



Loaned Equipment Agreement

Dated: 17.01.2025

This Loaned Equipment Agreement is made between you ("**the Customer**") and Spectrum Fibre Limited ("**the Company**"). The terms of this agreement shall have the same meaning as the terms set out in other sections of your Ogi Service Agreement terms and conditions.

1. Ogi Equipment Loan

- 1.1 The Company agrees to loan the Customer the necessary equipment required for the provision of fibre broadband services. The term Ogi Loaned Equipment refers to the Ogi router, booster or any other apparatus that the Company determines to be Ogi-owned and provides to the Customer for use during the term of this agreement ("**Ogi Loaned Equipment**").
- 1.2 The Customer acknowledges that the Ogi Loaned Equipment remains the property of the Company at all times and shall not claim any ownership rights over it.

2. Ogi Equipment Loan Care and Return of Ogi Loaned Equipment

- 2.1 The Customer agrees to exercise reasonable care in using the Ogi Loaned Equipment and shall take all necessary precautions to prevent any damage or loss.

2.2 Responsibility for Faults

The Customer shall be responsible for any faults caused by:

- a. Misuse or neglect of the Ogi Loaned Equipment;
- b. Accidental or deliberate damage to the Ogi Loaned Equipment;
- c. Failure to follow reasonable instructions provided by the Company;
- d. Use of equipment owned by the Customer that has not been supplied by the Company;
- e. Tampering or disassembling the Ogi Loaned Equipment without the consent of the Company;

- f. Any other actions likely to cause damage to the Ogi Loaned Equipment, unless done so at the request of the Company.

3. Notice for Return of Loaned Ogi Loaned Equipment

- 3.1 Either the Customer or the Company may give notice at any time for the Ogi Loaned Equipment to be returned.
- 3.2 The Company will only give notice where it is reasonable to do so, and such notice may be given in the following circumstances:
 - a. The Ogi Loaned Equipment is no longer enabled to receive the service; or
 - b. The Company is replacing the loaned Ogi Loaned Equipment with similar Ogi Loaned Equipment that provides similar or better functionality.

4. Replacement of Faulty Ogi Loaned Equipment

- 4.1 The Company agrees to replace any faulty Ogi Loaned Equipment during the term of this Agreement, unless:
 - a. The fault is determined to be the result of the Customer's actions or negligence; or
 - b. The Company has requested the return of the Ogi Loaned Equipment, and the Customer has failed to do so.

5. Insurance

- 5.1 The Company recommends that the Customer obtains insurance coverage to protect against any damage, loss, or theft of the Ogi Loaned Equipment during the term of this Agreement. The Company accepts no liability for any damage to the Ogi Loaned Equipment as set out in clause 2.2.1 above.

6. PAT Testing

- 6.1 Although not a legal requirement, the Company recommends that the Customer conducts Portable Appliance Testing (PAT) on the Ogi Loaned Equipment annually to ensure its safety and compliance with electrical regulations.

7. Disabling of Ogi Loaned Equipment

- 7.1 The Company reserves the right to disable the Ogi Loaned Equipment at the end of the service contract or if the Customer breaches any terms of this Agreement.
- 7.2 The Company agrees to provide the Customer with a minimum of 7 days' notice prior to disabling the Ogi Loaned Equipment, except in cases where immediate action is necessary to protect the Company's network or infrastructure.

8. Recovery of Ogi Loaned Equipment

- 8.1 If the Customer fails to return the Ogi Loaned Equipment within a timely manner after the termination of the service contract or upon the Company's request, the Customer agrees to pay a charge as specified by the Company for the non-return or damage of the Ogi Loaned Equipment.
- 8.2 The Company reserves the right to take legal action to recover the Ogi Loaned Equipment, including any costs incurred in the process.

9. Limitation of Liability

- 9.1 The Company shall not be liable for:
 - a. The act of requesting the return of Ogi Loaned Equipment;
 - b. Disabling Ogi Loaned Equipment;
 - c. Taking legal action to recover Ogi Loaned Equipment.
- 9.2 The Company shall not be liable for any delay or failure to repair or replace Ogi Loaned Equipment caused by events beyond its control, including but not limited to force majeure, epidemic, civil unrest, terrorism, war, and government activities.

10. Limitation of Loss of Damage

- 10.1 The Company shall not be liable for any loss or damage caused by the Company or its respective officers, employees, or agents, unless:
 - a. There is a breach of a legal obligation or duty of care owed to the Customer by the Company or any respective employees or agents; and
 - b. Such loss or damage was contemplated by both parties at the time of entering into the service agreement.

11. Notice

- 11.1 Where the Company is required to give notice under this agreement, it may do so by letter, email, SMS, or within the Customer's online account. Any notice given by the Customer must be given by telephone to 029 2002 0550. Or in writing to the Company's address at Ty Ogi, Hodge House, St Mary's Street, Cardiff CF10 1DY.
- 11.2 Notice given by the specified means will be processed within 3-5 days. Notice provided in writing to the Company's address as set out in Clause 11.1, will not be processed until the Company has spoken to the Customer and verified their account.

12. Transfer of Rights and Obligations

- 12.1 The Company reserves the right to transfer its rights and obligations under this agreement to any subsidiary company, firm, or person, either as a variation to this agreement or as a new agreement. Such transfer shall not negatively affect the Customer's rights under this agreement.
- 12.2 Any new agreement resulting from the transfer shall become effective 31 days after the Company notifies the Customer.

13. Governing Law

- 13.1 This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.