minimum Period for your new package will start on the date we begin providing that new package to you. You can also add or remove any Additional Telephone Packages from/to your Telephone Service at any time during the Minimum Period of your Services (without changing the length of that Minimum Period). You can make any of these changes, before or after your Services are activated, by contacting Customer Relations with your request, through our Website ([www.zybre.co.uk](http://www.zybre.co.uk)) or by email or letter.

7.5 We can end the Agreement after we receive your Order or even after we send you your Order Confirmation, but before we connect you to our Services in the following situations:

- (i) if you fail a credit check, or the bank, debit or credit card details you gave us are invalid and/or incorrect, or there are Charges you need to pay before we connect you but you haven't paid these on time, or you've misused our Services before; or
- (ii) if we can't provide the Services to your Home by the expected connection date for any reason; or
- (iii) for any other reason (or no reason).

We won't accept responsibility for any costs or losses this causes you. However, if we end your Agreement before connection to our Services and this isn't due to your fault or anything you've done or not done, we'll refund any Charges you've paid.

7.6 If (after we've confirmed a connection date for your Internet Services and/or Telephone Services), we don't actually connect your Services for more than 1 month after this date and this isn't due to your fault or anything you've done or not done, you can end the Agreement by telling us (by email, letter or phone) that you want to do so. If you end the Agreement in this way, any Charges you have paid will be refunded to you.

7.7 You have the right to change your mind about purchasing our Services and cancel the Agreement at any time up to (and including) the 14<sup>th</sup> day that our Services are first active for your use as our Customer at your Home (the "Cooling off Period"). This cancellation right only applies to the first time you order Services under this Agreement. It doesn't apply to any further Services you order from us or other changes you ask us to make to your Services (including where you agree to a new Minimum Period in respect of them) during your continuing Agreement for Services with us. You can cancel your Agreement during the Cooling off Period by contacting Customer Relations to let them know about your decision to cancel. You won't incur any charges for cancelling in this way except as set out in the rest of this Clause 7.7. If you specifically request us (when you place your Order or by any other way in writing) to start work on your Order within the Cooling off Period, but then cancel your Agreement before the Cooling off Period has ended, you'll have to pay us an Order Cancellation Fee. This will be an amount to cover the cost of the Services you've used until the time you cancel (including any costs related to installation and/or activation that we've incurred in provisioning your Order before you cancel). If you do cancel the Agreement within the Cooling off Period, you must send back to us any ZYBRE issued Router and ZYBRE issued NVIDIA SHIELD TV Pro which we've sent you, unused and unopened, as set out in Clause 8.11 ("Term of Agreement, Suspension, Restriction and Termination"), within 14 days after the day you cancel your Order – if you don't, you'll have to pay us their full cost in addition to your Order Cancellation Fee. Where we've provided you with packaging for this purpose, you must use it to return this Equipment. If we have not, and/or if our packaging doesn't cover the cost of postage, you must

return the Equipment to us in good condition, at your cost.

- 7.8 In order to use our Services, you'll need to keep a router and an Ethernet cable capable of connecting to our Network. If you'd like to use your own router to connect to our Services instead of the Equipment we supply, you can read the specifications for Equipment set out in our Website FAQs or ask Customer Relations to help you check if your own equipment is suitable. If it isn't suitable, you may not be able to receive our Services (or they may not work as well as if you were using the Equipment we supply).

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

- 8.1 The Agreement for your Services starts on the date you get an Order Confirmation for our Services from us. Your Services will start on the Services Start Date. This will be the date you connect to our Network and we send you the Service Activation Email. The Minimum Period in relation to your Services (that you agreed to in/on your Order) starts from your Services Start Date.
- 8.2 You can end your Service(s) at any time during your Minimum Period, if you pay an Early Termination Fee. The amount of this Early Termination Fee depends on how much is left of your Minimum Period (further details of the Charge are set out in our Guide to Charges and Fees for Residential Customers). To end a Service you should contact us in one of the following ways,
- (i) use the live webchat option on our Website to contact Customer Relations;
  - (ii) send an email to Customer Relations at: [hello@zybre.co.uk](mailto:hello@zybre.co.uk);
  - (iii) raise a "ticket" through the "My ZYBRE" section of our Website.

explaining in each case that you want to end the Service. Customer Relations will let you know, when they acknowledge your request to terminate, how much your Early Termination Fee will be. Your Service(s) will end 31 days after we receive your request to end them (or any time up to 180 days after we receive your request, if you specifically ask for this), as long as we've received your Early Termination Fee before then.

- 8.3 After your Minimum Period, you can end your Service(s) at any time without paying any Early Termination Fee, if you let us know you wish to do this by contacting us in one of the ways set out in (i) to (iii) of Clause 8.2. Your Service(s) will end 31 days after we receive your request to end them (or any time up to 180 days after we receive your request, if you specifically ask for this).
- 8.4 If you use our Telephone Services or any Additional Telephone Package, you can end these Services if you let us know you wish to do this by contacting us in one of the ways set out in (i) to (iii) of Clause 8.2. Your Service(s) and/or Additional Telephone Package will end 31 days after we receive your request to end them (or any time up to 180 days after we receive your request, if you specifically ask for this). Be aware that if you cancel your Telephone Service and it's part of a bundled package offer (one where you pay less for your total package of Services compared with if you were paying for each Service separately), then the Charges for the remaining Services in your bundled package might increase.
- 8.5 We can end the Agreement or, if we choose, restrict or suspend some or all the Services immediately (and without giving you notice) if:
- (i) you don't pay us, by the due date, any money you owe us or you cancel the direct debit for your Services without agreeing another form of payment with us (although we'll let you know by email to your Registered Email Address before we do this);

- (ii) you misuse any of our Services (see Acceptable Usage Policy)
  - (iii) you use the Telephone Service and go over any limit we've put on your Account (in which case we may restrict or suspend your Telephone Service);
  - (iv) we think you've provided us with wrong or misleading information either to obtain the Services and/or the Equipment or at any time during the ordering process or our supply of the Services;
  - (v) we think you (or another person at your Home 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);
  - (vi) you or anyone you allow to deal with us on your behalf acts in a way towards our staff or agents which we think is inappropriate enough to justify suspending or restricting a Service;
  - (vii) we're no longer allowed to connect, maintain, change or replace the Equipment;
  - (viii) we need to comply with an order, instruction or request of Government, an emergency services organisation or other authority that we are required to obey; or
  - (ix) (by giving you notice) if either our legal authority to operate as a public communications provider is suspended for any reason or we think it's necessary for security, technical or operational reasons.
- 8.6 For your and our protection we can suspend the Services if the number of calls made or Call Charges incurred by you has increased so much that we think the Services aren't being used in a similar way to your previous use. We'll try to contact you before suspending the Services but won't accept any responsibility for any loss you suffer from the suspension. We won't provide the Services again until we're satisfied that you know of the increased Telephone Service use and that you'll pay any increased Charges. We may also:
- (i) ask you to pay a deposit to us, which we can keep as security (in case you don't pay all your Charges); or
  - (ii) prevent you from making international calls and/or premium rated calls if, we think they form a significant part of your Charges.
- 8.7 Either you or we can end the Agreement by giving 31 days' written notice (via My ZYBRE or by email or letter) to the other:
- (i) if one of us seriously breaks the Agreement (and doesn't put it right within the 31 days' written notice telling them they're breaking the Agreement);
  - (ii) if something outside our reasonable control prevents us from providing the Services for a continuous period of more than 31 days; or
  - (iii) if the other can't pay its debts or becomes insolvent or bankrupt; and
  - (iv) we (but not you) can end the Agreement, for any other reason (or no reason).
- 8.8 Sometimes we may choose to ignore it if you break a term of the Agreement, or we may choose not to enforce a particular term of the Agreement. If we do this, we'll still have the right to enforce or take action against you for breaking that (or any other) term of the Agreement in the future.

- 8.9 If we restrict or suspend your Services (as set out in Clauses 8.6 or 8.7), you'll still have to pay all the Charges for your Services, as if you still had them.
- 8.10 If we end your Services (as set out in Clauses 8.6 or 8.8) then unless we do this for no reason, you'll still have to pay the Charges for your Services, as if you still had them, for another 31 days after we end them.
- 8.11 If the Agreement ends for any reason, you must return the ZYBRE issued Router, ZYBRE issued NVIDIA SHIELD TV Pro and any other ZYBRE issued Equipment you may have. To arrange this, you must contact us at: [hello@zybre.co.uk](mailto:hello@zybre.co.uk).

You are responsible for ensuring that the ZYBRE issued Router and ZYBRE issued NVIDIA SHIELD TV Pro and any other ZYBRE issued Equipment reach us in good working order. If we don't receive this from you within 14 days after the Agreement ends or if we receive such Equipment in good time, but it's faulty or damaged, we can charge you the full replacement value using your usual method of payment (normally direct debit) or as a direct charge to the card you set-up when commencing the Agreement.

## 9. PAYMENT TERMS AND CHARGES

- 9.1 You must pay the Charges that apply to the Services you're receiving from us, as set out in our Guide to Charges and Fees for Residential Customers and in this Clause 9, unless we agree otherwise with you. All recurring Charges are payable from your Services Start Date. One-off Charges are payable as detailed below. We'll collect all Charges other than Call Charges in advance for the period ahead, while Call Charges will be collected in arrears (after you've incurred them).
- 9.2 Our Charges may include the following fees and charges:

**Activation Charge / Set-up Charge** – This is a one-off Charge for connecting to our Services, charged in your first bill.

**Call Charges** – These Charges are paid every month in arrears (after you've incurred them). They're for calls you make using our Telephone Service that aren't included in your Package Charge. We'll try to include all the Call Charges you incur after a previous bill on your next bill. If we choose, we can set a limit on the Call Charges you can incur each month. Once you reach this limit (we'll warn you before you do), your Telephone Service may be suspended for the rest of the month. You can stop this happening (or have a suspension lifted) by paying some of the Call Charges you incurred that month by debit or credit card. Paid Call Charges will then not count toward your limit.

**Installation Fee** – This is a one-off Charge. Charged in your first bill for installation of our Services at your Home where no socket already exists, in a suitable location of our choice (called the Standard Fee), or for installing or extending a socket at your Home in or to your choice of location, as agreed with our on-site engineer (called the Bespoke Fee).

**Non-Return Fee** – This is a one-off Charge, which you must pay if we ask, if you do not return when asked, Equipment we provided you with, for you to use our Services.

**Order Cancellation Fee** – This is a one-off Charge. Paid on demand if, having asked us to provision your Order during the Cooling off Period, you then cancel your Order within that same Cooling off Period (see Clause 7.7 ("Installation and Connection")). The Order Cancellation Fee will cover the cost of any Services you've used until the time you cancel (including any costs related to installation and/or activation that we've incurred in provisioning your Order before you cancel),

as set out in Clause 7.7 (“Installation and Connection”).

**Package Charge / Bundle Charge** – You pay this Charge every month in advance (for the period ahead), for us providing you with your Internet Service, TV Service, Gaming Service and/or Telephone Service. You may not have to pay a Package Charge if your Home is in a building which provides you with our Internet Services and/or Telephone Services free of charge (though you will be charged if you ask us to provide you with a higher level of package). All Customers will have to pay any Call Charges that aren’t included in their Package Charge.

**Paper Bill Charge** – You pay this Charge every month in advance (for the period ahead), after requesting a Paper Bill copy to be sent to your Address each month.

**Payment Return Fee / Reverse Payment Fee** - You must pay a Payment Return Fee every time your direct debit payment bounces or fails for any reason.

**Re-activation Fee** – This is a one-off Charge, which you must pay if we ask, to re-activate your Services after they’ve been ended or suspended.

**Replacement Items Fee** – This is a one-off Charge, which you must pay if we ask if we need to repair or replace any of the Equipment we provided you with, for you to use our Services.

**Early Termination Fee** – This is a one-off Charge, which you must pay if we ask, if you cancel your Services before the end of any Minimum Period that applies to them. We’ll calculate this based on the time you still have left of your Minimum Period (as set out in our Guide to Charges and Fees for Residential Customers).

- 9.3 There are no charges for any Services provided by our Customer Relations. Phone calls you make to our Customer Relations are free during the free call times specified in our standard Telephone Service, but you’ll need to pay charges for calls made outside of the free call times. If you use our Additional Telephone Package, these calls will be free at all times. If you use another telephone provider’s network to make these calls, you’ll need to pay their charges, which may be different to ours.
- 9.4 Unless you have agreed with us otherwise, you can only pay us by direct debit, except to pay for Call Charges for our Telephone Service where you are close to your Call Charges limit (if you have one), as set out in Clause 9.2 under “Call Charges”. For these, you can use a ZYBRE approved debit or credit card. When you place your Order for our Services you’ll need to give your bank account details and sign an agreement to pay our bills by direct debit. If your bank details change, you must tell us immediately. If you don’t, your Services may be affected (suspended or ended). You can change your details online by accessing My ZYBRE or by letting Customer Relations know in writing (email or letter). A non-direct debit charge applies to all payments not made via direct debit (as set out in our Guides to Charges and Fees for Residential Customers).
- 9.5 You will get the first bill relating to your Services on the day after your Services Start Date. This bill will include a Package Charge for your first month of Services, as well as any applicable Activation Charge and/or Installation Fee. After that, you'll receive all your monthly bills on the same date in the month as your first bill (or, for any month where that date doesn't exist, on the last day of that month). Those bills will be for the next month's Package Charge, as well as any unpaid Call Charges you've incurred before that bill. The amount set out in your bill will be taken from your bank account by direct debit (as you agreed with us when you placed your Order), 14 calendar days after your bill date.
- 9.6 ZYBRE can change prices for the Services at any time. If this means increasing the prices for the

Services you've ordered, we'll give you notice in writing by sending an email to your Registered Email Address. Clause 23 ("Changes to our Charges, these Terms, and/or the Services") sets out how you can end the Agreement if a change we make to our Services significantly disadvantages you.

- 9.7 All bills will be issued and held in your online Account, which you can access through the "My ZYBRE" section of our Website. You'll need your username or your Registered Email Address, as well as your password to do this. We'll send an email to your Registered Email Address to tell you have a new bill. It's your responsibility to read it and keep a copy. If you request a paper copy of your bill this will be subject to a Paper Bill Charge for each copy requested (as set out in our Guide to Charges and Fees for Residential Customers).
- 9.8 If you genuinely think that we've made a mistake with the Charges on your bill, you must tell us straight away. You must pay the amount that you agree you owe us. We won't suspend or end your Services while we look into the matter.
- 9.9 Other than as described in Clause 9.8, where there may be a mistake with the Charges, you must pay us all sums you owe us in full, unless there's a separate legal right not to.
- 9.10 We can charge you interest (at 4% per annum above Barclays Bank plc's base rate at that time) on your overdue payments, if you don't fully pay us what you owe by the due date. This interest will be charged from the date you should have paid us, until the date we receive the full amount you owe (which includes the full amount of any interest).
- 9.11 If we don't receive full payment for the Services we provided to you, we can suspend or end them and do anything necessary to recover the amount you owe us (which will include any costs we incur in collecting this amount). We'll write to you at your Registered Email Address to tell you before we do this.
- 9.12 You'll have to pay VAT on our Services. The prices shown in our Guide to Charges and Fees for Residential Customers include this VAT, but on your bills, you'll see the VAT amount listed separately. No VAT is payable on any Payment Return Fee.
- 9.13 If we owe you a refund, we'll include this as a credit in your next monthly bill (so the amount you'd otherwise have to pay is reduced by the amount of the refund). If you're no longer our customer at the time of the refund, we'll credit the amount back to the bank account from which the relevant payment for your services was made.
- 9.14 If your Services are disconnected or suspended for any reason, and you then ask to reconnect to our Services, we'll charge you a Re-activation Fee (as set out in our Guide to Charges and Fees for Residential Customers).

## **10. PAPER BILLING**

- 10.1 If you want to receive a Paper Bill to your Home or an alternative address agreed between us you must request this from us and a Paper Bill Charge applies, which we will tell you about in advance and will be added to each bill.
- 10.2 A Paper Bill Charge will not be added to interim bills or bill reminder notices or if we have agreed to send you a bill in an alternative format for accessibility reasons, e.g. braille or large print bills.
- 10.3 You can stop receiving Paper Bills by contacting us using one of the ways set out in Clause 20 ("How We Contact Each Other") or via our online customer account at [www.zybre.co.uk](http://www.zybre.co.uk) and clicking My ZYBRE. Your next bill will include the Paper Bill Charge unless you tell us you want to

stop receiving Paper Bills no later than the day before the day your bill is produced (the day this happens each month is stated on your bill and is normally 14 days before payment is due).

10.4 We may end the agreement for Paper Billing as any time by giving you 31 days' notice in writing.

10.5 We may;

- (i) increase the Paper Bill Charge at any time by giving you notice in writing at least 31 days before the first bill listing the increased charge is produced;
- (ii) change or add to these conditions at any time and we will notify you in writing at least 31 days before the changes come into effect unless we need to make changes immediately for valid legal or regulatory reasons in which case, we will try to give you as much notice as reasonably possible.

10.6 Where we are required to notify you under these conditions, we can do so using any of the methods permitted under any other contract you have with ZYBRE under which payments are added to your bill.

## **11. SERVICE INTERRUPTIONS**

11.1 Sometimes, we need to carry out work to maintain, repair or upgrade our Network or Services. This means we might have to:

- (i) interrupt all or part of the Services. If we do so, we'll try to restore the Services as quickly as we can;
- (ii) change your area code or phone number; or
- (iii) make small changes to the technical part of our Services. This could be a change to how much information you can transfer at one time using our Internet Service or a change to our Network or we may need to suspend our Services for a short time. We'll try to let you know before we make any such change or suspension, if it significantly affects your Services.

11.2 We'll do everything we reasonably can to reduce the effect on you of any disruptions to our Services but we can't guarantee a fault-free Service at all times. For more details about where we accept responsibility for losses and costs to you, read Clause 16 ("Our Liability to you and the Limits on our Liability") and for details about when and how we'll compensate you automatically for certain delays in relation to our Services or for certain missed engineer appointments, please see our Automatic Compensation Policy.

11.3 We've set out what you have to do under your Agreement with us in Clause 14 ("Your Obligations"). If we think you've broken any of these obligations (which includes not following the Acceptable Usage Policy), we can suspend your Services, or in some situations, end your Agreement with us (see Clause 8 ("Term of Agreement, Suspension, Restriction, and Termination")).

We're not responsible for any costs or losses to you if we do this and don't have to tell you before we do this, unless it's because you haven't paid us what you owe (when we'll let you know by email to your Registered Email Address).

11.4 We're not responsible to you for disruptions caused by anything beyond our reasonable control (see Clause 18 ("Matters Beyond our Reasonable Control")), apart from as set out in our Automatic Compensation Policy.

## 12. MOVING HOME

- 12.1 Please contact Customer Relations if you're planning a move and we'll try to reduce any difficulties this can cause to your Services. We can only provide our Services at your new home if this is already set up to be connected to our Network at the time you move. If we do provide our Services to you at your new home, we'll usually treat you as a new Customer. This means you'll have to go through the ordering process again and any Minimum Period for Services at your new home will start on the Services Start Date for those Services at your new home. In addition, you may have to pay an Activation Charge and/or an Installation Fee (although you may be able to use your existing Equipment) and you may not be able to keep your existing phone number. Note that if you purchase our Services for (and to be provided immediately on moving to) your new home, and your move was during a Minimum Period for your Services at your previous home, we will not charge you an Early Termination Fee for ending the Services at your previous home. You can get more information on the Charges you'll have to pay if we are able to provide our Services at your new home, during the ordering process.
- 12.2 If we can't provide our Services at your new home, you can cancel your Agreement with us. If you have a Minimum Period for your Services and you cancel your Agreement before this Minimum Period has ended, you'll have to pay an Early Termination Fee. This is based on the number of months you have left of your Minimum Period (and is charged as set out in our Guide to Charges and Fees for Residential Customers). If you don't have a Minimum Period (or your Minimum Period has ended) you can cancel your Agreement by giving us 31 days' written notice (online via My ZYBRE or by email or letter to Customer Relations).

## 13. YOUR RIGHTS TO CANCEL

### Notice of your statutory right to cancel in your Cooling off Period

Any cancellation outside of the Cooling off Period may require payment of an Early Termination Charge as outlined in Clause 8 ("Term of Agreement, Suspension, Restriction and Termination").

- 13.1 You have the right to cancel your Order with ZYBRE without giving any reason any time from your Order Confirmation up to (and including) the 14<sup>th</sup> day ("Cooling off Period") that our Services are first active for your use as our Customer at your Home.

#### Please Note:

- (i) The right above does not apply in the case of a Service if you asked for it to be made available during the Cooling off Period and ZYBRE asked you to acknowledge that you would lose the right to cancel at that point and you did so.
  - (ii) The right above does not apply in the case of a Service you have purchased or accessed via a third-party company or application (such as Netflix); you will need to cancel with the relevant third-party provider separately.
- 13.2 Any cancellation within this timeframe must be in accordance with this notice. You can cancel your ZYBRE Order by:
- (i) Emailing: [hello@zybre.co.uk](mailto:hello@zybre.co.uk)
  - (ii) Via My ZYBRE
  - (iii) By writing to ZYBRE Limited, 20-22 Wenlock Road, London, N1 7GU.

You must give your name, customer account number, address, post code, telephone number and e-mail address to cancel your order. If you cancel in writing we will send you an acknowledgement of receipt by e-mail. Letters sent by post may be subject to a delay.

- 13.3 If you cancel an order during your Cooling off Period we will refund to you all payments received from you in connection with the order, excluding the costs of any installation completed and delivery of any Equipment ordered, but if you requested a product or service to begin during the Cooling off Period, you must pay us an amount which is proportionate to what was provided up to the point you cancelled your Order. You will not receive a refund of any one-off fees or Services already performed if you cancel an order after the Service has been fully performed. If you cancel an Order for Equipment, we will automatically cancel any related Services unless you tell us otherwise.
- 13.4 If you cancel an Order, you are responsible for returning the Equipment provided as part of that order without undue delay using the returns method made available to you once you notify us of your decision to cancel. You are responsible for the costs of returning the equipment and ZYBRE may charge you our direct returns costs. ZYBRE can offset any returns costs against any money that it owes to you for any reason. You must keep any equipment that has been delivered to you safe until it is returned. We may make a deduction for any loss in value as a result of unnecessary handling by you.
- 13.5 If you have received any discount on Services, goods and/or Activation / Set-up services, and during your Cooling off Period you cancel any conditional order, but wish to keep other Services or goods (if we agree), you will no longer be eligible for that discount and will be required to pay ZYBRE the difference between the discounted price and the full standard price for the Services, goods and/or Activation / Set-up services.
- 13.6 We will make any refund due to you (less any deductions due to us) without undue delay and not later than the earliest of 31 days after the day we either receive the Equipment back from you. We will make the refund using the same means of payment that you used when you placed your Order, unless you have agreed otherwise.

These cancellation rights do not affect your legal rights. If you require any advice on your legal rights, you can refer to [www.adviceguide.org.uk](http://www.adviceguide.org.uk).

## 14. YOUR OBLIGATIONS

- 14.1 You agree to do the following things at all times:
- (i) make sure that you and anyone else using our Services through your Account keep to the terms set out in our Acceptable Usage Policy as updated and shown on our Website;
  - (ii) if you use our Telephone Service;
    - (a) you won't advertise your phone number in or on a public phone box or use the Telephone Service to make nuisance or hoax calls;
    - (b) you agree that you don't own the phone number and won't transfer (or try to transfer) it to anyone else;
    - (c) you agree that we can give your name, address and phone number to the emergency services and (unless you tell us otherwise) also to other authorised providers of public communications services and regulated providers of directory services (so your details can be included in phone books and be found using publicly available directory enquiry services);

- (d) you agree that we aren't liable if we provide any information about you to an authorised provider of public communications services or a regulated provider of directory services, and they make a mistake with listing your details (although we can tell you about other options that are available to protect and control how your information is used);
  - (iii) keep your security information safe and tell us immediately if you think that someone knows it who shouldn't or someone who doesn't have your permission is using our Services through your Account;
  - (iv) give us complete and correct information (especially during the ordering process) and make sure this information is always kept up to date and correct;
  - (v) tell us immediately about any fault or problem with our Services (or with us providing them to you) and/or any fault with or damage to any Equipment or Additional Equipment;
  - (vi) make sure that your equipment, any Additional Equipment and software used by you meets the terms of all Applicable Laws and has the European Consumer Equipment Standards 'CE' mark on it, and that you have any necessary licences before you use your equipment or Additional Equipment to connect to our Network, making sure that it and any software you use is compatible with our Equipment;
  - (vii) control the content that you (or anyone else using our Services through your Account) upload or download using our Network. We have no responsibility for any such content;
  - (viii) fully keep to your Agreement with us and any reasonable instructions we give you;
  - (ix) fully compensate us for any losses, expenses or costs (including legal costs) which we incur where another person or company brings a claim against us in connection with you (or someone else using your Account to access our Services) using or misusing our Services or breaking your Agreement with us (this is called an indemnity and makes you 100% responsible for the full amount of any claim we have against you);
  - (x) not to use the Services for any commercial or business use (except for Home Working);
  - (xi) accept that the Complaints Code of Practice which sets out how you can make a complaint about us or our Services and how we deal with this, as well as how you can make a claim under our Number Porting Compensation Scheme, applies to you;
  - (xii) pay all amounts you owe us in full (without keeping any back for any reason unless you're required to do this by law). You aren't entitled to assert any credit, set-off or counterclaim against us to justify keeping back all or any part of such amount;
- 14.2 Sometimes, we may (with or without notice to you) check and/or record how you're using our Services. This might be because we're required to do so by law, court order or another authority which can make us do this, or for us to check that you're keeping to your Agreement with us. Please see our Privacy and Cookie Policy for more details on how we use your information.
- 14.3 We may record marketing calls and calls to Customer Relations. We do this for training purposes, to help prevent identity fraud and to improve the quality of our customer services. We also record all calls to the 999 or 112 emergency services.
- 14.4 You must keep the email address which you give us when ordering our Services (see Clause 3.5 ("Placing an Order")) active. If this is no longer possible, you must register a new email address with us instead of that one. You can make these changes to your email information by accessing your Account through the "My ZYBRE" section of our Website or by contacting Customer Relations by phone or email. The email address that you have registered with us at any time will be your

“Registered Email Address”. You’re responsible for maintaining and regularly checking emails sent to your Registered Email Address.

14.5 You’re treated as having read any email which we may send to your Registered Email Address.

## **15. SPECIAL PROVISIONS RELATING TO THE TELEPHONE SERVICE**

15.1 You understand that our Telephone Service may not offer all the features you expect from a traditional phone line. Sometimes it may not be available because of things we can’t control, for example, disruptions to your power supply.

15.2 You understand and agree that our Telephone Service depends on your connection to the Network and the availability of the Network. It won’t work if there’s a power failure or a failure in the Network.

15.3 The FAQs on our Website have more information on our Telephone Service and its limitations and you should read them.

15.4 You understand that our Telephone Service allows calls to the emergency services numbers 999 and 112. Calls to these services will fail if there’s a power failure or if your Internet Service connection fails. You agree that you will have an existing copper wire phone line at your Home (if there is one) or another way of making emergency calls.

15.5 If you use our Telephone Service, we’ll register your home address. We do this for billing purposes and so that emergency services know your phone number and location when you dial 999/112. If we suspend our Telephone Service under this Agreement, you’ll still be able to dial 999/112 using our Telephone Service, as long as there’s no power failure or failure in the Network.

15.6 We’ll take reasonable steps to help you if you want to move your phone number from our Network to another provider’s network. We’ll also take reasonable steps to help you move your phone number from another provider’s network to ours, if you tell us you want to do this when you place your Order. Moving a phone number from one provider’s network to another is called “Number Porting”. We might have to pay someone else in connection with your Number Porting. If we do, you’ll have to compensate us for this. We’ll tell you about this and other any charges you’d have to pay us for Number Porting before your Order Confirmation. You can then decide if still want to do it. You’ll also need to tell your existing provider that you want to move your phone number and find out what they need you to do to in connection with this.

15.7 Sometimes Number Porting isn’t possible. This means you won’t be able to keep your existing phone number when you change to a new provider. We won’t start a Number Porting process to another network unless you’ve fully paid everything you owe us at that time. We estimate it’ll take up to 15 Working Days from when we write and tell you we’ve received your Number Porting request, to the date the Number Porting happens. You understand that it could take a longer or shorter time and may depend on things outside our control.

15.8 If you ask to move your phone number from one network to another, the new and old network providers need to work together to get the new network ready for your phone connection. We call things they need to do the “Activation Steps”. Once they have carried out the Activation Steps, the network providers will agree a date for the Number Porting to happen. If you’re moving your phonenummer to our Network, we’ll send an email to your Registered Email Address telling you this date (the “Porting Date”). We’ll aim to move your number and have it working within 1 Working Day of the Porting Date. If you want to start using our Telephone Service before we’ve

moved your old phone number to our Network, we'll give you a temporary phone number. You can use this temporary number with our Telephone Service until the Number Porting of your old number has happened.

15.9 We may find out that the Activation Steps haven't been completed, after we've emailed you with a Porting Date. If this happens, we'll agree a new Porting Date with your old network provider. We'll send you another email to your Registered Email Address with this new Porting Date, which will replace the previous Porting Date. If we need to change your Porting Date in this way, you can't treat it as a delay or as us mishandling the Number Porting and we won't have to compensate you for changing the date.

15.10 If you're moving your phone number to our Network and we delay the Number Porting for more than 1 Working Day after the last Porting Date we emailed to your Registered Email Address, or where we've genuinely mishandled your Number Porting, we'll compensate you for the delay or mishandling. The details of this compensation are set out in our Number Porting Compensation Scheme, which is in our Complaints Code of Practice.

15.11 Our Acceptable Usage Policy applies to all calls you make using our Telephone Service. We can put limits on your calls, require you to pay extra charges or suspend or end your access to our Services if we think you haven't complied with that policy. If we think we need to, we can also record some of your calls, to make sure that you're using our Telephone Service in line with this policy.

15.12 Our telephone service comes with "CLI" (calling line identification) as a standard facility. This means that you'll see the number of someone who has called on your telephone device screen (if it has one) or, if the caller has asked that their number is kept private (or the caller's network doesn't allow the caller's number to be shown to you), you'll see that the call is from a "withheld" or "unavailable" number. The CLI facility also means that your number, when you make calls, will be displayed to the person you're calling. You should get in touch with us using one of the ways set out in Clause 20 ("How We Contact Each Other") if you'd like us to put in place any of the following options on our Telephone Service:

- (i) to keep your number private when you make calls;
- (ii) to keep your number private when you forward calls from another number to our Telephone Service;
- (iii) to keep private the numbers of people calling you; or
- (iv) to block incoming calls where the caller or network has kept the caller's number private.

However, if you choose any of options (i) to (iii), please note that we can override your choice in a few limited situations (such as to trace malicious or nuisance calls or for calls to emergency services).

## **16. OUR LIABILITY TO YOU AND THE LIMITS ON OUR LIABILITY**

16.1 Where we carry out any obligations under the Agreement, we'll only do this with the reasonable care and skill of a competent service provider. We don't warrant that our Services will be fault-free or uninterrupted, but we will use all reasonable care and skill to provide and maintain them. Neither can we guarantee that the Equipment we provide will never be faulty. If you think it might be, Clause 5.3 ("Equipment") tells you what to do.

16.2 If our negligence causes death or personal injury, we accept responsibility for this and there's no

limit to our liability. We also accept responsibility for fraud, fraudulent statements or any other liability that the law doesn't let us exclude or limit.

16.3 Neither we nor any company in our group (or any person connected with us or such company) will accept responsibility (if the law allows this) for any liability in contract, tort (including breach of statutory duty) or otherwise arising under or in connection with this Agreement for:

- (i) losses to you from you breaking your Agreement with us;
- (ii) losses caused by you using a Service in a way that breaks the Agreement;
- (iii) loss or damage to you or any user of our Services or Website relating to using (or not being able to use), or the result of the use of, these, the Equipment or any other website. This includes losses from delays or interruptions to our Services;
- (iv) loss or damage to you or any user of our Services or Website from any materials posted on our Website or another website, which was accessed through our Network;
- (v) losses of income or revenue;
- (vi) commercial or business loss or loss of opportunity, loss of profit, loss of goodwill, loss of contractor wasted management or office time;
- (vii) losses of savings you were expecting to make;
- (viii) losses or damage caused by malware or the unauthorised use of a Service on any of your devices;
- (ix) losses of, the corruption of, or the release of, data (including personal data), information or software;
- (x) losses from the failure of safety, security or other alarm system, because they're not compatible with a Service, or for another reason that's not our fault;
- (xi) losses or damage from you using equipment that we haven't supplied;
- (xii) the cost to you of getting substitute goods or services;
- (xiii) losses which we couldn't reasonably have expected or which we couldn't have considered when we entered into the Agreement or which are not directly caused by us, our Services or our Equipment or are indirect or consequential;
- (xiv) claims made against us, because of any condition, warranty or other terms implied by law. (Sometimes the law suggests that particular conditions, warranties or terms are treated as part of an agreement, even if they're not specifically put into that agreement – these are "terms implied by law". No such implied terms are part of your Agreement where the law allows them to be left out. This means you can't make claims based on them); or
- (xv) any other loss or damage of any kind,

but this doesn't prevent claims (a) for loss of or damage to your physical property arising from our negligence, for which we'll only pay up to £100,000 in any 12-month period or (b) any other claims for direct financial loss to you relating to the Agreement (or that we're responsible for by law), in either case that aren't excluded by any of the categories set out in (i) to (xiv) of this Clause 16.3. If you do have a genuine, proven claim against under this Clause 16.3, then except in relation in property damage as set out in (a) of this Clause 16.3, we'll only pay up to a total of 125% of the Charges due from you in the calendar year in which the event which caused your loss happened, for all events in that calendar year.

- 16.4 Except as set out in Clauses 16.1 to 16.3 above, we accept no responsibility for loss or damage caused when someone other than you, our paying Customer, accesses your connection to our Services, your computer, the Equipment or other related equipment (including any Additional Equipment) or accesses, destroys or distorts any data or information held by us.
- 16.5 We're not responsible for any goods or services supplied to you under a separate agreement with another supplier, even if you acquired them through our Network.
- 16.6 We won't be responsible to you for any losses you may suffer if you've used the Services or Equipment, we provide for business purposes (other than for Home Working, though all other provisions in this Clause 16 will still apply).
- 16.7 If the Services or Equipment fail, and you divert your phone or internet to another communications provider, we won't be responsible for the cost to you of doing this.
- 16.8 Each provision of this Clause 16 is to be treated as a separate provision, applying and surviving even if one or more of the other provisions of this Clause is held to be inapplicable or unreasonable.
- 16.9 You may have rights under the law which the terms of your Agreement with us can't affect. For example, the law may give you certain rights relating to Equipment which is faulty or has been described wrongly. As a residential customer of ZYBRE, you may also have rights as a "consumer" (though this won't apply if you're a small business). For more details of your legal rights, you should contact your local Citizens Advice Bureau, [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk).
- 16.10 You must always try your best to reduce any losses, damage or costs you may incur.

## **17. AUTOMATIC COMPENSATION**

- 17.1 Sometimes, when things go wrong and there's a delay in providing you with the Internet Service or Telephone Service you ordered from us, or a delay in repairing a fault in these Services, or one of our engineers misses an appointment you've arranged with us to have these Services installed or repaired, we might compensate you automatically. You can find further details about this in our Automatic Compensation Policy

## **18. MATTERS BEYOND OUR REASONABLE CONTROL**

- 18.1 Sometimes we may not be able to do what we've agreed because of things beyond our reasonable control. This could be things such as lightning, flood, severe weather, fire, explosion, terrorist activities, war, riots, damage or vandalism to our Network, Equipment, or any apparatus we've installed, anything done by local or national Governments or other public authorities, or strikes or other industrial action. There may be other reasons too. In these cases, except as set out in our Automatic Compensation Policy, we're not responsible if we can't provide you with our Services.

## **19. OTHER GENERAL PROVISIONS**

- 19.1 The Agreement for our Services is only between you and us. You can't transfer it or your rights to your Services to anyone else, or try to do so. However, we may take instructions from someone else we think, with good reason, is acting with your permission. We can transfer the Agreement, provision of the Services and/or our rights and obligations under it to someone else. If we think this might have a negative effect on your Services or your rights under the Agreement, we'll tell you before we do this and ask your permission. You have to give your permission unless it's reasonable for you to refuse it, delay it or put conditions on it.

- 19.2 You accept that when you order your Services from us, we may have to do a credit check on you. This means looking into your records with credit reference agencies like TransUnion, Experian and Equifax or with fraud prevention agencies. Whenever we have information about you, we'll protect it and keep it safe, as set out in our Privacy and Cookie Policy. This may include sharing this information to prevent fraud or where the law requires us to do so. This might be because we've received a court order about the information or someone has a legal power to demand it. We may also share information about you with other companies and organisations (including other communications companies). You can find out more about how we'll deal with your information in our Privacy and Cookie Policy.
- 19.3 If you receive any information from us (or someone acting for us) which might reasonably be confidential to us, you will not tell or show it to anyone else. You can only use such information to carry out your obligations under your Agreement with us.
- 19.4 If a court, arbitrator or any government agency tells us that any part of the Agreement isn't valid, the remaining parts of the Agreement will still be valid and enforceable.
- 19.5 Each part or term of your Agreement with us is treated as separate. It'll still be valid even if other parts or terms of the Agreement are found to be invalid or unreasonable.
- 19.6 No-one, except for you and us, has rights under the Agreement or the right to enforce any of its terms. No others can use the Contracts (Rights of Third Parties) Act 1999 to acquire such rights.
- 19.7 Your Agreement with us sets out everything we're agreeing between us about our providing you with your Services. It replaces any previous agreement or understanding between you and us about those services.

## 20. HOW WE CONTACT EACH OTHER

20.1 You may contact us in any of these ways:

- (i) online, via the "My ZYBRE" section of the Website, by raising a "ticket";
- (ii) by emailing at:
  - Customer Contact: [hello@zybre.co.uk](mailto:hello@zybre.co.uk)
- (iii) online, via the live webchat option on our Website;
- (iv) by sending a letter to ZYBRE Limited, 20-22 Wenlock Road, London, N1 7GU

Please note that any letters sent via Post are subject to an extended delay in response.

If there's anything you need to tell us that's important, you should put this in a letter and post it to us at the address in 20.1(iv) (recorded delivery), even if you've also told us about it another way. If you want to end your Service(s), however, you don't need to tell us this by letter if you've already let Customer Relations know by email, phone, raising a "ticket" or live webchat (as set out in Clause 8).

20.2 We'll usually contact you at your Registered Email Address. We may also write to you at your billing address, or phone/SMS text message you on your mobile or fixed phone number.

## 21. COMPLAINTS

You may need to contact us if you're having a problem with us or our Services. Our Complaints Code of

Practice tells you how you can do this. It also explains how we deal with your complaints and disputes.

If you wish to make a complaint, please send an email in the first instance to [hello@zybre.co.uk](mailto:hello@zybre.co.uk). This will allow us to deal with your complaint promptly. We'll always need information about your complaint to be made in writing, so we can investigate properly.

We'll try our best to sort out any complaint or dispute you have. If we can't, you can take the matter to an alternative dispute resolution service (an "ADR Service"). The ADR Service we use is called Ombudsman Services. It helps resolve disputes we might have with individuals and small businesses (with 10 or fewer employees) who are our customers. It's completely independent from us and will be free for you to use.

If you're reporting any illegal or unacceptable use of our services, please email [hello@zybre.co.uk](mailto:hello@zybre.co.uk) 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 unauthorised access to your Account, depending on the type of misuse you wish to complain about). Please always make sure that you include a short description of why you're making the complaint, together with your name and full contact details.

If you wish to make a complaint or need any further information about the Agreement, please contact us as follows:

- (i) online, via the "My ZYBRE" section of the Website, by raising a "ticket";
- (ii) by emailing at:
  - Customer Contact: [hello@zybre.co.uk](mailto:hello@zybre.co.uk)
- (iii) online, via the live webchat option on our Website;
- (iv) by sending a letter to ZYBRE Limited, 20-22 Wenlock Road, London, N1 7GU

Please note that any letters sent via Post are subject to an extended delay in response. You can find more information about Ombudsman Services in our Complaints Code of Practice.

## **22. JURISDICTION AND APPLICABLE LAW**

22.1 Your Agreement with us is made under English and Welsh law. If a dispute or claim arises that we can't settle between us, despite following our Complaints Code of Practice, it'll be decided in the English and Welsh courts. If we choose to, though, we can use the courts where you live (if this isn't England or Wales) or in any other country we think is appropriate.

## **23. CHANGES TO OUR CHARGES, THESE TERMS AND/OR THE SERVICES**

23.1 From time to time, we may change our Services, Equipment, Charges or the terms of your Agreement with us. This could be for any of the following reasons:

- (i) to introduce a new feature to any Service or to change the way we provide a Service or how it's structured (which could include upgrades and improvements or what's contained in a Service or that we can provide our Services in new areas);
- (ii) to introduce new Equipment or make changes to existing Equipment (including withdrawing

- it) and/or how we provide it (which could include upgrades and improvements);
  - (iii) to make technical changes to our Network and/or the technology we use (which could improve our Services);
  - (iv) to change your area code or phone number;
  - (v) to change how we structure our Charges (which could be a change to what a Charge includes);
  - (vi) to make your Agreement with us clearer or easier for you to understand;
  - (vii) if we've changed the way we manage our business and/or the cost of running it increases;
  - (viii) because the cost to us of providing the Services has increased (for example, the businesses we buy from increase their prices);
  - (ix) to reflect a change to a law, code of practice, regulation, guidance or responsibility that applies to us; or
  - (x) another reason not listed here that we can't predict right now.
- 23.2 If we increase our Package Charge or change any other Charges or the terms of your Agreement with us in a way that we believe significantly disadvantages you:
- (i) we'll tell you (by email to your Registered Email Address) at least 31 days before the change. Sometimes these changes may be outside of our control (for example where they're because of legal, financial, or regulatory requirements). If we need to make changes for these reasons, you won't be able to end your Services without charge, and if we can't give you 31 days' notice of these changes, we'll give you as much notice as possible;
  - (ii) depending on the change, you may then be able to end the Service affected by it or your Agreement with us (we'll tell you which, in our email to you) without paying any extra charges for leaving early. To do this, you must write (by email or letter) and tell us you want to end the Service or your Agreement (as applicable). You must do this within 31 days after the email we send you about the change;
  - (iii) if you end any Service (but not the Agreement) in this way, the Agreement will still apply to all other Services, not affected by the change; and
  - (iv) we'll publish details of the change on our Website.
- 23.3 If we make any other changes to your Agreement with us, we'll do this by amending the relevant Terms or provisions of the Agreement on our Website (and will notify these changes to you on the home page of our Website from time to time).
- 23.4 You should check our Website from time to time to take note of any changes we made to these Terms, as they can affect your Agreement and are legally binding on you. Sometimes a notice or other provision on another part of our Website might replace part of these Terms.

## **24. DATE**

These Terms are effective from 01 July 2021.

## 25. DEFINITION OF THE WORDS USED IN THESE TERMS

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

**“Acceptable Usage Policy”** means our Acceptable Usage Policy.

**“Account”** means your account with us, with the details you provided to us when you ordered our Services and other information about your Services. You can access your Account online, through the **“My ZYBRE”** section of our Website ([www.zybre.co.uk](http://www.zybre.co.uk)). You can also ask about your Account if you contact Customer Relations.

**“Activation Charge / Set-up Charge”** means the activation charge as set out in our Guide to Charges and Fees for Residential Customers.

**“Additional Equipment”** means any equipment you might purchase from a supplier other than us (whether or not this supplier is recommended by us).

**“Additional Services”** means any extra Services and features we provide you in connection with our Internet Service and/or Telephone Service, from time to time.

**“Additional Telephone Packages”** means any extra packages available for your Telephone Service from time to time.

**“ADR Service”** means an alternative dispute resolution service as described in Clause 21 (“Complaints”).

**“Agreement”** means the Agreement for our Services, between you and us, as described in Clause 2.6 (“These Terms of Service”). **“Applicable Law”** means any 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 that applies to the Agreement, our Services, you or us, from time to time.

**“Automatic Compensation Policy”** means our Automatic Compensation Policy.

**“Call Charges”** means the call charges payable when using our Telephone Service.

**“Charges”** means any or all charges payable to us in connection with our Internet Service, our Telephone Service, any other charges for Additional Services as listed in our Guide to Charges and Fees for Residential Customers.

**“CLI”** has the meaning set out in Clause 15.12.

**“Complaints Code of Practice”** means our Complaints Code of Practice.

**“Customer”** means you, our residential customer.

**“Customer Relations”** means our Customer Relations team (see Clause 20 (“How We Contact Each Other”)).

**“Early Termination Fee”** means the one-off fee, which we may ask you to pay if you cancel your Services before the end of the Minimum Period. Details of this fee are set out in our Guide to Charges and Fees for Residential Customers.

**“Equipment”** means any telecommunications or other equipment (including the ZYBRE issued Router, ZYBRE issued NVIDIA SHIELD TV Pro, cables and accessories) we supply you to help you use our Services (including upgrades and replacements to these items). It doesn't include any equipment you may purchase from an alternative supplier.

**“Home”** means the address that you give us in your Order which is where we then install our apparatus (including the Equipment) and agree to provide you with our Services in accordance with your Order.

**“Home Working”** means (i) you using our Services at Home for business purposes while working away from your usual place of work; or (ii) you or others in your small business (meaning a business with ten or less employees) which you operate from Home, using our Services for your work.

**“Installation Fee”** means the fee for installing access to our Services at your Home, as set out in our Guide to Charges and Fees for Residential Customers and in Clause 9.2 of these Terms.

**“Internet Service”** means access to our internet service, which includes the features of the package you chose. This could be our, 30Mb Fibre Broadband Package, 50Mb Fibre Broadband package, 100Mb Fibre Broadband package, 300Mb Fibre Broadband package, 500Mb Fibre Broadband package, or 900Mb Fibre Broadband package (for a Minimum Period), each as described on our Website.

**“Landlord”** means the landlord or building manager, as described in Clause 4 (“Services Purchased by the Landlord or Building Manager in Multi-Tenanted Dwellings”).

**“Landlord Services”** means the services described in Clause 4.1.

**“Minimum Period”** means the minimum commitment period for which you agree to keep the Services you order from us. It starts on the Services Start Date for each of the Services set out in your Order Confirmation. If you end the Services before this Minimum Period finishes, you’ll have to pay an Early Termination Fee (which is charged as set out in our Guide to Charges and Fees for Residential Customers), unless you change package to one with a longer Minimum Period, as set out in Clause 7.4. We may change the Minimum Period for any Service but this won’t affect you if you’ve already received your Order Confirmation for that Service.

**“Network”** means the network we use to provide our Services to you.

**“Non-Return Fee”** means the one-off fee which we may ask you to pay if any of the Equipment, we provided you with is not returned to us when asked. Details of this fee are set out in our Guide to Charges and Fees for Residential Customers.

**“Order”** means the order (including any pre-order) that you make and/or send us for the supply of our Internet Services and/or Telephone Services and/or any Additional Services.

**“Order Cancellation Fee”** means the one-off fee, paid on demand, if you ask us to provision your Order during the Cooling off Period and then cancel your Order within that same Cooling off Period (see Clause 7.7). The Order Cancellation Fee will cover the cost of any Services you’ve used until the time you cancel (including any costs related to installation and/or activation that we’ve incurred in provisioning your Order before you cancel), as set out in Clause 7.7.

**“Order Confirmation”** means an email from us, after you’ve placed an Order for our Services, confirming that we’ve accepted your Order.

**“Package Charge / Bundle Charge”** means the charge you pay every month, in advance (for the period ahead), for us providing you with your Internet Service and/or Telephone Service package and/or any Additional Services, as set out in your Order Confirmation. You’ll still have to pay any Call Charges that aren’t included in your Package Charge.

**“Paper Bill”** – means the hard copy or Paper Bill copy of your bill, requested to be posted to your Home.

**“Paper Bill Charge”** – means the Charge that applies, if you request to receive Paper Bills.

**“Privacy and Cookie Policy”** means our Privacy and Cookie Policy as amended from time to time.

**“Re-activation Fee”** means a one-off fee, which you must pay if we ask, to re-activate your Services after they’ve been ended or suspended. You can find more details on this fee in our Guide to Charges and Fees for Residential Customers.

**“Registered Email Address”** means the email address that you’ve registered with us as part of your Account information (as described in Clause 14.4 (“Your Obligations”)).

**“Replacement Items Fee”** means the one-off fee which we may ask you to pay if we need to repair or replace any of the Equipment, we provided you with. Details of this fee are set out in our Guide to Charges and Fees for Residential Customers.

**“Cooling off Period”** means the period from your Order Confirmation up to (and including) the 14<sup>th</sup> day that our Services are first active for your use as our Customer at your Home.

**“Service Activation Email”** means an email from us, after we’ve fulfilled your Order confirming that we’ve activated your Services.

**“Services”** means our internet, telephone and any additional related services which are ordered by you and provided by us under your Agreement with us. These services could be any of our Internet Service, our Telephone Service and any Additional Services.

**“Services Outage”** means a failure or disruption in the Services.

**“Services Start Date”** means the date on which we activate the Services you order from us, as set out in Clause 8.1 (“Term of Agreement, Suspension, Restriction, and Termination”).

**“Terms”** means these Residential Customer Terms of Service for Customers purchasing any of our Services.

**“Telephone Service”** means our telephone over internet service. Our Customers can use this to make phone calls which are recognised by the public switched telephone network (PSTN). The Telephone Service you purchase from us will include the features described on our Website. It’ll also include any Additional Telephone Packages you’ve added to your chosen package.

**“Website”** means [www.zybre.co.uk](http://www.zybre.co.uk) or any other replacement website address we may tell you.

**“Working Day”** means any day other than a Saturday or a Sunday or a public holiday in England and Wales.

**“ZYBRE issued NVIDIA SHIELD TV Pro”** means the set-top box we supply you through which you can access Android TV and Cloud Gaming Services including ZYBRE Games.

**“ZYBRE issued Router”** means the router we supply you through which you can connect your devices (such as your computer or mobile) to our Network.