

Terms & Conditions v8

Effective Date 17 July 2023

At Squirrel our aim is to keep our terms & conditions as simple as possible so that we can both understand them and know what to expect.

1 Orders, Installation and Customer Equipment

1.1 Your order – Placing an order via our website, telephone, or in person sales representative is a request from you, for us, to deliver the services ordered to the address you have requested. Us accepting your order via an order confirmation email does not guarantee or create a contractual obligation for us to deliver the services. Both you and us have the right to cancel an order:

1.2 Your right to cancel an order – You may cancel your order within 14 days from the day on which you receive your order confirmation email. If more than 14 days has passed, but your service has not been installed or activated, you may still cancel your order. In order to cancel an order, please contact us via the usual methods published on our website.

1.3 Our right to cancel an order – We may cancel your order at any time and for any reason. We will let you know the reasons why we are cancelling your order.

1.4 Installation – If you do not already have our network provider's fibre inside your property then we will arrange for our network provider to install it. You will need to sign a wayleave to allow the installation. Installation falls into one of two categories:

Standard installation - Most properties are included in the standard installation category for which there are no additional costs to those advertised when you placed your order. When we contact you to book the installation, we will ask a series of questions to ascertain whether your property is likely to qualify as a standard installation. What qualifies as a standard installation varies depending on the network provider we are using to connect your property.

Non-standard installation - If your property appears from our assessment to be non-standard, we will arrange for a free of charge site survey. Once this is complete, we will detail to you whether the installation is standard or non-standard. If non-standard we will present you with a quotation for connecting your property. You have the opportunity to reject the costs and cancel your order penalty free.

1.5 Installation dates / lead-time - No guarantee is made on the date of installation service activation. Occasionally installations will require repeat visits. We will keep you up to date with information from our network provider. We recommend you do not cancel any existing services until the installation and activation has been completed.

1.6 Network provider equipment – Our network provider will install into your property equipment such as fibre optic cabling and a network termination point and ask you to sign a way leave to agree the installation. All such equipment remains in ownership of the network provider. If you cause any damage whether by accident or on purpose, there may be a charge to replace and / or repair the damage caused in order to reinstate your service. If you do not agree to the charge, your payment obligation remain in place, even if you are unable to use the service.

1.7 Squirrel provided customer equipment - As part of your service we will ordinarily provide you with a router, and / or other additional equipment such as Wi-Fi extenders. All such equipment remains in ownership of us. We will ask you to return it to us, if your services are cancelled. If you cause any damage whether by accident or on purpose, there may be a charge to replace and / or repair the damage caused in order to reinstate your service. If you do not agree to the costs, your payment obligation remain in place, even if you are unable to use the service. If you are unable to return the equipment to us or require a replacement due to breakage the following charges will apply:

Main Router: £85 inc VAT

Extender Units: £85 inc VAT

2 Minimum Contract Period & Service Activation

2.1 Minimum contract period – All of services have a minimum contract period advertised when you placed your order and shown in your order confirmation email. This period starts from the date your service is activated.

2.2 Service activation date – The date of your service activation and start of the minimum contract period depends on whether it's a new installation, or activating an existing installation:

New installations - If your order requires a new fibre installation, this will be installed and tested by our network provider. Once the installation has been completed successfully, any equipment provided by us will be dispatched to you via courier. Your service will be activated and the minimum contract period begins on the date the courier attempts its first delivery.

Existing installations - If your order can be activated using fibre already installed, we will agree a date of service activation with you and this will be confirmed via email. The minimum contract period begins on this date. Any equipment provided by us will be dispatched to you via courier in advance.

3 Internet Service

3.1 Advertised Speed – The bandwidth or 'speed' advertised at signup, is the average, available to at least 50% of our customers, at peak time, via a wired ethernet connection. The service is contended which means multiple customers share the same bandwidth and you may not be able to achieve the advertised speed at all times. The internet is a shared resource and speed of connection can fluctuate and be affected by many different factors; including but not limited to, the service on the internet you are connecting to, congestion on network equipment outside of our control, local Wi-Fi, wiring or device performance.

3.2 Minimum Guaranteed Speed - We offer a minimum guaranteed speed of 50% of the purchased package. Your guaranteed speeds are shown on your order confirmation email. If you are consistently unable to achieve the minimum guaranteed speed, via a wired ethernet connection, to a speed test server we nominate, and we have ruled out any issues with your

equipment by following our speed testing guidance, we will endeavor to fix this within 30 days or it will be regarded as a fault per section 3.6.

3.3 Wi-Fi speed and coverage – Due to technological nature of Wi-Fi, we cannot guarantee any particular, bandwidth, speed, coverage or stability via Wi-Fi - although we will help to optimize our equipment to your environment where possible. If you are experiencing slow speeds, downloads or drop outs via Wi-Fi, we will ask you to try via a wired ethernet connection. Wi-Fi performance is not regarded as a fault with your service.

3.4 Mesh Wi-Fi - Due to technological nature of Wi-Fi, we cannot guarantee any particular, bandwidth, speed, coverage or stability via the mesh Wi-Fi system - although we will help to optimize our equipment to your environment where possible. With the above considered if you have ordered our optional mesh Wi-Fi mesh system and it does not meet your needs, you are welcome to return it to us within 30 days of the service activation date and we will credit your account with any amount already billed for the mesh Wi-Fi service and remove it from your account. This will not affect your internet or digital landline services and the minimum contract period for those parts of your service will remain in place even if you decide to return the optional mesh Wi-Fi system.

3.5 Your equipment- We are not responsible if you are not able to use our services because your equipment- for example, any PC, mobile device, network interface card, printers, switches, local area network, telephone handsets or other equipment does not work properly, is not compatible with our service, or does not conform to the relevant standard or does not meet the minimum specifications required to achieve the advertised speeds. We are not able to provide technical support for equipment not supplied by us.

3.6 Faults– We cannot guarantee fault free performance. We endeavor to fix a fault with your service or our network within two working days. If we are not able to do so you will not be charged for time our service is unavailable to you from after the 2 working day period to the time service is restored. We are not responsible for any costs you incur as a result of our service being unavailable. If you have requirements for uninterrupted service, please ensure you have adequate other means of accessing required services.

3.7 Privacy – We will monitor your internet connection to identify faults and outages of your service. We will monitor your bandwidth usage. We do not monitor the details of the content, websites or services you connect to.

4 Digital Landline Service

4.1 Usage – You are responsible for the usage of your digital landline service and must ensure those that use it have your permission.

4.2 Call charges – it is your responsibility to check the cost of all calls and whether they would be included in your call package before dialing. You can do this by visiting our website or contacting us. Any charges outside of your package, for example premium rate, or international calls will appear itemized on your bill for that period.

4.3 Customer telephone wiring - The telephone socket on the back of the provided router is our telephone service handover point. Distributing the phone service within your home for example to multiple extension points is the responsibility of you.

4.4 Existing telephone number transfer (number porting) – When you order our digital landline service, we will ask you if you wish to port your existing telephone number to us. Whilst we are able to port most numbers, there may be some providers we are not able port from. If this is the case, we will offer you an alternative new number or give you the option to cancel your order for the digital landline service. This will not affect your internet or other

services and the minimum contract term for those parts of your service will remain in place even if you decide to cancel your digital landline order.

4.5 Number porting cancellations or incorrectly supplied data – If you ask us to cancel a port request after we have submitted it, a fee of £30 inclusive of VAT will be applied to your account. If you provide us with incorrect information, which results in a port requesting being rejected, for any subsequent port requests you ask us to submit a fee of £30 inclusive of VAT will be applied to your account.

4.6 Talk Unlimited – Our Talk Unlimited digital landline service has a fair usage policy. The service is designed for residential use only and should not be used for any other purposes. Unlimited calls are to UK mobiles, and UK geographic numbers only. If you are unsure whether a number you wish to call is included within your package you should follow the guidance in section 4.2. If you artificially or deliberately inflate your call volume, or in our reasonable opinion your usage is not reasonable, we reserve the right to terminate your service.

4.7 Privacy – We will log the details of calls to and from your digital landline service for the purposes of billing you correctly. We will log the date, time, and telephone numbers associated with the call. We will not record or otherwise store the actual audio content of the call. We are required by Ofcom regulations to register your telephone number, account holders name and the service address with the 999-emergency database for the purpose of emergency services locating you in an emergency.

4.8 Emergency Services call availability – Your telephone service is reliant on mains power and an active internet connection in order to make telephone calls. If mains power or your internet connection fails, you will be unable to make telephone calls. You should ensure you have an alternative means to contact emergency services, for example a mobile phone.

5 Payments & Billing

5.1 Billing – Once your service has been activated your bill will ordinarily be sent to you on the 1st of each month via email. You will be billed for your services one calendar month in advance. If the bill contains newly activated services, we will pro rata the service from the activation date to the end of the billing period plus any applicable setup or installation fees for that service. If you are on one of our digital landline services, your bill will detail a record of your calls, and any out of bundle call costs made in the month prior to the billing date.

5.2 Payments – Payments will be taken via direct debit each month in accordance with the direct debit mandate. Ordinarily direct debits are taken on or shortly after the 15th of each month.

5.3 Failed payments – If your direct debit payment is unsuccessful or is cancelled without a replacement being put in place, we will ask you to make a debit or credit card payment to bring your account up to date within 5 working days of the failed collection attempt. If payment is not made within 5 working days a missed payment fee of £10 inc VAT will be applied to your account and we may suspend your service until the outstanding balance is received.

5.4 Non-Payment – If you do not make a payment to your account within 30 days of a failed collection, we reserve the right to permanently terminate your service, and bill you the full amount due for all services until the end of the minimum contract period. We may pass this debt onto a debt collection agency, or pursue the amount from you thorough the UK legal system.

6 Cancellations

6.2 Cancellation after the minimum contract period – Cancellations of your service past the minimum contract period require a 1 calendar month notice period. You may start this process before the minimum contract period ends. To cancel your services, please contact us via the usual methods published on our website.

6.1 Early cancellation – Cancellations of your service before the minimum contract period require a 1 calendar month notice period and will result in an early cancellation charge equal to the same amount you would have paid until the end of the minimum contract period. The exception to this is if you move to a new property and we are unable to provide service at your new address. If this is the case, we will ask for proof of your move and release you from the minimum contract period.

6.3 Moving home or premises – If you are moving home or premises, and we cannot offer you service at your new address, we will release you from the minimum contract period provided you supply us with evidence of the move. If you are moving home to a property we are able to offer you service at, we will move your services without any early cancellation fees, provided you place a new order and be bound to the current terms and conditions and minimum contract period. If you are moving home to a new property, we are able to offer you service at, but choose not to place a new order, early cancellation charges per section 6.1 will apply.

6.4 Our right to cancel We reserve the right to cancel your service(s) and terminate your service at any time and for any reason. If you have already paid for the service in advance, we will offer a pro rata refund for the amount paid based on the date(s) the service was received until. We will ask you to return our equipment. If you do not the charges in section 1.6 will apply.

7 Service Price Changes

7.1 Within the minimum contract period - The service pricing is fixed during the minimum contract period, to that that was advertised when you placed your unless there are any changes to UK VAT rate, as per section 7.3.

7.2 Past the minimum contract period – Past the minimum contract period services pricing may change at any time. We will provide at least 45 days' notice of any changes to give you opportunity to cancel your services with us.

7.3 Changes to the UK VAT rate – For our home products, the price advertised while placing your order is inclusive of VAT. Any changes, either increase or decreases to the VAT rate from the UK government after ordering or service activation will be passed on to the you and are not included in our no mid-contract price rises advertisement.

8 Complaints

8.1 Complaints – If you are not happy with any aspect of our service, in the first instance please contact us via the usual methods, published on our website. We will endeavor to deal

with your complaint as quickly and efficiently as possible.

8.2 Complaint escalation – If we have initially been unable to rectify your complaint you may escalate it by following our complaints escalation process published on our website.

9 Credit Checks & Credit Reporting

9.1 Credit Checks & Credit Reporting – 9.1 When you place an order, we may run a credit check by sharing your personal details and address with a credit reference agency. We reserve the right to cancel your order based on the information provided by the credit reference agency.

10 Acceptance

10.1 Terms and conditions acceptance – By placing an order via our website, telephone, or in person sales representative, you are deemed to have accepted these terms and conditions which were presented to you at the time of ordering, and emailed to you shortly afterwards as part of your order confirmation email.

11 30 Day Satisfaction Guarantee

11.1 Eligibility – For some customers in specific network areas we offer a 30 Day Satisfaction Guarantee - in addition to your statutory rights. You can tell if this applies to your order, because it will be clearly stated on your order confirmation email that you are eligible. If your order confirmation email does not state you are eligible the subsequent terms do not apply.

11.2 Commencement Date & Guarantee Period – For eligible customers, our 30 days satisfaction guarantee begins on the date your service was activated (see section 2.2) and lasts 30 calendar days including the activation day.

11.3 The Guarantee – For eligible customers, if during the guarantee period set out in 11.2 you are not entirely satisfied with the services provided, you may cancel your services without paying the early cancellation fees that usually apply (see section 6.1). To cancel your services using the 30 Day Satisfaction Guarantee, please contact us via the usual methods published on our website. Outside of this period the usual cancellation fees (see section 6) will apply.

11.4 Payments, Refunds and Equipment Return – For eligible customers that have cancelled their services using the 30 Day Satisfaction Guarantee, you must still pay for the services for the period that you have used them. If you have already paid for the service past the cancellation date, we will issue a pro rata refund. You must return all equipment supplied to you by us (see section 1.7)