

Home Services Terms + Conditions

Read this document side-by-side with your Service Description(s)

Version 5.0

Introduction

Definitions

Commencements

The Service Period

Our Obligations

Your Obligations

Changes to this Agreement

Charges

Billing

Distance Selling

Suspension

Termination

Moving House

Limitation of Liability

Indemnification

Intellectual Property

Confidential Information

Reasonable Control

Notices

Assignment

General

Disputes + Governing Laws

These are Ogi's Terms and Conditions for Home Services.

These have been updated on 05 January 2026. Archived Terms and Conditions copies can be found by visiting www.ogi.wales/terms.

If you were a Spectrum Internet or Net Support UK customer, your [existing Terms and Conditions](#) continue to apply to your services from us until we notify you otherwise.

[Ogi 30-day Guarantee Terms and Conditions](#) are available separately.

These terms and conditions set out the agreement between you and us for the provision of your residential Ogi Services or Ogi Alt Services.

Your use of the service(s) is governed by these terms and conditions. Please read this document carefully as it contain important information.

Paper Bill

Bills will be available digitally by default and you will be emailed a PDF bill each month. If you'd like a Paper Bill, at an additional cost of £2.00 a month, please speak to our [Customer Care team on 029 2002 0550](#) or using the [handy form on our website](#).

We also offer bills and key materials in accessible formats free of charge. Again, please [speak to Customer Care](#) for further details.

Call-out Charge

If you're out of contract and an Ogi Engineer visit is needed, or if you're in contract and we can't find a fault with your service, you may be charged £60.00.

Late Payment charge

You'll need to pay the total outlined in your bill monthly as outlined above as well as in your Order Confirmation and our [General Terms and Conditions for Home Customers](#).

Where payment isn't made in accordance with these terms, we might charge a late payment fee of £10.

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

“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 Contract Information Summary, the Loaned Equipment Agreement, 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 08.00am - 6.00pm Monday to 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.

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

“Contract Information Summary” means the form sent as part of our EECC obligations before you sign your order. This details how much your core pricing will increase on the 1 April, annually.

“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 at the point of sale, provided to you by us for the provision of the Services.

“Loaned Equipment Agreement” means the Loaned Equipment Agreement.

“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.

Introduction

Definitions

Commencements

The Service Period

Our Obligations

Your Obligations

Changes to this Agreement

Charges

Billing

Distance Selling

Suspension

Termination

Moving House

Limitation of Liability

Indemnification

Intellectual Property

Confidential Information

Reasonable Control

Notices

Assignment

General

Disputes + Governing Laws

“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, and 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.

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

- 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.

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

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.

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

- 4 Our Obligations**
- 4.1 We will provide the Services in accordance with the published Service Description documents and any other specifications listed at www.ogi.wales/terms.
- 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.

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

5 Your Obligations

- | | | | |
|-----|---|-----|---|
| 5.1 | You must take reasonable security precautions in connection with your use of the Services. | 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. |
| 5.2 | You shall not at any time attempt to circumvent any system security or attempt unauthorised access to any element of the Services. | 5.6 | You shall take reasonable care of the Equipment and shall comply with any instructions for its maintenance and use set out in the separate Service Description documents 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. |
| 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. | | |

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

6 Changes to this Agreement

- 6.1 From the 1 April each year we may increase the amount you pay in line with the mid-term contract increase table on your Contract Information Summary.
- 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;
 1. complying with any legal or regulatory obligation, decision or request;
 2. changing the conditions relating to a Service in order to reflect contractual changes imposed upon us by our Suppliers;
 3. 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;
 4. introducing process changes (including changes to the Acceptable Use Policy), provided that they are not to your detriment;
 5. maintaining the integrity or security of the Service or any network;
 6. improving clarity, or making corrections to typographical errors;
 7. 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.

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

- 6 Changes to this Agreement** (continued)
- 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.

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

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](#).

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

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 billing team on [029 2002 8149](tel:02920028149) or by using our [contact form and choosing 'A question about my bill'](#). For help to understand your bill please go to www.ogi.wales/customers.

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

- 9 Distance Selling + 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, use our contact form or by post to Ogi, Hodge House, 114-116 St. Mary Street, Cardiff, CF10 1DY.
- 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.

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

10 Suspension

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

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

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;
- we reasonably believe that the Services are being used in breach of this Agreement;
 - you do not cooperate with our reasonable investigation of any suspected violation of this Agreement;
 - there is an attack on the Services, or the Services are accessed or manipulated by a third party without your consent;
 - we do not receive payment from you in accordance with the Agreement;
 - we are required by law or a regulatory or government body to suspend the Services;
 - you are in breach of our Acceptable Usage Policy; or
 - 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.
- 11.3 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.
- 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 the Agreement to another person, on the same terms, and at no cost.

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

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.

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

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.

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

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.

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

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. | 15.3.2 | 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 |
| 15.2 | 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. | 15.3.3 | 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. |
| 15.3 | Where we supply you with 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. |
| 15.3.1 | we grant you a non-exclusive, non-transferable license to use the Software to access the Services; | | |

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

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:
- any information which has been published other than through a breach of this Agreement;
 - information lawfully in the possession of the recipient before the disclosure under this Agreement took place;
 - information obtained from a third party who is free to disclose it;
 - 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.

— 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).

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

- 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.

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

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:
- 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;
 - to you at the address to which you have asked us to send bills, or the address of your premises.

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

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.

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

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.
- 20.1 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.

Introduction
Definitions
Commencements
The Service Period
Our Obligations
Your Obligations
Changes to this Agreement
Charges
Billing
Distance Selling
Suspension
Termination
Moving House
Limitation of Liability
Indemnification
Intellectual Property
Confidential Information
Reasonable Control
Notices
Assignment
General
Disputes + Governing Laws

- 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. You can contact our customer care team to share your complaint with us, or email 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.



Tŷ Ogi – Hodge House,
114-116 St Mary Street,
Cardiff,
CF10 1DY

www.ogi.wales

www.ogi.cymru

© Copyright Ogi 2026. All rights reserved.
Information correct at the time of publishing. Check www.ogi.wales/terms for the latest version. This document is also available in audio, braille and large print formats.

Ogi is the trading name for: Spectrum Fibre Limited: Registered in England & Wales. Company Registration number: 12883320. Spectrum Internet Limited: Registered in England & Wales. Company Registration number: 07849485. Ogi Networks Limited: Registered in England & Wales. Company Registration number: 03625793.

Registered office: Tŷ Ogi - Hodge House, 114-116 St Mary Street, Cardiff, CF10 1DY.

Version 5.0