

Guidance on billing, compensation, refunds, and debt collection

This guidance is effective from 26 June 2023. Unless otherwise defined in this guidance, capitalised terms have the meaning given to them in the Terms for Residential Services and Terms for Business Service, as applicable. This guidance applies only to residential customers and business customers who are either a Not-for-Profit Customer (which means a body for which no more than 10 individuals work as employees or otherwise (but excluding volunteers) or a Small Enterprise Customer (which means a business for which no more than 10 individuals work (whether as employees or volunteers or otherwise)).

Billing

1. Your Order Confirmation will set out your monthly charges, as well as any one-off fees such as for activation and installation. Further information on our charges and fees is available from the applicable Charges and Fees document in the Legal section of the Swish Fibre website (swishfibre.com/legal).
2. You will pay for your services monthly in advance. Payments must be made by direct debit unless another payment method is noted on your invoice. When paying by direct debit, your first monthly payment will be taken within five days of your services being activated and on the same day thereafter (or the next working day if the relevant day is a non-working day).
3. If we do not have a valid direct debit for you at any point, we will contact you to set one up. It is important that you respond to this message and set up a new direct debit. Otherwise, you are likely to miss a payment and begin falling into debt.
4. Please also contact us as soon as possible if you believe that there is anything wrong with your monthly charges.

Compensation

5. We understand that your time is precious and that our Services are important for you professionally and in your personal life. If we arrange an installation or service appointment for a specific day and miss it, then unless we have given you at least 24 hours' notice, we will provide you with a £15 service credit.
6. If you are switching to Swish Fibre from another provider at the same address, and the activation of your service is delayed, and it is our fault, for example because we missed an installation appointment without giving you 24 hours' notice, then we will also give you £5 of service credit for every day of delay up to a maximum of 20 days. These arrangements do not apply where we are installing a new service, for example if you are moving into a new home.
7. If your service has stopped working, is not fully fixed two full working days after you first report it to us and it is our fault, we will give you £5 of service credit for every day it is not fixed up to a maximum of 20 days.
8. Please see the table in **Annex A** for more information.
9. Please note that if you are a Not-for-Profit Customer or are a Small Enterprise Customer, and you have a Service Level Agreement (SLA) with us, then the compensation arrangements set out in that SLA will apply and not the arrangements set out in this document.

Refunds

10. You may be entitled to a refund or pro-rata refund in the following circumstances:
 - a) If you are a Residential Customer and you cancel your order by contacting us within 14 days of the Initial Order Confirmation being sent to you.

- b) If you are a Residential Customer and we terminate your contract on any date before the Activation Date and you have paid for Services that have not been provided (e.g. any upfront costs).
- c) If you are a Residential Customer and you cancel your Voice Service during a monthly billing period, less any Early Termination Charges or other fees or charges that you may owe us.
- d) If you terminate your contract in accordance with clause 9 of the Residential Terms or clause 10 of the Business Terms, less any Early Termination Charges or other fees or charges that you may owe us.
- e) If we end the contract in accordance with clause 11 of the Residential Terms or Business Terms.

11. Please contact our Customer Care team for more information, using the contact details below.

Missed Payments

12. If you miss a payment, we will contact you. We understand that circumstances can change. If you are experiencing financial difficulties, please do get in touch with us. We are here to help, and we can discuss options to support you, such as:
- a) Lowering the cost of your monthly package by moving you to a less expensive speed tariff or removing some of the additional services you take.
 - b) Setting up a payment plan to allow you to pay off any debts that you have built up over a reasonable period.
 - c) Agreeing to a limited payment deferral period to allow you some time to put your financial affairs in order.
13. If you are struggling financially, we would also advise you to contact *Citizens Advice* (citizensadvice.org.uk) or a free debt charity such as *Step Change* (stepchange.org) or the *National Debtline* (nationaldebtline.org), who can provide additional help and support.
14. If you miss a payment(s), we will make several attempts to contact you, using different communications methods, such as phone, email, and letter. If you do not contact us in response, we will likely suspend your services. Before we suspend your services for a failure to pay, we will normally give you 20 working days' notice. We will also give you a final warning five days beforehand.
15. If you take our Voice Services, then if we suspend your Voice Services, then that we will stop you from being able to make outgoing calls, except for calls to the emergency services.
16. If your account is suspended and you still do not contact us, then we will terminate your contract and ask you to return any equipment to us, such as our router (sometimes also called a pod or plume). Please note that if your contract is terminated, you may still be subject to early termination fees and additional charges. Please see the applicable Charges and Fees document in the Legal section of our website for more information (swishfibre.com/legal).
17. We reserve the right to turn any outstanding debt over to a debt collection agency or to bring civil proceedings ourselves to recover any money owed. However, this is very much a last resort that we wish to avoid. If you contact us, we will do everything we can to help if you are experiencing financial difficulties.

How to Contact Us:

By Phone:

0800 0489415



By Email:

support@swishfibre.com

By Post:

Swish Fibre, 13 Salisbury Place, London W1H 1FJ

Annex A: Compensation

Service Issue	Service Credit
Missed installation appointment: Engineer fails to attend a scheduled installation appointment and Swish has not given you at least 24 hours' notice of a change or cancellation.	£15 per missed appointment.
Missed service appointment: Engineer fails to attend a scheduled service appointment and Swish has not given you at least 24 hours' notice of a change or cancellation.	£15 per missed appointment.
Delayed install of broadband and/or Voice Services: Swish has provided you with an Activation Date for your broadband and Voice service (if applicable) and it is our fault that we fail to get your service up and running on that date.(See Note 1)	£5 per day of delay up to a maximum of 20 days. (See Note 2)
Delayed number port: Swish has provided you with a date on which your existing landline number will be transferred from your existing provider to your new Swish Voice service and it is our fault that the transfer has not completed by that date.	£5 per day of delay up to a maximum of 20 days. (See Note 2)
Loss of service: Your service has stopped working, the fault is ours and the service is not fully fixed two full working days after you first report it.	£5 per day that the service is not repaired up to a maximum of 20 days. (See Note 2)

Note 1: These arrangements only apply where you are switching to Swish Fibre from another provider at the same address. They do not apply where we are installing a new service, for example if you are moving into a new home.

Note 2: Please note that the maximum daily service credit is £5 per day up to a maximum of 20 days for any delay, even if the delay affects more than one service (e.g. your broadband and Voice Service) or if the delay involves our Voice Service and a number port.