



# General Terms and Conditions: Ogi Home Services

Dated: 01.04.2022

These terms and conditions set out the agreement between you and us for the provision of your residential Ogi Broadband Services or Ogi Alt Broadband Services, as applicable. These terms and conditions also apply to the provision of Ogi Voice Services, where you have also signed up for our Ogi Voice Service.

Your use of the Services is governed by these terms and conditions. Please read these terms and conditions carefully as they contain important information.

## 1. Definitions

**“Acceptable Use Policy”** or **“AUP”** means the Ogi acceptable use policy, relating to the use of Services as modified from time to time.

**“Agreement”** means these terms and conditions, the Order Form, the Acceptable Use Policy, and the Ogi Privacy Policy when taken together, which in the case of conflict rank in the order of precedence listed above.

**“Business Day”** means 08:00-18:00 Monday through Friday excluding public holidays in England and Wales.

**“Commencement Date”** means the date on which we accept your Order Form.

**“Confidential Information”** means all information disclosed by us or you to the other party, whether before or after the Commencement Date, that the recipient should reasonably understand to be confidential, including: (i) for you, all information transmitted to or from the Services (including software and manuals), (ii) for us, unpublished prices and other terms of service, audit and security reports, product development plans, solution diagrams, data centre designs, and other proprietary information or technology, and (iii) for both parties, information that is marked or otherwise conspicuously designated as confidential.

Information that is independently developed by either party, without reference to the other's Confidential Information, or that becomes available to either party other than



through breach of the Agreement or applicable law, shall not be "Confidential Information" of the other party.

**"the Consumer Pricing Index (CPI)"** mean the consumer pricing index rate, which is a measure of consumer price inflation produced to international standards and in line with European regulations.

**"Contract Term"** means the minimum service period of 12 or 24 months, as set out in the Order Form and beginning on the Operational Service Date.

**"Customer"** means the person, group of persons or other entity whose name and address are set out in the Order Form.

**"Customer Information"** means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) published or otherwise made available (directly or indirectly) by or on behalf of the Customer by using the Services.

**"Equipment"** means equipment detailed in Appendix 1 if you receive the Ogi Broadband Service or Appendix 2 if you receive the Ogi Alt Broadband Service and, in addition, where you have elected to receive Ogi Voice Services detailed in Appendix 3, provided to you by us for the provision of the Services. Ogi

**"Ogi"** means any or all of the following entities:

Spectrum Fibre Limited T/A Ogi, incorporated and registered in England & Wales with company number 12883320 whose registered office is Hodge House, 114-116, St. Mary Street, Cardiff, CF10 1DY. VAT Reg 377 9433 45.

Spectrum Internet Limited T/A Ogi, incorporated and registered in England & Wales with company number 07849485, whose registered office is Hodge House, 114-116 St. Mary Street, Cardiff, CF10 1DY. VAT Reg 126873689.

Ogi Networks Limited T/A Ogi, incorporated and registered in England & Wales with company number 03625793, whose registered office is at Hodge House, 114-116 St. Mary Street, Cardiff, CF10 1DY. VAT Reg 713629048.

**"Ogi Alt Broadband Service"** means the provision of a broadband service by us to you via the Openreach network, as described in Appendix 2.

**"Ogi Broadband Services"** means the provision of a broadband service by us to you using our full fibre network as described in Appendix 1.



**“Ogi Privacy Policy”** means the Ogi [privacy policy](#), available as modified from time to time

**“Ogi Voice Services”** means the provision of a voice over internet service by us to you as described in Appendix 3.

**“Operational Service Date”** means the date when a Service is first made available for use by the Customer.

**“Order Form”** means the form for the supply by us of the Services completed by, or in accordance with an order from, you.

**“Price Guide”** means the prices relating to the Services set out on our website, as amended from time to time.

**“Services”** means the Ogi Broadband Services or the Ogi Alt Broadband Services and, where applicable, the Ogi Voice Services, as set out in the Order Form.

**“Software”** means any software provided by us to enable you to access or use the Services.

**“Spectrum Fibre Group Company”** means a Spectrum Fibre Ltd subsidiary or holding company, or a subsidiary of that holding company, all as defined by section 1159 of the Companies Act 2006.

**“Us”** or **“We”** means Ogi and references to ‘our’ should be construed accordingly.

**“You”** means the Customer and references to ‘your’ should be construed accordingly.

## **2. Commencement**

2.1 This Agreement sets out the general terms and conditions of supply upon which we supply Services to you.

2.2 This Agreement shall take effect from the date the Order Form is accepted by us via Our Sales Channels or otherwise in writing and shall continue in force unless and until terminated in accordance with its terms.

## **3. The Service Period**

3.1 Except where specified otherwise in the Order Form, the Services will be provided for the Contract Term.

- 3.2 We will contact you around a month before the end of the Contract Term to let you know that the Contract Term is due to expire. If you don't subscribe to a new agreement with us or terminate the Agreement, the Services will continue to be provided under terms of this Agreement. We will then get in touch with you at least once every year to let you know about the best Ogi prices available to you in your area.

#### **4. Our Obligations**

- 4.1 We will provide the Services in accordance with the applicable Appendices to this Agreement and any other specifications in this Agreement. If you are an Ogi Broadband Service Customer, Appendix 1 is applicable. If you are an Ogi Alt Broadband Customer, Appendix 2 is applicable. In addition, if you are an Ogi Voice Customer, Appendix 3 will be applicable.
- 4.2 We will use reasonable endeavours to provide the Services in the time frame given to you. All dates are estimates and we will use reasonable endeavours to update you with any changes to any expected operational date for the Services. We have no liability for any failure to meet any date.
- 4.3 We aim to provide an uninterrupted service but from time-to-time faults may occur. We will use reasonable efforts to repair any faults in accordance with the provisions of Appendices 1, 2 and 3, as applicable.
- 4.4 We will provide all Services to you in accordance with applicable law.

#### **5. Your Obligations**

- 5.1 You must take reasonable security precautions in connection with your use of the Services.
- 5.2 You shall not at any time attempt to circumvent any system security or attempt unauthorised access to any element of the Services.
- 5.3 You warrant that the Customer Information is, and will remain, accurate and will not include any information or material, any part of which, or the accessing or use of which would be a criminal offence or otherwise unlawful. In particular, you warrant that all necessary licenses and consents (including but not limited to those from owners of copyrights or performing rights) have been obtained. In addition, you confirm that you

have the permission from the homeowner or landlord of the property in which the Services are to be provided for us and our installation partners to install, operate and maintain the Equipment.

- 5.4 You must not use the Services or allow the Services to be used in a way that does not comply with the terms of any legislation or any license applicable to you or that is in any way unlawful.
- 5.5 You shall comply with any reasonable instructions received from us in relation to the Services or the Equipment which we have issued for reasons of health and safety or to protect the quality of the Services provided to you or any other customer.
- 5.6 You shall take reasonable care of the Equipment and shall comply with any instructions for its maintenance and use set out in Appendices 1, 2 and 3, as applicable. You shall reimburse us for any loss of or damage to any Equipment caused by your failure to comply with the requirements of this clause 5.6 or the applicable appendices.

## **6. Changes to this Agreement**

- 6.1 We may adjust the amount you pay per month for your plan according to the Consumer Price Index (CPI)+3.9%. This reflects the increase in the costs to run and invest in the network and service that we provide. The Consumer Pricing Index rate is announced in January each year and we will reserve the right to adjust your payments by this amount (CPI+3.9%) from 1st April of the same year.
- 6.2 We may increase the amount payable by you for any Services by giving you one months' notice in writing, with such notice period to end on or after the expiry of the Contract Term. If you object to such increase, you may exercise your right to terminate this Agreement in accordance with clause 11.3. If you notify us that you are terminating the Agreement before the expiry of the One Months' notice we have given you, we will not increase the amount payable to you prior to the termination of the Agreement.
- 6.3 We reserve the right to modify the terms and conditions of this Agreement. Where this happens, we will notify you in advance before the changes to the terms and conditions take effect. The reasons we may make changes include, but are not limited to;
  - (a) complying with any legal or regulatory obligation, decision or request;

- (b) changing the conditions relating to a Service in order to reflect contractual changes imposed upon us by our Suppliers;
- (c) introducing new products, improved Service features, variations that are necessary by virtue of any new law or regulation or as required by any regulator or other competent authority;
- (d) introducing process changes (including changes to the Acceptable Use Policy), provided that they are not to your detriment;
- (e) maintaining the integrity or security of the Service or any network;
- (f) improving clarity, or making corrections to typographical errors;
- (g) changing the processes and procedures detailed in any applicable Appendix.

6.4 We will endeavour to notify you of any change at least 30 calendar days before it happens, save where our compliance with any legal or regulatory obligation requires a shorter period of notice or no notice.

6.5 In respect of changes to this Agreement made under clause 6.3, such changes shall not require a new Agreement to be signed by you and us and shall take effect at the expiration of any notice which may be provided by clause 6.4, or immediately where no notice is given.

6.6 We may from time to time make test or trial services and/or promotional offers (“Offers”) available to you. Such Offers may be subject to specific terms and conditions (“Promotional Terms and Conditions”). Promotional Terms and Conditions may require a variation to this Agreement in which case you will be deemed to have accepted such variation upon your acceptance of the Offer. Unless otherwise stated in the Promotional Terms and Conditions, an Offer may be amended or withdrawn by us at any time and without notice. For the avoidance of doubt, we are not obliged to include you in any Offer made to other customers. Unless expressly permitted under the terms of a specific promotional offer, current and former customers, under the same or any other identity, are ineligible for any promotional offer reserved for new customers.

## **7. Charges**

- 7.1 Except where otherwise set out in this Agreement, all charges and other sums due from you in respect of the Services shall be set out in the Order Form and the Price Guide. The installation fees and monthly charges applicable to you under this Agreement will vary depending on the duration of your Agreement with us and are set out in the Order Form and Price Guide.
- 7.2 If you have taken the Ogi Voice Services, variable charges arising from this service will appear on your monthly bill.
- 7.3 Charging will begin on the Operational Service Date or as otherwise set out in the Order Form.
- 7.4 You must pay the charges (without any set off or deduction of any kind) as set out in your monthly bill on a monthly basis as stated in the Order Form, or if none are stated, the Price Guide. Where payment is not made in accordance with these terms, we may charge late payment fees as listed on our Price Guide.

## **8. Billing**

- 8.1 Your bill will be sent to your e-mail address (unless you've asked for a paper bill, at an additional cost) and will include all the charges incurred in the period, including your broadband costs and, where applicable, any Ogi Voice Service fees.
- 8.2 Our bills will cover a period of 1 month, except for your first bill, which will cover the period from your activation date to the end of the following month.
- 8.3 The amount of each bill will be debited from your nominated account via direct debit on or around the date specified on your bill.
- 8.4 Any discounts will be shown on your bill with a description, and we will also explain if it is a one-off or recurring discount.
- 8.5 If you are concerned about your bill, contact Customer Care at [customer.care@ogji.wales](mailto:customer.care@ogji.wales) or 029 2002 0550. For help to understand your bill please go to [www.ogji.wales/customers/](http://www.ogji.wales/customers/)

## **9. Distance Selling and Your Rights to Cancel**

- 9.1 You have the right to cancel the Agreement within 14 days of the Commencement Date without giving any reason, in accordance with the Consumer Contracts Regulations 2013.
- 9.2 To exercise the right to cancel, you must inform us of your decision in a clear statement, either call on 029 2002 0520, or email to [sales@ogi.wales](mailto:sales@ogi.wales) or by post to Ogi, Hodge House, 114-116 St. Mary St, Cardiff, CF10 1DY. You can also cancel by filling out the [form on our website](#).
- 9.3 We will not commence delivery of the Service until after the 14-day cancellation period has expired. Estimated lead times are calculated from the end of this 14-day period. However, you may request early supply of the Service during the order process and if you request such early supply, we will commence delivery of the Services during the 14-day cancellation period.
- 9.4 If after the early supply of the Services as requested by you, you exercise your right to cancel the Agreement, we will charge you for the Services that have been consumed up to the date you communicate to us your cancellation of this Agreement and for installation costs that we have incurred. Details of installation costs can be found in the Price Guide.

## 10. Suspension

- 10.1 We may suspend the Services without liability to you if:
- (a) we reasonably believe that the Services are being used in breach of this Agreement;
  - (b) you do not cooperate with our reasonable investigation of any suspected violation of this Agreement;
  - (c) there is an attack on the Services, or the Services are accessed or manipulated by a third party without your consent;
  - (d) we do not receive payment from you in accordance with the Agreement;
  - (e) we are required by law or a regulatory or government body to suspend the Services;
  - (f) you are in breach of our Acceptable Usage Policy; or



(g) there is another event for which we reasonably believe that the suspension of the Services is necessary to protect the Ogi network or our other customers.

- 10.2 We will give advance notice of any suspension under this clause of at least two (2) Business Days unless we determine in our reasonable commercial judgement that a suspension on shorter or contemporaneous notice is necessary to protect our systems or our other customers from imminent and significant operational, legal or security risk.
- 10.3 During any period of suspension, you agree to continue to pay and to remain liable for all charges pursuant to the Agreement. Only by giving notice to terminate in accordance with the terms of this Agreement and payment of any applicable termination fees, can such charges be avoided during suspension.
- 10.4 If we suspend the Services due to your breach of the AUP, non-receipt of payment or due to the Services becoming compromised due to your use of the Service, we reserve the right to charge a reconnection fee as per our Price Guide which must be paid in full prior to the Services being restored. The amount of such charges varies with the Service and where possible will be provided to you in advance of any suspension.
- 10.5 If we suspend the Services due to the Services becoming compromised as a result of systems owned or controlled by you or through your use of the Services, you must address the vulnerability prior to us lifting any such suspension. At your request, we may be able to perform this work for you at our standard hourly rates.

## **11. Termination**

- 11.1 This Agreement shall commence on the Commencement Date and shall continue in full force and effect until terminated by you or us in accordance with its terms.
- 11.2 We may terminate the Agreement for your breach if;
- (a) any or all information provided by you for the purposes of establishing the Services is materially inaccurate or incomplete;
  - (b) any individual signing the Agreement or Order Form did not have the legal authority to enter into the Agreement on behalf of you;
  - (c) the payment of any billed amount relating to the Services is overdue in line with the published late payment process on our website.

- (d) you fail to comply with any other obligation stated in the Agreement and, where the failure is capable of remedy, you do not remedy the failure within thirty (30) days of our written notice to you describing the failure and requiring you to remedy it;
- (e) you breach any provision of the Acceptable Use Policy more than once even if each breach is remediated; or
- (f) any other agreement you have with us for other services is terminated for breach of the acceptable use policy applicable to that service.

- 11.3 Either you or we may terminate the Agreement by giving one months' notice in writing to the other. If you want to terminate the Services, please email us at [customer.care@ogi.wales](mailto:customer.care@ogi.wales) or write to us at Ogi, Hodge House, 114-116 St. Mary St, Cardiff, CF10 1DY.
- 11.4 If you terminate the Agreement for any reason during the Contract Term, you must pay us a termination charge equating to 100% of the charges that would have been payable during the remainder of the Contract Term.
- 11.5 If there is a death in the family requiring a termination of the Service, the person acting on behalf of the Customer can terminate the Agreement at no cost and return any Equipment to us. They can also, provided that we agree, transfer Agreement to another person, on the same terms, and at no cost.

## **12. Moving House**

- 12.1 If you move house, you may be able to migrate your service over to a new address to minimise the hassle and loss of service to you. Our ability to do this will depend on where you're moving to, and the nature of your current service from us. You may be charged an installation fee for a new connection at your new address.
- 12.2 If you don't choose to take-up a new package from us or if we are not able to provide you with Service at your new property, our standard terms for termination will apply. Please see clause 11.

## **13. Limitation of Liability**

- 13.1 We are not liable in contract, tort (including negligence) or otherwise for loss whether direct or indirect of business, revenue or profits, anticipated savings or wasted

expenditure, corruption or destruction of data, loss of reputation or for any indirect or consequential loss resulting from your use of or inability to use the Services.

13.2 Nothing in this Agreement shall exclude either your or our liability for:

(a) personal injury or death caused by negligence; or

(b) any fraud or fraudulent misrepresentation.

13.3 You acknowledge that any Services supplied are intended for personal, non-commercial use only. The Services are therefore not suitable for use in any system where failure of such system could result in a situation that threatens the safety of human life. Any such use and subsequent liabilities that may arise from such use are totally your responsibility, and we exclude all our liability, whether in contract, tort or otherwise in relation to the same, subject to Clause 13.2

13.4 We may from time to time recommend third party software or other products and services for your consideration. We make no representation or warranty whatsoever regarding such products and services. Your use of any products and services not provided by us is governed by the terms of any agreement with the provider of those products and services and is at your sole risk. We are not responsible in any way for the third-party product's performance, features or failures.

## **14. Indemnification**

14.1 We will indemnify you against claims or legal proceedings brought against you by a third party, arising out of our actual or alleged negligence or breach of law. You will notify us of any such claims and will keep us informed as to the progress of such claims or proceedings.

14.2 Our liability under this indemnity is conditional on you discharging the following obligations:

14.2.1 If any third party makes a claim, or notifies an intention to make a claim, against you which may reasonably be considered likely to give rise to a liability under this indemnity (Claim), you shall:

(a) as soon as reasonably practicable, give written notice of the Claim to us, giving us reasonable details about the Claim;

- (b) not make any admission of liability, agreement or compromise in relation to the Claim without our prior written consent (such consent not to be unreasonably conditioned, withheld or delayed);
- (c) give us and our professional advisers access at reasonable times to any relevant assets, accounts, documents and records within your power or control, so as to enable us and our professional advisers to examine them and to take copies (at our expense) for the purpose of assessing the Claim; and
- (d) take such action as we may reasonably request to avoid, dispute, compromise or defend the Claim.

14.3 You will indemnify us, including our employees, agents and contractors against any claims or legal proceedings brought against us by a third party, arising out of your actual or alleged negligence, breach of law or a breach of the Acceptable Use Policy. We will notify you of any such claims and will keep you informed as to the progress of such claims or proceedings.

## **15. Intellectual Property**

15.1 You agree that, all copying, redistribution or publication of any material or information subject to any rights (including intellectual property rights) of a third party will be carried out by you (or on your behalf) in accordance with all relevant laws.

15.2 If we or any of our customers are faced with a credible claim that the Services infringe the intellectual property of a third party, and we are not reasonably able to obtain the right to use of the infringing element or modify the Services such that they do not infringe, then we may terminate the Services on reasonable notice of at least ninety (90) days and we will not have any liability on account of such termination except to refund amounts paid for Services not used at the time of termination.

15.3 Where we supply you with Software:

15.3.1 we grant you a non-exclusive, non-transferable license to use the Software to access the Services;

15.3.2 you will not, without our prior written consent, copy or (except as permitted by law) decompile or modify the Software, nor copy any manuals or documentation; and

15.3.3 you will sign any agreement reasonably required by the owner of the copyright in the Software to protect the owner's interest in that Software.

15.4 Each of you and we retain all rights, title and interest in and to their respective trade secrets, inventions, copyrights and other intellectual property. Any intellectual property developed by us during the performance of the Services shall belong to us, unless we have agreed with you in advance in writing that you shall have an interest in the intellectual property.

## **16. Confidential Information**

16.1 Subject to clause 16.2, each of you and we will keep in confidence any Confidential Information (whether written or oral) obtained from the other under or in connection with this Agreement and will not disclose that Confidential Information to any person (in the case of us, this excludes the employees of a Spectrum Fibre Group Company who need to know the information) without the written consent of the other party.

16.2 Clause 16.1 will not apply to:

- (a) any information which has been published other than through a breach of this Agreement;
- (b) information lawfully in the possession of the recipient before the disclosure under this Agreement took place;
- (c) information obtained from a third party who is free to disclose it;
- (d) information which a party is requested to disclose and if it did not could be required by law to do so. The disclosing party shall notify the other in writing of such disclosure.
- (e) information in response to a court order or other compulsory legal process, provided that each of us agrees to give the other written notice of at least seven days prior to disclosing Confidential Information under this clause (or prompt notice in advance of disclosure if seven days' notice is not reasonably feasible), unless the law forbids such notice. Where information has been disclosed without prior notice the disclosing party must notify the other party as soon as possible thereafter (to the extent permitted by law).

## **17. Matters Beyond our Reasonable Control**

17.1 Neither you nor we will be in breach of the Agreement if any failure to perform an obligation is due to an event beyond their control, such as significant failure of a part of the power grid, significant failure of the internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organised labour action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

## **18. Notices**

18.1 Notices given under this Agreement must be in writing and delivered by hand, or sent by prepaid post or electronic mail as follows:

- (a) to us at the address of our office shown on the Order Form or on your last bill or any alternative address that we notify you of;
- (b) to you at the address to which you have asked us to send bills, or the address of your premises.

## **19. Assignment**

19.1 Neither you nor we may assign or transfer any of our rights or obligations under this Agreement without the written consent of the other, except that we may assign or transfer our rights or obligations (or both) to a Spectrum Fibre Group Company without your consent.

19.2 We may use third party service providers to perform any or all parts of the Services, but we remain responsible to you under this Agreement for Services performed by our third-party providers to the same extent as if we had performed those services itself.

## **20. General**

20.1 Neither failure nor delay by either you or us in exercising any rights under the Agreement shall amount to a waiver of any such right or operate so as to bar the exercise or enforcement of such right at any time in the future.

20.2 If any provision of this Agreement is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision omitted.

## **21. Disputes, Jurisdiction and Governing Law**

21.1 We will endeavour to resolve any disputes with you. All disputes and complaints will be dealt with in accordance with our Customer Complaints Code, which can be found on our website at [www.ogi.wales](http://www.ogi.wales). You can contact our customer care team to share your complaint with us, or email [complaints@ogi.wales](mailto:complaints@ogi.wales).

21.2 If a dispute or complaint is not resolved through the escalation process set out in the Customer Complaints Code, you may seek resolution through an alternative dispute resolution procedure, details of which can be found within the Customer Complaints Code.

21.3 Our aim is to always provide a positive experience. However, things go wrong from time to time, and if you feel that our service has fallen short of your expectations, then please let us know, so that we can improve things for the future.

21.4 This Agreement is governed by the law of England and Wales and both you and we submit to the exclusive jurisdiction of the Courts of England and Wales.



# Appendix 1

## **Ogi Broadband Services**

This Appendix 1 contains terms and conditions which are applicable to you only if you have taken the Ogi Broadband Service. This Appendix 1 is just about Ogi Broadband Services and does not apply to Ogi Alt Broadband Service Customers.

If you have signed up for Ogi Voice Services Appendix 3 will also apply.

If you are an Ogi Broadband Service Customer, please read the contents of this Appendix 1 carefully as the terms and conditions contained in it form part of the legally binding Agreement between you and us.

## **Summary**

Ogi 150, Ogi 300 and Ogi 900 are the full fibre broadband to the consumer premises services we offer based on our own fibre network.

## **Contract Term**

Ogi 150, Ogi 300 and Ogi 900 services are offered as 12- and 24-month contracts. The Contract Term applicable to this Agreement is set out in the Order Form.

## **Installing your Ogi Broadband Services**

Installation will be completed by our engineers, or a company representing us. They will also install your Customer Premise Equipment (–CPE: your ONT and router/s), including the wifi router/s that will help distribute your connection around your house. Please note that there may be limits to where your CPE can be placed.





The wifi router/s is/are included as part of your Ogi Broadband Services, but you can also choose to use your existing wifi router/s if you'd prefer to do so.

The Order Form will set out the type of installation we have agreed during the order process that you will receive and any associated costs. Ogi may be in touch to discuss any changes to the installation approach with you.

We will remind you of your installation time: there may be a penalty for us if we miss you, or a charge for you if aren't at home as planned. Please see our Price Guide for all the details.

Find out more about the installation process at [www.ogi.wales/customers/](http://www.ogi.wales/customers/).

### **If your premises has already been connected**

If you have equipment that has already been installed by us, we are likely to still undertake an installation visit to check that all your CPE is working as expected.

### **Your Customer Premises Equipment (CPE)**

Your Customer Premises Equipment include an Optical Network Terminal (ONT) and your wifi router/s.

Your CPE will be supplied and installed by us and remains our property of throughout the duration of the Agreement.

The ONT and router/s will need standard plug sockets. These should be within 1 meter of the CPE.

The CPE will request an Internet Protocol (IP) Address and we will also use this opportunity to find your Media Access Control or MAC Address to allow us to identify any other CPE in your property and help to support you with any future connectivity issues you may have.

If you have chosen to use your own wifi router/s instead of our partner wifi router/s, we will only be responsible for supporting our service up to the ONT. This is the **Wires Only** service mentioned in more detail below, which must be selected during the order process. We will offer you an Ogi Eco Voucher as a thank you to customers choosing the Wires Only service, as it's kinder to the environment.

## Returning your router/s to us

- Your CPE – including your ONT and router/s – remains our property throughout the term of the Agreement.
- At the end of the Agreement, you are required to return your router/s to us. The process is simple: we will send you a pre-paid postage pack all you need to do is put the hardware into this package and follow the instructions included to return the kit to us to recycle. You will be charged if you do not return the router/s. Please read our Price Guide to find out more.

## The Speed of your Ogi Connection

The speed achieved by you can vary for a range of reasons, including how much traffic there is on your local network and wider issues on the internet network across the UK and beyond.

Our advertised download and upload speeds are achievable for at least 50% of our customers during peak hours (8pm-10pm every day). As these are average speeds, they are not guaranteed.

The minimum download speed you can expect to receive during peak time is around half your advertised speed. We are not able to guarantee a minimum upload speed to you.

Here is a summary of the speed you can expect to receive from us:

	<b>Average Download Speed* at Peak Times</b>	<b>Minimum Download Speed at Peak Times</b>	<b>Average Upload Speed* at Peak Times</b>
Ogi 150	150 Mbps	75 Mbps	15 Mbps
Ogi 300	300 Mbps	150 Mbps	30 Mbps
Ogi 900	900 Mbps	450 Mbps	90 Mbps

\*Achievable for at least 50% of our customers.

We constantly check and optimise our network, but you can also test your own speed using the [Ogi Speed Test](#).

If your actual speeds remain lower than 25% of these, please let us know and if we aren't able to improve things for you within 30 days then you can leave your contract from us free of charge.



If you are an Ogi 150 or Ogi 300 customer you can choose to Double Up your upload speed for an additional monthly fee. Ogi 900 customers can opt to Super Up their upload speeds to a symmetrical service – that means a service where your upload speed is equal to your download speed – for an additional fee:

	<b>Average Upload Speed at Peak Times</b>	<b>Upload Double Up Speed</b>	<b>Upload Super Up Speed</b>
Ogi 150	15 Mbps	30 Mbps	
Ogi 300	30 Mbps	60 Mbps	
Ogi 900			900 Mbps

## Faults

Faults can be raised with our customer care team by phone, email, webform or letter. Contact Customer Care at: [customer.care@ogi.wales](mailto:customer.care@ogi.wales) , 029 2002 0550 or Ogi, Hodge House, 114-116 St. Mary St, Cardiff, CF10 1DY.

Faults on our network:

- if the issue is due to a fault on our network, we will aim to resolve the matter as soon as we can.
- we will send an engineer to investigate, if necessary, but if we agree with you to send out an engineer and no fault is found, you may be required to pay a call-out charge. Please see the Price Guide for more details.

Faults with your CPE, including your wifi router/s:

- if you are in Contract Term, there is a fault with our router/s and you are not a Wires Only customer, we will replace the faulty item/s free of charge unless the fault has been caused or contributed to by your misuse of the equipment.
- if you are not in Contract Term and our wifi router develops a fault, you will need to pay an administration and delivery fee for a replacement. Please see the Price Guide for more details.

- if you have misused or otherwise damaged the wifi router/s, and you are not a Wires Only customer then you will be charged a fee for a replacement. Please see the Price Guide for more details.
- if you are a Wires Only customer and have chosen to use your own wifi router/s, we are only responsible for the connection to the ONT.
- if you have damaged the ONT or the fibre connection itself in any way, and we need to organise for a visit from an engineer then there will be a service charge applied for the callout. Any work required, to replace a damaged ONT for example, will be charged on top. Please see the Price Guide for more details.

Some faults and issues will have nothing to do with our network or the CPE we have supplied to you. The issue might be to do with internet issues elsewhere, or with some of your own home devices. Visit [www.ogi.wales](http://www.ogi.wales) to find out more.

If you have ongoing issues with the wifi signal in your home, we may be able to upgrade your wifi service for an additional fee. Contact [sales@ogi.wales](mailto:sales@ogi.wales) or 029 2002 0520 for more information.

If you experience a fault with our network or due to the CPE we have installed and it isn't resolved according to this Agreement, please speak to our Customer Care team to discuss next steps.

## **Service Options**

### **Wires Only**

If you do not want to receive a wifi router/s from us for any reason, you can choose a Wires Only service during the order process.

A Wires Only service includes a fibre broadband service that terminates at your ONT.

Because wifi router/s are a standard part of our package cost, the monthly fee charged to you will be our standard rate for that service.

We will not provide your router/s, but we will give you an Ogi Eco Voucher from as a thank you for minimising the need for hardware, as it's kinder to the environment.

If you choose a Wires Only service, we will not be responsible for the performance of your router/s.

A Wires Only service can only be taken at the beginning of a new Contract Term.



If you have previously received a wifi router from us, you will need to return this to us in full working condition at the end of your existing Contract Term or a charge will be made for unreturned equipment. Please see our Price Guide for more details.

If you would like to upgrade from a Wires Only service, you will need to end your existing Contract Term and start a new Contract Term with us. You will not be held to your existing Contract Term.

### **Add-ons**

If you would like to add a new element to your core package, such as an additional router or the Ogi Voice Service, please contact [sales@ogi.wales](mailto:sales@ogi.wales) or call us on 029 2002 0520.

### **Upgrades and Downgrades**

If you would like to upgrade or downgrade the speed of your service from us, please contact [sales@ogi.wales](mailto:sales@ogi.wales) or call us on 029 2002 0520.

#### Upgrades

- You can choose to upgrade your Ogi Broadband Service from us at any stage. The increased charges will be applied pro rata from the next bill and you will stay within your existing Contract Term.
- There is a 1-month minimum term before you can upgrade your package, and we do not charge an admin fee for upgrading.
- If you enter a new Contract Term with us, and upgrade from the Ogi 150 package to Ogi 300 or Ogi 900 for example, you will receive new CPE from us and you must return your old CPE to us. The process is simple: we will send you a pre-paid postage pack, and all you need to do is put the hardware into this package, pop to your local Post Office, and return the kit to us to recycle. You will be charged if you do not return the old CPE. Please see our Price Guide to find out more.
- If you upgrade your Ogi Broadband Service but chose to continue with your existing Contract Term, you will keep your existing CPE until the Agreement ends.

#### Downgrades

- You may not downgrade your Ogi Broadband Service within the first 12 months of the Contract Term. After 12 months you can downgrade your Ogi Broadband Service, entering a new Contract Term; or for the remaining Contract Term.



- No admin fee is charged to downgrade your Ogi Broadband Service, but you may incur additional fees as we may need to send you new equipment. Please see the Price Guide for more details.
- You may also need to return your existing CPE to us. We will tell you if you need to return your CPE to us. The process is simple: we will send you a pre-paid postage pack, and all you need to do is put the hardware into this package, pop to your local Post Office, and return the kit to us to recycle. You will be charged if you do not return the old CPE. Please see our Price Guide to find out more.



## Appendix 2

### **Ogi Alt Broadband Services**

This Appendix 2 contains terms and conditions which are applicable only if you have taken the Ogi Alt Broadband Service. This Appendix 2 is just about Ogi Alt Broadband Services and does not apply to Ogi Broadband Services customers.

If you have signed up for Ogi Voice Services, Appendix 3 will also apply.

If you are an Ogi Alt Broadband Service customer, please read the contents of this Appendix 2 carefully as the terms and conditions contained in it form part of the legally binding Agreement between you and us.

### **Summary**

Ogi Alt 150, Ogi Alt 300 and Ogi Alt 900 are the alternative fibre to the premises services we offer home or residential customers for domestic use, using Openreach's full fibre network.

### **Service Availability**

Ogi Alt Broadband Services are delivered over Openreach's full fibre network in areas where we have enabled the Openreach exchange for the delivery of our products. Openreach must also have made full fibre (Fibre to the Premise / FTTP) available in your area. These services are standard Openreach products. All your Customer Care support will be provided by us.

### **Contract period**

Ogi Alt 150, Ogi Alt 300 and Ogi Alt 900 services are offered as 12- and 24-month contracts. The Contract Term applicable to this Agreement is set out in the Order Form.



If we are able to connect you to our own full fibre network at any stage during the term of the Agreement, we will contact you to offer you the opportunity to switch to an Ogi connection at no extra cost to you.

## **Installing your Ogi Alt Broadband Services**

Openreach will aim to install your Ogi connection within 7-14 days of Ogi taking your order, depending on how busy their crews are. They will also install your router.

Openreach will communicate with you directly to let you know when they plan to visit your property.

Ogi will charge Openreach's standard installation fee for your installation. Please see our Price Guide for more details.

## **Excess Construction Charges**

Occasionally, Openreach will raise excess charges where additional infrastructure is required to provide a new or extended service at your premises, or at another requested location where they would otherwise not choose to extend their network based on normal commercial criteria.

When it is identified that an installation will require additional work, Openreach will let us know and we'll get in touch with you to discuss and agree to any additional charges before the further installation work proceeds.

## **Your Customer Premises Equipment (CPE)**

Your Customer Premises Equipment include an Optical Network Terminal (ONT) and your wifi router/s.

Inside your home, the Openreach Crew will connect the fibre optic cable to your Optical Network Terminal and then connect the ONT to your wifi router.

Your CPE will be supplied by us and installed by us or the Openreach Engineer and remains our property of throughout the duration of the Agreement.

The ONT and router/s will need standard plug sockets. These should be within 1 meter of the CPE.





The CPE will request an Internet Protocol (IP) Address and we will also use this opportunity to find your Media Access Control or MAC Address to allow us to identify any other CPE in your property and help to support you with any future connectivity issues you may have.

There is no option to use your own equipment and the service requires that you use our Wi-Fi router.

### Security

- The Standard Wi-Fi Router offers some additional security functions. Please refer to the information guide for more details.

### Returning your router/s to us

- Your CPE and router/s – remains our property throughout the term of the Agreement.
- At the end of the Agreement, you are required to return your router/s to us. The process is simple: we will send you a pre-paid postage pack all you need to do is put the hardware into this package and follow the instructions included to return the kit to us to recycle. You will be charged if you do not return the router/s. Please read Price Guide to find out more.

### The Speed of your Connection

The speed achieved by you can vary for a range of reasons, including how much traffic there is on your local network and wider issues on the internet network across the UK and beyond.

Our advertised download and upload speeds are lower than the average download and upload speeds achievable via an Openreach connection for at least 50% of our customers during peak hours (8pm-10pm every day).

As these are average speeds, they are not guaranteed.

The minimum download and upload speeds you can expect to receive are set out below.

Here is a summary of the speed you can expect to receive from your Ogi Alt Broadband Service, as well as the minimum download and upload speeds guaranteed by Openreach:

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<b>Average Download Speed* at Peak Times</b>	<b>Minimum Download Speed at Peak Times</b>	<b>Average Upload Speed* at Peak Times</b>
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Ogi Alt 150	150 Mbps	75 Mbps	15 Mbps
Ogi Alt 300	300 Mbps	110 Mbps	30 Mbps
Ogi Alt 900	900 Mbps	110 Mbps	90 Mbps

\*Achievable for at least 50% of our customers.

We constantly check and optimise the wider network, but you can also test your own speed using the Ogi Speed Test.

If your actual speeds remain lower than 25% of these, please let us know and if we aren't able to improve things for you within 30 days then you can end this Agreement with us without having to pay any early termination charges.

## Faults

Faults can be raised with our customer care team by phone, email, webform or letter. Contact Customer Care at: [customer.care@ogi.wales](mailto:customer.care@ogi.wales) , 029 2002 0550 or Ogi, Hodge House, 114-116 St. Mary St, Cardiff, CF10 1DY.

Faults on the network:

- if the issue is due to a fault on the network we will aim to resolve the matter with Openreach.

Faults with your CPE, including your wifi router/s:

- if you are in Contract Term, there is a fault with your router/s, we will replace the faulty item/s free of charge unless the fault has been caused or contributed to by your misuse of the equipment.
- if you are not in Contract Term and our wifi router develops a fault, you will need to pay an administration and delivery fee for a replacement. Please see the Price Guide for more details.
- if you have misused or otherwise damaged the wifi router/s then you will be charged a fee for a replacement. Please see the Price Guide for more details.
- if you have damaged the ONT or the fibre connection itself in any way, and we need to organise for a visit from an engineer then there will be a service charge applied for the call. Any work required, to replace a damaged ONT for example, will be charged on top. Please see the Price Guide for more details.

- If the issue is linked to your CPE we may also send an Ogi engineer if necessary. But, in the event that an Ogi engineer is called out and no fault is found, then we may charge you a call-out fee. Please see the Price Guide for more details.
- In the event that an Openreach engineer is called out and no fault is found or fault is due to abuse to equipment, then we may charge you a call-out fee. Please see the Price Guide for more details.

Some faults and issues will have nothing to do with the network or the CPE we have supplied to you. The issue might be to do with internet issues elsewhere, or with some of your own home devices. Visit [www.ogi.wales](http://www.ogi.wales) to find out more.

If you have ongoing issues with the wifi signal in your home, we may be able to upgrade your wifi service for an additional fee. Contact [sales@ogi.wales](mailto:sales@ogi.wales) or call 029 2002 0520 for more information.

If you experience a fault with the network or due to the CPE we have installed and it isn't resolved according to this Agreement. please speak to our customer care team to discuss next steps.

## Add-ons

If you would like to add a new element to your core package, such as an additional router or the Ogi Voice Service, please contact [sales@ogi.wales](mailto:sales@ogi.wales) or call us on 029 2002 0520.

## Upgrades and Downgrades

If you would like to upgrade or downgrade the speed of your service from us, please contact [sales@ogi.wales](mailto:sales@ogi.wales) or call us on 029 2002 0520.

## Upgrades

- You can choose to upgrade your Ogi Alt Broadband Service from us at any stage. The increased charges will be applied pro rata from the next bill and you will stay within your existing Contract Term.
- Openreach will action your upgrade, and it's normally completed within 24 hours of your request to us.
- There is a 1-month minimum term before you can upgrade your package, and we do not charge an admin fee for upgrading.
- If you enter a new Contract Term with us, and upgrade from the Ogi Alt 150 package to Ogi Alt 300 or Ogi Alt 900 for example, you will receive new CPE from us and you must return your old CPE to us. The process is simple: we will send you a pre-paid

postage pack, and all you need to do is put the hardware into this package, pop to your local Post Office, and return the kit to us to recycle. You will be charged if you do not return the old CPE. Please see our Price Guide to find out more.

- If you upgrade your Ogi Broadband Service but chose to continue with your existing Contract Term, you will keep your existing CPE until the Agreement ends.

## Downgrades

- You may not downgrade your Ogi Alt Broadband Service within the first 12 months of the Agreement. After 12 months you can downgrade your Ogi Broadband Service, entering a new Contract Term; or for the remaining Contract Term.
- No admin fee is charged to downgrade your Ogi Alt Broadband Service, but you may incur additional fees as we may need to send you new equipment. Please see the Price Guide for more details.
- You may also need to return your existing CPE to us. We will tell you if you need to return your CPE to us. The process is simple: we will send you a pre-paid postage pack, and all you need to do is put the hardware into this package, pop to your local Post Office, and return the kit to us to recycle. You will be charged if you do not return the old CPE. Please see our Price Guide to find out more.

## Appendix 3

### **Ogi Voice Services**

This Appendix 3 contains terms and conditions which are applicable to you only if you have taken the Ogi Voice Service. This Appendix 3 is just about Ogi Voice Services and does not apply if you have not taken the Ogi Voice Service.

If you are an Ogi Voice Service customer, please read the contents of this Appendix 3 carefully as the terms and conditions contained in it form part of the legally binding Agreement between you and us.

### **Summary**

The Ogi Voice Service is a voice service that we offer home or residential customers for domestic use, using Ogi or Openreach's full fibre network, depending upon whether you are an Ogi Broadband Service or Ogi Alt Broadband Service Customer.

Although your telephony experience will be similar to a normal telephone service, Ogi Voice Service doesn't rely on traditional copper phone lines. It provides you with a telephony-like service over the internet.

Please note that as our Ogi Voice Services are delivered over the internet they will not work if there is a power cut or if your internet fails. You will be unable to make 999, emergency or any calls in these circumstances. You should ensure that you have an alternative way of making a phone call in an emergency such as a mobile phone or a traditional landline as a backup to your Ogi Voice Service.

### **Service Availability**

The Ogi Voice Service is delivered using a telephony system hosted by us and embedded into our network. It is connected to the Public Switched Telephone Network via a third-party provider.



The Ogi Voice Service is only offered as an add-on to our Ogi Broadband Services and Ogi Alt Broadband Service.

### **Contract period**

You can choose to receive the Ogi Voice Service during the order process or at any time while the Agreement is in force, except during the last 30 days before the Agreement terminates. Adding the Ogi Voice Service to your Ogi Broadband Service or Ogi Alt Broadband Service will not affect the length of the Agreement.

You can choose to stop receiving the Ogi Voice Service at any time, by giving us at least One Months' notice.

The Ogi Voice service will activate immediately. If you request a change to your call package this will take effect at the beginning of the next billing period.

### **Your number**

You can choose to either 'port' your existing telephone number to our Ogi Voice Service or receive a new telephone number from us. If you choose to have a new number, you will be assigned a geographic number. You will be 'renting' this number from us, and the costs involved will form part of your monthly service charge.

If requested, the number porting process will be handled by our chosen third-party partner, and generally has a 5-day lead-time, though can take longer. A temporary will be provided upon activation for you to use while porting is taking place.

If you terminate your Ogi Voice Service and would like to port your number away from us, we may charge you for the administration costs involved. Please see our Price Guide for more details.

### **Call Rating**

Rates will be applied to each call based on a rating table, the time of day, duration of the call, and the call plan you have chosen. Please see our Price Guide for more details.

Calls to 999, 112, 101, 111 and 'free to caller' numbers (beginning 080) will not be charged. This includes numbers with the 116 prefix.



## **Billing**

If you decide to cancel your Ogi Voice Service, we will stop charging you from the agreed cancellation date. Any charges incurred during the final period will be included on your next bill. We will give you a credit on your bill for any number rental charged in advance relating to the period after the Ogi Voice Service terminates.

## **Cancellations**

See section 9 of the main T&Cs for more information.

The Ogi Voice Service is an additional service that we only provide to our Ogi Broadband Service customers.

## **Installing your service**

If you have ordered your Ogi Voice Service at the same time you have ordered an Ogi Broadband Service or Ogi Alt Broadband Service, your Ogi Voice Service will be activated at the same time as your Ogi Broadband Service or Ogi Alt Broadband Service. Please see Appendix 1 or 2, as applicable, for more details.

If you add Ogi Voice Services after your Ogi Broadband Service or Ogi Alt Broadband Service has been installed, we will activate your Ogi Voice Service remotely within two working days.

Once you have connected your telephone equipment, you can use your Ogi Voice Service in accordance with this Agreement, including the package and barring level we have agreed with you.

We will not, and our third party partners will not, connect any customer telephony wiring or equipment. This is your responsibility.

## **Call Plans**

Your Ogi Voice Service includes the hosting of your phone number and one of two call packages. These are charged on a monthly basis. When you order your Ogi Voice Service you must select either:

- Ogi Voice Evenings and Weekends package. This includes evening and weekend calls to landlines and UK numbers and on-net calls anytime.
- Ogi Voice Anytime package. This includes anytime calls to UK landlines and mobiles.



Free calls to other Ogi Voice Service customers are included with both packages.

You can choose to change your Ogi Voice Service package at any time. However, any change will take effect at the beginning of your next billing period.

If you would like to change your Ogi Voice service from us, please contact [sales@ogi.wales](mailto:sales@ogi.wales) or call us on 029 2002 0520.

Your call plan includes 3,000 minutes per month. This fair usage limit is based on the volume of calls that is reasonably expected of a person using the service for domestic purposes. Any calls outside these packages, if allowed, will default to the advertised amount per destination. Please see our Price Guide for more details.

The time periods are defined as:

Evenings Mon-Fri, before 7am, after 7pm

Weekends Sat-Sun, anytime

The Ogi Voice Service also includes a recurring fee for hosting and providing your geographic number. Please see our Price Guide for more details.

## **Call Capping**

For calls outside your package, we will set a cap per month. Our default cap is £20 per billing cycle, or you can request to set this to £5 if that is your preference. If you wish to change the default cap, you must tell us when you order your Ogi Voice Service.

If you exceed your cap, we will terminate any calls in progress, and you won't be able to make any further charged calls until the cap resets in the next billing cycle. Reaching your cap will not affect your ability to make calls included within your plan.

At any time you are in receipt of the Ogi Voice Service, have been in receipt of the Ogi Voice Services for at least one month and have paid at least one bill in respect of the Ogi Voice Services, you can request to increase your cap by increments of £10 to a maximum limit of £60. The new cap will run on a monthly basis, and the associated costs included in that month's bill.

Please see the Price Guide for further details.



## Service Features

### Standard features

The Ogi Voice Service includes the following features as standard:

- Geographic Number Aware. This means that it will be capable of routing a local call dialled without its geographic prefix / standard code.
- Calling Line Identifier. This means that, where your handset allows, the calling line identifier will be presented. That means that the phone number of the party who has dialled is displayed on the handset.
- Withholding Calling Line Identifier. This means that it is possible for you to withhold your own calling line identifier by dialling 141 before the number you wish to reach, so that the recipient is not able to view the calling number as it comes in or access it after the call.

### Optional features

- Voicemail. A voicemail service is available for an additional monthly fee. The voicemail system will store up to 20 messages, at an average of 1 minute per message. Messages can be kept for up to 6 months. We will notify you of a message with a pulsed tone when the handset is picked up. If you wish to add the voicemail service to your Ogi Voice Package, please let us know when you purchase a package or at any time by contacting customer services. Please see our Price Guide for more details.

## Call Barring

Calls to international and premium rate services will be barred unless you choose to add premium rate calling and/or international destinations to your package by contacting [sales@ogi.wales](mailto:sales@ogi.wales) or calling 029 2002 0520.

Certain premium rate destinations may be barred as standard, these cannot be removed. For further information please visit our website at [www.ogi.wales](http://www.ogi.wales).

For pricing details for calls to international and premium rate services, please refer to our Price Guide.



## **Long Duration Calls**

To stop you from accidentally running up a huge bill, all calls except to freephone numbers are capped at 60 minutes. You are able to hang-up and redial to continue with the conversation if you want to.

## **Faults**

Faults can be raised with our customer care team by phone, email, webform or letter. Contact Customer Care at: [customer.care@ogi.wales](mailto:customer.care@ogi.wales), 029 2002 0550 or Ogi, Hodge House, 114-116 St. Mary St, Cardiff, CF10 1DY. If the issue is due to a fault with the fibre network, your Optical Network Terminal or Ogi router/s, we will resolve the matter as outlined in this Agreement.

All your telephony Customer Presentation Equipment or devices are owned by you. Ogi is not responsible for any faults on this equipment.