



The 4th Utility Customer Terms and Conditions of Service

The following document is The 4th Utility's Terms and Conditions of Service for our Full Fibre optic Gigabit broadband services and GPON network installation services. Please take the time to read them as they contain important information about the services we're providing you with. If you purchase any of our services, you are agreeing to all the Terms and Conditions set out below and they become part of a legal agreement between The 4th Utility and you.

{{--SECTION 1--}}

1. About Us

Liberatis Limited, trading as "The 4th Utility" ("T4U") is a limited company registered in England and Wales, company number 11010880. Our registered office is c/o Buckle Barton, Sanderson House, Station Road, Horsforth, Leeds LS18 5NT.

T4U are regulated in the UK by OfCOM. T4U are a member of the UK Independent Network Cooperative Association (INCA, www.inca.coop) and voluntarily participate in the ISPA Code of Conduct to ensure industry best standards and the Ombudsman Service for dealing with complaints.

{{-- SECTION 2--}}

2. Terms & Conditions Of Service

2.1 These Customer Terms and Conditions of Service ("Terms") are part of your legally binding Customer Service Agreement ("Agreement") with us. The other documents which are part of this Agreement are listed below in Clause 2.4. The Agreement sets out the Terms and Conditions for the supply of any of the fibre optic Internet Service and any additional services that are selected by you during the order process and any others that may become available from time to time (we refer to all these as "Services").

2.2 The Service we provide you with will be dependent on the packages that are available in the building that is connected to the T4U network. You will be presented with a list of service options that is unique to your building within our online and/or App Order process:

- Residential Full Fibre optic (RFF) Internet access with a choice of download speeds that includes:
 - 100Mbps Full Fibre Broadband - (100-RFF)
 - 200Mbps Full Fibre Broadband - (200-RFF)
 - 300Mbps Full Fibre Broadband - (300-RFF)
 - 500Mbps Full Fibre Broadband - (500-RFF)
 - 600Mbps Full Fibre Broadband - (600-RFF)
 - 700Mbps Full Fibre Broadband - (700-RFF)
 - 1000Mbps Full Fibre Broadband - (1000-RFF)
- Business Full Fibre optic (BFF) Internet access with a choice of download speeds that includes:
 - 100Mbps Full Fibre Broadband - (100-BFF)
 - 200Mbps Full Fibre Broadband - (200-BFF)
 - 300Mbps Full Fibre Broadband - (300-BFF)
 - 500Mbps Full Fibre Broadband - (500-BFF)
 - 600Mbps Full Fibre Broadband - (600-BFF)
 - 700Mbps Full Fibre Broadband - (700-BFF)

- 1000Mbps Full Fibre Broadband - (1000-BFF)
- T4U integrated Fibre ONT-Router all backed by T4U's customer services and technical support
- Any additional Services you want to add to your Agreement

2.3 You can find more details about how these Terms become legally binding on you under Clause 3 - "Placing an Order"

2.4 Your Agreement with us is made up of the following documents and includes any other document we refer to in them.

- These Terms
- Any Order that you make, as set out and confirmed in your Order Confirmation email
- Our other Charges and Fees that are identified at point of order -- <https://the4thutility.co.uk/charges-and-fees>
- Our Privacy Policy -- <https://the4thutility.co.uk/privacy>
- Our Cookie Policy -- <https://the4thutility.co.uk/cookies-policy>
- Our Acceptable Usage Policy -- <https://the4thutility.co.uk/fair-usage>

If any of these documents contradict each other, a document higher up on this list takes priority. However, if there is a difference about costs between these Terms, your Order Confirmation and Our other Charges and Fees that are identified at point of order, then the costs that are listed within your Order Confirmation email should be followed in priority to other Charges and Fees that are identified at point of order, which will 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 email), take priority over these Terms, as far as they differ from or contradict them.

2.5 In these Terms all references to "we", "us" or "our" are references to T4U and all references to "you", "Customer" and "your" are references to you, our Customer.

{{-- SECTION 3--}}

3. Placing An Order

3.1 You can order our Services in the following ways:

- on our Website (by clicking on the package you would like to purchase, selecting your building location and then following the on-screen prompts)
- using the T4U mobile App that is advertised locally in each of the buildings

3.2 If you place an Order as set out in Clause 3.1, this means that you accept these Terms and creates the legally binding Agreement between you and us, incorporating all the documents set out in Clause 2.4 When you place your Order. you become legally bound under the agreement:

1. by ticking the box next to 'I accept the Terms of Service' on our Website or mobile App; and
2. upon receipt of the Order Confirmation email that includes the service description of the Full Fibre service you have chosen and an additional acknowledgement that you have accepted these Terms and Conditions of Service.

3.3 We can only supply our Services to an address that is connected to the T4U network, and where T4U acknowledge that you can receive the T4U Full Fibre service chosen at point of Order. 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 or telephone services you might already have with another provider will not automatically end. This means you may have to continue paying for those previous services unless you contact your current service provider to end the service. If you end the current service, you might have to pay the other provider cancellation or other charges. T4U are not responsible for any of those charges.

3.5 When ordering our Services, you must provide us with a valid email address, which we will register, along with your other Account details. We will always 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 17 ("How we Contact Each Other")). It is your responsibility to keep your email account updated within the "My Account" settings, so that you can regularly

check emails sent to your Registered Email Address and that you keep your Account details up to date (see Clause 12.4 for more details on this). T4U will not be responsible for any costs, delays or interruptions to service that result as a consequence of you not receiving the emails that T4U send to your Registered Email Address.

3.6 By placing an Order, you agree that T4U, or third parties acting on our behalf, may carry out credit checks on you (as described in Clause 16.2 (“Other General Provisions”)) using the information that you provide during the ordering process.

3.7 Once we receive your Order, we will send you an email confirming that we have received and accepted it (an “Order Confirmation”) or we will tell you that we cannot accept it. If this happens, we will not have to explain why we cannot accept your Order or provide you with any Services you requested in your Order. If we do send you an Order Confirmation email, your Order and the Agreement for Services with us becomes legally binding on you and us.

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 is not already an existing T4U Fibre interface there (see Clause 7.1 for details of how to arrange this). If your Home already has a working T4U Fibre interface that we can access, that interface will be used to connect you to our Network. Unless you confirm when you place your Order that you already have a T4U interface or integrated T4U ONT-router, we will send you a new integrated ONT-router. Please see Clause 5.1 for more details on the Equipment we will send you. Once you connect to the T4U Network, we will send you a Service Activation Email and treat this date as your Services Start Date.

3.9 Variation of services. You can upgrade & downgrade the services you take from us at any time without notice through the personalised dashboard we will set-up for you in “My Account”. Your next bill will reflect those changes and your subscription to our services will be updated to reflect the changes

3.10 3.10 Retrofit Building and T4U Full Fibre Broadband Services, If your building has already been built and we are retrofitting our Full Fibre network and equipment, to make it a viable proposition the Government has established the Gigabit Connectivity Voucher Scheme, in which the Government will make a single CAPEX contribution towards T4U’s one-off installation costs for each Customer. The Government department that is responsible for the adjudication of this scheme is the Department for Digital, Culture, Media and Sport (DCMS). Emails will be sent from DCMS with the email domain suffix @culture.gov.uk. It is your responsibility to ensure that these emails are responded to as a matter of urgency and certainly no later than 3 working days after receipt.

Residential customers can see details the details of this residential scheme at: <https://gigabitvoucher.culture.gov.uk/for-residents>

Business customers can see details the details of this residential scheme at: <https://gigabitvoucher.culture.gov.uk/for-businesses/b2/>

For your building and for your T4U Full Fibre connection to qualify for this scheme, we will collect the relevant information that DCMS mandate from residents and businesses to submit to the Government. Once the service has been installed the Government will contact a sample of residents asking them to confirm that the service has commenced and such other questions as they reasonably require. We require that you promptly respond to any such questions from the Government within 3 working days. You will be required to confirm a number of details to DCMS depending on the service you have taken. T4U require you to respond to ALL communications from us and by DCMS as quickly as possible and certainly within a 3 working day period.

Additional details that businesses will be asked to provide may include, but not be restricted to:

1. Limited Company registration number
2. VAT registration number
3. Proof of self-employed status – business bank account details, PAYE tax office details, Unique Tax Reference (UTR) number issued by HMRC
4. Proof of sole trader status - is a Unique Tax Reference (UTR) number issued by HMRC.
5. Letter headed stationary confirming your business address details
6. Internet website URL showing your business address details
7. Your accountant’s contact details

3.11 If, after sending you an Order Confirmation email, we find that we cannot provide you with the Services you requested, we will let you know using the Registered Email Address. Your Agreement will then end and we will refund any Charges you have paid.

{{-- SECTION 4--}}

4. Equipment

4.1 After we send you an Order Confirmation email, we will get things ready to connect you to the T4U service you ordered. When we have done this, we will send you all the Equipment you need or confirm that there is already T4U equipment already installed in your Home. The Equipment may include a T4U integrated ONT-router, booklet, power adaptor and cables which we will send to the address you provided to us when you placed your Order. We will let you know what Equipment we will provide you and whether there will be an Activation Charge for your Services during the ordering process.

4.2 The Equipment, which includes the T4U integrated ONT-router, is leased to you during the contract term and remains T4U property and is to be kept at the address you have confirmed during the order process as your 'Home' address. 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 T4U integrated ONT-router to us, as set out in Clause 8 ("Term of Agreement, Suspension, Restriction and Termination")).

If you use your statutory right to cancel your Agreement with us, as set out in Clause 7 ("Installation and Connection"), we will 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.

4.3 If your T4U integrated ONT-router or any other Equipment we provide to you is faulty, we will repair or replace it. This will be free of charge if the fault was not caused by something which happened while the Equipment was in your care. If this is not the case, we can charge you for this, as described below. You will need to return any faulty Equipment to us at the following address **T4U Returns Team, T4U, Suite 3, Beech House, 1 Cambridge Road, Hale, Cheshire, WA15 9SY**

We will test the returned Equipment to see if it's faulty and, if so, we will 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 listed in the <https://the4thutility.co.uk/charges-and-fees>)

4.4 Except as set out in these Terms under Clause 14; "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.

{{-- SECTION 5--}}

5. Access, Permits and Visiting Your Premises

5.1 You will allow T4U or any agent appointed by us, to install, keep and use GPON and other networking equipment at your Home. You agree that we and any agent working for us can arrange entry to your Home to:

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

5.2 We will cause as little disturbance as we reasonably can when carrying out any work at your Home. We will repair, to

your reasonable satisfaction, any damage that we, or people working for us, may cause at your Home.

5.3 You will follow any reasonable instructions we give you and not prevent reasonable access to your Home if we need to.

5.4 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.

5.5 You understand that you are providing us with and will also get from anyone else necessary, 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. We do NOT have to install or provide our Services until we have all the consents and permissions we need. If you cannot provide us with these then we can choose to end your Agreement with us. If this happens, we will refund any Activation Charge you've paid but you will still have to compensate us for any reasonable costs that T4U have incurred before the Agreement ended.

5.6 You will not do anything, or allow anything to be done, at your Home that may damage or interfere with any T4u supplied Equipment or other networking or other equipment or prevent the use of or easy access to it. If any such networking or other equipment is damaged other than through fair wear and tear, we can charge you for it to be repaired or replaced.

5.7 You confirm at point of Order that you are:

- the current occupier of the Home in a building that has already been connected to the T4U network

or

- either the freeholder of the Home or a tenant under a lease with legally binding permission from the freeholder to install the Equipment there.

5.8 We cannot normally be made to remove installed networking or other equipment if you end the Agreement or move from your Home. All networking or other equipment that we supply to you including the T4U integrated ONT-router remains our property and you will not 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 networking or other equipment remaining in place at your Home UNLESS these Terms require you to return any of it to us. If the networking or other equipment 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). We will let you know the amount you will be charged if and when that happens.

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

{ {-- SECTION 7--} }

7. Installation and Connection

7.1 If there is already a working T4U interface in your Home that we can access, we will use that interface to connect you to the T4U Network. There will be no need for a T4U 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 T4U interface and/or T4U integrated ONT-router in your Home when you place your Order, then a T4U appointed 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. We will need to agree this installation in writing with you before the engineer comes. Our standard Full Fibre interface installation means our socket will be within 2 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 T4U socket, you will need to pay the Bespoke Installation Fee (as described in our Charges and Fees description). Our engineer will discuss this with you, including pricing prior to carrying out such work. These fees will be sent to you via email. Unless you respond and confirm that you do NOT accept these fees using your Registered Email address, you will be held responsible to pay these charges prior to any works being carried out. You agree to help and cooperate with us as reasonably required to connect you to our Services.

7.2 As part of the Service, you will be given a dynamic IP address which is free of charge. This IP address will be re-assigned to T4U, or to another T4U customer, if your Internet Service is disconnected or ended for any reason. If you want a static IP address, and there is one available, we may be able to offer you one, though you will have to pay an additional monthly charge (as described in our Charges and Fees description).

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 and limitations of the devices you use to connect to the Service and the Equipment (including the T4U integrated ONT-router) whether provided by us or not. Your Internet Service speed will be fastest if you use a CAT6 Ethernet cable (rated to 1Gbps) to connect directly to your T4U router. Using the T4U router means that you can also connect your devices to our Services wirelessly using WiFi. This makes it easier to access our Services across your devices but will mean a slower Service speed compared to an Ethernet cable, due to the speed limitations of 802.11 a/b/g/n WiFi technology and the type of WiFi adapter that you might have installed within your PC, laptop, tablet, mobile phone, SMART TV, or any other WiFi enabled device. You accept that we cannot guarantee you will 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 will 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” and it is normally 12 months from Service Activation. During your Minimum Period, you cannot transfer to a new Internet Services package with a shorter Minimum Period.

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:

1. 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 pay before we connect you but you haven’t paid these on time,
2. if we cannot provide the Services to your Home by the expected connection date for any reason; or
3. if you’ve misused our Services before and have had your Services cancelled by T4U

We will not 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 will refund any Charges you’ve paid.

7.6 You have the right as a consumer to change your mind about purchasing our Services and cancel the Agreement within the “Cooling-off Period” set by law. This is a 14 day period, starting on the day after we send you our Order Confirmation. You can do this by telling Customer Services about your decision to cancel. You will not 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 email or letter) to start work on your Order within the Cooling-off Period, but then cancel your Agreement before the Cooling-off Period has ended, you will have to pay us an Order Cancellation Fee that may include any installation and Equipment costs we have incurred in provisioning your Order. If you do cancel the Agreement within the Cooling-off Period, you must send back to us any Equipment which we have sent you, unused and unopened, to the address set out in Clause 8.12 (“Term of Agreement, Suspension, Restriction and Termination”), within 5 days after the day you cancel your Order – if you don’t, you will have to pay us the full cost for this Equipment in addition to your Order Cancellation Fee. Where we have 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 at your cost.

7.7 If you’d like to use your own router or Ethernet cable to connect to our Services instead of the Equipment we supply, you can ask Customer Support to help you check if your own equipment is suitable.

7.8 If your Services are disconnected or suspended for any reason, and you then request to reconnect to our Services, we will charge you a Re-activation Fee of £30 or such other fee as set out in our Charges and Fees

{ {-- SECTION 8--} }

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 the T4U Network and we send you the Service Activation Email. The Minimum Period in relation to your Services starts from your Services Start Date. You can

only end your Agreement for the Installation-only Service by cancelling it within the 14 day Cooling-off Period.

8.2 You can end your Service(s) at any time during your Minimum Period if you pay a Service Termination Fee. The amount of this Service Termination Fee depends on how much is left of your Minimum Period multiplied by the monthly rental.

Customer Support will let you know how much your Service Termination Fee will be. Your Service(s) will end 30 days after we receive your request to end them as long as we have received your Service Termination Fee before then.

8.3 After your Minimum Period, you can end your Service(s) at any time without paying any Service Termination Fee, if you let us know you wish to do this by contacting us. Your Service(s) will end 30 days after we receive your request to end them

8.4 Your Service(s) and/or Additional Services will end 30 days after we receive your request to end them. Be aware that if you cancel your Service and it's part of a bundled package offer, 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:

- 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 will let you know by email to your Registered Email Address before we do this);
- You misuse any of our Services (see Acceptable Usage Policy)
- 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;
- You fail to respond to any email communications from T4U or from any government agency asking you to confirm details relevant to your use of the Services or to T4U applying for DCMS Gigabit Connectivity Vouchers to contribute towards the CAPEX cost of connecting T4U's Full Fibre network to your Home or Business address
- 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);
- 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;
- We are no longer allowed to connect, maintain, change or replace the Equipment;
- 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
- 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, legal, technical or operational reasons.

8.6 For your and our protection we can suspend the Services if the Internet bandwidth usage has increased so much that we think the Services aren't being used in a similar way to your previous use. We will try to contact you before suspending the Services but will not accept any responsibility for any loss you suffer from the suspension. We will not provide the Services again until we're satisfied that you know of the increased use and that you will pay any increased Charges to upgrade your service bandwidth to the most appropriate tier.

8.7 Either you or we can end the Agreement by giving 30 days' written notice (via email or letter) to the other:

1. if one of us seriously breaks the Agreement and doesn't put it right within the 30 days' written notice
2. if something outside our reasonable control, prevents us from providing the Services for a continuous period of more than 30 days
3. the other cannot pay its debts or becomes insolvent or bankrupt

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 will 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 you will still have to pay all the Charges for your Services, as if you still had them.

8.10 If we end your Services then unless we do this for no reason, you will still have to pay the Charges for your Services, as if you still had them, for another 30 days after we end them.

8.11 If the Agreement ends for any reason, you must return the T4U Equipment to us at the following address:

Returns Team, Suite 3, Beech House, 1 Cambridge Road, Hale, Cheshire, WA15 9SY;

You're responsible for ensuring that the T4U Equipment and integrated ONT-router is adequately packaged and insured during transit so that it reaches 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 due to the way in which has been packaged and posted, we can charge you the full replacement value using your usual method of payment (normally direct debit). Please ask us to confirm the insurance valuation you need to cover when using a courier to return our Equipment.

{{-- SECTION 9--}}

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 Confirmation of order email 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 will collect all Charges in advance for the period ahead.

9.2 Our Charges may include the following fees and charges:

1. Activation Charge – This is a one-off Charge for connecting to our Services, charged in your first bill
2. Installation Fee – This is a one-off Charge (i) charged in your first bill for installation of our Services at your Home where no T4U socket already exists, in a suitable location of our choice (called the Standard Fee)
3. Bespoke Fee - For installing or extending a T4U socket at your Home in or to your choice of location, as agreed with our on-site engineer
4. Order Cancellation Fee - One-off Charge, paid on demand if you ask us to provision your Order during the 14-day Cooling-off Period (at which time you will also and have accepted responsibility to pay us an Order Cancellation Fee if one applies to you) and then cancel your Order within that same Cooling-off Period. The Order Cancellation Fee will include any Charges incurred by you during the Cooling-off Period and may also include any installation and/or Equipment costs incurred by us in provisioning your Order before you cancelled it
5. Payment Return Fee - You must pay a Payment Return Fee of £20 every time your direct debit payment bounces or fails for any reason.
6. Package Charge – You pay this Charge every month in advance, for us providing you with your Internet Service and any Additional Service.
7. Re-activation Fee – This is a £30 one-off Charge, which you must pay if we ask, to re-activate your Services after they've been ended or suspended.
8. 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. Exact costs will vary but will always be confirmed in email to the Registered Email address on Your Account
9. Service Termination Fee – This is a one-off Charge, which you must pay if we ask, if you cancel your Services before the end of the Minimum Period. We will calculate this based on the time you still have left of your Minimum Period multiplied by the monthly package fees.

9.3 There are no charges for any Services provided by our Customer Support.

9.4 Unless you have agreed with us otherwise, you can only pay us by direct debit, except to pay for an Installation-only Service or any of the other non-recurring charges described in Clause 9.2. For these, you can use an approved debit or credit card. When you place your Order for our Services you will need to give your bank account details and sign an agreement to pay our bills by direct debit.

9.5 All bills will be issued and held in your online Account. You will need your username or your Registered Email Address, as well as your password to view these.

9.6 If you genuinely think that we have made a mistake with the Charges on your bill, you must tell us no later than 7 days after you receive the invoice or payment advice. You must pay the amount that you agree you owe us. We will not suspend or end your Services while we look into the matter.

9.7 Other than as described in Clause 9.6, where there may be a mistake with the Charges, you must pay us all sums you owe us in full, unless there is a separate legal right not to.

9.8 We can charge you daily interest (at 5% per month above Natwest Bank'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).

9.9 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. You will be responsible for the full costs we incur in collecting this amount. We will write to you at your Registered Email Address to tell you before we start to do this.

9.10 You will have to pay VAT on our Services.

{{-- SECTION 10--}}

10. Service Interruptions

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

- interrupt all or part of the Services. If we do so, we will try to restore the Services as quickly as we can;
- change network equipment or service parameters in your building to allow for additional customers to be connected to the T4U network. 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 will try to let you know before we make any such change or suspension, if it significantly affects your Services.

10.2 We will do everything we reasonably can to reduce the effect on you of any disruptions to our Services but we cannot guarantee a fault-free Service at all times. For more details about where we accept responsibility for losses and costs to you, read Clause 14 ("T4U's Liability to you and Limitations on T4U's Liability").

10.3 We have set out what you have to do under your Agreement with us in Clause 12 ("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 will let you know by email to your Registered Email Address)

10.4 We're not responsible to you for disruptions caused by anything beyond our reasonable control (see Clause 15 ("Matters Beyond our Reasonable Control")).

{{-- SECTION 11--}}

11. Moving Home

11.1 Please contact Customer Support if you're planning a move and we will 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 and connected to the T4U Network at the time you move. If we do provide our Services to you at your new Home, we will usually treat you as a new Customer. This means you will 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. 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 a Service Termination Fee for ending the Services at your previous home. You can get more information on the Charges you will have to pay if we are able to provide our Services at your new home, during the ordering process.

11.2 11.2 If we cannot 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 will have to pay a Service 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 Charges and Fees).

If you don't have a Minimum Period (or your Minimum Period has ended) you can cancel your Agreement by giving us 30 days written notice online or via email to the Customer Support team: support @the4thutility.co.uk

{{-- SECTION 12--}}

12 Moving Home

12.1 You agree to do the following things at all times:

1. 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;
2. 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;
3. give us complete and correct information (especially during the ordering process) and make sure this information is always kept up to date and correct;
4. 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;
5. 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;
6. 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;
7. fully keep to your Agreement with us and any reasonable instructions we give you;
8. 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);
9. not to use Residential Full Fibre Services for any commercial or business use (except for Home Working);
10. 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
11. 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

12.2 12.2 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.

12.3 We may record marketing calls and calls to Customer Support. We do this for training purposes, to help prevent identity fraud and to improve the quality of our customer services.

12.4 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 and update the details in Your Account.

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

{{-- SECTION 14--}}

14. Our Liability To You And The Limits On Our Liability

14.1 Where we carry out any obligations under the Agreement, we will 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.

14.2 Nothing herein shall limit either Party's liability for death or personal injury resulting from its own negligence or that of its employees, agents or contractors while acting in the course of their employment. We also accept responsibility for fraud, fraudulent statements or any other liability that the law doesn't let us exclude or limit.

14.3 The provision of Services under this Agreement is supplied in accordance with the Service Level Agreement and T4U's sole obligations and liabilities in respect of that provision are as stated in this Agreement and all other innocent or negligent representations (but not fraudulent), conditions, warranties and terms express or implied whether by statute, law or otherwise (including without limitation those relating to the merchantability and fitness for purpose) are hereby excluded to the fullest extent permitted by law.

14.4 Nothing in this Agreement shall limit or exclude the liability of T4U or the Customer for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

14.5 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

14.6 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:

1. losses to you from you breaking your Agreement with us
2. losses caused by you using a Service in a way that breaks the Agreement
3. 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
4. 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
5. losses of income or revenue
6. commercial or business loss or loss of opportunity, loss of profit, loss of goodwill, loss of contract or wasted management or office time
7. losses of savings you were expecting to make
8. losses or damage caused by malware or the unauthorised use of a Service on any of your devices

9. losses of, the corruption of, or the release of, data (including personal data), information or software
10. 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
11. losses or damage from you using equipment that we haven't supplied
12. the cost to you of getting substitute goods or services
13. losses which we couldn't reasonably have expected or which we couldn't have considered when we entered the Agreement or which are not directly caused by us, our Services or our Equipment or are indirect or consequential 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 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 cannot make claims based on them

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 will 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 (1) to (13) of this Clause 14.6.

If you do have a genuine, proven claim against under this Clause 14.6, then except in relation in property damage as set out in (a) of this Clause 14.6 (9), we will 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.

14.7 Except as set out in Clauses 14.1 to 14.6 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.

14.8 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/

14.9 We will not 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 14 will still apply)

14.10 If the Services or Equipment fail, and you divert your phone or Internet to another communications provider, we will not be responsible for the cost to you of doing this.

14.11 Each provision of this Clause 14 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.

14.12 You may have rights under the law which the terms of your Agreement with us cannot 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 T4U, you may also have rights as a “consumer” (though this will not 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.

14.13 You must always try your best to reduce any losses, damage or costs you may incur.

14.14 This clause 17 shall survive termination of this Agreement.

{ {-- SECTION 15--} }

15. FORCE MAJEUR - MATTERS BEYOND OUR REASONABLE CONTROL

15.1 Sometimes we may not be able to do what we have agreed because of things beyond our reasonable control. Neither Party (for the purpose of this clause, the “Affected Party”) shall be liable for any failure to perform its obligations hereunder caused by an act of God, insurrection or civil disorder, terrorism, war or military operations, national or local emergency, acts or omissions of government, highway authority, industrial disputes of any kind (not involving employees

of that Affected Party or of sub-contractors working for that Affected Party pursuant to this Agreement), fire, lightning, explosion, subsidence, inclement weather, insolvency of a supplier, acts or omissions of persons or bodies for whom the Affected Party is not responsible (which shall include, but not be limited to, third party communication suppliers to T4U) or any other cause whether similar or dissimilar outside the reasonable control of that Affected Party PROVIDED THAT, in such circumstances the Affected Party can demonstrate that it has taken all reasonable steps to continue to perform its obligations under this Agreement.

15.2 The Affected Party shall promptly notify the other of the estimated extent and duration of such inability to perform its obligations (for the purposes of this Clause 15, a “Force Majeure Notification”).

15.3 Upon cessation of the delay or failure resulting from the event of Force Majeure the Affected Party shall notify the other of such cessation.

15.4 If, as a result of the event of Force Majeure, the performance of the Affected Party’s obligations under this Agreement is only partially affected, such Affected Party shall, subject to the provisions of Clause 15.5, nevertheless remain liable for the performance of those obligations not affected by the event of Force Majeure.

15.5 In the case of an Affected Party making a Force Majeure Notification then:-

15.5.1 If the delay or failure caused by the event of Force Majeure lasts for a continuous period of three (3) months or less from the date of the Force Majeure Notification (whether or not notice of cessation has been given pursuant to Clause 15.3) any obligation outstanding shall be fulfilled by the Affected Party as soon as reasonably possible after the event of Force Majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party; or

15.5.2 If the delay or failure caused by the event of Force Majeure lasts for more than three (3) months from the date of the Force Majeure Notification and notice of cessation has not been given pursuant to Clause 15.3 and such event of Force Majeure prevents the Affected Party from performing such Affected Party’s obligations in whole or in part during that period, the other Party shall be entitled (but not obliged) to terminate this Agreement by giving not less than thirty (30) days’ written notice to the Affected Party on expiry of the said three (3) months period PROVIDED THAT such notice shall be deemed not to have been given in the event that notice of cessation of the event of Force Majeure given pursuant to Clause 15.3 is received by the other Party prior to the expiry of the thirty (30) days’ notice.

15.6 If this Agreement is not terminated in accordance with the provisions of Clause 15.5.2 then any obligations outstanding shall be fulfilled by the Affected Party as soon as reasonably possible after the event of Force Majeure has ended, save to the extent that such fulfilment is no longer possible or is not required by the other Party.

15.7 Irrespective of the occurrence of any Force Majeure event, the Customer shall continue to pay all Charges due under this Agreement unless and until such time as this Agreement is terminated pursuant to Clause 15.5.2

{{-- SECTION 16--}}

15. Other General Provisions

16.1 The Agreement for our Services is only between you and us. You cannot 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 will 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.

16.2 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 Experian and Equifax or with fraud prevention agencies. Whenever we have information about you, we will 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 have 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 will deal with your information in our Privacy and Cookie Policy.

16.3 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.

16.4 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

16.5 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.

16.6 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.

16.7 T4U shall be entitled to amend these standard terms and conditions and/or the Miscellaneous Charges (and the Agreement shall be amended accordingly) by giving not less than 30 Days written notice to the Customer. If the relevant amendment is not required by law and materially affects the Internet Services the Customer shall have the right to terminate this Agreement by serving on T4U not less than 14 days written notice to terminate this Agreement, provided that such notice is served within the period of 14 days commencing on the date T4U notifies the Customer of the relevant amendment.

16.8 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

{{-- SECTION 17--}}

17. How We Contact Each Other

17.1 You may contact us in any of these ways:

- online, via the "My Account" section of the Website, by raising a "ticket";
- by emailing Customer Support at: support@the4thutility.co.uk
- by phoning Customer Support on: ;

If there is anything you need to tell us that's important, you should email us at the address in 17.1(2), even if you've also told us about it another way. If you want to end your Service(s), you should let Customer Support know by email, phone, raising a "ticket" through the "My Account" section on the website or APP or live webchat (as set out in Clause 8).

17.2 We will always contact you using your Registered Email Address and it is your responsibility to ensure that the correct email address is always up to date and that any email sent from the email domain @the4thutility.co.uk is added as a trusted sender by your email provider. In exceptional circumstances T4U may also write to you at your billing address, or phone you on your mobile or fixed phone number.

{{-- SECTION 17--}}

18. Complaints

You may need to contact us if you're having a problem with us or our Services. Our Complaint Procedure details how you can do this and what response you should expect.

If you wish to make a complaint, please send an email to support@the4thutility.co.uk This will allow us to deal with your complaint promptly. You may also call us on the number set out in this Clause 18 below. However, we will always need information about your complaint to be made in writing, so we can investigate properly.

We will try our best to sort out any complaint or dispute you have. If we cannot, 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 the core base of our customers. It's completely independent from us and will be free for you to use.

We follow the "ISPA" voluntary Code of Practice. One of these rules is that we have an ADR Service in place for customers like you. You can find these and other rules at www.ispa.org.uk/about-us/ispa-code-of-practice.

If you're reporting any illegal or unacceptable use of our services, please email: support@the4thutility.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 on:

Email: support@the4thutility.co.uk

Customer Support: 0808 1644 514

You can find more information about Ombudsman Services in our Complaints Code of Practice. Alternatively, you can ask us to send a copy of this to you.

{{-- SECTION 19--}}

19. Jurisdiction And Applicable Law

19.1 Your Agreement with us is made under English and Welsh law. If a dispute or claim arises that we cannot 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.

{{-- SECTION 20--}}

20. Changes To Our Charges, These Terms And/Or The Service

20.1 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:

1. 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);
2. 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);
3. to make technical changes to our Network and/or the technology we use (which could improve our Services);
4. to change how we structure our Charges (which could be a change to what a Charge includes);
5. to make your Agreement with us clearer or easier for you to understand;

6. if we have changed the way we manage our business and/or the cost of running it increases;
7. because the cost to us of providing the Services has increased (for example, the businesses we buy from increase their prices);
8. to reflect a change to a law, code of practice, regulation, guidance or responsibility that applies to us;
9. any another reason not listed here that we cannot predict right now.

20.2 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:

- we will tell you (always by email to your Registered Email Address) at least 30 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 will not be able to end your Services without charge, and if we cannot give you 30 days' notice of these changes, we will give you as much notice as possible;
- depending on the change, you may then be able to end the Service affected by it or your Agreement with us (we will 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 14 days after the email we send you about the change as per Clause 16.7;
- 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

20.3 If we make any other changes to your Agreement with us, we will 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).

20.4 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.

{{-- SECTION 21--}}

21. Date

These Terms are effective from 01 January 2020

{{-- SECTION 22--}}

22. Definition of the words used in these terms

These Terms are effective from 01 January 2020

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

“Act” means the Telecommunications Act 1984 as amended by the Communications Act 2003

“Acceptable Use Policy” means the policy of that name made available to the Customer and published by T4U from time to time and applicable to the use of the Internet Services the current policy of which is attached at Acceptable use 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 Account” section of our Website (www.the4thutility.co.uk) You can also ask about your Account if you contact Customer Support.

“Activation Charge” means the activation charge as set out in our Charges and Fees section on the Website

“ADR Service” means an alternative dispute resolution service as described in Clause 18 (“Complaints”).

“Additional Equipment” means any equipment you might purchase from a supplier other than us (whether not this

supplier is recommended by us).

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

“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, regulation, 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.

“Bandwidth” describes the maximum data transfer rate of a network or Internet connection. It measures how much data can be sent over a specific connection in a given amount of time. For example, a gigabit Ethernet connection has a bandwidth of 1,000 Mbps. Bandwidth can be delivered as either an asymmetric or symmetric service. A symmetrical connection is just as it sounds; a connection with equal download/upload speeds. An asymmetrical connection, on the other hand, does NOT have equal download/upload speeds. For example, 200/50 means 200 Mbps download and 50 Mbps upload speeds.

“Business Full Fibre or BFF” means the end-to-end full fibre (FTTP) GPON delivered Internet connectivity communication services supplied to the Customer at an agreed bandwidth that will allow the Customer to pass Internet IP packets over the service to and from the public Internet. BFF services are available to ALL businesses that are located within a T4U connected building. BFF services are treated differently than Residential Full Fibre services. Business users should identify themselves at point of order and will be asked to provide additional details to confirm the type of business they are. These additional details may include, but not be restricted to:

1. Limited Company registration number
2. VAT registration number
3. Your accountant’s contact details
4. Proof of self-employed status – business bank account details, PAYE tax office details, Unique Tax Reference (UTR) number issued by HMRC
5. Proof of sole trader status - is a Unique Tax Reference (UTR) number issued by HMRC.
6. Letter headed stationary confirming your business address details
7. Internet website URL showing your business address details

“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 Charges and Fees section on the Website

“Complaints Code of Practice” means our Complaints Procedure;

“Confirmation of Service email” means an email from us, after you’ve placed an Order for our Services, confirming that we have accepted your Order that details the service you have ordered, any user credentials required to connect to the service and your acknowledgment and acceptance of these Terms.

“Cooling-off Period” means the period of 14 days, starting on the day after we send you our Order Confirmation.

“Customer” means you, our customer.

“Customer Support” means our customer support team (see Clause 17 (“How We Contact Each Other”).

“Customer Support Centre” means the online customer support centre, which Customers can access via their Account on our Website.

“Data Controller” has the same meaning given to the term in the DPA.

“Data Processor” has the same meaning given to the term in the DPA.

“Data Protection Legislation” means the DPA, the EU Data Protection Directive 95 /46/EC, the Regulation of

Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and GDPR regulations relating to processing of personal data and privacy from time to time.

“Equipment” means any telecommunications or other equipment (including the T4U integrated ONT-router, cables and accessories, fibre optic faceplate, media converter and cabling) 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.

“FTTP” means Fiber To The Premises (FTTP) is a fiber optic cable delivery medium that provides Internet access directly to a user or groups of users from an Internet service provider (ISP).

FTTP runs at Gigabit per second (Gbps) fast speeds compared to Virgin’s hybrid-coaxial cable service (DOCSIS 3.0) that provides a service at speeds lower than Gbps or BT’s Fibre to the Cabinet (FTTC) part-fiber part-copper connections that can only deliver speeds lower than 90Mbps. FTTP uses fiber optic cables to create a communication delivery style using a passive optical distribution network that links the customer premises to centrally located active GPON head-end network equipment that connects each of the customers to T4U’s Internet network services platform.

“GDPR” means The General Data Protection Regulation 2016/679 is a regulation in EU law on data protection and privacy in the European Union and the European Economic Area. It also addresses the transfer of personal data outside the EU and EEA areas. Effective 25 May 2018.

“GPON” means Gigabyte Passive Optical Networks. These GPON networks rely on fiber optical cables to deliver information. GPON’s are currently the leading form of Passive Optical Networks. This is how T4U deliver the end-to-end full fibre service to our customers.

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

“Home Working” means:

1. you are using our Services at Home for business purposes while working away from your usual place of work
2. 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 Charges and Fees section and in Clause 9 of these Terms.

“Internet Service” means access to our “always on” full fibre Internet service, which includes the features of the package you chose. This could be any of our 100-200-300-500-600-700Mbps or 1 Gbps Full Fibre Broadband packages, which can be provisioned with either as an asymmetric or symmetric Internet access service. All packages are available to residential or business customers, whether for a minimum 12 month contract period or with a Monthly Rolling Package, 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 (always 12 months unless otherwise stated on your Order Confirmation email) 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 Confirmation of Service email. If you end the Services before this Minimum Period finishes, you will have to pay a Service Termination Fee (which is charged as set out in our Charges and Fees section 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 will not affect you if you’ve already received your Order Confirmation for that Service.

“Network” means the FTTP and GPON network T4U use to provide our Services to you.

“Order” means the order you make and/or send us for the supply of our Internet Services and/or any Additional Services.

This is an electronic order form that a Customer fills in either using www.the4thutility.co.uk website or our Mobile App, acknowledging these Terms and is then submitted to create a legally binding Agreement.

“Order Confirmation email” means the email that T4U sends to your Registered Email address to confirm the services that you have selected during the order process are available in the Home or Business address you have provided are available. This email will confirm either the service connection or installation date, the service chosen, details about any existing or required equipment, the minimum contract term and the details required for you to access the services, including username and password details. This email will also acknowledge that you have accepted these Terms and Conditions of T4U’s Services and that you have agreed to enter into a legally binding Agreement.

“Order Cancellation Fee” means the one-off fee, paid on demand if you ask us to provision your Order during the 14-day Cooling-off Period (at which time you will also have accepted responsibility to pay us any Order Cancellation Fee if one applies to you) and then cancel your Order within that same Cooling-off Period (see Clause 7.7). The Order Cancellation Fee will include any charges incurred by you during the Cooling-off Period and may also include any installation and/or Equipment costs incurred by us in provisioning your Order (as set out in Clause 7.7) before you cancelled it.

“Package Charge” means the charge you pay every month, in advance (for the period ahead), for us providing you with your Internet Service and/or Additional Service package, as set out in your Confirmation of Service email.

“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 Charges and Fees section

“Registered Email Address” means the email address that you’ve registered with us as part of your Account information (as described in Clause 12.4 (“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 our Charges and Fees section

“Service Activation Email” means an email sent from T4U, after we have completed your Order confirming that we have activated your Services and this will be the date from which you will be required to pay the Charges for the Service.

“Services” means our Internet and any other 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 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”).

“Service 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 our Charges and Fees section

“Static IP Address Fee” means the fee you pay monthly in advance (for the period ahead), if you ask for, and we give you, a static IP address. Details of this fee are set out in our Charges and Fees section

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

“Website” means www.the4thutility.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.