

Terms & Conditions

By using our website, you agree that you accept these terms and that you'll obey them. If you don't agree to them, you mustn't use our website. In these Website Terms and Conditions, all references to "UrFibre", "we", "us" or "our" are references to UrFibre, and all references to "you" and "your" are references to anyone using our website.

Overview

1. UrFibre Overview

This document outlines the terms and conditions that apply to customers who have ordered a UrFibre Service. It provides detailed information about our Service (referred to as "Service" or "Services"), the manner in which we deliver the Service, the procedures for canceling the Service by either party, and the steps to follow in case of issues.

These Terms and Conditions, including all below documents constitute your Agreement with us:

- a. Sales Order and Confirmation email that you sent us.
- b. Legal Stuff;
 - a. Acceptable Use Policy.
 - b. Customer Complaints Policy.
 - c. Privacy Policy.
- c. Price Book;
 - a. UrFibre – Residential Price Book.
 - b. UrFibre – Business Price Book.

In the event of any conflicts between these documents, the document listed at the top of the hierarchy takes precedence. Specifically, in conflicts related to pricing, your Order Confirmation holds the highest priority, followed by our Price Book. Furthermore, any promotional terms specified in your Order Confirmation supersede these terms and conditions.

2. About us

All references to "UrFibre", "we", "us" or "our" are references to UrSolutions Ltd, a limited company with Registration Number 13553030 with registered address 27 Old Gloucester Street, London, WC1N 3AX, United Kingdom, trading as UrFibre. All references to "you" and "your" are references to the Business or Residential customer using our Service.

3. How to contact us

You can contact us by logging a ticket on our website, on your UrFibre account portal, by emailing us at support@urfibre.co.uk, or communicate with us in writing at the business address mentioned above.

4. How we can contact you

Should we need to contact you, we will do so by phone, or by writing to you at the email address provided when you placed an order for a Service. Updates and announcements may also be sent via email, text, or phone call. Furthermore, any promotional terms specified in your Order Confirmation supersede these terms and conditions.

Service

5. Service Ordering Process

To place an order, you can do so via our website or through our sales representatives in person or over the phone, where applicable. During the ordering process, you are required to provide your full legal name, address, contact person, email address, phone number, and payment information. Upon receiving your order, we will create a UrFibre user account for you.

When placing the order, you need to specify the physical address where you want the Service to be provided. We will verify if the Service is available at that location based on our network coverage. If we cannot provide Service to your address, we will notify you promptly.

Upon acceptance of your order, we will send you an email confirmation. At this point, the Agreement becomes legally binding, and the confirmation email will outline the details of the Service you have requested.

6. Duration of the Agreement

The Agreement's duration, as indicated in your confirmation email, might include a minimum term, commencing on the Activation Date when you start receiving Service.

To enter into a contract with us, you must be at least 18 years old. During installation, someone over 18 years must be present, and this requirement applies throughout the installation period.

Upon placing an order, you consent to us or our authorised third parties conducting credit checks based on the information provided during the order placement.

We reserve our right to cancel an order received without reason before we install our equipment and Service is activated.

Please note that your current telecommunication services will not terminate automatically. If you have an existing agreement with another provider for broadband or phone services, you must continue paying them until you terminate the services, and they may charge a cancellation fee. We are not responsible for any charges incurred with your existing provider.

7. Service Installation and Activation

If you possess the legal authority, you are required to grant us access to your property for the installation of our equipment necessary to provide the Service. It is your responsibility to acquire any licenses and permissions necessary for us to install, operate, and maintain the Service. If you lack the legal authority to grant us these privileges, you must obtain consent from the relevant parties who can provide such authorization. Additionally, you need to ensure that these individuals obtain the required licenses and permissions for us to proceed. We retain the right to withhold Service installation until we are assured that all necessary consents and permissions have been obtained.

If you, or any relevant third party, do not provide, obtain, or maintain the necessary licenses, consents, and permissions, we are not obligated to provide the Service at the property. In such a case, we reserve the right to terminate this Agreement. Additionally, you will be liable to pay us for any costs or damages incurred due to the failure to obtain the required licenses, consents, and permissions.

Our installation teams work to agreed standards and only use approved equipment. Unless otherwise stated, or agreed with you, our installation fees are charged as per our Price Book.

The approved third-party installation team or our own installation team will have your contact details so they can keep you updated and let you know of any changes to your installation. They will only use your details in accordance with our Privacy Policy.

Our installation teams require access to your property to route the fibre cable from the nearest demarcation point in the street to your chosen location inside your premises, where they will install the fibre equipment. If access to your property is not available, the installation may be canceled, and you could be responsible for a canceled appointment fee.

During the installation process, our teams will make every effort to minimise disruption, and we commit to repairing or replacing any damage, beyond what would be expected from a skilled installer, to your reasonable satisfaction within your premises. Please note that general tidying up, vacuuming, or surface cleaning remains your responsibility.

In certain cases, a non-standard installation may be necessary due to an extended access route or specialised surface requirements. If such a situation arises, we will conduct a cost assessment and furnish you with a written estimate. Upon your approval, the additional one-time cost for this work will be invoiced to you, and payment will be due upon completion of the installation.

Our technician will perform a risk assessment before commencing work and if an installation technician decides that it is not feasible or is unable to perform the installation due to safety concerns, we will not proceed with the installation. We will notify you and attempt to resolve the concern with your help so we can try to complete the installation as soon as possible.

Changes in your requirements, such as altering the cable route or contract term, might impact our ability to conduct a standard installation and affect your charges.

Our installation team will attempt to complete the job. If they can't due to reasons like safety concerns or complex routes, they'll suggest rescheduling. You may incur a Non-Standard Installation fee per the Price Book.

We will activate your Service after the installation has been successfully completed. Alternatively, if you already have an existing installation of our equipment inside your premises and only require a Service activation, we will only activate Service once a Sales Order has been confirmed.

8. Equipment

To provide the Service, we will install an ONT (Optical Network Terminal) and a Router at your location. This equipment belongs to us and is housed on your premises. It is your responsibility to care for the equipment. You must keep it at your premises, ensure it is secure, plugged in, and powered on, even if you are not using the Service or leave your premises, unless we instruct you to return the equipment to us. If the ONT or Router malfunctions without your or a third party's involvement, we will repair or replace it. However, if our equipment is damaged or faulty due to your or a third party's actions, you are responsible for covering the replacement costs. Should you wish to relocate the equipment within your premises post-installation, a re-installation fee, specified in our Price Book, will apply. We will notify you of this charge before any work commences.

Payment

9. Payment of Service

You are obligated to pay for the Service and charges outlined in your Sales Order confirmation email, which were agreed upon when you placed your order. The payment becomes due once the Service is activated. Your initial invoices will encompass any one-time fees and pro-rated monthly charges. The applicable charges and fees are detailed in our Price Book or as specified in your Sales Order confirmation. These charges may be subject to change, and we will provide you with advance notice of any modifications. Each month, you will receive a prepaid invoice via email, indicating the breakdown of Service fees. All fees are inclusive of VAT at the prevailing rate.

We will automatically collect our monthly charges, typically within 5 days of sending you an invoice, using the payment details you provided. Your payment details will be securely stored by a PCI-DSS compliant 3rd party payment processor, such as Stripe

(), ensuring data security.

You are responsible for maintaining valid payment methods and keeping your payment details current. If you pay via Direct Debit, you must maintain a valid mandate and inform us in advance of any changes.

If there is no minimum term for the Service or if the minimum term has expired, we will continue providing the Service on a rolling month-to-month contract basis. This contract term starts from the date when the Service was first activated and continues on a monthly basis until it is cancelled.

10. Price changes

We have the discretion to lower our charges or enhance our Internet speeds at any time. Additionally, we reserve the right to increase our charges and fees equivalent to any rise in Value Added Tax or other directly applicable taxation charge or regulatory levy imposed by mandatory provisions established by Government or regulatory authorities.

In the event of charge increases or the introduction of additional fees, we will provide you with a one-month notice. You have the right to contact us and cancel the Service if the new price is unacceptable to you.

11. Non-Payment Consequences

UrFibre reserves the right to invoice a client for up to three months for any services that were requested, activated, and not previously billed.

Furthermore, the client is permitted a period of up to three months to a full refund for services that were cancelled in accordance with the correct procedure but were not actioned by UrFibre.

If we do not receive your payment on time and in full for any reason, we may:

- a. Suspend Service.
- b. Charge a Direct Debit Reject fee as per our Price Book.
- c. Charge a Reconnection Charge as per our Price Book.
- d. Terminate Service.
- e. Recover funds from you.

If payment is not received, we may terminate the Service within 7 days. You will be promptly notified to update your card information, reinstate your direct debit mandate, and settle the outstanding payment. Upon Service re-activation, any overdue amounts must be paid, and we retain the right to withhold Service until all outstanding payments are received. A Direct Debit Reject fee, specified in our Price Book, will be charged if your Direct Debit payment fails.

12. Service use

Our acceptable use policies are available on our website, and it is imperative to adhere to them. In order to monitor and prevent policy violations, including examining traffic type and volume, we may observe the Service. If we suspect a breach of our policies, we reserve the right to suspend or terminate the Service.

IPv4 address allocation is provided without charge and can be modified at any time. We will make reasonable efforts to notify you before changing the allocation. Public static IPv4 addresses are available as outlined in our Price Book. IPv6 addresses will be allocated to you without charge. While we may modify this allocation, we will attempt to inform you in advance.

Any IP address assigned to you remains our property and does not become your possession.

13. Service Faults

When we identify a network fault beyond your property boundary, we strive to diagnose and repair it within one working day.

You can report faults through the UrFibre customer portal, email us at support@urfibre.co.uk, or call 01384 912800. We aim for prompt resolutions and may provide you with a ticket or reference number for follow-up queries on the same issue.

Please note that we cannot guarantee a fault-free performance due to shared networks, third-party content, and factors beyond our control. Your internet access may vary, and Wi-Fi speed can be influenced by your home environment. We offer additional router equipment for a separate monthly fee. If you breach your obligations under this agreement or if we find it necessary, we may restrict or suspend your Service partially or entirely.

Rest assured, we adhere to all applicable laws, regulations, and codes of practice while providing Service to you.

14. Subscription Plans and Billing

UrFibre offers subscription plans with a fixed term of either 12 or 24 months.

Billing Commencement

Billing starts on the date the service is activated for the client. For example:

- i. If a 12-month internet service goes live on 15th September 2024, the client will be charged a pro-rata amount for the period from 15th September 2024 to 30th September 2024.
- ii. From 1st October 2024, regular monthly billing will begin, with the first of 12 billing cycles running until 30th September 2025.

Key Points to Note:

- i. The initial pro-rata billing period is separate from the subscription term and does not count towards the 12 or 24-month contract duration.
- ii. All subscriptions conclude on the last day of the final month of the term.

By subscribing, clients agree to these terms as part of their contract with UrFibre.

Agreement

15. Your Right to Terminate Service

Your ability to cancel the Agreement depends on the timing and our performance, as outlined in our Price Book, which offers cancellation terms more favorable than statutory cooling off terms. Grounds for terminating the Service include:

- a. Significant breach of the Agreement by us.
- b. Suspension of Service for more than 5 working days (except as per the agreement clauses).
- c. Increase in the price for the same Service.
- d. To cancel, email info@urfibre.co.uk.

A 30-day notice is required for any Service cancellation. The termination fee depends on the remaining term, and we will inform you of the payable amount upon receiving your request. We reserve the right to request equipment return, and we will arrange for collection by an engineer during the agreement term.

16. Our Right to Terminate Service

We reserve the right to suspend part or all of the Service or terminate the Agreement without notice if:

- a. You significantly breach this Agreement and fail to rectify it within a reasonable timeframe, or if breaches are recurrent.
- b. Full payment is not received as scheduled.
- c. You violate our acceptable usage policy.

- d. Suspicion of fraudulent activity arises.
- e. False information is provided.
- f. Threats, verbal abuse, or endangerment of our employees, staff, or partners occur.

17. Procedure for Handling Complaints

We are committed to addressing your complaints and disputes effectively. To file a complaint, you must adhere to our Complaints Policy, initiating the process by emailing support@urfibre.co.uk.

The Complaints Policy provides comprehensive details on how to lodge and escalate a complaint. It is essential to file your complaint promptly and provide all requested information accurately and completely.

18. Upgrades

You have the flexibility to upgrade your Service through the UrFibre account portal at any time during the month, and the upgrade will take effect immediately. You will be charged a prorated amount for the remaining period of your current billing cycle at the beginning of your new billing cycle. The payment for the upgraded Service will be collected in advance at the start of the new billing cycle.

19. Changes to the Agreement

The Agreement may be updated periodically, and we will inform you of any changes. If you have any questions or concerns, feel free to reach out to us.

20. Moving premises

You are responsible for canceling the Service if you relocate. Please notify us at least one billing cycle before moving. If you move during a minimum term period, charges may still apply, either partially or in full, based on our discretion and the terms and conditions agreed upon during signup. Additionally, the UrFibre ONT and Router must not be removed, disconnected, or powered down by you or any third parties.

21. Troubleshooting Assistance

While we strive for a high-quality Service, we cannot guarantee a completely fault-free experience. In case of issues, our support team, available during specified hours, will work to identify the problem via phone, email, or live chat.

Wi-Fi connections in your premises could affect broadband connectivity. If problems arise, our support team might request you to connect via an Ethernet cable to diagnose the issue accurately.

We aim for continuous high-quality service at the entry point; however, wireless signal quality can be influenced by factors beyond our control. We can suggest solutions to address wireless distribution challenges.

Technician visits are free for faults within UrFibre's network. You are responsible for repair or replacement costs due to negligence within your premises. Charges for technician visits on the customer's side of the network are outlined in our Price Book.

22. Non-availability of Service, and Force Majeure Events

We will notify you in advance via email, text, or phone call if maintenance or support work on our network is necessary, unless it's urgent or an emergency, making prior notice unfeasible.

In the event of unforeseen circumstances beyond either party's control, the affected party must promptly inform the other. This clause does not affect the payment obligations under this agreement.

If the situation persists for 20 working days or more, either party can terminate this agreement without penalty, effective from the specified date in the notice, except for any outstanding payment obligations.

23. Limited Liability

Information transmitted over the UrFibre Network is not guaranteed to be accurate, and we bear no responsibility for its integrity. All implied conditions, warranties, or terms, whether statutory or otherwise, including those related to quality, fitness for purpose, or reasonable skill and care, are excluded to the extent permitted by law.

However, neither party limits or excludes liability for personal injury or death caused by negligence, fraud, fraudulent misrepresentation, or matters where liability cannot be limited or excluded by law. You are not exempt from liability for indemnities in this Agreement or for due sums under it.

Neither party shall be liable to the other for special, indirect, or consequential losses, nor for the following types of loss, whether direct, indirect, special or consequential, in each case however caused:

- a. Other than sums due from you to us under this agreement, such as loss of profits, earnings, business, goodwill, interruption of business.
- b. The loss of expected or incidental savings, the loss of sales, the failure to reduce bad debt, or the reduction in asset value.
- c. An incident in which data is lost or corrupted.

For breaches of this agreement by us concerning the Service, we offer a "money back guarantee," the lesser of a pro-rata amount of the price paid for the affected Service during the breach period and the amount paid for the month the breach was reported.

You are responsible for safeguarding your internal network against unauthorized access or breaches. We are not liable if the Service fails due to issues with your equipment or third-party networks beyond our control. Our network bears no responsibility for any inability to access internet services.

24. Notices

To provide notice (excluding court proceedings), a party can:

- a. Email the other party's designated email address for service. For us, it is support@urfibre.co.uk. For you, any email address we have on record in your Account.
 - b. Send the notice by post to the other party's specified postal address for service. For us, it is our registered office address. For you, it is the address where Service is billed.

If you want to change your email address or postal address for service, you must notify us via support@urfibre.co.uk and the change will take effect from the date on which we confirm that we have changed your address.

To serve notice for court proceedings, a party must use a signed-for postal service with proof of delivery, or a courier service, and the notice must be addressed:

- a. To us, addressed to the Managing Director, and sent to our registered office address.
- b. To you, to the most recent billing address which we have on file for you or, where no such address exists, to an address which we reasonably believe is linked with you. We may instead serve you by email, if we are not reasonably able to serve notice to you by post or courier.

General Terms

25. General Terms

This Agreement may be transferred to another organization, and we will notify you of such a transfer to ensure your rights remain unaffected.

You are not allowed to transfer your rights under this agreement to others. However, we may accept instructions from someone we believe is acting with your consent.

This agreement is governed by English law, and any disputes or matters arising, including non-contractual claims, will be resolved in English courts. Additionally, you have the option to refer disputes to our Alternative Dispute Resolution scheme through the Communications Ombudsman, as detailed on our website <https://urfibre.co.uk/privacy-policy/>.

Any claims related to this Agreement or Service, including non-contractual claims, must be filed within 12 months from the date the cause of action occurred. Before filing a complaint, you are required to review our Complaints Policy.

26. Miscellaneous

Individuals who are not part of this agreement have no rights under it. If any part of this agreement is deemed invalid or unenforceable by a court, the remaining provisions will still be valid and enforceable.

Failure to exercise a right or remedy by a party does not prevent them from doing so in the future for that or any other incident. This agreement does not establish a partnership, joint venture, or agency. You cannot represent yourself as an agent, partner, or representative authorized to bind us.

All conditions related to this Agreement are accessible on our website <https://urfibre.co.uk/>.

27. Changes to these conditions

Any future changes to our Terms & Conditions will be posted on this page. It's advisable to check this page periodically for updates. If you are a Urfibre customer, we may also notify you about these changes via email.