

APPENDIX B – Terms & Conditions – April 2021

Use of any Fibairo product or service is subject to our Acceptable Use Policy; and Privacy Policy

Which are hereby incorporated into these terms and conditions.

These Terms and Conditions are in effect from 01/04/2021.

The Terms and Conditions of service are made up of this important information and the following terms (including any other document we refer to in those terms):

- Fibairo Acceptable Use Policy.*
- Fibairo General Terms.*
- Fibairo Service Schedule.*
- Fibairo Technology Charges Schedule.*

If any of these documents contradict each other, the terms will apply in the order set out above.

Important information

1.1 The contract begins on the date Fibairo communicates its acceptance of the Customer's order for the service and will continue until ended by the Customer or Fibairo in accordance with this contract.

1.2 The service commences on the service start date. 1.4.3 until title passes the Customer undertakes not to sell, charge, assign, transfer or dispose of or part with possession of or encumber the equipment in any way;

1.4.4 Fibairo does not guarantee the continuing availability of any equipment and Fibairo reserves the right to add to, substitute or to discontinue any equipment; and

1.4.5 it is the Customer's responsibility to satisfy itself as to the suitability of the equipment for its needs.

1.5 If the Customer does not wish to use Fibairo provided equipment with the service, the Customer can connect their own equipment once Fibairo has completed the provisioning process and advised the customer accordingly.

Provision of the service

2.1 Where Fibairo sells equipment to the Customer, the equipment is designed for use with the service and includes a 12-month manufacturer warranty. Please see manufacturer's documentation for more information. If the equipment is faulty upon arrival please notify us that it is faulty and we will send you a replacement service as soon as possible. Fibairo do not accept any liability for late deliveries or deliveries lost in the post. Fibairo or the manufacturer will not accept liability for equipment damaged by the Customer in or outside of the 12-month warranty period.

2.2 Orders placed for Business services are business to business transactions to which the Consumer Contracts (Introduction, Cancellation and Additional Charges) Regulations 2013 do not apply. Consumer contracts are unaffected by this clause and are subject to standard consumer protection legislation.

2.3 Where the Customer orders an additional option to be applied to the service provided under this contract, the terms and conditions applicable to that option will apply and will be incorporated into the Customer's contract.

Site preparation, access and installation

2.4 The Customer agrees to prepare the site according to any instructions Fibairo may give and to provide Fibairo with reasonable access to the site for the purposes of the contract. The Customer agrees to provide at its expense a suitable place and conditions for Fibairo equipment and, where required, a continuous mains electricity supply and connecting points.

2.5 The Customer will obtain any permission needed for Fibairo to put Fibairo equipment on the site.

2.6 The Customer and Fibairo will meet each other's reasonable safety and security requirements when on the site. The Customer and Fibairo agree to look after each other's equipment on the site. If the Customer or Fibairo damages the other's equipment it must pay for any repair or replacement needed. This does not apply where the damage results from normal use.

2.7 Fibairo will try to provide the service by any date agreed with The Customer, but all dates are estimates, unless the Service schedule states otherwise.

2.8 The Customer will be responsible for making good the site, after any work has been undertaken by Fibairo at the site, including putting items back and for re-decorating.

Faults and repair

2.9 Fibairo will try to provide uninterrupted service, but the Customer understands and agrees that from time to time faults may occur.

2.10 If the Customer reports a fault in the service Fibairo will repair the fault in accordance with the Service schedule. If Fibairo agrees to work outside the hours specified in the contract or if The Customer reports a fault and Fibairo finds there is none or that The Customer has caused the fault, Fibairo may apply a charge. This charge will be as detailed in the contract or if not detailed in the contract based on Fibairo's reasonable costs.

Regulations and use of the service

3.1 Any customer equipment must be:

3.1.1. technically compatible with the service and not harm Fibairo's network or another customer's equipment;

3.1.2. connected using the applicable Fibairo network termination point, unless the Customer has Fibairo's permission to connect by another means, and used in compliance with any relevant instructions, standards or laws; and

3.1.3. adequately protected by the Customer against viruses and other breaches of security.

3.2 The Customer will not permit or make any attempt to disassemble, deconstruct, break down, hack or otherwise interfere with any Fibairo equipment.

Proper use

3.3 The service must not be used:

3.3.1. in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority, third party's rights or Fibairo's Acceptable Use Policy, or

3.3.2. fraudulently or in connection with a criminal offence or in any way that is unlawful, and the Customer must make sure that this does not happen; or

3.3.3. to send, communicate, knowingly receive, upload, download or use any material or make any calls that are offensive, abusive, indecent, defamatory, obscene, menacing, cause annoyance, inconvenience, needless anxiety or are intended to deceive; or

3.3.4. in any way Fibairo considers is or is likely to be detrimental to the provision of the service to the Customer or service to any of Fibairo's other customers.

3.4 The Customer will comply with Fibairo's reasonable instructions regarding health, security, safety, or the quality of the service.

Security

3.5 If Fibairo becomes aware of, or is made aware of, a malicious domain, it may take steps in its network to block access to that domain to protect the Customer from possible criminal threats associated with that domain.

3.6 The Customer acknowledges that Fibairo does not guarantee to block access to all malicious domains.

3.7 The Customer is responsible for the proper use of user security details, if any, and must take all necessary steps to ensure they are kept confidential, secure and not made available to unauthorised persons.

3.8 If the Customer believes that any user security details are or are likely to be used in an unauthorised way, the Customer must inform Fibairo immediately. The Customer must not change or attempt to change a user-name without Fibairo's prior agreement.

3.9 Fibairo does not guarantee the security of the service against unauthorised or unlawful access or use. If Fibairo believes there is or is likely to be a breach of security or misuse of the service Fibairo may:

3.9.1. change and/or suspend the user security details (and notify the Customer that it has done this); or

3.9.2. require the Customer to change the user security details.

Internet access

3.10 The Customer understands and agrees that the use of the internet is at the Customer's own risk. Fibairo is not liable for tools, systems, sites or any other items the customer may access whilst online where those items are not and have not been provided, supplied, owned or maintained by Fibairo.

Content

3.11 Where Fibairo provides the Customer with content, the Customer's use of the content is at the Customer's own risk. The Customer understands and agrees that:

3.11.1. the content may change from time to time;

3.11.2. the content can only be used for its own purposes and is protected by copyright, trademark, and other intellectual property rights. The Customer must not copy, store, adapt, modify, transmit, distribute externally, play or show in public, broadcast or publish any part of the content without the express permission of Fibairo.

3.11.3. Fibairo does not guarantee the accuracy or completeness of the content.

3.11.4. some of the content will have its own terms and conditions. These may be displayed online or elsewhere. If the Customer accesses this content the Customer must keep to these terms and conditions; and

3.11.5. access to any content provided on a subscription basis as part of the service will cease when this contract ends.

3.12 Depending on the service, Fibairo may provide The Customer with the means of storing or uploading content. The Customer accepts that unless the Service schedule states otherwise Fibairo has no obligation to store content or has any responsibility if stored content is lost or deleted. The Customer is advised to duplicate content it wishes to keep on other devices not connected to the service.

Operational changes

3.13 Occasionally, for operational reasons, including the provision of service enhancements and/or software upgrades, Fibairo may:

3.13.1. change any codes or numbers given to the Customer, the performance or functionality of the service, or the way Fibairo provides the service, provided that any change to the service or the way Fibairo provides the service does not affect the performance or functionality of the service to The Customer's significant detriment; or

3.13.2. interrupt or suspend service. If this happens Fibairo will restore the service as quickly as possible.

Numbers

3.14 The Customer does not own any number or have any right to sell the number related to the service, excluding, but not limited to telephone number, IP address.

Indemnity

3.15 The Customer will indemnify Fibairo against any claims or legal proceedings that are brought or threatened against Fibairo by a third party because the service is or has been used in breach of clauses 3.1 to 3.4, 3.7, 3.8, 3.11.2 and 3.14. Fibairo will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

Monitoring and recording calls

3.16 Fibairo may monitor and record its communications with the Customer, including e-mails and phone conversations. Information collected by Fibairo may be used for training purposes, quality assurance, to record details about the services ordered by the Customer, and in order to meet Fibairo's legal and regulatory obligations generally.

Customer consent

3.17 Unless the Customer advises Fibairo otherwise, the Customer consents to receive marketing messages from Fibairo via electronic means, telephone and direct mail. Details on how to tell Fibairo to stop sending such messages can be found in Fibairo's Privacy Policy.

WEEE regulations

3.18 The Customer is responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2006 ('the WEEE regulations') for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the contract that has become waste electrical and electronic equipment ('WEEE'). Fibairo and the Customer acknowledge that for the purposes of Regulation 9 this clause is an agreement

stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE. The Customer is responsible for any information recording or reporting obligations imposed by the WEEE regulations. The Customer will indemnify Fibairo against any claims or legal proceedings that are brought or threatened against Fibairo by a third party which would not have been caused or made had the Customer fulfilled its express or implied obligations under this clause or in connection with the WEEE Regulations. Fibairo will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

Charges and payments

General

4.1 Charges for the service are as detailed in the Service schedule and calculated using the details recorded by Fibairo. Unless otherwise stated in the Service schedule or order form, Fibairo will bill charges in pounds sterling and The Customer will pay all charges in pounds sterling.

4.2 The Customer is responsible for and must pay the charges for the service whether the service is used by the Customer or someone else.

4.3 Fibairo will publish bills online at the Customer Portal. Unless otherwise stated in the Service schedule, Fibairo will make its first bill available online at the Customer Portal shortly after providing the service, and then at regular intervals, usually every month. Sometimes Fibairo may send The Customer a bill at a different time.

4.4 The Customer will be liable for charges for the service from the service start date, unless otherwise stated in the Service schedule.

4.5 Unless otherwise stated in the Service schedule The Customer agrees to pay:

4.5.1. in advance for subscription, rental, and other recurring charges (including inclusive usage charges); and

4.5.2. in arrears for usage (excluding inclusive usage charges), connection and any other non-recurring charges. Where possible the charges will appear on the Customer's next bill but sometimes there may be a delay.

4.6 All charges are inclusive of VAT which is chargeable at the applicable rate, unless otherwise provided in the Service schedule. Early termination charges will not be subject to VAT.

4.7 If payment of any charges becomes subject to withholding tax, levy or similar payment obligation imposed by a foreign tax authority on sums due to Fibairo under the contract such withholding tax amounts will be borne and paid for by the Customer in addition to the sums due to Fibairo. The Customer will provide Fibairo without charge the appropriate certificate(s) from the

relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by the Customer.

4.8 As part of its credit management procedures, Fibairo may at any time:

4.8.1. require the Customer to pay a deposit or provide a guarantee as security for payment of future bills by the means requested by Fibairo; and/or

4.8.2. carry out a credit check of the Customer. The Customer agrees to provide Fibairo with any information Fibairo may reasonably require for this.

4.9 Payment is due on the date specified on the bill, unless otherwise stated in the Service schedule.

4.10 The Customer must pay all charges by direct debit or debit or credit card, unless otherwise advised by Fibairo. The Customer is responsible for advising Fibairo promptly of any changes to its bank details that may affect payment of the charges.

4.11 If the customer does not pay by Direct Debit they will pay the fee detailed in the Charges schedule for payment collection and processing services.

4.12 Where Fibairo has agreed that the service can be included within a standard Fibairo pricing package or scheme, The Customer agrees that while the service is included within the pricing package or scheme the charges specified in the Service schedule may be amended by the terms of the pricing package or scheme. Upon termination of the pricing package or scheme, the charges will revert to those specified in the Service schedule.

Disputed bills

4.13 If the Customer disputes any charge on a bill The Customer will notify Fibairo online using the Help Desk ticket system in writing within 30 days of the date of the bill with all relevant information. Where the disputed amount is:

4.13.1. less than 5% of the total bill, the Customer will pay the full amount of the bill; or

4.13.2. more than 5% of the total bill, the Customer must pay the amount not in dispute.

Any disputes will be resolved promptly and the resolved amount if any is payable immediately.

Late payment

4.14 If Fibairo does not receive payment by the due date, Fibairo may charge the Customer daily interest on late payments at a per annum rate equal to 7% above the base lending rate of the Bank of England, compounded daily, for the period beginning on the date on which payment is due and ending on the date on which payment is made.

4.15 We will generally not suspend or end the service or the agreement until 14 days after your payment was due, unless the service or charges schedule say otherwise. However, sometimes we may take this action earlier. For example, when you reach your credit limit where applicable.

4.16 If the Customer does not pay a bill, Fibairo may instruct a debt collection agency to collect payment (including any interest and/or late payment charges) on its behalf. If Fibairo instructs an agency, the Customer must pay Fibairo an additional sum. This will not exceed the reasonable costs Fibairo has to pay to the agency, who will add the sum to the Customer's outstanding debt on Fibairo's behalf.

4.17 If any sum owed by the Customer to Fibairo under the contract or any contract with Fibairo is not paid by the due date, Fibairo may deduct this sum from any payment or credit due to the Customer under the contract or any other contract with Fibairo.

Fraud prevention

4.18 Fibairo may check the Customer's details with a fraud prevention agency. If the Customer provides information that Fibairo reasonably believes to be false or incorrect and Fibairo suspects fraud, Fibairo may record this information with a fraud prevention agency. Fibairo and other organisations may use and search this information.

Changing the contract

5.1 Fibairo can change the contract (including the charges) at any time and will publish any change in line with clause 5.2.

5.2 Unless otherwise stated in the Service schedule, Fibairo will publish any changes to the contract (including the charges) online at www.fibairo.com (or any other online address that Fibairo may advise The Customer) as follows.

5.2.1. for changes that are to the Customer's significant detriment, at least one month before the change is to take effect. Such changes will also be notified directly to the customer by email at least one month before the change is due to take effect; and

5.2.2. for all other changes, at least one day before the change is due to take effect.

Ending the contract

6.1 The Customer may cancel the contract or the service at any time before Fibairo provides the service. The Customer will pay Fibairo the cancellation charge specified in the Service schedule.

6.2 Unless otherwise stated in the Service schedule, Fibairo can stop providing the service to the Customer by giving the Customer 30 days' written notice. The Customer may tell Fibairo to stop providing the service at any time by either:

6.2.1. giving 30 days' notice to Fibairo. The Customer may provide notice to Fibairo in writing or by phone; or

6.2.2. giving 30 days' notice where the Customer is switching its provider. Fibairo will accept that provider's order notification as the Customer's notice.

6.3 The Customer may end the contract if:

6.3.1. Fibairo materially breaches the contract and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by the Customer to do so; or

6.3.2. Fibairo ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law.

6.3.3. The connection is unable to meet the minimum guaranteed speed quoted during the signup process and Fibairo have been unable to improve the speed of the service within 28 days.

6.4 Fibairo may suspend the service or end the contract, or both, at any time without notice if:

6.4.1. the Customer breaches the contract or any other contract that The Customer has with Fibairo and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by Fibairo to do so. In this clause breach includes non-payment of any valid invoice by the due date; or

6.4.2. Fibairo reasonably believes that the service is being used in a way forbidden by clauses 3.1 to 3.4, 3.7, 3.8, 3.11.2 and 3.14. This applies even if the Customer is unaware that the service is being used in such a way; or

6.4.3. the Customer ceases to do business; or has bankruptcy or insolvency proceedings brought against it; or makes an arrangement with its creditors (other than where solely for solvent amalgamation or solvent reconstruction); or a receiver, administrative receiver or administrator is appointed over any of its assets; or it goes into liquidation; or a notice is given, a petition is issued, a resolution is passed or any other step is taken to commence any of the foregoing procedures; or there is a corresponding event under Scottish law.

6.5 The Customer will continue to pay the charges during any period of suspension.

Consequences of ending the contract

6.6 If the Customer or Fibairo ends the contract or the service during the minimum period The Customer will pay Fibairo the termination charges set out in the Service schedule by way of compensation. This clause will not apply if:

6.6.1. the Customer ends the contract or service during the minimum period because Fibairo is in material breach of this contract; or

6.6.2. the Customer gives notice to end the contract in accordance with clause 6.2.1 within 30 days of Fibairo notifying The Customer of an increase to the charges or changes to the conditions in either case to The Customer's significant detriment; or

6.6.3. Fibairo ends the contract or the service during the minimum period for convenience; or

6.6.4. the contract ends because either clause 8.6 or 9.2.2 applies.

6.7 If the contract ends Fibairo will refund any money owed to the Customer after first deducting any money due to Fibairo under this contract or any other contract that Fibairo has with the Customer.

6.8 If the contract ends and unless the Service schedule states otherwise Fibairo may delete all content including emails stored on the service. Fibairo recommends that The Customer saves copies of information The Customer wishes to keep on other devices not connected with the service.

Limitation of liability

7.1 Neither the Customer or Fibairo excludes or restricts in any way its liability under or in connection with the contract for death or personal injury caused by its negligence or to any extent not permitted by law.

7.2 Subject to clauses 7.1 and 7.3, The Customer and Fibairo's liability to the other under or in connection with the contract for all and any direct loss or damage arising from any one incident or series of connected incidents in any period of 12 months is limited to the amounts specified in the Service schedule.

7.3 Neither the Customer or Fibairo will be liable to the other (whether in contract, tort, under statute, for misrepresentation or otherwise (including in each case negligence) and whether or not the party concerned was advised in advance of the possibility of such loss or damage, for:

7.3.1. any of the following types of loss or damage whether direct, indirect or consequential howsoever arising under or in connection with the contract or any part of it: loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of business, wasted expenditure, loss from business interruption, loss or destruction of data, loss of contracts, loss from expenditure of time by managers and employees, liability to third parties, pecuniary losses arising from goodwill, or loss of or damage to goodwill; or

7.3.2. any indirect or consequential loss or damage whatsoever.

7.4 Nothing in this clause 7 or in the contract excludes or limits the Customer's liability to pay (without set off) the charges.

7.5 The limitations of liability referred to in clauses 7.2 and 7.3 above will not apply in respect of claims brought under clauses 3.15 and 8.5.

7.6 Each part of this clause 7 operates separately. If any part of the clause is held by a Court to be unreasonable or inapplicable the rest of the clause will continue to apply.

7.7 The Customer is advised to obtain its own business continuity insurance.

Intellectual property and confidentiality

Intellectual property

8.1 All intellectual property rights whether pre-existing or created by the Customer or Fibairo during or arising from the performance of the contract will remain the absolute property of that party or its licensors.

8.2 If software is provided to enable the Customer to receive and use the service, Fibairo will grant the Customer a, non-transferable and non-exclusive licence to use the software in object code form solely as necessary for receipt of the service and solely in accordance with the contract and the applicable documentation. The term of any licence granted by Fibairo under this clause is co-terminous with the term of the service with which the software is associated.

8.3 If the service provides the Customer with software licensed by third parties who require the Customer to accept their terms of use, the Customer must keep to those terms.

8.4 Except as permitted by applicable law or as expressly permitted under the contract the Customer agrees not to copy, de-compile or modify any software, or knowingly permit anyone else to do so.

8.5 Fibairo will indemnify the Customer against all claims and proceedings arising from infringement of any third party's intellectual property rights by Fibairo's provision of the service to the Customer. This indemnity will not apply to claims or proceedings arising from:

8.5.1. use of the service or any software in conjunction or combination with other equipment or software or any other service not supplied by Fibairo; or

8.5.2. any unauthorised modification of the service or any software; or

8.5.3. content, designs, specifications or software supplied by or on behalf of the Customer; or

8.5.4. use of the service or any software other than in accordance with the contract.

In relation to any claim or allegation of infringement the Customer will promptly notify Fibairo in writing and must not make any admission without Fibairo prior written consent. The Customer will allow Fibairo sole conduct of all negotiations and proceedings and give Fibairo all reasonable assistance in doing so. Fibairo will pay the Customer's reasonable expenses for such assistance.

8.6 If the service becomes, or Fibairo believes it is likely to become, the subject of a claim of infringement of any intellectual property rights Fibairo, at its option and expense, may:

8.6.1. secure for the Customer a right of continued use; or

8.6.2. modify or replace the service so that it is no longer infringing, provided that modification or replacement must not materially affect the performance of the service.

If the indemnity in clause 8.5 applies and none of the remedies in this clause is available to Fibairo on reasonable terms, Fibairo may notify the Customer and terminate the service without liability to the Customer.

8.7 The indemnity in clause 8.5 sets out the Customer's sole and exclusive remedy for infringement of intellectual property rights.

Confidentiality

8.8 Subject to clause 8.9, Fibairo and the Customer will keep in confidence all confidential information, obtained under or in connection with the contract and will not disclose it to any party other than in confidence to:

8.8.1. their employees or employees of their group companies;

8.8.2. their professional advisers; or

8.8.3. in the case of Fibairo, employees of their subcontractors who have a need to know such confidential information and to the extent necessary for performance of the contract or use of the service.

8.9 Clause 8.8 will not apply to information which is:

8.9.1. in the public domain other than through a breach of the contract;

8.9.2. in the possession of the Customer or Fibairo without confidentiality restriction before disclosure under the contract;

8.9.3. obtained from a third party who has a lawful right to disclose it; or

8.9.4. developed by the receiving party independently of and without access to confidential information obtained under the contract.

8.10 If either Fibairo or the Customer receives a demand from a lawful authority, regulatory authority or court to disclose any confidential information provided to it by the other, it may comply with such demand if it has:

8.10.1. satisfied itself that the demand is lawful;

8.10.2. given the other party the maximum written notice permissible under the demand in which to make representations; and

8.10.3. marked the required information as the confidential information of the other party.

8.11 The Customer and Fibairo acknowledge that breach of clauses 8.8 to 8.10 may cause irreparable harm for which damages may not be an adequate remedy and that injunctive relief may be available for such breach.

8.12 Information Fibairo holds about the Customer may be used for fraud prevention and credit vetting purposes and this may include Fibairo sharing such information with third party companies including other communication companies.

8.13 Where the Freedom of Information Act 2000 applies to the Customer and the Customer receives a request under the Act that includes any information held by the Customer that was provided by Fibairo in connection with the contract the Customer will:

8.13.1. notify Fibairo immediately of the request; and

8.13.2. give Fibairo at least five working days to make representations.

General terms

Matters beyond reasonable control

9.1 If The Customer or Fibairo is prevented, hindered or delayed from performing any obligation under the contract because of something beyond its reasonable control including: act of God, natural disaster, lightning, flood, subsidence, earthquake, weather conditions, epidemic, pandemic, fire, explosion, war, civil disorder, acts of terrorism, something beyond the reasonable control of its suppliers, industrial disputes, acts or omissions of local or central government or other competent authorities, or acts or omissions of parties for whom the Customer or Fibairo is not responsible, change of law or any other cause whether similar or dissimilar that is outside its reasonable control, then it will have no liability to the other for any resulting failure, delay, defect or omission in performing its obligations under the contract.

9.2. Fibairo will not be liable for failure to or delay in supplying the service if:

9.2.1 another supplier delays or refuses the supply of an electronic communications service to Fibairo and no alternative service is available at reasonable cost; or

9.2.2 legal or regulatory restrictions are imposed that prevent Fibairo from supplying the service.

9.3. If any of the events detailed in clauses 9.1.1 or 9.1.2 materially affects the performance of the contract and continues for more than three months, then the Customer or Fibairo may terminate the contract in whole or part by written notice to the other.

Escalation and dispute resolution

9.4 Fibairo will try to work through any dispute that the Customer may have with Fibairo. If this does not resolve the dispute then the Customer may refer the matter to the relevant dispute resolution service where appropriate, in accordance with the details set out in Fibairo Code of Practice.

Transfer of rights and obligations

9.5 The Customer and Fibairo may not transfer any of their rights or obligations under the contract without the written consent of the other, except that:

9.5.1. The Customer may transfer its rights or obligations or both to a group company with the written consent of Fibairo, such consent not to be unreasonably withheld or delayed; and

9.5.2. Fibairo may transfer its rights or obligations or both to a group company without consent provided that it notifies the Customer that it has done so.

Severability

9.6 If any term of the contract is held invalid, illegal or unenforceable by any court of competent jurisdiction, it will be severed and the remaining terms will continue in full force as if the contract had been made without the invalid, illegal or unenforceable terms.

Survival

9.7 Clauses 4.13, 4.14, 7, and 8.8 to 8.13 will survive the termination or expiry of this contract for two years.

Entire agreement

9.8 The contract contains the entire agreement between the Customer and Fibairo and supersedes all previous understandings, commitments, representations, agreements, draft agreements, arrangements, undertakings, or prior collateral contracts of any nature made by the Customer and Fibairo, whether written or oral relating to its subject matter.

9.9 The Customer and Fibairo each agree that in entering into the contract they have not relied upon and have no rights or remedies (whether in tort, under statute or otherwise) in respect of any statements, collateral or other warranties, assurances, undertakings or representations (whether innocently or negligently made) of any party (whether party to the contract or not) in relation to the subject matter of the contract, except for those contained in the contract.

9.10. Nothing in this clause 9.19 excludes or restricts the liability of either the Customer or Fibairo to the other arising out of pre-contract fraudulent misrepresentation or fraudulent concealment.

Waiver

9.11 A failure or delay by the Customer or Fibairo to exercise any right or act upon a breach under the contract will not be a waiver of that right or breach. If the Customer or Fibairo waives a right or breach of the contract, that waiver is limited to the particular right or breach.

Rights of third parties

9.12 The contract does not create any right enforceable by any party who is not the Customer or Fibairo (a 'Third Party') under the contract (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a Third Party which exists or is available apart from that Act.

Notices

9.13 Notices given under the contract must be in writing and delivered by hand, email or first class post to the following addresses unless otherwise stated in the contract.

9.13.1. to Fibairo at the address shown on the bill or any address which Fibairo provides to the Customer for this purpose; or

9.13.2. to the Customer at any one or more of the following: the address to which the Customer asks Fibairo to send bills or the address of the site or the Customer's primary email address or if the Customer is a limited company, its registered office.

9.14 This clause does not apply to notices given under clauses 1.1 and 5.1.

9.15 A notice will be duly served.

9.15.1 if delivered by hand, at the time of delivery;

9.15.2. if sent by first-class post, three (3) working days after the date of posting; or

9.15.3. if sent by e-mail, at the time of successful transmission.

9.16 The Customer must inform Fibairo immediately if there is any change to any of the contact information the Customer provided to Fibairo.

Law and jurisdiction

9.17 The contract is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

Data protection

9.18 The Customer and Fibairo will comply with their respective obligations under the Data Protection Act 1998 and any data protection, privacy or similar laws that apply to any personal data processed in connection with the contract. The Customer and Fibairo will provide such help and co-operation as is reasonably necessary or requested by the other to enable compliance with this clause.

Customer's instructions

9.19 Fibairo may take instructions from a party whom it thinks, with good reason, is acting with The Customer's permission.

Definitions

10.1 In the contract the following terms (whether capitalised or not) have the meanings shown next to them.

Fibairo

Fibairo, also known as Fibairo Holdings Ltd, is an Internet Service Provider based at Unit 1 Whitecairn, Castle Douglas DG7 3EY and having its registered office at 804 Merlin Business Park Ringtail Road, Burscough Industrial Estate, Ormskirk, England, L40 8JY.

Fibairo equipment

Any equipment, including any software, owned or controlled by Fibairo and placed on the site to provide the service.

Content

Applications, data, information, video, graphics, sound, music, photographs, software or any other material.

Contract

This agreement between Fibairo and The Customer comprising the following documents and, unless otherwise stated in the service schedule, in the following order of precedence:

- the order/registration form;
- the Service Schedule;
- the Fibairo General Terms;
- the Charges Schedule;
- the customer requirements form (if any); and
- any other documents expressly incorporated by any of these documents or by agreement between the Customer and Fibairo.

The Service schedule & Charges schedule

These documents operate independently to each other. Any change to any service specific service or charges schedule will not affect other schedules or the business general terms.

Customer

The person with whom Fibairo contracts to provide the service (or, where applicable, a Fibairo pricing package).

Customer equipment

Any equipment, including any software, for use with the service that is not part of Fibairo's network, and which is owned or controlled by The Customer.

Customer requirements form

The Fibairo form that sets out the requirements for the service agreed between The Customer and Fibairo.

Group company

A subsidiary or holding company including a holding company, or a subsidiary of any such holding company, all as defined by Section 736 of the Companies Act 1985 and as amended by the Companies Act 1989.

Intellectual property rights

Any patent, petty patent, registered design, copyright, design right, database right, rights in designs, invention, semiconductor topography right, know-how, or any similar right exercisable in any part of the world and including any applications for the registration of any patents or designs.

Minimum period

The intended minimum period over which the service will be provided as stated in the service schedule, or the order/registration form, and measured from the service start date.

Service

The service or part of the service specified in the service schedule.

Service level

The standard of service set out in the service schedule.

Service schedule

The schedule to these General Business Terms that describes the service to be provided by Fibairo or where applicable the terms of a Fibairo pricing package.

Service start date

The date on which the service is first made available to the Customer unless otherwise stated in the service schedule. This may sometimes also be referred to as the Operational service Date.

Site

The place(s) at which Fibairo provides service.

Software

Any software and associated written and electronic documentation and data provided by Fibairo under the contract.

User

Anyone who is permitted by the Customer to use or access the service.

User security details

Any IDs, user names, personal identification numbers and passwords.

Working day

Any day between Monday and Friday, excluding bank and public holidays.

Working hours

Working hours are defined as 09.00 to 1730 Monday to Friday, excluding bank and public holidays.