

Residential Terms and Conditions

Version 4.0 | Effective from 1 September 2026 | www.rocket-fibre.co.uk

1. About this Agreement

1.1 These terms and conditions ("Terms") set out the agreement between (1) you, the person named on the Order ("you", "your") and (2) Rocket Fibre Ltd, registered number 12821973, whose registered office is at Unit 5 Perth House, Corby Gate Business Park, Corby, Northamptonshire, NN17 5JG ("Rocket Fibre", "we", "us", "our"). These Terms apply to residential customers only.

1.2 Each Order you place with us for the supply of Services forms a separate agreement between you and us (the "Agreement"), made up of the following documents. If there is any inconsistency between them, they apply in this order of priority:

1.2.1 the Order;

1.2.2 the Contract Summary and the Contract Information we give you before you place the Order;

1.2.3 these Terms, which incorporate our Privacy Policy by reference; and

1.2.4 our published price list, plans and tariffs and our Acceptable Use Policy, each available at www.rocket-fibre.co.uk (the "Website").

1.3 We are regulated by Ofcom and comply with the General Conditions of Entitlement, which contain consumer protection obligations, including in relation to switching provider and porting telephone numbers.

1.4 Our customer Code of Practice is available on the Website or in paper form on request. It is guidance and does not form part of the Agreement, except where these Terms expressly refer to it.

1.5 Words starting with capital letters have the meanings given in the Glossary at the end of these Terms.

1.6 Your attention is drawn in particular to: the Cooling Off Period and your cancellation rights (Clause 10); the Charges that apply if you end the Agreement during your Minimum Period (Clauses 10 and 14); our rights to suspend or end the Services if you do not pay on time (Clauses 4, 11 and 12); the limits on our liability (Clause 16); and what compensation is and is not payable for loss of service (Clause 17).

1.7 Each Order you submit is an offer by you to buy the Services. The Agreement is formed on the date we accept your Order (the "Effective Date"). We will confirm acceptance by email or letter.

1.8 You must be at least 18 years old and the occupier of the Premises (or have the occupier's permission) to place an Order.

2. The Services

2.1 A description of the services we offer is on the Website. This Agreement applies to the provision of any of the following,

as set out in your Order: Data Services; Voice Services; Combined Services; and any Additional Services.

2.2 The Services are provided for your personal, domestic use at the Premises. You must not resell or re-supply the Services, or make them available to anyone outside your household on a commercial basis, whether for payment or free of charge, without our prior written consent. If we reasonably believe the Services are being used for business purposes, we may require you to move to a business contract on business terms and prices or, if you do not, end the Agreement under Clause 12.1.1, in which case the Cancellation Charge will apply.

2.3 You agree to cooperate with us, to give us the information we reasonably need to provide the Services, and to make sure that information is accurate and kept up to date.

2.4 If you are disabled or need additional support, please tell us. We offer support including priority fault repair, bills and documents in accessible formats such as large print or braille, and the option to nominate someone to help manage your account with your permission. Details are in our Code of Practice.

2.5 If your Order includes Activation Services, we will provide them under Clause 6.9.

3. Starting the Agreement

3.1 The Agreement starts on the Effective Date and continues for the Minimum Period set out in your Order, and then continues until ended by you or us under these Terms. Nothing in these Terms rolls you into a new Minimum Period automatically: a new Minimum Period starts only if you expressly agree one with us.

3.2 Acceptance of your Order is at our discretion and may be subject to a credit check. You agree that we may search your record at credit reference agencies when you apply, and may share information about your account and how you manage it with credit reference and fraud prevention agencies. Details are in our Privacy Policy.

3.3 We will confirm Network availability at your Premises before accepting your Order. Our order confirmation will include your Target Activation Date and, where relevant, the telephone number allocated to your account.

3.4 The Target Activation Date is an estimate. We will do what we reasonably can to meet it, but we are not liable for failing to activate the Services by the Target Activation Date where the delay is caused by matters outside our reasonable control, including matters within the control of the Infrastructure Provider.

3.5 If we notify you before you enter into the Agreement that a deposit is required, the Services will not start until the deposit has been paid and cleared. We will return the deposit as a credit to your account on your written request after six months

of satisfactory payment history. We may use the deposit to pay all or part of any debt you owe us. No interest is payable on deposits. A deposit may be required in particular where a credit check indicates a risk, or where a previous account with us was ended for non-payment.

3.6 We do not offer breaks or pauses in the Services or the Minimum Period. If you ask us to suspend the Services temporarily, for example while the Premises are unoccupied, Charges continue to be payable and the Minimum Period continues to run.

4. Charges and Payment

4.1 The Charges for your Services are set out in your Order and Contract Summary. Our current price list is on the Website.

4.2 You will pay: in advance, the Monthly Fee and any Activation Charge; in arrears, Call Charges and any other Charges we bill in arrears; and on demand, any other sums payable under the Agreement.

4.3 You are responsible for all Charges from the Activation Date, and for all use of the Services from the Premises, whether or not authorised by you, including calls or usage made as a result of your Equipment, router, devices or account credentials being compromised, unless it results from our fault. You must tell us immediately if you suspect any misuse of the Services.

4.4 We invoice monthly by electronic billing to your billing email address, and VAT invoices are available through your online account. You must keep your billing email address up to date. You must pay each invoice in full by the due date shown on it.

4.5 If any payment fails or is not made in full by the due date, we will notify you that payment has not been received, and a late payment fee of £25 (including VAT) will be added to your account in respect of that invoice. One late payment fee applies per unpaid invoice.

4.6 If payment is still not made within five (5) days of the due date, we may suspend the Services under Clause 11. Charges continue to accrue during suspension. We will not restore the Services until all overdue sums, including any late payment fee, have been paid in full.

4.7 If payment is not made within thirty (30) days of the due date, we may end the Agreement under Clause 12.1.1, and on termination you must pay all outstanding Charges and, if termination falls within your Minimum Period, the Cancellation Charge. We may refer unpaid sums to a debt collection agency and recover our reasonable third-party collection costs, and we may share information about your account conduct with credit reference agencies. We may also assign or sell any debt you owe us to a third party, who may then collect it from you.

4.8 If you are having difficulty paying, contact Customer Services as soon as possible. We will discuss payment arrangements with you and can provide details of free debt advice organisations.

4.9 Payment methods and card authority

4.9.1 Payment is by debit or credit card only. We do not accept Direct Debit, bank transfer, cheque or cash for this service. You must keep at least one valid card on your account and keep your card details up to date. We may change the payment methods we accept on at least 30 days' written notice, and may stop accepting cards from a particular issuer at any time.

4.9.2 When you add a card to your account, whether at the time of your Order or later, you authorise us to charge that card for the payment you are making at the time and, as a stored payment method, for any future Charges as they fall due under this Agreement, including outstanding Charges when the Agreement ends (subject to Clause 4.13). This authority applies to every card on your account, whether or not it is set as your default card.

4.9.3 We will take payments from your default card. If a payment from your default card is declined or fails, we may take the payment from any other card on your account. We will not use another card while your default card is working.

4.9.4 Payments taken in accordance with this Clause are authorised by you, and you agree to raise any concern about a payment with us under Clause 4.13 before disputing it with your card provider. You can ask Customer Services to remove a card from your account at any time. Removing a card does not affect any Charges already due, and you must ensure that a valid payment method remains on your account at all times while you receive the Services.

4.9.5 If at any time there is no valid payment method on your account, we may suspend the Services under Clause 11 until one is added. We will ask you to add a valid card, and if you do not do so within fifteen (15) days of our request we may end the Agreement under Clause 12.1.1, in which case all outstanding Charges become payable immediately and, if the Agreement ends within your Minimum Period, the Cancellation Charge will apply.

4.10 All Charges include VAT at the current UK rate unless stated otherwise. If the rate of VAT changes, our Charges will change to reflect the new rate from the date the change takes effect, and Clause 19.3 does not apply to that change.

4.11 If you use the Services in a way that is inconsistent with your tariff, we may apply the tariff that corresponds to your level and type of use, and will tell you if we do.

4.12 Your account may have a credit limit. You can ask us to review it by contacting Customer Services.

4.13 If you think an invoice is wrong, tell us as soon as possible by calling Customer Services or opening a ticket via the portal, and in any event within three (3) months of the invoice date unless you could not reasonably have known of the error. You must still pay any part of the invoice that is not in dispute. We will not collect a genuinely disputed amount from your card while we investigate the dispute.

4.14 Chargebacks. If you ask your card provider to reverse a payment for Charges that are properly due under this Agreement, we will treat the reversed amount as unpaid from its original due date, and Clauses 4.6 and 4.7 will apply, including suspension and termination. A chargeback fee of £25 (including VAT) will be added to your account for each payment reversed, to cover our cost of managing the chargeback. Each reversed payment is a separate chargeback and attracts its own fee, and the fee applies whether or not the reversal is later overturned, except where the reversal relates to a Charge we made in error. The chargeback fee applies in place of the late payment fee under Clause 4.5 for the reversed amount. A reversal does not cancel this Agreement, refund Services you have received, or extinguish the debt, and we will pursue the reversed amount and the chargeback fee as outstanding Charges. A reversal requested dishonestly for Services you have received may be treated as fraud under Clause 12.1.3.

4.15 Promotional discounts, introductory offers, referral rewards and other credits are subject to the conditions stated when they are offered. Credits on your account can be used only against Charges under this Agreement, cannot be transferred, are not refundable in cash, and are lost when the Agreement ends. We may set off any credit on your account against any Charges you owe us.

4.16 Our records of usage, calls, payments, fault reports and service status will be used to calculate Charges and to assess any claim under this Agreement, and will be treated as accurate unless shown otherwise.

5. Important Service Information

5.1 Availability and power

5.1.1 The Services are provided over a fibre connection and depend on mains power at the Premises. You must maintain a mains (240 volt AC) power supply to the Equipment and keep the Equipment switched on and connected at all times, including overnight. The Services, remote diagnostics, fault monitoring and software updates all depend on the Equipment being continuously powered.

5.1.2 Any period during which the Equipment is switched off or disconnected does not count as a Service Outage or fault. We may close a fault report where our diagnostics show the Equipment is not powered, and if a fault cannot be diagnosed or resolved because the Equipment is regularly switched off, we may treat that as a failure to cooperate under Clause 6.11.2.

5.1.3 The Services may occasionally be unavailable for reasons outside our control, such as power cuts, or during planned maintenance under Clause 11.4.

5.2 Emergency calls, telecare and alarms

5.2.1 The Voice Services are carried over your broadband connection, not a traditional telephone line. In a power cut or Service Outage, the Voice Services, including calls to 999/112, will not work unless you have a properly installed and charged battery back-up unit.

5.2.2 If anyone at the Premises depends on the landline to contact the emergency services, for example because they have no mobile phone or no mobile signal at the Premises, you must tell us. We will provide eligible customers, free of charge, with a solution (such as a battery back-up unit) that allows emergency calls to be made for at least one hour during a power cut. Battery back-up units are otherwise available on request; details are in our Code of Practice.

5.2.3 When you subscribe to the Voice Services, your name, address and telephone number are registered so that the emergency services can identify your location if you call 999/112. You can choose whether your details are shared with directory services, and can change that choice at any time. If we suspend the Voice Services, you will still be able to call 999/112.

5.2.4 The Voice Services may not work with devices that rely on a traditional telephone line, including telecare and health pendant alarms, monitored burglar and fire alarms, lift emergency lines and fax machines. Before placing your Order, you are responsible for checking with the provider of any such device whether it will operate over a broadband-based line, and you must tell us if anyone at the Premises relies on such a device. You place your Order on the basis that you have made these checks. We accept no liability for

the failure or incompatibility of any such device or monitoring service, except as set out in Clause 16.1.

5.3 Keeping your telephone number

5.3.1 You have the right to port your telephone number to another provider, including for one month after this Agreement ends. We will action porting requests promptly in line with industry processes. Porting does not affect your obligation to pay any Charges you owe us. We may pass on third-party porting charges as set out in the price list, and will tell you the amount before the port proceeds. If you do not port your number within one month after the Agreement ends, the number may be withdrawn and reallocated and cannot be recovered.

5.3.2 Telephone numbers are allocated under Ofcom's numbering rules. The number does not belong to you or to us, and you must not sell or transfer it. We may change your telephone number where we reasonably need to, and will give you as much notice as we can.

6. Conditions of Service

6.1 Your information. The information in your Order is relied on by us to provide the Services. Tell us immediately if it changes or is incorrect. If information you give us is false or materially inaccurate, we may end the Agreement by giving you notice. We may email you service announcements in connection with the Services. Our Privacy Policy explains how we handle your personal data in accordance with data protection law.

6.2 Monitoring and recording. We may monitor communications sent using the Services where required to do so by a government or law enforcement body. We may record calls between you and our staff for quality, training, security, regulatory compliance and crime prevention purposes.

6.3 Moving home

6.3.1 The Agreement covers the provision of the Services at the Premises. If you are moving home, give us at least 30 days' notice so we can try to arrange to move your Services to your new address.

6.3.2 Provision of the Services at a new address depends on Network coverage there, and an Activation Charge may apply for a new connection. Your existing Minimum Period continues at the new address; a new Minimum Period applies only if you expressly agree one with us.

6.3.3 If you move during the Minimum Period to an address where we cannot provide the Services, the Agreement will end and the Cancellation Charge will apply. If we can provide the Services at your new address and you choose to end the Agreement instead of moving your Services, the cancellation rules in Clause 10 apply, including the Cancellation Charge where the Agreement ends within your Minimum Period.

6.4 Security. We cannot guarantee the security of the internet, and we strongly recommend that you use appropriate security measures such as firewalls and anti-virus software. Use of the Data Services is at your own risk. You are responsible for keeping any usernames and passwords secure and confidential, must not attempt to change any username we allocate, and must tell us immediately if you think any username or password has become known to anyone else.

6.5 Speeds and performance

6.5.1 We do not guarantee any particular speed. The speeds shown for your package are estimates, and your Order and Contract Summary set out the speed information we are required to give you, including the estimated minimum, normally available and maximum download speeds. All speeds under this Agreement are measured at the Router (or, where no Router is supplied, at the NTE under Clause 6.10.2) over a wired Ethernet connection to a single suitable device using our test method. That is the only point at which speed is measured or supported under this Agreement.

6.5.2 We give no guarantee or commitment of any kind about speed or performance over Wi-Fi. Wireless performance depends on factors outside our control, including the construction and layout of the Premises, distance from the Router, interference, the number of connected devices and the capabilities of your own devices. A lower speed over Wi-Fi than at the Router is not a fault and does not entitle you to any remedy.

6.5.3 If you report a speed issue, you must first run a wired speed test at the Router following our instructions and provide the results to us. We are not obliged to investigate a speed issue until you have done so. If the wired speed at the Router is at or above the estimated minimum download speed shown in your Order, the Services are performing as required under this Agreement.

6.5.4 If the wired speed at the Router is persistently and significantly below the speed information in your Order, you must tell us and give us a reasonable opportunity to investigate and, where the cause is within our Network, to put it right. We do not offer any contractual speed guarantee, service level or compensation in relation to speed. Your statutory rights as a consumer in relation to services that do not match their description are not affected (Clause 15.3).

6.5.5 We are not responsible for slow performance caused by matters beyond our Network, including the websites, services and servers you connect to, virtual private networks, and general internet congestion.

6.6 Voice fair use

6.6.1 Inclusive and unlimited call allowances are provided for your personal, residential use. They must not be used for business purposes, telemarketing, call centres, auto-diallers or automated calling, continuous call forwarding, resale, or to generate revenue from calls.

6.6.2 Use of more than 1,000 inclusive minutes in a month, or individual calls exceeding 60 minutes, may indicate non-residential use. We may charge standard rates for usage beyond these levels, move you to a tariff matching your usage under Clause 4.11, or, where your use breaches Clause 6.6.1, suspend or end the Voice Services on notice, or immediately in cases of fraud or artificial traffic.

6.7 The Equipment

6.7.1 Unless your Order states that you do not require a Router from us, we will provide you with the Equipment described on the Website for use with the Services, and will continue to provide it for as long as you receive the Services, subject to Clause 6.8.

6.7.2 The Equipment, including the Router, is and remains the property of Rocket Fibre at all times. Ownership of the Equipment does not pass to you at any time. We may

repair, replace or alter the Equipment from time to time, and you agree to give us reasonable access to the Premises and to follow our reasonable instructions for that purpose, including where we send you replacement equipment.

6.7.3 At the end of this Agreement, however it ends, you must return the Router to us within fourteen (14) days, together with its power supply, cables and other contents and its original box, packaged securely and in accordance with our instructions, at your cost. If you do not return the Router within fourteen (14) days, we will charge you a non-return charge of £110 (including VAT). If the Router is returned incomplete, or damaged beyond fair wear and tear, we will charge you the reasonable cost of the missing items or of repair, up to a maximum of £50 (including VAT). If the Router is returned damaged beyond economical repair, it will be treated as not returned and the £110 non-return charge will apply instead.

6.7.4 Where the Order provides for you to pay a one-off Router fee instead of a monthly Router rental, that fee is a single advance rental payment covering your use of the Router for the duration of this Agreement, however long it continues. It is not a purchase, and ownership of the Router remains with Rocket Fibre at all times. If we replace the Router under Clause 6.8.4, the replacement is covered by the same fee and no further one-off fee is payable. The one-off Router fee is not refundable, except where you cancel during the Cooling Off Period and return the Router in accordance with Clause 10.4, in which case it will be refunded in full.

6.8 Looking after the Equipment

6.8.1 You must keep the Equipment at the Premises and under your control, use it only to connect to the Network, follow the manufacturer's and our reasonable instructions, and not sell, lend, hire out or part with it, use it as security, tamper with, disassemble, modify, misuse, neglect or damage it, or remove or alter any labels on it.

6.8.2 You are responsible for loss of or damage to the Equipment caused by you or anyone at the Premises, or by theft while it is in your care, except for fair wear and tear and manufacturing faults. You must tell us immediately by contacting Customer Services if the Equipment is lost, stolen or damaged, or if you become aware of any unauthorised use of the Services.

6.8.3 If you breach this Clause 6.8, we may suspend or end the Services.

6.8.4 If the Equipment is faulty, report it promptly to Customer Services. If we agree that it is faulty, we will repair or replace it at no charge to you, except where the fault was caused by you or anyone at the Premises in breach of this Clause 6.8, in which case we may charge you the reasonable cost of repair or replacement.

6.9 Activation Services and engineer visits

6.9.1 If your Order includes Activation Services, we will contact you to arrange and agree a date and time for an engineer to visit the Premises. You must ensure that someone aged 18 or over is present throughout the visit.

6.9.2 You must give us at least 24 hours' notice if you need to cancel or rearrange an agreed appointment. If you do not, or if no one aged 18 or over is present, or the engineer cannot obtain access, we may charge you a missed appointment charge of £120 (including VAT). If we cancel or miss an appointment, you will not be charged.

6.9.3 The Activation Charge is payable in accordance with Clause 4.

6.9.4 You must give us, and the Infrastructure Provider, reasonable access to the Premises in order to install and provide the Services. You are responsible for obtaining any permission needed from a landlord or any other third party, including where equipment must be placed on, or lines must cross, someone else's property. We are not obliged to install equipment or provide the Services until all necessary permissions are in place.

6.9.5 If the Infrastructure Provider tells us that additional work is needed to connect the Premises (for example, new ducting or an unusually long connection) and that additional charges apply, we will tell you the cost before the work is carried out. You may accept the cost, in which case it is payable in advance as part of the Activation Charge, or cancel your Order without charge. We are not obliged to carry out the work until you have accepted the cost.

6.9.6 Work you ask us to carry out that is not needed to provide the Services (for example, moving the NTE or the Router, additional wiring, or further engineer visits for your convenience) will be quoted and charged at the rates in the price list, and is payable in advance.

6.10 Your own equipment

6.10.1 You are responsible for any equipment of your own that you use with the Services, including its compatibility and interoperability with the Equipment. We are not liable for the performance or non-performance of your equipment, or for any loss or damage arising from the use of your equipment with the Equipment or the Services.

6.10.2 If you selected the option in your Order that you do not require a Router from us, we will not supply one, and you are responsible for providing, configuring and maintaining your own router, which must be compatible with the Network and configured in accordance with any settings we publish. You do so entirely at your own risk: we accept no responsibility or liability for your router, including its compatibility, configuration, performance or failure, or for any loss or interruption of the Services caused by it. We do not support your router in any way, and no service level commitment, speed guarantee or speed remedy of any kind applies to performance through it. Where no Router is supplied, the Services are measured at the NTE by a wired connection to a single suitable device; if the Services are available at the NTE, they are performing as required under this Agreement, and we are not obliged to investigate a fault until you have shown that the Services are unavailable at the NTE. Where an engineer attends and the fault is found to be in your router or its configuration, we will charge you the £120 visit charge under Clause 6.11.3. You may ask us to supply a Router at any time, subject to the charges in the price list.

6.10.3 If we have supplied a Router but you choose to connect a router of your own instead, Clause 6.10.2 applies in the same way, except that we may require you to reconnect our Router before we investigate any fault or speed issue, we will measure the Services only at our Router, and using your own router does not remove your obligation to return our Router under Clause 6.7.3.

6.11 Faults and Service Outages

6.11.1 If there is a fault in the Services or a Service Outage, you must report it promptly to Customer Services. Our responsibility for a fault runs from the time you report it,

and we will not be liable for any period before a fault is reported to us.

6.11.2 You must give us, and where relevant the Infrastructure Provider, the information and cooperation we reasonably request to diagnose the fault, including carrying out the checks we ask you to perform, and reasonable access to the Premises where a visit is needed. Any period during which we are waiting for information, cooperation or access from you does not count towards our response or repair times.

6.11.3 We are not responsible for faults caused by your own equipment or wiring, by a failure to keep the Equipment powered, by tampering, or by anything else within your control. Where an engineer attends and no fault is found, or the fault is found to be in your own equipment, router or wiring, or access is not provided, we will charge you a visit charge of £120 (including VAT). We will remind you of this charge when we arrange the visit.

6.11.4 A Service Outage means a total loss of the Data Services or the Voice Services at the NTE. Planned maintenance under Clause 11.4, periods during which the Equipment is not powered, and events outside our reasonable control are not Service Outages.

6.12 The Infrastructure Provider and the NTE

6.12.1 The Services are delivered over a fibre network owned and operated by an Infrastructure Provider, identified in your Order or on the Website. The NTE, including the optical network terminal (ONT) installed at the Premises, is and remains the property of the Infrastructure Provider at all times and never becomes yours.

6.12.2 You must not move, tamper with or damage the NTE or the fibre serving the Premises, must allow the Infrastructure Provider's engineers reasonable access to install, maintain, repair or recover their equipment, and will pay the reasonable cost of repair or replacement of any NTE or fibre damaged by you or anyone at the Premises.

6.12.3 We may change the Infrastructure Provider, the technology or the Equipment used to deliver the Services, including migrating your connection to a different network, provided the Services you receive are not materially reduced. Where this requires an engineer visit or replacement Equipment, you will give us reasonable access and cooperation, and Clause 6.7 applies to any replacement Equipment. A change under this Clause that does not materially reduce your Services is treated as a change with no negative effect on you for the purposes of Clause 19.3.

6.13 Changing your package

6.13.1 During the Minimum Period you may upgrade to a higher package at any time. You may not downgrade below the package in your original Order during the Minimum Period. Once the Minimum Period has ended, you may upgrade or downgrade.

6.13.2 A regrade charge of £12.50 (including VAT) applies to each upgrade or downgrade, and the new Monthly Fee applies from your next billing date.

6.13.3 A change of package does not change or restart your Minimum Period unless you expressly agree a new Minimum Period at the time.

6.14 IP addresses. IP addresses are allocated by us, remain ours, and may be changed or withdrawn where reasonably

necessary. Unless you purchase a static IP address as an Additional Service, your IP address is dynamic and may be shared with other customers (carrier-grade NAT). We do not guarantee that any IP address will be accepted by, or remain unblocked by, third-party services.

7. Acceptable use

7.1 Your use of the Data Services and the Website must comply with our Acceptable Use Policy ("AUP"), published on the Website. We may update the AUP under Clause 19.

7.2 There are no fixed monthly usage allowances on the Data Services, but if we reasonably believe your use breaches the AUP we may manage or limit your traffic, or suspend or end your access to the Data Services. We may also apply reasonable traffic management measures to protect the Network and other customers, for example during periods of exceptional demand or attack; details of any measures that could affect your service are published on the Website.

7.3 We will investigate suspected or alleged breaches of the AUP and will act reasonably and fairly in doing so. If you breach the AUP or this Agreement, we may issue a formal warning, suspend or end some or all of the Services, block the relevant use or component of the Services, and charge you our reasonable costs of investigating and dealing with the misuse.

7.4 Where we suspend access under this Clause 7, we may lift the suspension at our discretion once the cause has been put right.

7.5 You will not hold us or our third-party contractors responsible for the accuracy, reliability, availability or performance of resources accessed through the internet, which are outside our control and are not warranted or supported by us.

8. Using the Services

8.1 You must use the Services in accordance with the Agreement, the AUP, our reasonable instructions and all applicable laws. You are responsible for all use of the Services from the Premises, whether by you or by anyone else, and for any breaches of the Agreement that result.

8.2 You must not use the Services, or allow them to be used: for any unlawful, criminal or fraudulent purpose; to send, upload, download or store material that is defamatory, obscene, menacing, abusive, offensive or otherwise unlawful; to make hoax or nuisance calls or cause annoyance or needless anxiety; in a way that risks degrading the Services to other customers or puts our Network at risk; in a way that is not reasonably expected of residential use; in a way that may damage our reputation or bring us into disrepute; or in a way that infringes the rights of any other person.

8.3 The intellectual property rights in any software, content or materials we provide to you ("Rocket Fibre Materials") belong to us or our suppliers. We grant you a licence to use the Rocket Fibre Materials to receive and enjoy the Services. You must not copy, modify, publish or supply them to anyone else, except that you may keep one backup copy of any software.

9. The Website

9.1 You must use the Website only in accordance with the Agreement and applicable law. You are responsible for the content of anything you submit through the Website and for the use you make of information obtained from it. We may

suspend or withdraw access to the Website where its use would be unlawful.

10. Cancellation by you

10.1 You may end the Agreement in accordance with this Clause 10, Clause 13 or Clause 19.3.

10.2 Cooling off. If you ordered the Services online, by telephone or from an agent visiting your home, you have the right to cancel the Agreement for any reason within fourteen (14) days after the day the Agreement is made (the "Cooling Off Period"). We accept Orders on the day they are placed wherever possible, and your order confirmation will state the date your Agreement was made. This right does not affect your other legal rights.

10.3 You can cancel during the Cooling Off Period by making any clear statement to us, including via the portal, by email, by post to the address in Clause 21, or by using the model cancellation form supplied with your order confirmation.

10.4 If you cancel during the Cooling Off Period, you must return the Router, with its contents and original box, within fourteen (14) days of telling us you are cancelling, at your cost. If you do not, the charges in Clause 6.7.3 apply. We will refund any payments you have made, less any amounts due under Clause 10.5, within fourteen (14) days of your cancellation or, if later, of the day we receive the Router back.

10.5 Early activation. We will not activate the Services before the end of the Cooling Off Period unless you expressly request early activation when you place your Order, and we keep a record of that request. If you have requested early activation and you then cancel during the Cooling Off Period: (a) you must pay for the Services supplied up to the day you tell us you are cancelling, calculated as a daily proportion of the Monthly Fee; (b) where you requested Activation Services and the installation has been completed, the Activation Charge is payable and non-refundable: by requesting installation within the Cooling Off Period you acknowledge that once the installation has been fully performed, you lose the right to cancel in respect of the Activation Services; and (c) you must return the Router in accordance with Clause 10.4. Apart from the amounts in this Clause, cancellation during the Cooling Off Period costs you nothing and no Cancellation Charge applies. If you do not request early activation, we will not activate the Services until the Cooling Off Period has ended, your Target Activation Date will be set accordingly, and you may cancel free of charge at any time before activation.

10.6 After the Cooling Off Period

10.6.1 You can end the Agreement by notifying Customer Services through the cancellation process on the portal, by email, or by post to the address in Clause 21. To protect your account we will verify your identity, including through security questions, and will only act on instructions from, or authorised by, the account holder named in the Order.

10.6.2 Cancellation takes effect on the Effective Cancellation Date, which is thirty (30) days after we receive your notice, and you must pay the Charges up to that date. If the Effective Cancellation Date falls before the end of your Minimum Period, you must also pay the Cancellation Charge, calculated from the Effective Cancellation Date to the end of the Minimum Period.

10.6.3 If you change your mind after giving notice, you can withdraw your cancellation, without charge and without interruption to the Services, by contacting Customer Services up to fifteen (15) days before the termination date.

10.6.4 If you cancel after the Cooling Off Period but before the Activation Date, we may charge you the costs we have incurred with the Infrastructure Provider for your order and installation, as set out in the price list, and the Activation Charge if the installation has been completed.

10.6.5 If you cancel one Service (for example the Voice Services) but keep another during the Minimum Period, the Cancellation Charge applies to the Monthly Fee for the cancelled Service for the remainder of the Minimum Period, and any Combined Services or bundle discount on the remaining Service ends from the same date.

10.7 Switching to another provider. If you switch your broadband or landline services to another provider using the One Touch Switch process, you do not need to contact us: your new provider manages the switch. We will send you the switching information required by Ofcom's rules, including any Cancellation Charge that applies. The Agreement ends in respect of the switched Services on the switch date, you pay the Charges up to the switch date and no notice period beyond it, and the Cancellation Charge applies from the switch date if that date falls within your Minimum Period.

10.8 Bereavement. If the account holder dies, the person dealing with their affairs may end the Agreement without any Cancellation Charge by contacting Customer Services and providing reasonable evidence. Charges accrued up to the date the Agreement ends remain payable.

11. Suspension of the Services by us

11.1 We may suspend some or all of the Services immediately if: you are in material breach of the Agreement or the AUP; payment is overdue as set out in Clause 4.6; we are required to do so by law, a court, a regulator or another competent authority; or suspension is reasonably necessary to protect the Network, our staff or other customers, including in cases of suspected fraud or abuse. Where practical, we will notify you first and give you the opportunity to put the matter right.

11.2 Charges continue to accrue during any suspension caused by your acts or omissions. We will not restore the Services until the cause of the suspension has been resolved and, where the suspension was for non-payment, all overdue sums (including any late payment fee) have been paid in full.

11.3 Suspension does not end the Agreement, and the Cancellation Charge does not become payable on suspension. It becomes payable only if the Agreement is ended during the Minimum Period in accordance with these Terms.

11.4 We may temporarily suspend the Services for maintenance, repairs or upgrades, and will give you as much notice as is reasonably possible. Planned maintenance is not a fault or a Service Outage.

12. Termination of the Agreement by us

12.1 We may end the Agreement immediately by giving you notice by email if:

12.1.1 you breach the Agreement and, where the breach is capable of remedy, fail to remedy it within fifteen (15) days of our written request, including where you fail to pay as set out in Clause 4.7;

12.1.2 you have a statutory demand or bankruptcy petition issued against you, are declared bankrupt, propose or enter into an individual voluntary arrangement or any

composition or arrangement with your creditors, or anything similar happens;

12.1.3 we reasonably believe that you, or anyone at the Premises, has committed or may be committing fraud against us or any other person or organisation, whether or not by using the Services or the Equipment;

12.1.4 you, or anyone you authorise to deal with us on your behalf, is abusive or threatening towards our staff or agents, or acts in a way we reasonably consider inappropriate;

12.1.5 a legal or regulatory change affects our ability to continue offering the Services, or we cease to hold any permission, licence or authorisation necessary for the operation of the Network or the provision of the Services;

12.1.6 we have reasonable grounds to suspect an unacceptable credit risk to us in connection with your account, we have asked you for an explanation, and you have not provided a satisfactory one; or

12.1.7 an event outside our reasonable control under Clause 16.5 continues for more than three (3) months.

12.2 Our ability to provide the Services depends on companies that provide services to us, including the Infrastructure Provider. If any underlying supply arrangement ends for any reason, we may end the Agreement on reasonable notice without liability to you, and no Cancellation Charge will apply.

12.3 We may also end the Agreement at any time for any other reason by giving you at least thirty (30) days' notice. If we do, no Cancellation Charge applies and we will refund any Charges you have paid for any period after the Agreement ends.

13. Termination of the Agreement by you (for our default)

13.1 You may end the Agreement immediately by giving us notice in writing if: we commit a material breach of the Agreement and, where the breach is capable of remedy, fail to remedy it within fifteen (15) days of your written request; or we become insolvent, enter administration or liquidation, have a receiver appointed over our assets, make an arrangement with our creditors, cease to carry on business, or anything similar happens.

13.2 You may also end the Agreement under Clause 10 or Clause 19.3.

14. What happens when the Agreement ends

14.1 When the Agreement ends for any reason: your connection to the Network will be disconnected; all outstanding Charges become payable immediately and, where we hold your payment details, you authorise us to collect them, except any amount under an open billing dispute under Clause 4.13; you must return the Router in accordance with Clause 6.7.3; and we will repay any deposit we hold after settling any debt you owe us.

14.2 If the Agreement ends during the Minimum Period, you must also pay the Cancellation Charge, unless the Agreement ends under Clause 10.2, 10.8, 13.1 or 19.3, or we end it under Clause 12.1.5, 12.1.7, 12.2 or 12.3.

14.3 Any provision of the Agreement which by its nature should continue after termination (including Clauses 4, 6.7.3, 14, 16, 18 and 22) survives the end of the Agreement.

15. Our service promise and your statutory rights

15.1 We will provide the Services with reasonable skill and care, within a reasonable time and substantially as described in the Agreement.

15.2 We do not promise that the Services will be continuous or fault-free, but we will use reasonable skill and care to provide and maintain them.

15.3 Except as set out in the Agreement, we give no other promises or warranties about the Services, and any conditions, warranties or other terms implied by statute or common law that can lawfully be excluded are excluded. Nothing in the Agreement affects your legal rights as a consumer that cannot be excluded or restricted by contract, including your rights under the Consumer Rights Act 2015 to have services performed with reasonable care and skill. For advice about your legal rights, you can contact Citizens Advice (www.citizensadvice.org.uk).

16. Our liability to you

16.1 Nothing in the Agreement excludes or limits our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be excluded or limited by law.

16.2 Subject to Clause 16.1, we will not be liable to you for: loss or damage that was not a reasonably foreseeable result of our breach of the Agreement or our negligence (loss or damage is reasonably foreseeable if it is obvious that it will happen, or if, at the time the Agreement was made, both you and we knew that it might happen); any business losses, including loss of profits, revenue, contracts, anticipated savings or business opportunity, where you use the Premises or the Services in part for business or commercial purposes; loss or corruption of data, or loss or damage caused by viruses or other harmful material, except to the extent caused by our failure to use reasonable skill and care; or charges you incur with another communications provider by diverting your telephone or internet traffic during a failure of the Services or the Equipment.

16.3 Subject to Clauses 16.1 and 16.2, our total liability to you under or in connection with the Agreement, whether arising from breach of contract, negligence or otherwise, is limited: (a) for direct physical damage to your property caused by our negligence, to £100,000; and (b) for all other liability, to a sum equal to the Charges paid or payable by you under the Agreement in the 12-month period in which the liability arises (or, during the first 12 months of the Agreement, the Charges payable in that first 12 months).

16.4 We are not responsible for the content of any material accessed through the Services, which is provided by others, and we may block access to material at our reasonable discretion, including where required by law.

16.5 Events outside our control. We will not be liable for any failure or delay in providing the Services caused by an event outside our reasonable control, including any failure or delay by the Infrastructure Provider or another supplier where no reasonable alternative is available to us at reasonable cost, power failures, severe weather, flood, fire, accident, damage to networks or infrastructure by third parties, industrial action, and legal or regulatory restrictions. Each of us is excused from performing our obligations (other than payment obligations for Services already provided) for as long as such an event continues.

16.6 This Clause 16 does not affect the rights described in Clause 15.3.

17. Compensation for loss of service

17.1 This Clause sets out the only compensation we offer under this Agreement for loss of the Services. It does not affect your statutory rights as a consumer (Clause 15.3).

17.2 You may claim a service credit if there is a total loss of the Data Services or the Voice Services caused by a fault within our own core network and systems (the Rocket Fibre network), as distinct from the Infrastructure Provider's network described in Clause 6.12, and the loss continues for more than 72 hours from the time you report it to Customer Services under Clause 6.11.

17.3 The service credit is calculated per day: your Monthly Fee divided by 30, multiplied by the number of full days the outage continues after the first 72 hours. For example, if your Monthly Fee is £30 and the Services remain down for four full days after the first 72 hours, the credit is £4. Credits are applied to your account against future Charges and are not paid in cash.

17.4 No compensation or service credit is payable where the loss of service is caused by, or occurs on, the Infrastructure Provider's network, including the fibre, cabinets, exchange equipment and NTE serving the Premises. That network is owned and operated by a third party, not by us. We will tell you when a fault is on the Infrastructure Provider's network, and we will pursue its repair with them on your behalf.

17.5 No compensation or service credit is payable for: partial or intermittent service, slow speeds or Wi-Fi performance (Clause 6.5); planned maintenance (Clause 11.4); loss of power at the Premises or Equipment that is switched off (Clause 5.1); faults in your own equipment, wiring or router (Clause 6.10); any period before you reported the fault, or during which we were waiting for your cooperation or access (Clause 6.11); suspension for non-payment or breach (Clause 11); events outside our reasonable control (Clause 16.5); or delayed activation or missed appointments.

17.6 To claim a service credit, open a ticket with Customer Services through the portal within 30 days of the Services being restored. We will confirm which network the fault was on and apply any credit due to your next bill.

18. Your liability to us

18.1 You will compensate us for the reasonable costs, losses and liabilities (including reasonable legal costs) that we directly suffer or incur as a result of any breach of the Agreement by you, or any misuse of the Services or the Equipment by you or by anyone you allow to use them. This does not apply to the extent that the cost, loss or liability is caused by us.

19. Pricing and changes to the Agreement

19.1 Your Monthly Fee is fixed for your Minimum Period. We will not increase it during the Minimum Period, and we do not make inflation-linked or percentage-based price increases at any time.

19.2 After your Minimum Period ends, this Agreement continues and your Monthly Fee stays the same, unless and until it changes under Clause 19.3, you change your package under Clause 6.13, or you agree a new package or Minimum Period with us. A new Minimum Period starts only when you expressly agree one with us.

19.3 If we decide to increase your Monthly Fee, or to make any other change to these Terms, the Services or our charges that is not exclusively to your benefit, not purely administrative with no negative effect on you, and not directly required by law or regulation, we will give you at least thirty (30) days' notice by email. You may accept the change, or end this Agreement (or the affected Services) without paying any Cancellation Charge by telling us within thirty (30) days of our notice. If you continue to use the Services after the change takes effect, you will be treated as having accepted it.

19.4 Except as set out in this Clause 19, no variation of the Agreement is valid unless recorded in writing and agreed by both of us.

20. Complaints and dispute resolution

20.1 Details of our complaints process are set out in our Complaints Code of Practice, available at www.rocket-fibre.co.uk or on request from Customer Services.

20.2 If your complaint has not been resolved to your satisfaction within six (6) weeks of you first raising it with us, or if we send you a letter confirming that we are unable to resolve it, you may refer it free of charge to the Communications Ombudsman, the independent alternative dispute resolution scheme of which we are a member, at www.commsombudsman.org. Their contact details are also set out in our Complaints Code of Practice.

21. Contacting us and notices

21.1 You can contact Customer Services: by telephone on the number shown on the Website and in our Code of Practice; by email as shown on the "Contact Us" page of the Website; through the portal; or by post to Rocket Fibre Ltd, Unit 5 Perth House, Corby Gate Business Park, Corby, Northamptonshire, NN17 5JG.

21.2 We will send notices under the Agreement, including bills, service notices and notices of changes, to the email address used for your billing as shown on your account, and a notice is treated as received one day after sending. You are responsible for keeping that email address up to date.

22. General

22.1 Nothing in the Agreement creates a partnership, association, joint venture, employment or agency relationship between you and us, and you may not make representations or commitments on our behalf.

22.2 The Agreement is personal to you, and you may not transfer your rights or obligations under it without our prior written consent. We may transfer the Agreement, or any of our rights and obligations under it, at any time, including to a group company or to a purchaser of our business, provided the transfer does not reduce your rights under the Agreement or increase what you pay. Payment requests and invoices will clearly state which company is responsible for providing the Services.

22.3 If any provision of the Agreement is held by a court or authority to be invalid or unenforceable, the remainder of the Agreement remains in force.

22.4 If either of us does not enforce a right under the Agreement, that does not prevent that right from being enforced later.

22.5 The Agreement is the entire agreement between you and us in relation to the Services. Nothing in this Clause limits or

excludes any liability for fraud, and nothing in it excludes anything said to you before you entered into the Agreement which the Consumer Rights Act 2015 treats as a term of the Agreement.

22.6 The Agreement does not create any rights or benefits for any person other than you and us, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

22.7 The Agreement is governed by the law of England and Wales. You can bring legal proceedings in the courts of England and Wales or, if you live in Scotland or Northern Ireland, in the courts of the country where you live, and we can bring proceedings against you in the courts of the country where you live.

Glossary

Activation Charge The one-off charge for connecting or installing the Services, as set out in the Order or the price list.

Activation Date The date on which the Services are first made available to you at the Premises.

Activation Services The installation service described on the Website, where selected in your Order.

Additional Services Supplementary services and features we provide in connection with the Services (for example, a static IP address), as set out in the Order or the price list.

Agreement The agreement between you and us described in Clause 1.2.

AUP Our Acceptable Use Policy published on the Website, as updated from time to time in accordance with Clause 19.

Business Day Any day other than a Saturday, a Sunday or a public holiday in England and Wales.

Call Charges The charges for calls made using the Voice Services, at the rates published on the Website.

Cancellation Charge An amount equal to the Monthly Fees that would have been payable from the date the Agreement ends to the end of the Minimum Period, including VAT. It does not include Call Charges or other usage charges.

Charges All amounts payable by you under the Agreement, including the Monthly Fee, the Activation Charge, Call Charges, the Cancellation Charge, late payment fees, non-return and damage charges for Equipment, missed appointment and visit charges, regrade charges, chargeback fees and any other charges set out in these Terms, the Order or the price list.

Combined Services Data Services and Voice Services provided together.

Contract Summary and Contract Information The pre-contract summary and information documents we provide to you before you place your Order, as required by Ofcom's rules.

Cooling Off Period The 14-day period described in Clause 10.2.

Customer Services Our customer care team, whose contact details are in Clause 21, on the Website and in the Code of Practice.

Data Services The broadband internet and data services described on the Website, including the features and functionality of your chosen package.

Effective Cancellation Date The date described in Clause 10.6.2.

Effective Date The date on which we accept your Order.

Equipment The equipment we loan to you for use with the Services, including the Router where one is supplied. The Equipment remains our property at all times and must be returned to us when the Agreement ends.

Infrastructure Provider The operator of the fibre network over which the Services are delivered at the Premises, as identified in your Order or on the Website.

Minimum Period The minimum contract period stated in your Order, which runs from the Activation Date.

Monthly Fee The monthly charge for your chosen package, as stated in your Order.

Network The network used to provide the Services, comprising our own core network and systems (the Rocket Fibre network) and the Infrastructure Provider's network over which the Services are delivered to the Premises.

NTE The network terminating equipment installed at the Premises by or for the Infrastructure Provider, including the optical network terminal (ONT). The NTE remains the property of the Infrastructure Provider at all times.

Order The order you place with us for the supply of the Services.

Premises The address stated in your Order at which we agree to provide the Services.

Privacy Policy Our privacy policy published on the Website, as updated from time to time.

Router The router we supply to you as part of the Equipment, where your Order includes one.

Service Outage A total loss of the Data Services or the Voice Services at the NTE, as described in Clause 6.11.4.

Services The services we provide to you under the Agreement, being the Data Services, the Voice Services, the Combined Services and any Additional Services set out in your Order.

Target Activation Date The estimated activation date stated in our order confirmation.

Voice Services The voice and telephone services described on the Website, including the features and functionality of your chosen package.

Website www.rocket-fibre.co.uk, including the customer portal.