

Business Broadband Customers Installation Order and Gigabit Broadband Voucher Application

August 2019

We are Fibre Options Ltd a company incorporated in England with Company registration number 2546966. Our registered office is at Fibre Options Ltd., The Courtyard, Park Road, Tring, Herts, HP23 6DB.

You are our Customer, your name and contact details are on the Order Confirmation which will have been sent to you immediately on submission of your order. The address for delivery of the installation is the address stated on the Order Confirmation. You are a business as defined in the GBVS Beneficiary T&Cs and have supplied us with evidence of your trading status. You will be responsible for paying the charges for the installation, but this will be reduced by the value of the Gigabit Voucher if your application is successful and the Voucher is redeemed.

These are the terms and conditions on which we supply your broadband installation service: please read them carefully. These terms tell you who we are; how we will provide our broadband installation service to you; how we will apply for a Gigabit Broadband Voucher on your behalf; how you and we may change or end the contract; what to do if there is a problem; and other important information.

This document relates specifically to the connection of your property to the Herefordshire Community Networks CIC ("HCN") network, and not to the provision of internet, telephony or other services over that network. Fibre Options is the registered supplier of such connections and is the sole applicant who can process gigabit vouchers on your behalf.

You can contact us by emailing us at support@fibre-options.co.uk; by telephoning our customer care team at 0330 808 2003; by writing to us at our address above; or by using the form on the 'Contact us' page of our website.

If we need to contact you regarding your installation or your voucher application, we will do so by phone or by writing to you at the email address you provided to us in your order. Please ensure that you tell us immediately if your contact details change.

"Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

"Working days". Where we use the phrase 'working days' this excludes Saturdays, Sundays and public holidays.

1. Our Contract

- 1.1. How to place an order for installation and apply for a Gigabit Broadband voucher.** Business customers order installations to the HCN network through the HCN website at www.hereford-cic.net. We can only accept orders for areas which are defined under the Herefordshire Community Networks Gigabit Voucher Project Pre-registered Package.
- 1.2. How we will accept your order and voucher application.** Our acceptance of your order will take place when we email you a confirmation, at which point a contract will come into existence between you and us.
- 1.3. What you have ordered.** Your Order Confirmation contains all the details of the installation you have ordered which we agree to supply to you, according to these terms and conditions.
- 1.4. Your right to cancel.** You have the right to cancel your order by contacting Customer Services within 14 days from the day after the day on which you receive your Order Confirmation. You must put your request in writing.
- 1.5. Your customer number.** We will assign a customer number to your order and tell you what it is when we accept your order. It will help us if you can tell us the customer number whenever you contact us and when responding to requests from DCMS in respect of your voucher application

2. Voucher Application and Processing

- 2.1. We will apply for a Business Gigabit Broadband Voucher with DCMS with a value of £3,500.** You have agreed in the undertaking section of your order that you have read and accept the Terms and Conditions of the GBV scheme.
- 2.2. DCMS will contact you by email to confirm your application.** It is your responsibility to respond in a timely fashion to any such requests from DCMS. Note that non-response after 28 days may result in your application for a voucher being denied.
- 2.3. DCMS will notify you by email that your application has been successful.** This will confirm that you are eligible for the voucher and that, on completion of the installation to your and their satisfaction, the payment of £3,500 will be credited against the installation charge.
- 2.4. You will be responsible for paying us the VAT element of the voucher value.** Upon successful installation, we will issue you an invoice showing the total charge of £4,200, representing £3,500 plus VAT of £700. We will issue a credit to you on this invoice of £3,500 in respect of the value of the voucher. If your business is VAT registered, you will be able to claim the £700 amount back from HMRC on your quarterly VAT return.

3. Installation

- 3.1. We or our contractors will contact you to arrange the installation** to your property and will arrange for one of the approved network installers to install and configure the equipment you need to use our service at a time which suits you.
- 3.2. The installation team will have your contact details.** This is so that they can contact you to let you know when they will arrive
- 3.3. Access to your property.** We will need a responsible adult to allow us to access your property and install your connection and equipment. If you do not allow the installation team to access your property as arranged (and you do not have a good reason for this) the installation may be cancelled.

- 3.4. **Non-standard installations** These are bespoke projects which have specific requirements because of surfaces which require special techniques to dig and re-instate (see website Install link for more details).
- 3.5. **The technician will carry out a risk assessment before commencing work.** If the technician decides that it is not possible to carry out the installation safely, or if there is no one over the age of 18 present at the property, you will be informed and given the opportunity to make alternative arrangements.
- 3.6. **If the installation cannot be carried out as arranged.** The technician will do everything possible to achieve your installation at the arranged time, but if it is not possible to continue with the installation because of safety issues, the complexity or the materials required, the technician will inform us and will ask you to confirm your acceptance that a further appointment will be required. We may charge you reasonable costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract.

4. Using the HCN broadband service

- 4.1. **Availability of service.** Once the installation is made and the voucher redeemed, HCN will make available the service you have ordered from them.
- 4.2. **Terms and Conditions of Service.** The T&Cs under which HCN provides you with broadband and other communications services will be subject to the contract agreed between HCN and yourselves. These T&Cs can be found on the HCN website at www.hereford-cic.net/support.
- 4.3. **Ownership of property installed at your premises.** Upon successful completion of your installation, ownership of the fibre router and other equipment shall pass to HCN under the Terms and Conditions in 4.2 above.

5. Cancelling the installation

- 5.1. **DCMS notification of non-acceptance of voucher application.** In the event that DCMS decides that you are ineligible for a voucher, you have 14 days following such notification to cancel your installation.
- 5.2. **If you do not cancel the installation** within this period, installation will proceed and you will be liable for the full value of the installation cost and VAT.

6. Our responsibility

- 6.1. **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable.
- 6.2. **Loss or damage is foreseeable** if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen. We are not responsible for any loss or damage to your own equipment.
- 6.3. **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the installation; and the right to receive an installation which is: as described and matches information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; and supplied with reasonable skill and care.
- 6.4. **We are not liable for business losses.** We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7. Termination of the contract

- 7.1. **Automatic termination.** This contract shall be automatically terminated upon successful installation to the HCN network and the completion of the voucher application and redemption process.

8. Privacy & Data Protection

- 8.1. **How we will use your personal information.** We will use the personal information you provide to us in accordance with our Privacy Policy which is available for you to read on our website.
- 8.2. **Please note that we may monitor and record phone conversations** which you have with us so that we can shape our training and compliance.

9. Other important terms

- 9.1. **We may transfer this contract to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 9.2. **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. If you are moving from your business premises, please contact us.
- 9.3. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 9.4. **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 9.5. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the installation in the English/Welsh courts.
- 9.6. **Complaints and alternative dispute resolution.** If you are unhappy with our service, we will do our best to put things right – please see our Customer Complaints Code for more information about how we handle complaints and the Ombudsman service available. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.