

RESIDENTIAL TERMS AND CONDITIONS

Max Fibre
Ribble house
Ribble House Business Park
Blackburn
BB1 5RB
Tel: 01282 684 511

Who we are: We are Max Fibre a trading name of 6G Internet Limited, a company incorporated in England and Wales with company registration number 8675607 whose registered office address is Ribble House, Ribble House Business Park, Blackburn, BB1 5RB ('we/our')

Who you are: You are our customer whose name, address and contact details appear on the **order confirmation** ("you/your"). You are over 18 and are not a business and are not intending to use the **service** wholly or mainly for business purposes.

Why these terms and conditions are important: These are the terms and conditions upon which we will provide **you** with the broadband, voice and any other services described in your **order confirmation** to the stated **service address** in return for **you** agreeing to pay the agreed **charges**.

Please take the time to read and understand these terms and conditions as they tell **you**:

- who **we** are
- how **we** will provide the **service** you have ordered
- how **you** need to pay
- how either of us can change or end the contract
- circumstances in which **we** can suspend services
- what to do if there is a problem
- other useful information

If **you** believe these terms and conditions (or any of the documents referred to) do not accurately reflect **your** understanding of what **you** have agreed, please let **us** know straight away.

You will see that certain words in these terms and conditions are highlighted in **bold** to draw to **your** attention that the word has a special meaning. These special meanings can be found in the glossary section at the end of these terms and conditions.

Where **we** refer in these terms and conditions to other documents (for example our **price list**, specific service terms or our **acceptable use policy**), those documents also form part of your **contract**. To make things easy, all of these documents can be found in one place on **our website** at www.maxfibre.com/info.

We have also included headings within these terms and

conditions to help **you** find what you are looking for more easily.

Nothing in these terms and conditions affects your statutory rights.

Use **of the** service is subject to our **acceptable use policy** (which tells **you** how **the service can and cannot be used**) and our **privacy policy** (which tells **you** how **we** will collect, use, store and keep your personal information secure, as well as explaining your legal rights in relation to your personal information and how **you** can use those rights). These policies are available for **you** to read on **our website**.

We believe in equal access to **our** services for everyone. Please refer to **our vulnerability policy** for further details.

If things go wrong and **you** wish to make a formal complaint, **our customer complaints code** explains what **you** can expect from **us**, how **we** will handle **your** complaint and progress it to a resolution. If at the end of that process, should **you** feel **we** have not properly resolved **your** complaint, **we** are a member of the Ombudsman Services dispute resolution scheme, which allows **you** to ask for **your** complaint to be resolved free of charge by an impartial third party. **We** agree to be bound by any decision they make.

1. Ordering your services and entering into a contract with us

1.1 To order any service **you** must complete and submit an **order form**.

1.2 If **you** complete an **order form** online, **you** will have the opportunity to check the form before **you** submit it to **us** so that **you** can correct any input errors.

1.3 If **you** place an order over the telephone, **we** will treat your verbal confirmation that **you** wish to order the **service**, on the terms agreed during the call, as submission of an **order form** and those details will be entered onto **our** system.

1.4 Submitting an **order form** in any of the ways described above will be treated as an offer by **you** to enter into a **contract** with **us** on these terms and conditions.

1.5 All orders are subject to verification and checks. If **your** order is accepted, **we** will send you an **order confirmation** by email (or by post if **you** request) and a legally binding **contract** will be formed when **you** receive the **order confirmation**.

1.6 **We** may decline **your** order for whatever reason. If **we** do, **you** will be notified as soon as possible.

1.7 **The contract** between **us** is subject to completion of a satisfactory technical survey at the time of installation. **We** may terminate **your contract** immediately if **we** consider the survey is unsatisfactory for any reason and will refund to **you** any **charges you** have already paid.

1.8 **Your contract** is for the **minimum contract period** stated in **your order confirmation**. The **minimum contract period** will begin on the **start date**. **You** must pay for the services for the whole of the **minimum contract period** **unless** the **contract** is terminated in accordance with these terms and conditions. **Early termination charges** may apply if **your contract** is terminated during **minimum contract period** (please refer to section 10 below).

2. Your right to cancel (the “cooling-off period”)

2.1 **You** have the right to cancel **your order** at any time during the 14-day period (“the cooling-off” period) that starts the day after **you** receive **your order confirmation**.

2.2 To exercise **your** right to cancel during the cooling-off period **you** can:

- Email us at; cs@maxfibre.com
- Call us on; 01282 684 511
- Write to us; Max Fibre, Ribble House, Ribble House Business Park, Blackburn, BB1 5RB

2.3 If **we** install the **service** at **your** request during the “cooling-off” period, **you** can still cancel **your contract** provided that **you** do so before the “cooling-off” period ends. **You** will have to pay for the **services** **you** have used up to the point of cancellation as well as any installation fee that **you** agreed to pay. Any discounts that **you** may have been given will be disregarded when calculating how much **you** have to pay upon cancellation and the charges will be calculated on a cost basis.

2.4 **You** must return to **us** at **your** cost, all of the **customer equipment** provided as part of the **service** (which is listed in **your order confirmation**) within 14 days from the date of cancellation. **You** will be charged for any of the **customer equipment** that **you** fail to return at the prices set out in **our price list**. If **you** return the **customer equipment** but it is damaged or there are parts missing, **you** will be charged for the cost of replacing any missing parts or items or, where any **customer equipment** is damaged, **you** will be charged for the cost of repairing the damage (where possible) but these costs will not exceed the price of the **customer equipment** as stated on our **price list**.

2.5 If a **fibre cable** has been installed at the **service address**, **you** agree that **we** may remove it but that **we** are not responsible for ‘making good’ after its removal or for removing any **ancillary equipment**.

3. Installing your service

3.1 Once **your** order has been accepted, subject to survey, **our** installations team will contact **you** (using the contact details **you** provided to **us** when **you** placed **your** order) to book an installation appointment at a time slot that is convenient for **you**. The installation appointment

will be confirmed with **you** via SMS. **You** can contact **our** installations team at any time if **you** have any questions about the installation or to re-arrange the installation appointment. Should **we** need to change **your** installation appointment, **we** will contact **you** to arrange an alternative appointment slot. If **you** fail to keep an installation appointment or **you** cancel the appointment less than 48 hours before the agreed time, **you** may be charged an **abortive visit fee**.

3.2 **Our** installation team will need access to the **service address** on the day of installation to install the fibre cable onto the exterior of **your** property (typically on the roof/side of your property) and to run a cable from the **fibre fitting** to an appropriate location or locations within the **service address** where they will install one or more sockets (depending upon your chosen package) into which **your** router can be plugged.

3.3 **You** are responsible for obtaining all necessary permissions, agreements or consents for the installation of **the fibre cable** prior to the date of installation. This may include, for example, the permission of your landlord, the local council or authority or the owner of any adjoining property over which access may be required to undertake the installation.

3.4 If **you** fail to keep an appointment or do not allow **our** installation team the required access to the **service address** at the installation appointment or **you** have not secured the necessary permissions, consents or approvals referred to in clause 3.3 above, the installation will be cancelled and **you** may also be charged an **abortive visit fee**.

3.5 **The** installation fee is based on a **standard installation**, which assumes a number of factors, including the height at which the **fibre cable** needs to be installed at the service address, the distance between the position of the fibre cable and the socket(s) within the service address, the amount of cabling, cable fixings and other equipment that is required. If the installation is not standard, for example the **fibre cable** needs to be installed above two storeys, at a location that is difficult to access or where the distance between the **fibre cable** and the socket is in excess of 20 metres, additional charges may apply. **We** will agree any additional charges with **you** before proceeding with the work, although a further installation appointment may be necessary.

3.6 **Our** installation team will carry out a risk assessment prior to commencing any work. Should they determine that the installation cannot be carried out safely, it will not be possible for the installation to proceed.

3.7 Someone over the age of 18 must be present at the service address at all times during the installation. Should this not be the case, the installation will need to be re-booked. **You** may also be charged an **abortive visit fee**.

3.8 In order to provide the **service** to the **service address**, a link must be established between the **fibre cable** and the network. Should this not be possible, for example if there is an unforeseen obstruction, **our** installation team will advise **you** and **we** may end the contract. Any charges **you** have paid will be refunded to **you** in full.

3.9 When the installation is successfully completed, **our** installation team will test the **service**, including performing a speed test, to check that the broadband speed of **your** chosen package is being achieved. If the broadband speed of your chosen package cannot be achieved, **you** may either end **your contract** and receive a refund of all **charges you** have paid or accept the speed of the **service** that can be achieved. If **you** accept a lower speed any speed guarantee will apply to the speed **you** accept at the point of installation as recorded by **our** installation team.

3.10 Should **you** ask **us** to move **our** equipment to an alternative position at a later date, **we** reserve the right to charge **you** for doing so.

4. Paying for your service(s)

4.1 **You** are responsible for and must pay the **charges** for the **service** in accordance with these terms and conditions. The main charges are set out in **your order confirmation**. Additional **charges** are referred to in these terms and conditions. A comprehensive list of all charges can be found in **our price list**.

4.2 **Voice services** will be calculated and charged in accordance with our **voice service terms**.

4.3 All prices include VAT. Should the rate of VAT change at any time **we** are providing **services** to **you**, **we** will pass the change on to **you** and adjust the rate of VAT included in your bill accordingly.

4.4 **We** will begin charging **you** from the **start date**. **Recurring charges**, for example, your monthly broadband or call plan charge are payable in advance, whilst usage-based charges, for example, call charges are payable monthly in arrears. One-off charges become payable as and when they are incurred and billed.

4.5 Your first bill will include a proportion of **your recurring monthly charges** for the period from the **start date** to the **billing date**, together with the **recurring charges** for the following month. **You** will also be billed for any **one-off charges** or **usage charges** incurred during the period from the **start date** to the **billing date**.

4.6 All **charges** are payable by Direct Debit or by credit card but only when **you** have given **your** continuing authority for **us** to charge **your** credit card in relation to payments due under this **contract**. Other payment methods may be

available but will attract additional charges set out in the **price list**.

4.7 **Your** Direct Debit or other payment instruction may be altered to **reflect any change** in recurring **charges** or to collect any other charges, including **usage-based charges**, **early termination charges**, **non-return charges** or late payment charges that may become payable by **you** under **your contract**.

4.8 **You** must ensure that all **charges** are paid by **billing date(s)**. If **you** do not pay the **charges** on time, you will incur a **late payment charge** which will be added to your **bill**. **We** may also suspend **your services** or end this **contract** (which could mean you become liable to pay an **early termination charge**).

4.9 **We** will bill **you** electronically either by making **your** bills available in **My Account** or by sending them to **you** by email to **your registered email**. **Your My Account** is password protected. It is **your** responsibility for making sure that your **registered email** is complete and accurate and for notifying **us** promptly should it change. **You** will remain fully responsible and liable to pay all bills that **we** post to **My Account** or send to **your registered email**, even if **you** do not access **your registered email** or **My Account** or if **you** are unable to access **your registered email** or **My Account** (except where this is due to **our** negligence).

4.10 If **you** choose to receive a paper bill, additional charges apply which are set out in the **price list**.

4.11 **You** are responsible for all **charges** incurred as a result of using the **service**, whether used by **you** or someone else. However, **we** will not hold **you** responsible for **charges** incurred without **your** permission due to **our** negligence or breach of these **terms and conditions**.

4.12 If **you** think **we** have made a mistake in **our charges** or **you** dispute any **charge**, please let **us** know as quickly as possible, explaining clearly why **you** think there has been a mistake or **your** reasons for disputing any **charge**. **You** must still make payment of any undisputed **charges** in **your** bill.

4.13 **We** may (with **your** prior agreement), carry out credit checks on **you** by making searches about **you** with one or more credit reference agencies who will supply **us** with credit information about **you**, as well as confirming **your** address on the Electoral Register. The information **we** receive may also include information about other members of **your** household or those to whom **you** are financially linked. **We** may use this information to consider whether or not to accept **your** order and/or to confirm **your** identity and/or address. **We** may also use this information or carry out further credit checks to trace debt or prevent fraud. Details of searches **we** make will be recorded by credit reference agencies, even where **we** decide not to accept **your** order for **services**.

4.14 **We** use third parties to process and administer **your** payments.

4.15 If **you do** not pay **your** bills, **we** may disconnect the **service** (we will write to you before we do this) and use third-party debt collection services to recover the amounts that **you** owe. **We** may also transfer **your** debt to a third party. In either case **your** personal information will also be transferred to that third party for it to use in connection with the recovery of **your** debt. Where **we** transfer **your** debt, **we** will no longer make any decisions in relation to the debt. **You** will be responsible for all reasonable costs and expenses incurred in collecting any debts **you** owe under this **contract**.

5. Using the service

5.1 In return for **you** paying your bills, **we** will provide the **services** set out in **your order confirmation** to the **service address**.

5.2 Use of **our voice service** is also subject to **our voice service terms**.

5.3 **Your** ability to use the **services** is dependent upon the **network equipment** being installed at the **service address** at all times. **You** must not tamper with the **network equipment** or the **customer equipment** or do anything that may cause damage to them or affect or alter their operation in any way. This does not include when **we** ask you to make changes to the **customer equipment** as part of troubleshooting or resolving any faults.

5.4 **You** agree to use the **service(s)** in accordance with **our acceptable use policy** and to take reasonable steps to ensure that **our acceptable use policy** is observed by other people who use the **service**. **We** will hold you responsible for any use of the **services** that breaches **our acceptable use policy**, whether or not **you** authorised or were aware of the use. For example, if **you** allow someone to access the **services** by providing them with the username and password to **your** home Wi-Fi network, **we** will consider **you** responsible should they use the **services** unlawfully, for example by illegally downloading and transmitting copyright material. **We** may suspend the **service** or end this **contract** if the **service** is used in breach of our **acceptable use policy**.

5.5 **We** will not hold **you** responsible for any unauthorised use that occurs solely as a result of **our** negligence or breach of these terms and conditions.

5.6 **You** are responsible for keeping all usernames and passwords secure at all times. If **you** believe **your** security password may have been compromised, please contact us immediately.

5.7 **You** will be allocated an IP address as part of **our** broadband service. This will not belong to **you** and **we** may change it from time to time. **You** cannot sell or agree to transfer the IP address to another person and **your** permission to use an IP address that is allocated to **you** will end when this **contract** ends.

6. Equipment provided as part of the service

6.1 As part of the **service**, **we** will provide **you** with the **customer equipment** as set out in **your order confirmation**. Although **you** are responsible for keeping the **customer equipment** in good working order (subject to fair wear and tear) and for any loss or damage to the **customer equipment** after it has been installed, it will not belong to **you** and must be returned to us within 14 days of the end of the contract. Should **you** fail to return the **customer equipment** in good working order, we will charge **you** a **non-return fee**.

6.2 In the event that the **customer equipment** develops a fault that has not been caused by damage or misuse after installation, **you** should contact **us** and **we** will, at **our** option, repair or replace it without charge. If requested, **you** must return the faulty **customer equipment** to **us** within 14 days. If **you** fail to do so, **you** may be charged unless you can provide proof that **you** have sent it to **us**.

6.3 The **network equipment** will, at all times, remain the property of IX Wireless Limited. **You** are responsible for any wilful or accidental damage caused to the **network equipment**.

7. Resolving any problems with your service

7.1 The **service** is dependent on the operation of third-party networks and the internet in general. As such, **we** cannot guarantee that the **service** will be fault-free, uninterrupted or secure. In addition, the performance and limitations of **your** devices and **your** Wi-Fi network may affect the actual speed that **you** experience when using **our** broadband service.

7.2 Should **you** encounter a problem with the service, please contact **us**. **Our** contact details can be found below and at www.maxfibre.com/contact **We** will endeavour to correct reported or known defects as soon as **we** reasonably can. **You** agree that, if necessary, you will co-operate with **us** and follow any reasonable instructions **we** may give **you** when trying to diagnose or resolve reported faults. If there is a fault with **our** network that materially impacts the **service**, **we** will do our best to resolve it within 48 hours. If **we** are unable to do so, **we** will not charge **you** from the date **you** reported the fault until the **service** is restored.

7.3 **You** understand and agree that **we** have the right to access and monitor the **network equipment** and **customer equipment** for diagnostic and maintenance purposes either remotely or by attending at the **service address**.

7.4 **You** may be charged for repairing a fault at the **service address** if, in **our** reasonable opinion, the fault has been caused by misuse of the **service** (including misuse or damage to the **customer equipment** or **network equipment**) a failure by **you** to comply with these terms and conditions.

7.5 If **you** use **third-party equipment**, in conjunction with the **service** and **our** provision of the **service** is dependent upon that **third-party equipment**, **we** will not be responsible for any failure, delay, degradation or underperformance of the service caused by the **third-party equipment**, except when this is due to **our** negligence.

8. Our responsibility

8.1 In performing **our** obligations under this **contract**, **we** will exercise the standard of care and skill to be reasonably expected of a competent communications provider, providing services of the nature being provided under this **contract**.

8.2 As a communications provider, **we** are regulated by OFCOM and must comply both with OFCOM's General Conditions of Entitlement as well as with any applicable directions issued by OFCOM or other regulatory or legal bodies, insofar as they are applicable to the services.

8.3 Our **service** is intended for domestic and private use not for business and **we** have contracted with you as a consumer, not as a business. Should **you** use the service for any commercial or business purpose, **we** will have no liability to **you** for any loss or damage including loss of business, loss of profit, business interruption, anticipated savings or loss of business opportunity.

8.4 **We** are not responsible for the information that passes over **our** network and **we** have no control over the data or information you download or upload to the internet, when using the **service** nor are **we** responsible for any loss or damage to data.

8.5 Where **you** use **third-party devices** in conjunction with the **service(s)**, **we** will not be liable for any failure or delay in **service(s)** caused by or due to problems with **third-party devices**, except to the extent those problems are caused by **our** negligence.

8.6 From time to time, the whole or any part of the **service(s)** may be suspended for routine maintenance work. **We** will give **you** as much notice of such suspension as reasonably possible but **we** will not be liable for any loss suffered by **you** or others as a result of such suspension.

8.7 Whilst **we** will use reasonable endeavours to keep its **service(s)** secure and free of viruses, worms and other hostile code, **we** do not guarantee or promise that this will be the case. **We** reserve the right to suspend the whole or any part of the **service(s)** at any time without notice or compensation, to investigate and take steps to try to stop or prevent any security breach or attack on **our** network or remove any suspected virus, worm or other hostile code.

8.8 The stated performance of **our** broadband **service** (including the download and upload speed) is measured to

the socket or back of the router. Using multiple devices on **your** home network at the same time may affect the quality and/or performance of the **service**. **Our** broadband **service** is subject to **our** **speed guarantee** and (for our Max Home Wi-Fi products only) our **coverage guarantee**. Please refer to www.maxfibre.com/info for further information.

8.9 If **we** breach the terms of this contract or fail to provide the **service** using reasonable skill and care, in accordance with our legal duty of care, **we** will be liable to **you** for damage or loss that is foreseeable at the time **we** entered into this contract, either because it was obvious to **us** both or **we** discussed it.

8.10 **We** do not exclude or limit our liability to **you** in any way where it would be unlawful for us to do so, including liability for fraud or fraudulent misrepresentation or liability for death or personal injury caused by **our** negligence or the negligence of our employees, sub-contractors or agents. Likewise, we do not exclude liability should we breach **your** legal rights in relation to the services, including your right to receive the services supplied with reasonable care and how **we** described them.

9. Changing the contract

9.1 If **you** wish to make a change to the **service** **you** have ordered, just contact **us** and **we** will let you know if it is possible. If the service can be changed, **we** will let you know about any additional charges, when the change can be made and whether there are any additional requirements, for example committing to a new minimum contract period. Once you confirm that you wish to go ahead with the changes, **we** will send **you** an **order confirmation**.

9.2 **We** can make minor technical changes to the **service** or to these terms and conditions that **we** do not consider are to **your** material disadvantage or detriment. Examples of minor changes include;

- making alterations to **the service(s)** **we** consider are necessary to improve the quality of the service(s) or which are beneficial to **our** customers, for example if **we** make new features available as part of the service(s);
- changing these terms and conditions to reflect regulatory changes or improvements **we** make to **our** operations and the way **we** do business with **you**, for example changes to **our** policies and procedures or **our** business practices, or changes made to enhance security or accessibility or for technical reasons
- minor changes or additions that do not affect **you** significantly, which improve, correct, update or harmonise **our** terms and conditions.

9.3 However, if **we** make changes that are to **your** material disadvantage or detriment, **we** will notify you in writing beforehand and **you** will have the right to end **your contract** before the changes take place. In particular if **we** give **you** notice of **our** intention to:

- increase the monthly recurring charges;
- increase any other charges **you** are required to pay and the proposed change is to **your** material disadvantage;
- make changes to these terms and conditions that are likely to materially disadvantage **you**;
- make any changes to the **service** which are likely to materially disadvantage **you**.

You may end **your contract** by giving us 30 days' notice. **You** Will not have to pay an **early termination charge**.

10. Ending the contract

10.1 Your **contract** is for the **minimum contract period**, which is set out in your **order confirmation**. At the end of the **minimum contract period** the **contract** will continue until it is ended by **you** giving **us** not less than 30 days' prior notice. **You** can still end the **contract** during the **minimum contract period** but if **you** do so after the cooling-off period has ended (see section 2 above), **you** will have to pay an **early termination charge**, which is based on the number of months remaining of the **minimum contract period**. Please refer to **our price** list for details of how the **early termination charge** is calculated.

10.2 **You** may end this **contract** without having to pay an **early termination charge** if there is a permanent loss of service.

10.3 **We** may end this **contract** or suspend the **service(s)** if:

(a) **you** fail to pay the **charges** by the date on which they are due for payment;

(b) the **service** is used in a way that breaches **our acceptable use policy**;

(c) **we** believe that **you** or someone else at the **service address** has committed or may commit a fraud either against **us** or any other person or organisation;

(d) **we** believe that **you** have provided **us** with misleading, inaccurate or false information, for the purposes of obtaining or continuing the use of the services;

(e) **you** or anyone **you** authorise to communicate with **us** on **your** behalf acts towards **our** staff or agents in a way **we** consider to be inappropriate;

(f) **we** are required to comply with any applicable law or regulation or **we** are ordered, instructed or requested to do so by a competent authority, including but not limited to Government or the Emergency Services;

(g) **you** breach this **contract** in a serious and non-minor way;

(h) **we** are unable to provide the **services** because we no longer have the necessary licenses or permissions to do so

or **we** determine that the **service address** can no longer be connected **our** network.

10.4 If **we** end your contract for any of the reasons given in sections

10.3 (a) to (g), you will have to pay an **early termination charge** if the contract is ended by **us** during the **contract minimum period**.

11. Moving home

11.1 If **you** are moving home, please contact **us** at least 30 days before the date **you** plan to move, so **we** can advise you whether or not the **service** can be provided to **your** new address.

11.2 If **you** are moving home to an address that is not covered by our network, **you** may terminate **your contract** by giving **us** at least 30 days' prior notice. No **early terminations charges** will apply.

11.3 If **you** are moving to an address to which **we** can provide the **service**, **you** can transfer the **service to your** new address by giving **us** not less than 30 days' prior notice. A **home move fee** will apply if **you** move home within the first 12 months of the **minimum contract period** (or within the first 8 months if **your minimum contract period** is 12 months). The **home move fee** is payable when you ask **us** to transfer the **service** to **your** new home.

11.4 If **we** are able to provide the **service** to **your** new address but **you** choose not to transfer the **service**, **you** can terminate **your contract** by giving us not less than 30 days' prior notice. If **you** terminate during the **minimum contract period**, an **early termination charge** may be payable (see section 10).

11.5 If **you** wish to change the **service** when **you** move home, **you** may also need to enter into a new contract with a new minimum contract period.

12. Returning customer equipment at the end of the contract

12.1 At the end of the **contract**, **you** must return, at **your** cost, all the **customer equipment** provided to **you** as part of the **service**. If **you** fail to do so, or the customer equipment is damaged or parts are missing, **you** will be charged either the **non-return fee** for each item of **customer equipment** or the cost of repairing any damaged equipment or replacing any missing parts, if possible.

12.2 **You** agree that the **network equipment** can be left at the **service address** at the end of the **contract**, but that **we** reserve the right to remove the **fibre cable**. **You** agree that **you** will give access to the **service address** for that purpose and that **we** will not be required to make good.

13. Privacy and data protection

13.1 The ways in which **we** collect, use and keep secure **your** personal information and **your** rights, in relation to **your** personal information and how to exercise them, are set out in **our privacy policy**, which is available for you to read on **our website**.

13.2 **We** may monitor and record telephone conversations that **we** have with **you** for compliance, auditing and training purposes.

14. Other important terms and conditions

14.1 If **you** wish to transfer **your contract** to someone else, **you** will need **our** written agreement before doing so.

14.2 **We** may transfer **our** rights and obligations under **your contract** to another company or organisation. If **we** do, **we** will notify **you** in writing. Any transfer will not affect **your** rights under the **contract**.

14.3 This contract is between **you** and **us**. Unless these terms and conditions say otherwise, no one else has any rights to enforce the terms of this **contract**.

14.4 If **we** delay in enforcing any right that **we** have against **you** under this **contract**, this will not mean that **we** have waived that right and **we** will still be able to enforce it later.

14.5 Should a court or other regulatory body decide part of **your contract** is not legally enforceable, those parts will be ignored but the rest of the **contract** will remain in full force and effect.

14.6 English law applies to this contract and we may only bring proceedings against each other in the courts of England and Wales.

15. Glossary

The words in the glossary have the special meanings given to them:

“**abortive visit fee**” means the amount specified in the **price list**;

“**ancillary equipment**” means the socket(s) installed inside the **service address** as part of the **service** together with all fibre cables, cable ties and other materials used for making a cable connection between the **fibre cable** and the socket(s), including any mounts or brackets that support the **fibre cable**;

“**acceptable use policy**” means the acceptable use policy at <http://www.maxfibre.com/info>;

“**broadband service**” means the internet access service as detailed in **your order confirmation**;

“**charges**” means the charges payable by **you** for or in connection with the **service(s)** including **recurring charges**,

usage charges, one-off charges;

“**call plan**” means a monthly call plan detailed in your **order confirmation**;

“**contract**” means the agreement between **us**, which is made up of these terms and conditions, the **order confirmation**, any applicable **service terms**, the **price list**, **our privacy policy** and **our acceptable use policy**;

“**coverage guarantee**” means the guarantee that applies to certain **services**, the details of which are at <http://www.maxfibre.com/info>;

“**customer equipment**” means any equipment supplied to **you** by or on behalf of **Max Fibre** for use in connection with the **service** (but excluding **network equipment**) as stated in **your order confirmation**;

“**early termination charge**” means the charge payable by **you** in accordance with these terms and conditions if **your contract** is terminated during the **minimum contract period** as detailed in the **price list**;

“**installation fee**” or “**installation charge**” means the fee or charge for installing the **service** at the **service address** as stated in your **order confirmation** and/or in the **price list**;

“**late payment charge**” means that charge detailed in the **price list** that is payable if **you** fail to pay any **charges** by the due date;

“**minimum contract period**” means the minimum subscription period that applies to the **service(s)** as set out in the **order confirmation** and/or **price list**;

“**my account**” means the secure part of the **website** that allows **you** to log in and securely access **your** bills, monitor usage of the **service** and update certain information;

“**network equipment**” means the fibre cable and the **ancillary equipment**;

“**one-off charge**” means a charge that by its nature, is not recurring, for example an **installation fee** or a **late payment fee**;

“**order confirmation**” means the communication (e-mail or letter) sent to **you** by **Max Fibre**, confirming **your** order;

“**payment charges**” means charges that are payable for making payment of **charges** other than by Direct Debit;

“**postboard**” means the postboard at <http://www.maxfibre.com/info>;

“**price list**” means the **Max Fibre** price list, from time to time in force, as posted on the **website**;

“**privacy policy**” means the privacy policy at <http://www.maxfibre.com/info>;



“**recurring charges**” means the monthly **charges** payable by **you** in advance for the **service(s)** e.g. **your broadband service** or **call plan**, as detailed in **your order confirmation**;

“**re-connection fee**” means the amount specified in the **price list** from time to time in force;

“**registered email address**” means the email address that **you** provided to **us** when **you** signed up for the **services** as stated in the **order confirmation**;

“**service**” means the **broadband service**, **voice service** and or other services stated in your **order confirmation**;

“**service address**” means the residential address at which **Max Fibre** agrees to provide the **service(s)** to **you** as set out in the **order confirmation**;

“**speed guarantee**” means the speed guarantee applicable to **your broadband service** as detailed at www.maxfibre.com/info;

“**start date**” means the date when the **service(s)** is/are first made available for **you** to use;

“**fibre cable**” means the cable connected/fitted to the exterior of the **service address** that establishes

a direct connection to **our** network;

“**telecom provider**” means **Max Fibre’s** provider(s) of elements of the **service(s)**;

“**third party equipment**” means any equipment, including but not limited to telephones, handsets, modems and routers, not supplied to **you** by **Max Fibre** as part of the **service(s)**;

“**voice service**” means the voice service that enables you to make and receive voice calls using our **broadband service**;

“**voice service terms**” means the additional terms and conditions that apply to **our voice service** that can be found at www.maxfibre.com/info;

“**website**” means the Max Fibre website at www.maxfibre.com;

“**us,**” “**our**” “**Max Fibre**” means Max Fibre Limited and “**you**” and “**your**” means the person whose name and contact details are set out in the **order confirmation you** provided to us when **you** signed up for the **service(s)**.