

Terms and Conditions – Business Customers

Supply of Full Fibre Broadband Internet Services

1 DEFINITIONS

1.1 In this Contract:

“Additional Service Charges” means the fees payable by the Customer for additional work outside the scope of the Services or LF’s obligations under this Contract;

“Charges” means the fees payable by the Customer for the Services as more fully described in clause 10 (Charges and Deposits), including the Connection Charge and, Service Charge;

“Committed Term” means the minimum contract period for the Services detailed in the Order Form, which shall commence on the Operational Services Date;

“Confidential Information” means the provisions of this Contract and the Order Form placed and all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this Contract;

“Connection Charge” means the fees payable by the Customer for initial connection to the Services as detailed in the Order Form;

“Content” means information made available, displayed or transmitted in connection with the Service (including information made available by means of an HTML “hyperlink”, third party posting or similar means) including all trademarks, service marks and domain names contained in such information, as well as the contents of any bulletin boards or chat forums, and all upgrades, updates, modifications and other versions of any of the foregoing;

“Contract” means the Terms and Conditions together with the Order Form and any documents annexed to the Order Form, including the Special Conditions;

“Customer” means the entity listed on the Order Form;

“Ethernet Services” means the LF service Ethernet bandwidth delivered as over fibre;

“Force Majeure Event” has the meaning given to it in clause 14.1 (Force Majeure);

“Holding Company” has the meaning set out in Section 1159 Companies Act 2006;

“Lightning Fibre Equipment” means equipment, cables and any other devices owned by LF and which is placed at a Site for the provision of the Services pursuant to the terms of this Contract;

“LF” Lightning Fibre Limited, (a full fibre internet service provider (ISP)) a limited company registered in England and Wales under company number 11168423

and with its registered office and main trading address at Unit 31, 1 Commercial Road, Eastbourne, BN21 3XQ;

"LF Network" means the network owned and/or operated by LF used to provide the Services;

"Group" means in relation to any company, that company and every Subsidiary or Holding Company of that company or a Subsidiary or Holding Company of any such Subsidiary or Holding Company from time to time;

"Group Company" means a company within LF's Group or the Customer's Group;

"Intellectual Property Rights" means any patent, copyright, trade mark, service mark or trade name, utility model, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom;

"Internet Access Services" means the high-speed Internet access services provided by LF, as detailed in the Order Form;

"Internet" means the global data network comprising interconnected networks using the TCP/IP protocol suite;

"Internet Protocol" or **"IP"** means the principal communications protocol in the Internet protocol suite for relaying datagrams across network boundaries;

"Local Area Network" or **"LAN"** means a computer network that interconnects computers in a limited area such as a home, school, computer laboratory or office building using network media;

"Managed Router Services" means the Services described as such in the Order Form;

"Marks" means a trademark, service mark, trade name, logo or other indicia of origin that serves to identify a Party, its products or services;

"Operational Services Date" means the date when the Services are first made available to the Customer at the Site, or when the Customer first uses the Service, whichever is the earlier;

"Order Form" means the Customer's Order for the services as set out in the form accepting LF's quotation, as signed by both parties;

"Party" means either LF or the Customer and **"Parties"** means both LF and the Customer;

"Renewal Term" has the meaning set out in clause 3 (Commencement and Duration of this Contract);

"Services" means the Internet Access Services, Managed Router Services, Ethernet Services, Voice Services or other services provided by LF to the Customer as described in documents attached to the Order;

"Service Charge" means the periodic fees payable by the Customer for the Services, as detailed in the Order Form;

"Site" means the place at which LF shall provide the Services to the Customer, as detailed in the Order;

"Special Conditions" means the terms set out as Annex 1 (Special Conditions) to the Order Form, which amend or supplement these Terms and Conditions;

"Subsidiary" has the meaning set out in Section 1159 Companies Act 2006;

"Terms and Conditions" means terms and conditions set out in Clauses 1 to 22 of this document, as amended from time to time in accordance with clause 15 (Variation);

"URL" or **"Uniform Resource Locator"** means the full address for a website on the Internet;

"User" means anyone who is authorised by the Customer to use or access the Services, including any customer of the Customer accessing or using the Services through the Customer's network;

"Voice Services" means the voice over IP telephony services provided by LF, as detailed in the Order;

"Working Day" means Monday to Friday, excluding bank or public holidays in England; and

"Working Hours" means 09:00 hours to 18:00 hours on a Working Day.

2 BASIS OF CONTRACT

2.1 Any samples, drawings, descriptive matter or advertising issued by LF, and any descriptions or illustrations contained in LF's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

2.2 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3 COMMENCEMENT AND DURATION OF THIS CONTRACT

3.1 This Contract begins on the date that the Order Form is signed by both Parties and will continue through the Committed Term and each Renewal Term thereafter until and unless terminated in accordance with the terms of this Contract.

3.2 On expiry of the Committed Term, this Contract shall automatically renew for successive periods of one (1) year (each such period being a "Renewal Term"), unless the Customer provides LF with thirty (30) days' written notice prior to the expiry of the Committed Term or the then current Renewal Term that it wishes to terminate this Contract.

4 PROVISION OF THE SERVICE

4.1 LF shall:

- (a) deliver the Services using digital fixed links terminating on LF Equipment at the Site, enabling LF to manage the Services up to the LF Equipment;
- (b) provide IP addresses where provided for in the Order Form;

- (c) provide the Services:
 - (i) in accordance with this Contract; and
 - (ii) with the reasonable skill and care of a competent telecommunications service provider;
 - (d) manage the LF Network 24 hours a day, 7 days per week.
- 4.2 If the Customer reports a fault in the Services, LF will respond to the fault by carrying out one or more of the following actions:
 - (a) providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer;
 - (b) where possible, carrying out remote diagnostic checks from LF's own premises; or
 - (c) visiting the Site if LF's action under clauses 4.2(a) and 4.2(b) does not result in the fault being diagnosed or cleared and where such Site visit is considered necessary by LF.
- 4.3 LF will take all proper steps without undue delay to correct any reported fault in the Services.
- 4.4 If LF performs work to correct a reported fault but confirms that no fault exists, the Customer shall pay Additional Service Charges for such work.
- 4.5 LF may from time to time:
 - (a) change the technical specification of the Services and/or the codes or numbers used by LF for the provision of the Services for operational reasons, provided that any change to the technical specification does not materially affect the performance of the Services;
 - (b) issue instructions to the Customer that it believes are necessary for reasons of health, safety or the quality of the Services provided by LF to the Customer or any other customer of LF and the Customer shall comply with such instructions; or
 - (c) temporarily suspend the Services because of an emergency or to undertake maintenance or implement improvements to the Services. LF will use reasonable endeavours to keep the period of any temporary suspension to a minimum and will restore the Services as soon as possible after the event giving rise to the temporary suspension.
 - (d) Where any of the actions listed above are necessary, LF will use its reasonable endeavours to give the Customer as much advance notice as possible. Failure to provide such notice shall not prevent LF from exercising its rights set out in this clause 4.5 and shall not be a breach of this Contract by LF.
- 4.6 With the exception of the LF Equipment, the Customer is responsible for providing suitable computer hardware, software and telecommunications equipment and related services necessary to access and use the Services.
- 4.7 LF shall be entitled to accept instructions from persons who LF reasonably believe are acting with the Customer's authority or knowledge.

5 LF EQUIPMENT

- 5.1 Where LF needs to install LF Equipment at a Site to enable LF to provide the Services, the Customer shall at no charge to LF:
 - (a) prior to installation of the LF Equipment at the Site:

- (i) obtain all necessary consents and permissions (including wayleave agreements from the property owner) in order for LF to install the LF Equipment;
 - (ii) prepare the Site in accordance with LF's reasonable instructions (if any);
 - (iii) make available suitable space and conditions at the Site for the
 - (iv) installation of the LF Equipment; and
 - (v) ensure the availability of a continuous, suitable mains electricity
 - (vi) supply to power the LF equipment.
 - (b) after installation of the LF Equipment at the Site has been completed, restore the condition of the Site, including any re-decorating that may be required.
- 5.2 From the date of installation of the LF Equipment at the Site, the Customer shall:
- (a) be responsible and bear all risk for (but not title to) the LF Equipment;
 - (b) not add to, modify or in any way interfere with the LF Equipment, nor allow anyone else (other than someone authorised by LF) to do the same; and
 - (c) be responsible to LF for any loss of or damage to the LF Equipment, except where such loss or damage is due to fair wear and tear of the LF Equipment or is caused by LF or its subcontractors.
- 5.3 Title to and property in the LF Equipment shall remain vested in LF at all times (even though they have been delivered to the Site and risk has passed to the Customer).

6 CONNECTION OF EQUIPMENT TO THE SERVICE

- 6.1 If LF are not providing a router as part of the service then the customer shall:
- (a) Provide and maintain a suitable router meeting LF's minimum technical requirements capable of interfacing satisfactorily with the Services;
 - (b) configure and be responsible for the ongoing maintenance of the router; and
 - (c) be wholly responsible for any matters relating to the security of the router.
- 6.2 LF shall not be responsible for providing any support to the Customer, whether technical or otherwise, in respect of the Customer's LAN beyond any connection to an LF supplied router.
- 6.3 Where LF allocate IP addresses to the Customer, these are solely for the Customer's use in connection with the Services. The Customer may only use these IP addresses when connecting to the Services, and all rights in those IP addresses belong to LF. The Customer cannot sell or otherwise transfer these IP addresses to any other party and must not try to do so. If this Contract is terminated for any reason, the right to use IP addresses will revert to LF.

7 ACCESS AND SITE REGULATIONS

- 7.1 To enable LF to carry out its obligations under this Contract, the Customer shall provide LF and its subcontractors who produce a valid identity card on arrival at the Site, with access to any Site. LF will normally only require access to a Site during its Working Hours, but may, on reasonable notice to the Customer, require the Customer to provide access at other times. LF may agree to work outside the Working Hours, but the Customer must pay Additional Charges, for working outside the Working Hours.

- 7.2 LF shall (and shall procure that its subcontractors shall) comply with the Customer's reasonable Site procedures as previously advised in writing to LF prior to commencement of any works at and/or arrival at the Site. In the event of any conflict between the Site procedures and this Contract, this Contract shall prevail.
- 7.3 LF shall comply with the Customer's reasonable instructions in respect of the health and safety of people at a Site, provided that such instructions are notified to LF prior the commencement of any works the relevant Site.

8 USE OF THE SERVICES

- 8.1 The Customer may use the Services for its own business purposes, provided always that the Customer (and its Users):
- (a) do not use the Services in any unlawful manner, for any unlawful purpose, or
 - (b) in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Services or any operating system;
 - (c) must not infringe LF's intellectual property rights or those of any third party in relation to its use of the Services, including by the submission of any infringing materials; and
 - (d) do not use the Services to send any communication or material which is illegal, defamatory, offensive or otherwise objectionable, including to spam, or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party.
- 8.2 The Customer shall:
- (a) ensure that the terms of the Order Form and any information it provides to LF
 - (b) Is complete and accurate;
 - (c) co-operate with LF in all matters relating to the Services;
 - (d) provide LF with such information as LF may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - (e) be responsible for any access and use of the Services by its Users, including payment of all
 - (f) Charges incurred by the Customer and its Users and compliance with all
 - (g) terms and conditions by the Customer and its Users under this Contract; and ensuring that the Customer's equipment connected to the LF Network conforms to the following minimum technical standards:
 - (i) WAN interface physical requirements:
Fast Ethernet (100 BASE TX) (802.3u); or
Gigabit Ethernet (1000 BASE T) (802.3ab); or
Ten Gigabit Ethernet (10GBASE-T) (802.3an)
 - (ii) WAN interface protocol requirements:
Support for DHCPv4 client (RFC 2131, RFC 3396, RFC 4361)
Support for DHCPv6 client and prefix delegation (RFC 8415)

- 8.3 The Customer or Customer representative must report all faults in the Services to the Helpdesk.
- 8.4 This Contract for the provision of the Services is between LF and the Customer. Where the Customer enters into contracts with its customers which utilise the Services (a "Customer Contract"), the Customer shall remain responsible to LF under this Contract for its customer's use of the Services. Each Customer Contract is entirely the Customer's responsibility (and not LF's). The Customer shall:
- (a) include in each Customer Contract conditions of use equivalent to those in
 - (b) this clause 8; and
 - (c) provide a support function for the provision of support to its own customers connected to the Customer's network in respect of all faults, queries and complaints regarding their use of the Services via the Customer's network. LF shall have no responsibility for provision of support to the Customer's own customers.
- 8.5 Except as may be otherwise specifically provided under this Contract, the obligations and responsibilities of LF under this Contract are solely to the Customer and not to Users or any third party.
- 8.6 The Customer shall indemnify LF against any liabilities or costs arising from:
- (a) any breach by the Customer (or its Users) of the provisions of this clause 8; and
 - (b) any and all claims by any third party in connection with the access and use of the Services.
- 8.7 LF does not guarantee total privacy in respect of the Customer's use and access to the Services. The Customer acknowledges and accepts that LF may, from time to time, be required to monitor the Customer's use of the Services in response to a request from a governmental body in performing its regulatory or statutory functions.
- 8.8 If LF's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation set out in this Contract (Customer Default):
- (a) without limiting or affecting any other right or remedy available to it, the LF shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays LF's performance of any of its obligations;
 - (b) LF shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from LF's failure or delay to perform any of its obligations as set out in this clause 8.8; and
 - (c) the Customer shall reimburse LF on written demand for any costs or losses sustained or incurred by LF arising directly or indirectly from the Customer Default.

9 BUSINESS SERVICE LEVEL AGREEMENT

- 9.1 The Services provided to the Customer are covered by the service level provisions set out in this clause 9. LF's standard service level guarantees that should the Services fail in any way due to a fault on the LF Network or with Service equipment at the Customer's premises, LF will rectify the issue the next working day. Such a failure is referred to as an "Unscheduled Outage".
- 9.2 In the event of an Unscheduled Outage, the Customer must, in the first instance, contact LF to notify LF of the fault via telephone, e-mail or web customer support.
- 9.3 LF may require the Customer to perform basic troubleshooting of the Services as part of LF's fault diagnosis process.
- 9.4 If LF need to carry out repairs or maintenance at the premises, LF shall, where it is reasonably practicable, carry out such repairs or maintenance at a time previously agreed with the Customer. If it is not reasonably practicable for a prearranged time to be agreed on, in the absence of agreement LF shall be entitled to carry out such work at a time notified by LF to the Customer.
- 9.5 In the event of an Unscheduled Outage which affects provision of the Services, the Customer's sole remedy will be service credits proportionate to the length of time the Services are affected, limited to a maximum of the total amount the Customer has been invoiced on their most recent invoice, excluding setup charges.
- 9.6 LF will not be liable for any losses incurred by the Customer as a result of an Unscheduled Outage.
- 9.7 In the following cases, LF may charge reasonable additional charges calculated by reference to the cost of materials and to LF's then applicable man-hour rate for time expended:
- (a) where LF carry out work or provide replacement parts in connection with faults to service equipment which do not result from fair wear and tear or faulty manufacture or design;
 - (b) where LF respond to a fault report and no fault is found to exist or the fault reported is caused by someone other than LF remotely configuring service equipment or arises from misuse, incorrect environmental conditions including incorrect temperature and humidity levels, mains electrical surges or failures, lightning damage, electromagnetic interference or any other accidental or deliberate damage;
 - (c) where performance of LF's obligations is made more difficult or costly by a breach of the Customer's obligations under the Contract;
 - (d) where LF are unable to get access to the premises or service equipment; and/or
 - (e) where LF replace or provide additional wiring and cabling.
- 9.8 From time to time, LF may carry out maintenance on the LF Network to improve service or for other reasons. Such work, if service-affecting, will be scheduled out of business hours and the Customer will be notified of such work at least 7 days in advance. In the event that LF are required to perform urgent work on the network, such work will be scheduled out of business hours and the Customer will be notified of such work at least 4 hours in advance.
- 9.9 The following events shall not constitute an Unscheduled Outage:

- (a) disconnection of Services because any of the use restrictions contained in clause 8.1 were deemed to have been violated;
- (b) a brief interruption to the Services, outside the hours of 9:00am - 5:30pm, UK time, for the purpose of conducting routine maintenance to the LF Network where the Customer has been notified of such maintenance at least 7 days in advance;
- (c) a brief interruption to the Services, outside the hours of 9:00am - 5:30pm, UK time, for the purpose of conducting emergency maintenance to the LF Network where the Customer has been notified of such maintenance at least 4 hours in advance.
- (d) interruption to E-Mail Services caused by messages being rejected due to the receiver's locally configured policy;
- (e) inability to reach a particular Internet destination, URL, or E-mail address if the Services are otherwise functioning normally;
- (f) interruption to the Services where damage has been caused to the LF Network fibre on the Customer's premises; or
- (g) interruption to the Services caused by a lack of power or other disruption to LF Network equipment located at the Customer's premises.

10 CONFIDENTIALITY

10.1 Each Party shall:

- (a) keep in confidence any Confidential Information of the other Party obtained under this Contract; and
- (b) not disclose the Confidential Information of the other Party to any person (other than their employees or professional advisers) without the written consent of the other Party.

10.2 This clause 10 shall not apply to any Confidential Information that the Party that wishes to disclose it can show:

- (a) has been published other than through a breach of this Contract;
- (b) is lawfully in the possession of the receiving Party before the disclosure of the Confidential Information under this Contract took place;
- (c) was obtained from a third party who is free to disclose it; and
- (d) is required to be disclosed under any applicable law or by order of a court or governmental body. In such event, the Party shall (to the extent permissible by law) notify the other Party in writing of such disclosure.

10.3 This clause 10 will remain in effect for two (2) years after the expiry or termination of this Contract.

11 CHARGES AND DEPOSITS

11.1 The Charges for the Services shall commence on the Operational Services Date and are fixed for the Committed Term. At any time after the Committed Term, LF may increase the Charges on one (1) months' prior written notice. In the event the Customer objects to any such increase, the Customer shall have the right to terminate this Contract by providing a minimum of thirty (30) days' prior written notice.

- 11.2 All Charges are exclusive of VAT and taxes and shall be calculated in accordance with the Order Form and details relating to the Customer's use of the Services recorded by LF. Where any taxable supply for VAT purposes is made under the Contract by LF to the Customer, the Customer shall, on receipt of a valid VAT invoice from LF, pay to LF such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 11.3 The Customer shall pay:
- (a) the Connection Charge within twenty (20) days of the date of LF's invoice;
 - (b) the Service Charges, monthly in advance;
 - (c) any Additional Service Charges, within twenty (20) days of the date of LF's invoice.
- 11.4 All payments shall be made in full and in cleared funds to a bank account nominated in writing by LF and time for payment shall be of the essences of the Contract.
- 11.5 LF may charge daily interest on late payments at a rate equal to three percent (3%) per annum above the base-lending rate of Barclays Bank plc.
- 11.6 The Customer acknowledges that the Customer may be subject to LF's credit vetting procedures and that LF may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future invoices for the Services.

12 LIMITATION OF LIABILITY

- 12.1 LF has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £10,000,000 per claim. The limits and exclusions in this clause reflect the insurance cover LF has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 12.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 12.3 Subject to clause 12.2, LF's total liability to the Customer in respect of all breaches of duty occurring within any contract year shall not exceed the cap.
- 12.4 In clause 12.3:
- (a) **cap.** The cap is the total charges in the contract year in which the breaches occurred;
 - (b) **contract year.** A contract year means a 12-month period commencing with the Operational Services Date or any anniversary of it;
 - (c) **total charges.** The total charges means all sums paid by the Customer and all sums payable under the Contract in respect of goods and services actually supplied by LF, whether or not invoiced to the Customer; and

- (d) **total liability.** LF's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.
- 12.5 This clause 12.5 sets out specific heads of excluded loss:
 - (a) Subject to clause 12.2, the types of loss listed in clause 12.5(b) are wholly excluded by the parties.
 - (b) The following types of loss are wholly excluded:
 - (i) Loss of profits.
 - (ii) Loss of sales or business.
 - (iii) Loss of agreements or contracts.
 - (iv) Loss of anticipated savings.
 - (v) Loss of use or corruption of software, data or information.
 - (vi) Loss of or damage to goodwill.
 - (vii) Indirect or consequential loss.
- 12.6 The Supplier has given commitments as to the standard of the Services throughout the Contract. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.7 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire three months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.]
- 12.8 This clause 12 shall survive termination of the Contract.

13 FORCE MAJEURE

- 13.1 Neither Party will be liable for performance of its obligations that are delayed or prevented due to an event which is unpredictable, unforeseeable, irresistible and beyond the Parties' reasonable control, such as any extreme or severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riots, explosions, strikes or other labour unrest, civil disturbance, sabotage, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the affected Party (a "Force Majeure Event").
- 13.2 In the event of:
 - (a) a refusal or delay by a third person to supply a telecommunications service to LF and where there is no alternative services available at reasonable cost; or
 - (b) LF being prevented by restrictions of a legal or regulatory nature from supplying the Service, LF will have no liability to the Customer for failure to supply the Service.

- 13.3 If any of the events detailed in clauses 13.1 and 13.2 continue for more than thirty (30) days, either Party may serve notice on the other terminating the affected part of the Service, without liability to the other Party.

14 TERMINATION

- 14.1 Either Party may terminate this Contract immediately on notice if the other Party:
- (a) commits a material breach of this Contract, which is capable of remedy, and fails to remedy the material breach within thirty (30) calendar days of receipt of a written notice from the other Party;
 - (b) commits a material breach of this Contract which cannot be remedied; or
 - (c) becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or if it goes into either voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation or a receiver or administrator is appointed over its assets.
- 14.2 In addition to its rights under clause 14.1, the Customer may terminate this Contract in accordance with the provisions of:
- (a) clause 3.2 (Commencement and Duration of this Contract);
 - (b) clause 11.1 (Charges and Deposits); and
 - (c) clause 16.2 (Variation).
- 14.3 In addition to its rights under clause 14.1, LF may terminate this Contract at any time without payment of compensation or damages to the Customer on six (6) months' prior written notice to the Customer.
- 14.4 If LF is entitled to terminate this Contract under clause 14.1(a) or 14.2(b), LF may at its sole discretion elect to suspend the Services, on giving prior notice to the Customer, where practicable. Any suspension of the Services by LF in accordance with this clause 14.4 shall be without prejudice to its termination rights.
- 14.5 Without prejudice to LF's other rights and remedies, if this Contract terminates before expiry of its Committed Period or Renewal Term on account of a breach by the Customer, then the Customer shall be liable to pay, by way of compensation, the following termination Charges (excluding VAT):
- (a) the Connection Charge if the Customer has not already paid it;
 - (b) the complete Service Charge for the remainder of the Committed Period or Renewal Term.

15 CONSEQUENCES OF TERMINATION

- 15.1 The termination or expiry of this Contract will be without prejudice to the rights and remedies of either Party which may have accrued up to the date of termination.
- 15.2 On termination of this Contract for any reason whatsoever:
- (a) the relationship of the Parties will cease, and any rights or licences Granted under or pursuant to this Contract will cease to have effect save as (and to the extent) expressly provided for in this clause 15;

- (b) any provision which expressly or by implication is intended to come into or remain in force on or after termination will continue in full force and effect;
- (c) the Customer shall permit LF to enter the Site to remove the LF Equipment from the Site;
- (d) subject to clause 15.2(e) each of the Parties shall immediately return to the other Party (or, if the other Party so requests by notice in writing, destroy) all of the other Party's property in its possession at the date of termination, including all of its Confidential Information, together with all copies of such Confidential Information and shall certify that it has done so, and shall make no further use of such Confidential Information;
- (e) if a Party is required by any law, regulation or government or regulatory body to retain any documents or materials which it would otherwise be required to return or destroy by clause 15.2(d), it shall notify the other Party in writing of such retention, giving details of the documents or materials that it must retain; and
- (f) LF may submit invoices for any Services that it has supplied but for which no invoice has previously been submitted, and the Customer shall pay these invoices immediately on receipt.

16 VARIATION

- 16.1 This Contract or any part of it, shall not be amended, modified or supplemented except by a formal variation in writing signed by authorised representatives of both Parties and with reference to this clause 16.
- 16.2 Where any amendment, modification and/or supplement to this Contract shall, in LF's reasonable opinion, be of material detriment to the Customer, LF shall provide the Customer at least one (1) months' prior written notice. In the event the Customer objects to any such amendment, modification and/or supplement, the Customer shall have the right to terminate this Contract by providing a minimum of thirty (30) days' prior written notice.

17 TRANSFER OF RIGHTS AND OBLIGATIONS

- 17.1 LF reserves the right to assign all or part of the Contract at any time to any Group Company of LF which can sufficiently execute the obligations of LF under this Contract, subject to providing the Customer with prior written notice of such assignment. Any other assignment requires the prior written agreement of the Customer, which will not be unreasonably withheld.
- 17.2 This Contract will be binding on, and enure to the benefit of, the Parties and their successors and permitted assigns.
- 17.3 LF may subcontract the performance of any of its obligations under this Contract without the consent of the Customer. Any subcontracting by LF shall not relieve LF from any of its obligations to the Customer under this Contract. The Customer agrees and understands that it may need to interact directly with a subcontractor for ordering, provisioning or maintaining the subcontracted Services.

- 17.4 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of LF.

18 ENTIRE AGREEMENT

- 18.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.2 Each party acknowledges that in entering into the Contract 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 the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 18.3 Nothing in this clause shall limit or exclude any liability for fraud.

19 WAIVER

- 19.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

20 SEVERANCE

- 20.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

21 NOTICES

- 21.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to the address provided for such purpose.
- 21.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and

- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting [or at the time recorded by the delivery service; and
 - (c) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 21.2 (c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 21.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

22 THIRD PARTY RIGHTS

- 22.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 22.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

23 LAW AND JURISDICTION

- 23.1 This Contract and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by the laws of England and Wales.
- 23.2 All disputes or claims arising out of or relating to this Contract shall be subject to the exclusive jurisdiction of the English and Welsh Courts to which the Parties irrevocably submit.