

General Terms & Conditions

These General Terms & Conditions ("Terms") apply to all broadband and related services ("Service") provided by **Up North Fibre®**, a trading name of **Bletchley Networks Limited (Company No: 12091863)**. These Terms apply in addition to any product-specific terms, the Acceptable Use Policy, the Fair Usage Policy, and any written agreements entered into with the Customer.

1. Service provision

The Supplier will provide the Service using reasonable skill and care. Availability may vary due to network conditions, maintenance, outages, or third-party infrastructure. Some interruptions are unavoidable and do not constitute a breach of contract.

The Supplier may modify the network or Service features from time to time to improve performance, reliability, or security. Where such changes materially affect the Customer, notice will be given where reasonably possible.

2. Charges, invoicing and payment

Invoices are issued at the start of each month and all charges are billed monthly **in advance**. Any usage-based or one-time fees are billed in arrears where applicable.

Payment must be received **before the due date** shown on the invoice. The Supplier is not required to issue reminders.

If payment is late, a **£10 late payment fee** will be added, along with interest at the **Bank of England base rate + 5% per annum**, calculated daily on the overdue balance until payment is made.

If payment is not made by the due date, the Supplier may **restrict, suspend, or cease** the Service without warning. Charges continue to apply during any suspension.

3. Minimum term and cancellation

If a Minimum Term applies, early termination charges may be payable if the Customer cancels before the end of the Minimum Term. These charges will not exceed the Supplier's direct costs for the remainder of the term in accordance with Ofcom regulations.

After the Minimum Term, the Service automatically continues on a rolling monthly basis unless otherwise agreed.

4. Customer responsibilities

The Customer must:

- Take reasonable care of equipment located at their premises;
- Ensure internal wiring, routers, and connected devices are safe and functional;
- Comply with all Acceptable Use and Fair Usage policies;
- Provide accurate installation, billing, and contact information and keep it updated;
- Ensure no unlawful, abusive, or fraudulent use of the Service occurs.

5. Equipment ownership and return

All broadband equipment provided by the Supplier — including routers, ONTs, power supplies, or accessories — remains the property of **Bletchley Networks Limited** unless explicitly stated otherwise in writing.

Following Service cancellation, the Customer must return all equipment in good working order within 14 days.

The Customer will be liable for the **full replacement cost** of any equipment not returned or returned damaged beyond fair wear and tear.

6. Suspension and termination of service

The Supplier may suspend or terminate the Service immediately if:

- Payment is overdue;
- The Customer breaches these Terms, the AUP, or FUP;
- The Customer uses the Service unlawfully or in a way that risks network integrity;
- Fraudulent, abusive, or threatening behaviour towards staff or contractors occurs;
- Illegal activity is detected via the Service.

The Supplier may also terminate the Service with 30 days' written notice for operational, regulatory, or commercial reasons.

7. Liability

The Supplier is not liable for:

- Loss of profit, revenue, business, contracts, or anticipated savings;
- Loss or corruption of data;
- Indirect or consequential losses;
- Interruptions or faults caused by matters outside the Supplier's control;
- Issues arising from Customer equipment, power failures, or third-party services.

The Supplier's total liability for direct losses is limited to the amount paid by the Customer for the Service in the preceding 12-month period.

8. Force majeure

The Supplier is not liable for failure to deliver the Service due to events outside its reasonable control, including natural disasters, severe weather, power outages, strikes, accidents, or third-party infrastructure failures.

9. Data protection

Personal data is processed in accordance with applicable UK data protection legislation. Further details are set out in the Supplier's Privacy Policy.

10. Changes to these Terms

The Supplier may update these Terms from time to time. Customers will be notified of material changes with at least 30 days' notice unless a shorter period is required by law or regulatory guidance.

11. Governing law

These Terms are governed by the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.