



# WeFibre “Switch Now Promotion” Terms and Conditions

We are WeFibre Ltd (registered number 12214853) (“We”, “Us”, “Our”) whose registered office is at NorthStar, 135-141 Oldham Street, Manchester. Any reference to “You” or “Your” shall be interpreted to mean you and anybody you allow to use the Qualifying Services (as defined at clause 1.1 below).

Terms defined in these promotion terms and conditions shall have the same meaning as those set out in the Standard Terms (as defined at clause 2.2 below).

Please read these promotion terms carefully before You submit Your order to Us. These promotion terms and conditions shall form part of Your Contract with Us

If You think that there is a mistake in these promotion terms and conditions, please contact Us to discuss.

## 1. Promotion Terms

- 1.1. The Switch Now promotion (the “Promotion”) is only available on new orders for broadband services (a “Qualifying Service”) where the broadband service is delivered entirely through our own network (as determined and notified by Us in Our sole discretion) and that are placed by residential or business customers during the promotion period being 1 November 2022 to 30 June 2023 (inclusive).
- 1.2. Where an order for Qualifying Services is placed by You, You shall be entitled to a period during which the Qualifying Services shall be provided free of any Charges. For the purpose of these Promotion terms and conditions, “Charges” means the monthly charge payable for our broadband services, but excluding any static IP address fees, battery back-up unit fees, installation fees, activation charges, fees for additional telephone plans, fees for any calls that are not included in your relevant broadband services package and/or any other charges/fees related to our broadband services or other services. Further details of which are set out below:

Remaining fixed term period for Your Existing Provider’s broadband service at the property as at the Start Date	Period during which Our broadband service will be provided free of any Charges (the “Promotion Period”)
less than 1 month (including no minimum commitment period)	1 month
1 month or more but under 2 months	2 months
2 months or more but under 3 months	3 months
3 months or more but under 4 months	4 months
4 months or more but under 5 months	5 months
5 months or more but under 6 months	6 months
6 months or more but under 7 months	7 months
7 months or more but under 8 months	8 months
8 months or more	9 months

- 1.3. On expiry of the Promotion Period, You will be charged for the Qualifying Service for the remainder of the fixed term period in accordance with the terms of Your Contract.

## 2. Eligibility

2.1. In order to benefit from the Promotion, You must:

- a. have an agreement for broadband services with another provider at the same property (the “Existing Provider”);

- b. be a residential or business customer; and
- c. not be an existing customer.

2.2. All orders for Qualifying Services accepted under the Promotion shall be subject to:

- a. Our standard terms and conditions relating to the supply of broadband services, including any applicable Order Form (the "Standard Terms"); and
- b. a contractual minimum period of not less than 12 months beginning on the Start Date (as defined in the Standard Terms).

2.3. In order to benefit from the Promotion, You will need to:

- a. register with Us via Our website, portal, or other online platform and place an order for Qualifying Services; and
- b. provide the following information: (i) proof that You are receiving broadband services at the property from Your Existing Provider; and (ii) proof of the remaining fixed term period for Your Existing Provider's broadband service at the property.

2.4. You must provide the information described in clause 2.3(b) above either:

- a. at the point of placing an order for Qualifying Services; or
- b. within 30 days of the Start Date of the Qualifying Service.

2.5. We reserve the right to refuse or cancel any order for Qualifying Services where We think You or any order does not qualify for the Promotion.

2.6. If We accept Your order for Qualifying Services and We deem the information provided in accordance with clause 2.3(b) satisfactory (in Our sole discretion), the Promotion will be immediately applied to Your order for Qualifying Services. You will receive an email confirming that the order for Qualifying Services has been completed.

2.7. If You fail to provide the information required in accordance with clause 2.3(b), or such information is not sufficient in Our sole opinion, then the Promotion will be applied to Your order for Qualifying Services for the period of 1 month only. Thereafter You will be charged for the Qualifying Service for the remainder of the fixed term period in accordance with the terms of Your Contract.

### 3. Other Important Terms

3.1. We reserve the right to withdraw the Promotion at any time and without notice, or to refuse or cancel any order where We think You or any order does not qualify for the Promotion.

3.2. If there are any inconsistencies between the provisions in these promotion terms and conditions and any other provisions in the Standard Terms, the provisions in these promotion terms and conditions shall prevail for orders for Qualifying Services.

3.3. No other promotion or offer can be used in connection with this Promotion.

3.4. This Contract is between You and Us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the Contract or make any changes to these terms.

3.5. Each of the clauses of these promotion terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

3.6. These promotion terms and conditions are governed by English law and You can bring legal proceedings in respect of the Qualifying Services in the English courts. If You live in Scotland You can bring legal proceedings in respect of the Qualifying Services in either the Scottish or the English courts. If You live in Northern Ireland, You can bring legal proceedings in respect of the Qualifying Services in either the Northern Irish or the English courts.