ELEXAAR

Home Broadband Terms & Conditions

Residential Full-Fibre (FTTP) Service Agreement

Version: 1.6

Effective Date: 15 November 2026

These terms and conditions ("Conditions"), together with your Order Confirmation, Contract Summary, Contract Information, Acceptable Use Policy, and Privacy & Cookie Policy (available at https://elexaar.com), form the legal agreement ("Contract") between you and **ELEXAAR LTD** for your broadband service. Please read them carefully before placing your order.

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Key Facts & Common Questions

- **What services am I getting?** We provide strictly high-performance, data-only full-fibre (FTTP) internet connections. No traditional landline telephone services or voice packages are included.
- **CRITICAL EMERGENCY SERVICES WARNING:** Because this is a data-only service, you will have **no dial tone**. You cannot make standard voice calls or reach emergency services (**999** or **112**) from this connection. You must ensure you have an alternative method, such as a mobile phone, to contact emergency services at all times.
- **How long does my service last and when does it start?** Your broadband service runs for the fixed Minimum Term (typically **12 or 18 months**) selected at checkout, starting on your **Commencement Date** (the date your line goes officially live). After your Minimum Term ends, your Contract continues automatically on a flexible **30-day rolling monthly basis** unless you renew or cancel.
- **What happens if I change my mind?** Under the Consumer Contracts Regulations 2013, you have a **14-day cooling-off period** starting the day after your line goes live or your hardware is delivered (whichever is later) to cancel without Early Termination Charges. If your service has already gone live before you cancel, you will pay a pro-rata charge for the days of service received up to the disconnection date. Any loaned equipment must be returned in good condition, or full replacement charges will apply.
- **Will my charges increase?** Elexaar guarantees **£0.00 mid-contract price increases** for the entire duration of your active Minimum Term—the monthly price you sign up for is the price you pay. Once your Minimum Term expires and you move onto an out-of-contract rolling monthly tariff, your monthly charge may increase once per year on or after **31 March** by up to **£2.00** per month (including VAT), following at least **30 days' written notice**.

Terms and Conditions for the Elexaar Broadband Service

1. Legal Status, Business Ownership & Eligibility

1.1 This Contract is directly with **ELEXAAR LTD** (trading as **Elexaar**), a company registered in England and Wales under **Companies House number 17570325**, whose registered office is at **20 Wenlock Road, London, England, N1 7GU** ("Elexaar", "we", "us"). All automated card and Direct Debit collections via **Stripe** or **GoCardless** are processed under this corporate entity.
1.2 To enter into this Contract, you must be **18 years of age or older**, have legal authority to authorize installation at the target premises, and provide accurate, complete personal and contact details. You agree to keep your email address and billing details up to date in the Elexaar Client Portal.
1.3 We reserve the right to perform a credit and identity validation check prior to accepting your Order and may decline or limit services based on the outcome.

2. Service Activation, Billing Start Date & Cooling-Off Rights

2.1 Upon order acceptance, your connection profile is provisioned immediately through our wholesale fibre network partners. While engineers may complete physical splicing earlier than scheduled, **your subscription billing will only begin from your exact Commencement Date**.
2.2 You may cancel your Order within **14 calendar days** from the day after your Commencement Date or hardware delivery (whichever is later) by notifying us in writing via the Elexaar Portal or email.
2.3 If you cancel during the 14-day cooling-off period after your service has already been activated, you must pay the standard un-discounted daily pro-rata charge for the period between your Commencement Date and the date your line is ceased, plus any non-return charges for Loaned Equipment.

3. Data Delivery, Speeds & Performance Guarantees

3.1 **Unlimited Data:** Your Service includes genuinely unthrottled, unlimited data upload and download capacity with no monthly usage caps or routine traffic throttling.
3.2 **Operational Throughput Guarantee:** We guarantee wirespeed transit performance directly to your ONT Demarcation Point. If your line throughput falls below the minimum guaranteed speed stated in your Contract Summary due to a fault within Elexaar's direct network control and cannot be restored within **30 calendar days**, you may exit your Contract without Early Termination Charges and receive applicable billing remedies under your Service Level Agreement (SLA). This guarantee does not cover local Wi-Fi interference, internal home wiring, or third-party router bottlenecks.
3.3 **Network Integrity:** We monitor aggregate infrastructure health rather than individual customer traffic content. In rare cases of severe network anomalies, automated DDoS/malicious traffic, or unauthorized commercial hosting, we reserve the right to apply temporary automated routing protections to preserve network stability for all users.

4. Service Use, Restrictions & Suspension Rights

4.1 **Residential Use Only:** The Service is strictly for private, domestic, residential use. Commercial reselling, operating high-volume public servers, or running open mail/proxy relays is prohibited.
4.2 **Lawful Use:** You are responsible for all activity occurring over your connection (including by household members or guests). You must not use the Service for unlawful purposes, copyright infringement, network scanning/attacks, or malware distribution.
4.3 **Suspension & Remedy:** For minor breaches of these Conditions, we will give you written notice and **7 days** to remedy the issue before restricting your Service. For severe network abuse, fraud, illegal activity, or threats to infrastructure security, we reserve the right to suspend or terminate your Service immediately without prior notice.

5. Bring Your Own Device (BYOD) & Loaned Equipment

5.1 **BYOD Freedom:** You are welcome to use your own third-party router or mesh system. Elexaar provides clean Ethernet handoffs, connection parameters, and static IP allocations directly to your hardware.
5.2 **Support Boundaries:** For customer-owned hardware, our UK engineering team will verify healthy optical and Ethernet signal delivery to your ONT Demarcation Point and provide "best-effort" configuration guidance, but we cannot troubleshoot third-party router firmware or internal LAN setups. Full plug-and-play hardware support applies to official Elexaar Broadband Hubs.
5.3 **Ownership & Care of Loaned Equipment:** All Loaned Equipment remains the sole property of **ELEXAAR LTD** at all times. You must keep it safe, indoors, and in good working order, and must not tamper with, modify, or sell it. You are liable for the full replacement cost (as published in our online Price List) if Loaned Equipment is lost, stolen, or damaged while in your care.

6. Installation, Engineer Visits & Faults

6.1 Physical installations and line repairs are carried out in partnership with certified **Openreach** network engineers. You confirm you have the property owner's or landlord's permission for internal ONT mounting and fibre entry.
6.2 A legally responsible adult (aged 18+) must be present throughout the scheduled engineering appointment window. Appointments must be rescheduled or cancelled at least **one full working day (24 hours)** in advance; missed appointments or late cancellations incur standard wholesale missed-appointment fees.
6.3 Full wholesale engineer call-out charges apply if an engineer attends your premises and finds no fault on the Elexaar/Openreach network, or finds the fault was caused by accidental/domestic damage, pets, tampering, or your own hardware.

7. Charges, Add-Ons, Fixed-Price Guarantee & Renewals

7.1 **Zero Mid-Contract Price Rises:** Your core monthly broadband fee is fixed for the entire duration of your Minimum Term.
7.2 **Optional Add-Ons:** Optional extras (such as Static IPv4 addresses or Enhanced Care SLAs) are billed monthly on a **30-day rolling basis** unless stated otherwise at checkout, and can be cancelled independently on 30 days' notice without affecting your core broadband Contract.
7.3 **End-of-Contract & Rolling Renewals:** Between **10 and 40 days** before your Minimum Term expires, we will send you an **End-of-Contract Notification** confirming your expiry date, current monthly rate, and renewal options. If you take no action, your Contract will automatically continue on a **30-day rolling monthly basis**, and we will send you an **Annual Best Tariff Notification** every 12 months thereafter. Out-of-contract prices may be adjusted once annually on or after 31 March by up to **£2.00** per month with 30 days' prior written notice.

8. Payments, Stripe & GoCardless

8.1 Broadband subscriptions and Add-Ons are billed monthly in advance via automated **Direct Debit (GoCardless)** or **Credit/Debit Card (Stripe)**. All advertised residential prices include UK VAT at the prevailing rate.
8.2 If an automated payment fails or an invoice remains unpaid past its due date, we will issue a written payment reminder. If full payment is not received within **7 calendar days** of that reminder, automated network suspension will be applied to your line. Reconnection fees and reasonable debt recovery costs may apply if the account remains overdue.

9. Termination, Home Moves & One Touch Switching (OTS)

9.1 **Cancelling After Minimum Term:** Once outside your Minimum Term, you may cancel your Service at any time by giving **30 days' written notice** via the Elexaar Portal, or seamlessly by placing an order with a new provider using the **TOTSCO One Touch Switching (OTS)** platform.
9.2 **Early Termination Charges (ETC):** If you cancel your Service (or switch away via OTS) before your Minimum Term ends—except where permitted under Clauses 2.2, 3.2, or 10.2—an Early Termination Charge will apply, calculated from your remaining monthly Minimum Term fees minus VAT and direct wholesale costs saved by Elexaar.
9.3 **Moving Home:** If you move house during your Minimum Term, we will check wholesale fibre availability at your new address. If we cannot supply Elexaar broadband at your new premises, standard Early Termination Charges will apply.
9.4 **Equipment Return:** All Loaned Equipment must be returned to Elexaar within **60 calendar days** of service termination. Unreturned or damaged hardware will be charged at full replacement value.

10. Changes to Your Contract

10.1 We may make minor administrative, security, or regulatory updates to these Conditions without penalty where they do not disadvantage you.
10.2 If we propose any change to your core Service or Minimum Term Charges that materially disadvantages you, we will give you at least **30 days' written notice**, during which you have the right to terminate your Contract without paying Early Termination Charges.

11. Limitation of Liability

11.1 Nothing in this Contract limits or excludes our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any statutory consumer rights that cannot be excluded under UK law.
11.2 Subject to Clause 11.1, Elexaar's total aggregate liability to you under or in connection with this Contract (whether in contract, tort, negligence, or otherwise) shall not exceed **£1,000** in any 12-month period.
11.3 Because this is a residential service, we are not liable for any business losses (including loss of profits, revenue, contracts, or business interruption), loss of data, or any indirect or consequential losses not reasonably foreseeable when you placed your Order.

12. Data Protection, Complaints & Governing Law

12.1 **Privacy:** We process your personal data in strict accordance with UK GDPR, the Data Protection Act 2018, and our Privacy & Cookie Policy (https://elexaar.com).
12.2 **Complaints & Ombudsman Escalation:** If you are unhappy with any aspect of our Service, please log a complaint via the Elexaar Portal (https://portal.elexaar.com/login). We aim to resolve all complaints internally within **6 weeks**. If we cannot reach a resolution within 8 weeks—or if we issue a formal Deadlock Letter earlier—you may escalate your complaint free of charge within **12 months** to **The Communications Ombudsman**, an Ofcom-approved Alternative Dispute Resolution (ADR) scheme (www.commsombudsman.org / 0330 440 1614).
12.3 **Governing Law:** If your installation premises are in England or Wales, this Contract is governed by the laws of **England and Wales**. If your premises are in Scotland or Northern Ireland, the laws of **Scotland** or **Northern Ireland** respectively shall apply.

Annex A: Definitions & Regulatory Contact Information

Contract & Technical Definitions

For ease of reference, the following capitalized terms used throughout your Contract have the meanings set out below:

- **Acceptable Use Policy (AUP):** Elexaar's rules governing fair, lawful, and safe use of our network infrastructure, published on our website.
- **Add-On:** Any optional monthly service feature selected alongside your core broadband package (such as a Static IPv4 address or Enhanced Care SLA).
- **Commencement Date:** The exact date and time your broadband connection is verified as active and ready for use, from which subscription billing begins.
- **Contract:** Your binding agreement with ELEXAAR LTD comprising these Conditions, your Order Confirmation, your Contract Summary, Contract Information, Acceptable Use Policy, and Privacy & Cookie Policy.
- **Contract Summary & Contract Information:** The pre-contract regulatory summary documents provided to you before you place your Order, detailing your speed guarantees, pricing, and Minimum Term.
- **Demarcation Point:** The Ethernet port on the Optical Network Terminal (ONT) wall box installed at your premises, where Elexaar's network responsibility ends and your internal home network begins.
- **Early Termination Charge (ETC):** The fee payable if you cancel your Service or switch providers before your Minimum Term expires (where not exempt under these Conditions), calculated from your remaining monthly Minimum Term charges minus VAT and direct wholesale costs saved.
- **Elexaar Portal:** Your secure online account, billing, and support management dashboard.
- **Loaned Equipment:** Any router, Elexaar Broadband Hub, mesh node, or ancillary hardware supplied by Elexaar to you on loan for use with the Service (excluding the Openreach ONT wall box, which remains wholesale network property).
- **Minimum Term:** The initial fixed commitment period (such as 12 or 18 months) selected during checkout.
- **One Touch Switching (OTS):** The UK industry switching process regulated by Ofcom and operated via **TOTSCO** (The One Touch Switching Company), allowing residential customers to switch broadband providers through their new provider

UK Regulatory & Independent Advice Contacts

If you ever need independent regulatory guidance, dispute resolution, or data protection advice regarding your broadband service, you can contact the following UK bodies:

- **The Communications Ombudsman (Independent Dispute Resolution):**
  - **Role:** Ofcom-approved Alternative Dispute Resolution (ADR) scheme for unresolved residential broadband complaints (after 8 weeks or upon receiving a Deadlock Letter). Free for consumers to use.
  - **Telephone:** 0330 440 1614
  - **Website:** www.commsombudsman.org
  - **Post:** The Communications Ombudsman, P.O. Box 730, Warrington, WA4 6WU
- **Ofcom (UK Communications Regulator):**
  - **Role:** Regulates UK broadband providers and monitors compliance with Ofcom General Conditions.
  - **Telephone:** 0300 123 3333 or 020 7981 3040
  - **Website:** www.ofcom.org.uk
  - **Post:** Ofcom, Riverside House, 2a Southwark Bridge Road, London, SE1 9HA
- **Information Commissioner's Office (ICO — Data Protection):**
  - **Role:** Independent UK authority upholding information rights and UK GDPR compliance.
  - **Telephone:** 0303 123 1113
  - **Website:** www.ico.org.uk
  - **Post:** Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
- **Citizens Advice (Consumer Rights Guidance):**
  - **Role:** Free, independent consumer advice on UK telecoms contracts and statutory rights.
  - **Telephone:** 0808 223 1133 (England & Wales) | 0800 028 1456 (Scotland)
  - **Website:** www.citizensadvice.org.uk