

Contract Agreement for Internet Services

An Agreement dated the
internet service provider.

between the Customer and the

CUSTOMER :

SERVICE PROVIDER: **Open Fibre UK Limited** (Company registration 14426143) of
Orchard House, Hessle, HU13 0AA

SUPPLIED ADDRESS:

PRICE PER MONTH: means the price the customer agrees to per calendar month
for the duration of the contract

Term: means the period the customer agrees to be in contract with
the service provider

INTRODUCTION

The Contract is for the provision of FTTP Internet services.

The Service provider is agreeable to providing such FTTP Internet services on the terms and conditions as set out in this agreement. Any additional services agreed are as set out in schedule 1 to the Agreement.

The Customer agrees to appoint the Service provider to provide FTTP Internet services as agreed.

The Customer agrees to make payment in full for those services in accordance with the terms of this Agreement.

THE SERVICE:

Type:	Cost Per Month:	Term:	Equipment:
			Router

VAT is chargeable and included on these fees at the current rate.

1. Termination of the agreement during the fixed term

The term of the agreement (The Term) will begin on the date of this agreement and will remain in full force for the initial period. Thereafter, the agreement will continue for further periods of 30 days, unless effective termination has occurred.

The correct notice to terminate must be given to the Service Provider by the Customer.

If effective termination has not occurred, the contract will continue for a rolling periods of 30 days.

In the event that the Service Provider wishes to terminate the agreement at the end of the initial period, written notice will be given to the Customer within the last 30 days the initial period

In the event that the Customer breaches a material provision under this agreement, the Service Provider may terminate this agreement immediately and require the Customer to indemnify them against all reasonable damages.

This agreement **may** be terminated at any time by mutual agreement of the parties which must be evidenced in writing.

2. 14 Days Rights to cancel

The customer has the legal right to cancel this contract if they wish any time within the 14 days starting with the date of the Agreement. Cancellation is deemed to have taken place upon the Service Provider receiving notice in writing within the fourteen day period. Notice can be given in writing or email, Please see section 16.

3. Payment

The Customer must make payment for the Internet Service as provided by the Service Provider. Time is of the essence in regards to payment for services.

The Customer must make payment by monthly direct debit on, or around the 1st of each calendar month.

The Customer must pay for rental costs monthly in advance.

All direct debits must be made in full without any set off or deduction.

Any query to be raised in respect of an invoice must be raised within 14 days of receipt of the invoice. Time is of the essence in resolving any payment issues.

The Service Provider reserves the right to withhold all or part of the FTTP Internet if full payment is not met on the monthly direct debit as agreed. If payment remains unpaid for a period of 14 days or beyond, the Service Provider reserves the right to stop all FTTP Internet services to the Customer immediately without further notice. The Service Provider may at its discretion reinstate the provision of services, if matters are satisfactorily resolved.

If FTTP Internet and related services stop as a result of non-payment, the Service Provider is not responsible in any way for any loss incurred by the Customer as a result of break in the provision of those services whether directly or indirectly. The Service Provider is not responsible in any way to indemnify the Customer for any loss of business howsoever incurred which resulted from withheld services as a result of missed payments or no payment being made to the Service Provider for the services provided.

The Service Provider will upon request provide invoices to the Customer for the services provided. Accept as otherwise provided for in this agreement, all monetary amounts referred to are GBP.

4. Confidentiality

Confidential information refers to any data or information relating to the business of the Service Provider which would reasonably be considered to be proprietary to the Service Provider including but not limited to business processes, internet & telephony services, information for costings, staffing information and any other information generally known in the industry of the Service Provider and where the release of that confidential information could reasonably be expected to cause harm to the company.

The Customer agrees that they will not disclose, divulge, reveal, report or use for any purpose any confidential information which the Service Provider has obtained during the course of the agreement, except as authorised by the Service Provider or as required by law. The obligations of confidentiality will apply during the term of this agreement and will survive indefinitely upon termination of the agreement.

5. Ownership of Intellectual Property

All intellectual property and related material, including any trade secrets, moral rights, good will, relevant registrations and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (Intellectual Property) that is developed or produced under this agreement will be the sole property of the Service Provider. The use of the intellectual property by the Customer will not be restricted.

The Customer may not use the intellectual property for any purpose other than contracted for in this agreement except with the written prior permission of the Service Provider. The Customer will be responsible for any and all damages resulting from the unauthorised use of the intellectual property.

Return of property upon the expiry or termination of this agreement - The Customer will return to the Service Provider any property, hardware, documentation, records or confidential information which is the property of the Company. This must be done in a timely manner.

6. Modification or Amendment of Agreement

Any amendment or modification of this agreement or additional obligation assumed by either party to the agreement will only be binding if evidence in writing and signed by each party accordingly.

7. Titles and Headings

Headings are inserted for the convenience of the parties to this agreement and are not to be considered when interpreting this agreement. Titles and headings are simply for ease of reference.

8. Law

This agreement will be governed by and construed in accordance with the laws of England and Wales.

In the event that any of the provisions contained within this agreement are held to be invalid or unenforceable in whole or in part, all other provisions will remain to be valid and enforceable whilst the invalid or unenforceable parts are severed from the agreement.

9. Waiver

The waiver by the Service Provider of any breach on the part of the Customer in respect of a material breach, default, delay or omission of any kind of any of the provisions in this agreement will not be construed as a waiver of any subsequent breach of the same or similar provisions.

10. Force Majeure

The Service Provider shall not in any circumstances have any liability to the Customer under this agreement if it is prevented from or delayed, as detailed below, in performing its obligations and providing the telephone services, as agreed.

Acts, events, omissions or accidents beyond its reasonable control including without limitation; strikes, lockouts other industrial disputes whether involving the workforce of the Company or any other party, failure of a utility service or transport network, act of god, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

11. Entire Agreement

This agreement between the parties constitutes the entire agreement and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them whether written or verbal relating to the subject matter.

Each party acknowledges that in entering into this agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty whether made innocently or negligently that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement on any statement in this agreement.

12. Assignment

The Customer shall not without the prior written permission of the Service Provider, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.

The Service Provider may at any time assign transfer charge subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.

13. No Partnership or Agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties or to authorise either party to act as agent for the other and neither party shall have authority to act in the name of or on behalf of or otherwise bind in any other way its including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power.

14. Third Party Rights

No person/company or other entity other than those parties to this agreement, their successors and permitted assignees shall have any right to enforce the terms of this agreement.

15. Publicity

No announcement or information concerning this agreement or any ancillary matter shall be made or released or authorised to be made or released by either of the parties without the written prior permission of the other party save as maybe required to enable either of the party to perform its obligations under this agreement or as required by law.

16. Notices

Any notice or any other communication given to the Service Provider under this agreement must be in writing, signed by the Customer and delivered by hand personally or first class post; specifically in relation to any notice to effect termination of this agreement.

Any notice or communication shall have been deemed to have been received as follows;

If delivered personally by hand – at the time the notice(s) is/are left at the correct address.

If sent by first class mail - on the second business day after posting or

If sent by recorded delivery - at the time of any recorded or tracked delivery service is signed for.

In witness whereof the parties hereto by their authorised signatory have executed this agreement.

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Signed by the Customer

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Date

Aly Smith

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Authorised signatory of Open Fibre UK Limited

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Date