



# WavoNet Home Broadband

## Terms & Conditions:

### INTRODUCTION

**Our Services.** WavoNet Broadband is operated by Digi Fibre Communications Ltd. These terms and conditions form part of the legal agreement between you (the person ordering services and products from us) and us (Digi Fibre Communications Ltd). These terms apply only where you are purchasing the Service for your own personal, non-commercial use. If you are purchasing the service for business purposes, then separate terms will apply. Please read the terms and conditions for business broadband.

**Service Availability.** We'll provide our services with reasonable skill and care. However, some of our services may not be available where you live, or their quality may be affected by factors outside of our control (for example, environmental factors). You can check availability in your area at this link (<https://www.wavonet.com>). We'll check how feasible it is to provide services before we provide them. If the costs of installation and maintenance of the services are too high, we'll let you know that we may not be able to provide them.

Your agreement is with **Digi Fibre Communications Ltd**, registered in England and Wales under number **16757910** at **3 Brookside, Calcot, Reading, United Kingdom, RG31 7PJ**. It is made up of these **Broadband Terms**, and your **Contract Summary**. We'll send these **Broadband Terms** and your **Contract** to you via email, and the same will be available on self service portal. (if you have provided us with a valid email address). We also encourage you to look at our [Return Policy](#) and [Acceptable Use Policy](#), which also make up your agreement with us.

You should also look at our Privacy Policy on how we use personal information. You can find our [Privacy Policy](#) and [Cookie Policy](#) on our website.

### JOINING US AND CHARGES

**The Basics.** When you join us we'll agree certain things with you and set them out in your Contract Letter. This document will include important information like: (a) your chosen services and how much these will cost you per month; (b) how long we'll provide your chosen services to you and the minimum period you have agreed to stay with us; (c) additional services you have chosen as part of your plan, when they start and end and when you'll be charged for these; and (d) any upfront charges you've paid or may have to pay for your equipment where applicable.

**Monthly Service Fee:** This is the fee for the service and is charged monthly, in advance, for the next Billing Period. You will be billed on your Bill Date. Payment will be taken by Direct Debit, as set up during the order process. Payment will be taken on, or shortly after, the Due Date on the bill. No payment will be taken until after the service is installed and active. You confirm that you have permission to set up a Direct Debit using the details provided during the order process.

**Charging.** The Price Guide sets out current pricing information. This includes the current monthly cost of our plans (billed for the month ahead unless we say otherwise), usage charges, charges for third-party services (billed after use unless we say otherwise) and any other charges for the services provided to you or to someone who is authorised by you. All these charges will be added to your bill.



**Static IP fee:** If you have ordered and chosen to take a Static IP from us as an additional service, the Static IP fee will be charged in advance, from Static IP activation. You authorise us to take payment for the Static IP fee by Direct Debit (using the same details provided during the order process).

During your **Minimum Term Period**, we may offer you a discount against your monthly plan (a "Broadband Discount"), usually this Broadband Discount will be applied to your bill for the duration of your minimum term.

However, we may also offer you a Broadband Discount that expires before your minimum term ends. We'll let you know how long this discount will last when you take up the offer. Our Price also confirms your Broadband Discount and how long it will last. After your discount has been removed, your monthly price will increase.

**One-off charges.** Delivery charges, router fees, connection and installation charges may apply. You will be informed of these charges (if they apply) when you order the services and they will be set out in your Contract Letter (if they apply).

**Payment.** You'll need to pay for all charges within 7 days of the date of your bill or as per the payment due date as applicable. We ask that you pay by direct debit, so please contact us if you wish to pay by other means. All charges set out in this Agreement and the Price Guide are exclusive of VAT unless expressly stated otherwise. Where VAT is chargeable on any supply made under this Agreement, you agree to pay us the applicable VAT in addition to the stated charges, on receipt of a valid VAT invoice from us. If you pay beyond the payment due date, we will charge interest of 4% per annum above the base rate of the Bank of England from time to time, calculated daily and compounding monthly on any overdue amounts from the Due Date until the date of actual payment. You will also need to pay a reasonable administration charge to compensate us for the administration costs incurred.

**Change of plan.** If you request a change of plan or a renewal of your Agreement with us and we agree, you will need to agree to a new minimum period, and you will need to pay the new charges applicable to that agreement. Early termination fees may apply if you change your plan during your current minimum period.

Your new minimum period will not start until your new service activation date. If you choose to terminate the new agreement within the first 14 days of your new service being activated and are within the minimum term of your previous agreement, an early termination fee may be payable. Any early termination fee which applies as a result of you changing your plan will be based on the monthly plan charge of your plan and the remaining time left in your minimum period for your previous plan at the point of upgrade/termination as applicable.

## **DURING YOUR AGREEMENT WITH US**

We do not commit to providing the services until we have completed all feasibility checks. If the cost of installation and maintenance of the services are excessive, we reserve the right not to provide these to you.

**Installation.** You must be the current occupier of the property or have permission from the property owner for us to install the services at your address. We will visit your premises on the installation date provided in your **Contract**. You or another person authorised by you who is over 18 needs to be present during the installation. There may be a fee for an engineer visit; we will let you know the cost if this is required before confirming your order.

**Installation Offers.** If you end your services before the end of your minimum period, an early termination fee will apply. Where you have taken advantage of an installation offer, and your installation is free, or you pay a reduced price compared to our standard installation price, we may charge you the difference between the lower price you paid (if any) and the standard installation price. This cost will be factored into your early termination fee (and will reflect the cost we have incurred for installation). Note that our standard installation costs vary depending on the type of broadband service you have selected. Full details can be found in our Price Guide.



**Activation.** Where applicable, you authorise us to terminate your agreement(s) with your previous broadband service provider(s). If we cannot do this on your behalf, you will have to do so directly. We will not be liable for any early termination fees or wrongful cancellation of any agreement(s) with your previous provider(s).

**Equipment.** We will supply the WiFi equipment to you. You must use the router supplied by Digi Fibre to receive the services. You can use your own extenders to boost the WiFi signals, but you must: (i) ensure it is compatible with our network and equipment; and (ii) ensure it does not interfere with or damage our network or the equipment we have supplied to you. As part of the Installation a Fibre Termination Point (OTN) will need to be installed in your Home. The Fibre Termination Point (OTN) belongs to us or our partner(s) and should not be removed from your Home without our prior consent or knowledge.

If the router is damaged due to misuse or neglect, and you wish to receive a replacement router, you can do so and may be charged an additional fee. If the Fibre Termination Point (OTN) is damaged due to misuse or neglect, then you must report it to us as soon as possible, and you may be charged an additional fee for the Installation of a new Fibre Termination Point (OTN).

Digi Fibre is not responsible for the maintenance or repair of any third-party equipment connected to our network or for any degradation in service caused by any third-party equipment. We request that you retain the router supplied by Digi Fibre, as we may need you to reconnect it to assist us in diagnosing any faults.

You must not connect equipment to our network that may harm it or anyone else's equipment or services. If the services are terminated (by you or us) before activation or during the "cooling off period" or due to any unavailability issue, you must return all equipment which you have received under your agreement.

Failure to return any equipment when requested to do so may result in charges in line with our [Returns Policy](#).

Except where we expressly state otherwise, you will own the equipment we supply to you under our agreement 14 days after your service activation date.

## USING THE SERVICES

You're responsible for other people who use your equipment and services, which are only for your personal, non-commercial use. You must not: (i) use the equipment or service for any purpose that may be abusive, a nuisance, illegal, or fraudulent; (ii) do anything that causes the network to be impaired. For more information on using our services and restrictions, please review our [Acceptable Use Policy](#).

**Broadband Speed.** Broadband speeds referred to in your Contract Letter are the estimated minimum and maximum download and upload speeds. Speeds may vary significantly and depend on a number of factors, including your location and how many people are using the network simultaneously. Broadband speeds are also dependent on all equipment meeting minimum specifications, being fully functional and working at full speed. Other factors can also impact internet speeds. Should your sync speed (the data speed of the line from the street cabinet or telephone exchange to your router) continuously or regularly fall significantly below the minimum guaranteed speed mentioned in your Contract, please contact us. If we're unable to resolve the issue, you may select an alternative lower speed product (if one is available to you) or terminate your agreement early without paying a termination fee.

**Downloading third-party content.** A copyright owner's permission may be required for downloading protected content. Downloading protected content without the copyright owner's consent may constitute a criminal offence. Please see our [Acceptable Use Policy](#) for more details.

### Changes to your terms, services or charges. Please note:

- a) We may change your agreement, our services or charges at any time in order to:
  - I. Change the way in which we provide services to you (for example, by using a different technology to provide the service);



- II. Change the structure of our services, charges or equipment (for example, by changing the component parts of a service);
- III. Remove and/or replace some or all of the equipment;
- IV. Place limits on the way you use our services (for example, if we suspect that you have committed an illegal act while using our services);
- V. Stop providing all or part of the service to you (for example, if we're no longer able to provide a part of the service at your address); or
- VI. Optional additional service charges (e.g., an additional broadband package). We may increase the charges for optional additional services that do not form part of your main home broadband. For example, we may increase the price of an additional broadband package that lasts for one month and can be terminated at any time.

b) We are also entitled to make the following changes to the agreement, our services or charges (together, the "Permitted Changes"):

- I. We may remove any benefits, discounts or additional services that we told you would expire partway through your plan when you purchased, provided we remove them at or after the time we told you they would expire;
- II. We may make administrative or technical changes;
- III. We may make changes that have no negative effect on your use of the service;
- IV. We may make changes that are to your benefit;
- V. We may provide new features of the service to you;
- VI. We may maintain or improve the services we provide;
- VII. We may clarify the agreement so it is easier to understand;
- VIII. We may make changes required by:
  - a) applicable laws;
  - b) regulations;
  - c) codes of practice;
  - d) a regulator; or
  - e) a court of competent jurisdiction;
- IX. We may replace some or all of the equipment with equipment of equivalent or better quality;
- X. We may reflect a change in the way we organise and/or operate our business; or
- XI. We may reorganise where certain terms of the agreement are set out.

**Contact Details.** The emergency services may use the details you register for the services in order to identify your location. It is your responsibility to keep your contact details up to date and immediately notify us of any change.

You agree to compensate us for any losses, costs, or expenses we reasonably incur as a direct result of your breach of the acceptable use obligations set out in this section or our [Acceptable Use Policy](#).

**Intellectual Property.** All intellectual property rights in our network, systems, software, branding, website, and any materials we provide to you in connection with the Service ("Our Materials") belong to us or our licensors. Nothing in this agreement transfers any intellectual property rights in Our materials to you.

We grant you a non-exclusive, revocable, royalty-free, non-transferable licence to use Our Materials solely for the purpose of receiving and using the Service in accordance with this agreement.

You grant us a non-exclusive, royalty-free, non-transferable licence to use any information or materials you provide to us solely for the purpose of providing the Service and performing our obligations under this agreement.

These intellectual property provisions will continue to apply after this Agreement ends.



## CONFIDENTIALITY

Each party agrees to keep confidential, and not to use (except as necessary to perform its obligations under this agreement) or disclose to any third party, any confidential information of the other party obtained in connection with this agreement.

This obligation does not apply where disclosure is required by law or is made to a professional adviser for the purpose of obtaining advice in connection with this agreement, provided that the disclosing party ensures the adviser keeps such information confidential.

This confidentiality obligation will continue to apply after this agreement ends.

**Telephony Service.** The Service does not include any telephony. If you require a fixed telephone service that runs over the internet (VOIP), it can be provided by a third-party VOIP provider.

You understand that you should always have a way to contact emergency services, for example, by mobile telephone, as VOIP phone service will not function in the event of a power outage.

**Wayleave Agreement.** This grants our infrastructure partners, or one of their trusted partners ("Installation Partner"), permission to install and maintain the necessary equipment across the grounds of and within your property. Installation includes running a cable from the street port to your house.

- a. We can't provide the WavoNet Home Broadband Services if you haven't agreed to the Wayleave Agreement. If you are not the owner of the property, you will need to gain the owner's written agreement before installation.
- b. You, or a person permitted by you (who is aged 18 or over), will need to be at the property when the engineer visits. The engineer may ask for an electronic signature prior to installation, and this will form the relevant written form of Wayleave Agreement under the Electronic Communications Code in respect of the maintenance and location of the equipment at the property.
- c. The equipment will be installed over or under the land of the premises. Some minor alteration work may be required in order to make the installation. This work will be carried out with as little disruption as possible, and the ground outside will be reinstated as close as possible to its original state. Where required, any damage to the premises will be repaired. You will need to gain the consent of your neighbour(s) if you have shared grounds (such as a driveway). The equipment installed will not be removed on termination.
- d. If our Installation Partner cannot access your property/if an electronic signature isn't provided for the Wayleave Agreement, we may charge you reasonable costs incurred by us as a result of an engineer visit. We may end the agreement if we cannot re-arrange access to your property or if you fail to provide an electronic signature for the Wayleave Agreement.
- e. You consent to Digi Fibre and/or its Installation Partner installing and keeping network equipment at your property. In addition to the router and fibre optic cable, an optical network terminal ("ONT"/fibre connection box) will need to be installed. This will remain the property of the Installation Partner (unless we agree otherwise). You must not tamper with the fibre connection box or allow anyone else to do so.



## PROBLEMS WITH OUR SERVICES

**Compensation.** If you experience issues with your service, you may be entitled to the following compensation under our Automatic Compensation Scheme:

- a) if your service has stopped working and isn't fully restored after two full working days;
- b) if your engineer doesn't turn up or cancels with less than 24 hours' notice; or,
- c) if we don't activate your service when we said we would.

Full details about the scheme and your eligibility for compensation are available at [Compensation Policy](#). If you're having problems with your existing service and want to report an issue, please get in touch with our customer service via chat or call **0330 133 3399**

## LEAVING US / SUSPENDING THE SERVICES

**Cancelling, returns and faulty equipment.** Please read our [Returns Policy](#) for details. It also sets out what to do if your equipment is faulty and how you can return your equipment or get your equipment fixed or replaced. You should contact us immediately in the event of any damage to or loss of the broadband equipment. We may need access to your premises in order to carry out repairs, and you agree to obtain the necessary consents and provide us with the access required to carry out such repairs.

**Return of Equipment.** If the services are terminated by you or us before your service activation date or within 14 days of your service activation date then you must return any equipment to us within 30 days of cancellation. If you do not return the equipment within 30 days or if it is damaged when you do return it, you will be charged a reasonable fee as set out in the Price Guide. We'll advise you on how to return any equipment on cancellation.

### If you want to end the Agreement.

- a. **Changing your mind.** If you have changed your mind, you can cancel your order by contacting us within 14 days of your service activation date. We will refund all payments received from you, excluding installation costs if applicable. You will need to return any equipment provided to you. If we have started to provide the services to you before the date you cancel, you must pay for any service you have already received.
- b. **Installation Costs.** You have the right to cancel your order before installation, but you will need to pay for any agreed installation costs unless cancellation takes place at least two working days before the date an engineer is due to visit your property (where applicable). You can cancel your order by contacting our customer service or via selfcare portal.
- c. If you choose to leave us at least 14 days after your service activation date but whilst you are within your minimum period, you may need to pay an early termination fee. The fee is based on the monthly charge of your plan and the remaining time left before your minimum period ends.
- d. If you're outside of the first 14 days following your service activation date and your minimum term period has elapsed, you can cancel at any time, but you'll still need to give us 30 days' notice.
- e. Because of the quality of our services, if there is a continuous or regularly recurring degradation of the Services or if we don't do something fundamental that we should have done under this agreement, you may be able to leave the agreement early without paying a termination fee.
- f. Because of changes, if we make a change to the agreement, the services or the charges which (i) have a negative impact on your use of the service and (ii) is not a Permitted Change, you will have the right to leave your agreement without paying an early termination fee. If that's the case, we'll usually give you at least 30 days' notice, but sometimes it might be less than that if we are prevented from giving you notice for legal or regulatory reasons. To exercise your right to leave without paying an early termination fee, you'll need to tell us within that 30-day period. If you take no action within 30 days of us telling you about the changes, you'll be considered to have accepted those changes.



#### **If we want to suspend our services or end the agreement.**

- a. We may suspend our services entirely or in part (other than access to the emergency services) or end the agreement if:
  - i. **Failure to pay:** If you fail to pay the full value of your bill by the Due Date, as stated on your bill, and still do not make payment within 7 days of our reminder to you that payment is due or payment failed, the Service will be discontinued, and you may be liable to pay Early Termination Fees. We reserve the right to undertake any legal action necessary to reclaim the value of any outstanding bills or charges.
  - ii. you or anyone else who is using your services is in breach of our **Acceptable Use and/or Privacy Policy;**
  - iii. you don't do something fundamental that you have to do under the agreement;
  - iv. you or any third party misuse the Services or use any of our services in a way that may damage or affect the operation of our network (including, but not limited to, use of equipment with our services in a manner that does not comply with our reasonable instructions or those of our infrastructure partners);
  - v. you become bankrupt or make an arrangement with creditors;
  - vi. we consider it necessary to safeguard the integrity of our network or to reduce the incidence of fraud;
  - vii. you fail to comply with applicable law when using our services. Where we end the Agreement in this way termination fees will apply. We may need to suspend our services if asked to do so by regulators or if required by law.
- b. We may end the Agreement if we are permanently unable to provide our services to you or by giving you 30 days' written notice (for any reason). You won't have to pay a termination fee in this case.
- c. If this Agreement is ended by you or us, for whatever reason, you will have to pay all charges up to the date of termination of your home broadband Services.

#### **If you are moving house.**

- a. Please let us know at least 30 days in advance of your moving date. If you wish to transfer your home broadband Services to your new address in the UK, we will conduct a service availability check. If we are able to provide the services at your new address, we will arrange the transfer. Connection charges may be applicable for connecting the Home Broadband Services to your new home.
- b. If you wish to transfer your home broadband Services to your new home, you may become subject to a new agreement with us and a new minimum period may be applicable from the service activation date at your new home. If you choose to terminate the new agreement within the first 14 days of your service activation date and were within your minimum term of your previous agreement, a termination fee may be payable.
- c. If we are unable, for any reason, to provide a home broadband Services to your new address in the UK then you will be entitled to end this agreement subject to provision by you of reasonable evidence of your change of address and payment by you of all charges owing up to the date that we disconnect your service. We reserve the right to apply any termination fees and charges.
- d. If you're moving abroad, we will be unable to provide the services at your new address. You will need to cancel your home broadband services giving 30-days' notice. Early termination fees will apply if you end this Agreement during your current minimum period.



## WHAT WE DO WITH YOUR INFORMATION AND CONTACTING US

What do we do with your data? Our Privacy Policy sets out how we may collect, use and share your personal information. You can find our [Privacy Policy](#) and [Cookie Policy](#) on our website.

**Fraud prevention agencies.** The personal information we collect from you may be shared with fraud prevention agencies who will use it to prevent fraud and money-laundering and to verify your identity. If fraud is detected, you could be refused our services.

## LIABILITY

Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:

- a) death or personal injury caused by negligence; and
- b) fraud or fraudulent misrepresentation.

If you are a consumer (as defined in the Consumer Rights Act 2015) and you use the Service for any commercial, business, or resale purpose, we will have no liability to you for any loss of profit, loss of business, loss of data, business interruption, or loss of business opportunity.

Subject to the above, and to the maximum extent permitted by law, we will have no liability for:

- a) any issues arising from or relating to:
  - (i) equipment not provided by us (including your own routers, devices, or internal wiring), except where we have given you incorrect advice or failed to warn you of known issues;
  - (ii) third-party networks or services over which we have no control; or
  - (iii) compatibility issues between the Service and your equipment, except where we have failed to inform you of compatibility requirements or where the Service does not meet the specification we have provided to you;
- b) any content accessed via the Service;
- c) any viruses, malware, or security breaches affecting your devices or data;
- d) any illegal or inappropriate use of the Service by you or third parties;
- e) any loss or corruption of data transmitted over the internet except where such loss or corruption is directly caused by our breach of contract or negligence;
- f) any charges, penalties, or losses you incur with previous service providers, including early termination fees or installation charges incurred before you entered into this agreement with us, except where we have agreed in writing to reimburse such charges;
- g) variations in service speed or performance caused by factors outside our reasonable control, including but not limited to network congestion, your location or distance from network infrastructure, the age, specification, or configuration of your equipment, wi-fi interference, or the number of devices connected to your Service;
- h) any loss or damage that is not directly caused by us or which was not reasonably foreseeable by both parties at the time this Agreement was made as a probable result of a breach; or
- i) any indirect or consequential losses that were not reasonably foreseeable by both parties at the time this Agreement was made, provided that this exclusion does not apply to losses directly and naturally resulting from our breach of this Agreement.

Subject to the above, our total liability to you for any claim or series of related claims whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall not exceed the amount of the charges paid to us for the affected Service in the last 12 months immediately preceding the event giving rise to the claim.

These liability provisions will continue to apply after this agreement ends.



## ADDITIONAL TERMS

**Static IP.** If you have ordered and chosen to take a Static IP from us as an additional service (i.e. not the Service you pay for as part of your Monthly Service Fee) then the following additional terms apply:

- a) You will receive your Static IP details via email.
- b) You are only eligible to purchase one Static IP per Service.
- c) If we are aware that your Static IP will change, we will use reasonable endeavours to provide you with as much notice as reasonably possible.
- d) If you move Home and your Service continues under this Agreement, your Static IP may change.
- e) You or we can cancel your Static IP at any time. If your Static IP is cancelled, then it will terminate at the end of your current Billing Period, unless you are within 7 days of your next Bill Date, in which case your Static IP will terminate at the end of your next Billing Period.
- f) If your Agreement ends and the Service is terminated, your Static IP will also be terminated.
- g) If your Service is suspended, your Static IP may also be suspended.
- h) If your Agreement ends and you subsequently enter into a new agreement with us, we cannot guarantee you the same Static IP as you had previously.
- i) The Static IP fee can be found in the residential Price Guide.

## Maintenance

We or our partners may, at times, need to undertake maintenance work on the network in order to continue to provide the service. This may require planned outages. We will always try to minimise the impact of these outages on the service. Where the outage may be disruptive, we will inform you with as much notice as reasonably possible of the time and expected length of the outage.

## OTHER USEFUL INFORMATION

**Transferring the Agreement.** We may transfer this Agreement to anyone at any time provided doing so does not adversely impact your rights under the agreement. You'll need to get our permission before transferring the agreement and the person you are transferring to will need to pass our credit check. No other person has any rights to enforce any of the terms of the agreement. We may also assign or transfer any debt owed by you to us under this Agreement to a debt collector, debt collection agency, or other third party without your consent.

**Changing your broadband technology.** Please note, if you change the means through which you receive your broadband from fibre to the cabinet ("FTTC") to another type of technology, including but not limited to Single Order Generic Ethernet Access ("SOGEA"), fibre to the premises ("FTTP") (each of SOGEA or FTTC and FTTP are a "New Technology"), then you will be unable to return to FTTC if you change your mind. We do not accept any responsibility for your inability to return to FTTC when you have switched to a New Technology and any effect that may have on other services you use.

**Force Majeure.** Neither party will be liable for any delay or failure to perform their obligations under this Agreement if that delay or failure is caused by circumstances beyond their reasonable control, including but not limited to acts of God, fire, flood, earthquake, severe weather, pandemic or epidemic, civil unrest, terrorism, war, government action, or failure of third-party networks or infrastructure ("**Force Majeure Event**").

The party affected by a Force Majeure Event must:

- a) notify the other party in writing as soon as reasonably practicable, setting out details of the Force Majeure Event and the extent to which it is unable to perform its obligations; and
- b) use reasonable endeavours to minimise the duration and impact of the Force Majeure Event.



If a Force Majeure Event continues for more than 30 days, either party may end this Agreement by giving written notice to the other, without liability to the other party (save for charges already due and owing).

**Subcontracting.** We may subcontract the provision of any part of the Service to third parties (including our wholesale network providers and Installation Partners) without your prior consent. We remain responsible to you for the performance of the Service and are liable for the acts and omissions of our subcontractors as if they were our own.

**Relationship of the Parties.** Nothing in this Agreement creates or is intended to create a partnership, joint venture, employment, or agency relationship between you and us.

**Survival.** The following sections of this Agreement will continue to apply after this Agreement ends: Intellectual Property, Confidentiality, Liability, and any provisions relating to payment of outstanding charges. Termination of this Agreement will not affect any rights or obligations that have already accrued.

## Need Support? Get in touch with us:

**Phone:** 0330 133 3399 free from any other UK mobile or landline

**Email:** [support@wavonet.com](mailto:support@wavonet.com)

**Post:** 3 Brookside, Calcot, Reading, United Kingdom, RG31 7PJ

**Website:** [www.wavonet.com/contact-us](http://www.wavonet.com/contact-us)

For the complaint procedure, please refer to our [Complaint Process](#).

## Definitions

**"Acceptable Use Policy"** – our Acceptable Use Policy is available at [www.wavonet.com/acceptable-use-policy](http://www.wavonet.com/acceptable-use-policy).

**"Activation Date"** – The day on which the Service is connected, usually the same as your Installation Date. Confirmed in your Service Activation Email.

**"Additional Service"** – means any additional services that we may make available to you and you may order from us from time to time.

**"Agreement"** – The agreement between you and us made up of these Broadband Terms, your Contract Summary, our Returns Policy, and our Acceptable Use Policy.

**"Bill Date"** – The date your bill is issued monthly, starting either within 24 hours of your Activation Date or, where your Activation Date is later than the 28th of the month, the 1st of the following month.

**"Billing Period"** – The period of time between each Bill Date.

**"Business Day"** – Any day not a Saturday, Sunday or UK bank holiday ([gov.uk/bank-holidays](http://gov.uk/bank-holidays)).

**"Broadband Terms"** – These terms and conditions.

**"Contract Summary"** – The summary of key contract terms provided to you as part of the Agreement. The document explains chosen services, monthly charges, the Minimum Contract Period, and any upfront charges.

**"Cooling Off Period"** – 14-day period, starting on the Activation Date, within which you can cancel your Service without incurring any Early Termination Fees.

**"Cancellation Date"** – The date when the relevant Service and/or Additional Service, and corresponding agreement, with us comes to an end.



**"Due Date"** – The date, given on each monthly bill, on which direct debit payment will be taken.

**"Early Termination Fee (ETF)"** – The total fee for ending the Service, and/or an Additional Service, before the end of the relevant Minimum Contract Period. Calculated in accordance with the Price Guide.

**"Fibre Termination Point"** – a part of the Network Equipment owned by us or our partner(s), installed in your Home, which connects your local network to our fibre optic network used to provide the Service.

**"Home"** – The address you have provided where your home broadband Service will be installed.

**"Installation"** – Engineer visit to prepare your Home to connect to the network used to provide the Service.

**"Installation Date"** – Date on which the installation takes place in accordance with section 7.

**"Installation Partner"** – A third party, contracted to install certain Network Equipment in your Home.

**"Minimum Contract Period"** – The minimum period during which you agree to receive the Service. Starting on the day the Service is activated.

**"Monthly Service Fee"** – The monthly fee for the Service is mentioned in your Contract Summary Letter.

**"Network Equipment"** – Equipment which connects your home to our fibre network used to provide the Service. Including cables, Fibre Termination Point and wi-fi router.

**"Order Confirmation Email"** – the email received after an order is placed, detailing your monthly payments, Minimum Contract Period, Installation Date and Installation Fee.

**"Pre-contract Information Email"** – the email received during the placing of an order containing the Contract Summary and Contract Information documents.

**"Price Guide"** – Our current schedule of charges, fees, and pricing information, as published on our website at [www.Wavonet.com](http://www.Wavonet.com) and updated from time to time.

**"Returns Policy"** – Our returns policy is available at [www.wavonet.com/return-policy](http://www.wavonet.com/return-policy).

**"Service"** – The broadband service provided by us to you.

**"Service Activation Email"** – email notification sent once the Service has been activated, confirming the start and end date of your contract period.

**"Service Restoration Fee"** – The fee charged by us for restoring or replacing equipment that has been damaged due to misuse or neglect, as set out in the Price Guide.

**"Static IP"** – A fixed public IP (Internet Protocol) address that is associated with the Service.

**"Router"** – broadband router, provided by us, which connects your devices to your local network and our fibre network.

**"VOIP"** – Voice over IP, an over the top service which provides telephony through the internet rather than through traditional telephone cables.

**"Your Property"** – The address you have provided where our Service will be installed.