

# ZOOM FIBRE LIMITED

## Business: Terms and Conditions

### 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 of ZOOM FIBRE LIMITED’s obligations under this Contract;

**“Charges”** means the fees payable by the Customer for the Services as more fully described in clause 12 (Charges and Deposits) and the Order Form, including the Connection Charge, Service Charge, and Additional Service Charges;

**“Minimum 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 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;

**“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 Services described as such in the Order Form;

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

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

**“ZOOM FIBRE”** means ZOOM FIBRE LIMITED, registered in England and Wales with company number 12603975 and having its registered office at 74 -76 Barrack Lane, Bognor Regis, England, PO21 4DE;

**“ZOOM FIBRE Network”** means the network owned and/or operated by ZOOM FIBRE LIMITED 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 ZOOM FIBRE LIMITED’s Group or the Customer’s Group;

**“Helpdesk”** means the helpdesk facility provided by ZOOM FIBRE LIMITED for administration of the Services and provision of support and maintenance in respect of the Services, which can be contacted by telephone +44 01243 867766 or email support@zoom.net.uk

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

**“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 ZOOM FIBRE LIMITED, 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 form that sets out the detailed configuration and specification of, the Services and the Charges and any documents annexed to such Order Form, including the Special Conditions;

**“Party”** means either ZOOM FIBRE or the Customer and **“Parties”** means both ZOOM FIBRE and the Customer;

**“Renewal Term”** has the meaning set out in clause 2.2 (Commencement and Duration of this Contract);

**“Services”** means the Internet Access Services, Managed Router Services, Ethernet Services, Voice Services or other services provided by ZOOM FIBRE to the Customer as described in documents attached to the Order Form;

**“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 ZOOM FIBRE shall provide the Services to the Customer, as detailed in the Order Form;

**“Special Conditions”** means the terms set out in 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;

**“System Administrator”** means a person named by the Customer to be the single point of contact for ZOOM FIBRE for matters relating to the provision of the Services;

**“Terms and Conditions”** means terms and conditions set out in Clauses 1 to 20 of this document;

**“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;

**“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.

## 1.2 Interpretation

(a) The headings in this Contract are inserted for convenience only and shall not affect the interpretation or construction of this Contract.

(b) Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.

- (c) The words “other”, “including” and “in particular” shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- (d) References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).
- (e) All references in this Contract to clauses are to the clauses to this Contract unless otherwise stated.
- (f) In the event of any conflict, inconsistency or ambiguity between these Terms and Conditions and an Order Form, the following order of precedence shall apply:
- (i) firstly, the Special Conditions;
  - (ii) secondly, these Terms and Conditions;
  - (iii) thirdly, the Order Form; and
  - (iv) lastly, any other documents attached to the Order Form.

## **2. COMMENCEMENT AND DURATION OF THIS CONTRACT**

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

2.2 On expiry of the Minimum Term, this Contract shall automatically renew for successive periods of one (1) year (each such period being a “**Renewal Term**”), unless the Customer provides ZOOM FIBRE with thirty (30) days’ written notice prior to the expiry of the Minimum Term or the then current Renewal Term that it wishes to terminate this Contract.

## **3 PROVISION OF THE SERVICE**

3.1 ZOOM FIBRE shall:

- (a) provide the Services:
- (i) in accordance with this Contract; and
  - (ii) with the reasonable skill and care of a competent telecommunications service provider.
- (b) manage the ZOOM FIBRE Network between the hours of 8am-8pm daily, 7 days per week.

3.2 If the System Administrator reports a fault in the Services, ZOOM FIBRE 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 ZOOM FIBRE’s own premises; or
- (c) visiting the Site if ZOOM FIBRE’s action under clauses 3.2(a) and 3.2(b) does not result in the fault being diagnosed or cleared and where such Site visit is considered necessary by ZOOM FIBRE.

3.3 ZOOM FIBRE will take all proper steps without undue delay to correct any reported fault in the Services; and in any event, they shall endeavour to review any issue within 2 hours of the Customer contacting them.

3.4 If ZOOM FIBRE performs work to correct a reported fault but confirms that no fault exists, the Customer shall pay an Additional Charge for such work.

3.5 ZOOM FIBRE may from time to time:

- (a) change the technical specification of the Services and/or the codes or numbers used

by ZOOM FIBRE 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 ZOOM FIBRE to the Customer or any other customer of ZOOM FIBRE 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. ZOOM FIBRE 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.

Where any of the actions listed above are necessary, ZOOM FIBRE will use its reasonable endeavours to give the Customer as much advance notice as possible. Failure to provide such notice shall not prevent ZOOM FIBRE from exercising its rights set out in this clause 3.5 or deemed to be a breach under this Contract by ZOOM FIBRE.

3.6 With the exception of the ZOOM FIBRE Equipment, the Customer is responsible for providing suitable computer hardware, software and telecommunications equipment and related services necessary to access and use the Services.

3.7 ZOOM FIBRE shall accept instructions from persons who ZOOM FIBRE reasonably believe are acting with the Customer's authority or knowledge.

## **4 ZOOM FIBRE EQUIPMENT**

4.1 Where ZOOM FIBRE needs to install ZOOM FIBRE Equipment at a Site to enable ZOOM FIBRE to provide the Services, this shall be at a charge to the Customer. Notwithstanding this, the Customer shall at no charge to ZOOM FIBRE:

(a) prior to installation of the ZOOM FIBRE Equipment at the Site:

(i) obtain all necessary consents and permissions (including wayleave agreements from the property owner) in order for ZOOM FIBRE to install the ZOOM FIBRE Equipment;

(ii) prepare the Site in accordance with ZOOM FIBRE's reasonable instructions (if any);

(iii) make available suitable space and conditions at the Site for the installation of the ZOOM FIBRE Equipment; and

(iv) provide sufficient electricity to power the ZOOM FIBRE Equipment.

(b) after installation of the ZOOM FIBRE Equipment at the Site has been completed, restore the condition of the Site, including any re-decorating that may be required.

4.2 From the date of installation of the ZOOM FIBRE Equipment at the Site, the Customer shall:

(a) be responsible and bear all risk for (but not title to) the ZOOM FIBRE Equipment;

(b) not add to, modify or in any way interfere with the ZOOM FIBRE Equipment, nor allow anyone else (other than someone authorised by ZOOM FIBRE) to do the same; and

(c) be responsible to ZOOM FIBRE for any loss of or damage to the ZOOM FIBRE Equipment, except where such loss or damage is due to fair wear and tear of the ZOOM FIBRE Equipment or is caused by ZOOM FIBRE or its subcontractors.

4.3 Title to and property in the ZOOM FIBRE Equipment shall remain vested in ZOOM FIBRE at all times (even though they have been delivered to the Site and risk has passed to the Customer).

## **5 CONNECTION OF EQUIPMENT TO THE SERVICE**

5.1 If the Customer chooses not to use the router provided by ZOOM FIBRE and accesses the Services via a LAN, the Customer shall:

(a) provide and maintain a suitable LAN and IP router capable of interfacing satisfactorily

with the Services;

- (b) configure the IP router; and
- (c) appoint a System Administrator.

5.2 ZOOM FIBRE shall not be responsible for providing any support to the Customer, whether technical or otherwise, in respect of the Customer's LAN.

5.3 Where IP addresses are allocated to the Customer, these are for use in connection only with the Services and all rights in those IP addresses belong to ZOOM FIBRE. The Customer cannot sell them or agree to transfer them to anyone else and must not try to do so. If this Contract is terminated for any reason the IP addresses will revert to ZOOM FIBRE.

## **6 ACCESS AND SITE REGULATIONS**

6.1 To enable ZOOM FIBRE to carry out its obligations under this Contract, the Customer shall provide ZOOM FIBRE and its subcontractors who produce a valid identity card on arrival at the Site, with access to any Site. ZOOM FIBRE 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. ZOOM FIBRE may agree to work outside the Working Hours, but the Customer must pay Additional Charges, as detailed in the Order Form, for working outside the Working Hours.

6.2 ZOOM FIBRE shall (and shall procure that its subcontractors shall) comply with the Customer's reasonable Site procedures as previously advised in writing to ZOOM FIBRE 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.

6.3 ZOOM FIBRE 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 ZOOM FIBRE prior to the commencement of any works at the relevant Site.

## **7 USE OF THE SERVICES**

7.1 The Customer may use the Services for its own business purposes, provided always that the Customer :

- (a) does not use the Services in any unlawful manner, for any unlawful purpose, or 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;
- (b) use must not infringe ZOOM FIBRE'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
- (c) does 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.

7.2 The Customer shall be responsible for:

- (a) any access and use of the Services, including payment of all Charges incurred by the Customer and compliance with all terms and conditions by the Customer under this Contract; and
- (b) ensuring that the Customer's equipment connected to the ZOOM FIBRE Network conforms to any and all interface specifications and routing protocols specified by ZOOM FIBRE.

7.3 The System Administrator must report all faults in the Services to the Helpdesk.

7.4 This Contract for the provision of the Services is between ZOOM FIBRE and the Customer. The Customer may not resell the Services nor allow the Services to be used by any third party.

7.5 Except as may be otherwise specifically provided under this Contract, the obligations and responsibilities of ZOOM FIBRE under this Contract are solely to the Customer and not to any third party.

7.6 The Customer shall indemnify ZOOM FIBRE against any liabilities or costs arising from:  
(a) any breach by the Customer of the provisions of this clause 7; and  
(b) any and all claims by any third party in connection with the access and use of the Services.

7.7 ZOOM FIBRE does not guarantee total privacy in respect of the Customer's use and access to the Services. The Customer acknowledges and accepts that ZOOM FIBRE 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 INTERNET**

8.1 The Services shall enable the Customer to access the Internet from the Sites.

8.2 The Internet is separate from the Services and use of the Internet is solely at the Customer's risk and its compliance with the relevant terms of use.

8.3 ZOOM FIBRE has no responsibility for any information, software, services or other materials obtained by the Customer using the Internet.

## **9 INTELLECTUAL PROPERTY**

9.1 As between the Parties, ownership of and all intellectual property rights in any operating manuals and associated documentation, materials or data, made available as part of the Services or otherwise generated by or for ZOOM FIBRE in connection with the Services or this Contract (the "**ZOOM FIBRE Intellectual Property**") will remain the property of ZOOM FIBRE or its licensors.

9.2 ZOOM FIBRE shall grant the Customer a personal, non-transferable and non-exclusive licence for the term of this Contract to use and to permit its Users to use the ZOOM FIBRE Intellectual Property, solely as necessary for receipt of the Services and solely in accordance with the terms of this Contract.

9.3 Neither Party shall acquire any rights to the other Party's Intellectual Property Rights under this Contract, except the limited rights granted under this Contract.

9.4 Neither Party may use any Marks of the other Party without the prior written consent of the other Party.

9.5 ZOOM FIBRE warrants that it has all rights, authorisations and licences required to provide the Services to the Customer.

## **10 INTELLECTUAL PROPERTY INDEMNITIES**

10.1 Subject to clause 10.2, ZOOM FIBRE shall defend, indemnify and hold the Customer harmless against all claims, proceedings and expenses arising from any actual or alleged infringement of any third party's Intellectual Property Rights by reason of ZOOM FIBRE's provision of the Services.

10.2 In the event of an allegation or claim for infringement of any Intellectual Property Rights as referred to in clause 10.1, the Customer shall:

- (a) notify ZOOM FIBRE promptly in writing of any allegation of infringement;
- (b) make no admission relating to the infringement;
- (c) allow ZOOM FIBRE to conduct all negotiations and proceedings and give ZOOM FIBRE all reasonable assistance in doing so (ZOOM FIBRE will pay the Customer's reasonable expenses for such assistance); and

(d) allow ZOOM FIBRE to modify or replace the Services, or any item provided as part of the Services, so as to avoid the infringement, provided that the modification or replacement does not materially affect the performance of the Services.

10.3 If the Services become, or ZOOM FIBRE believes they are likely to become, the subject of an allegation or claim for infringement of any Intellectual Property Rights as referred to in clause 10.1, ZOOM FIBRE may, at its sole option and expense:

- (a) secure for the Customer a right of continued use; or
- (b) modify or replace the Service, as set forth in clause 10.2(d), so that it is no longer infringing.

If neither of those remedies is available to ZOOM FIBRE on reasonable terms, ZOOM FIBRE may notify the Customer and terminate such infringing Services without penalty to the Customer.

10.4 The indemnity and remedies in clauses 10.2 and 10.3 are the sole and exclusive remedies of the Customer for any claim of infringement referred to or made under this clause 10.

10.5 The Customer shall defend, indemnify and hold ZOOM FIBRE harmless against all claims, proceedings and expenses arising from any actual or alleged infringement by a third party that the Customer's or User's Content infringes a third party's Intellectual Property Rights. In the event of any such infringement or alleged infringement the Customer shall (and shall procure that its User shall) immediately cease any activity which gives rise to the infringement or alleged infringement.

10.6 The limitations and exclusions of liability contained in clause 13 (Limitation of Liability) do not apply to matters set out in this clause 10.

## **11 CONFIDENTIALITY**

11.1 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.

11.2 This clause 11 shall not apply to any Confidential Information that the Party that wishes to disclose 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 or a court or governmental body. In such event, the Party shall notify the other Party in writing of such disclosure.

11.3 This clause 11 will remain in effect for two (2) years after the expiry or termination of this Contract.

## **12 CHARGES AND DEPOSITS**

12.1 The Charges for the Services shall commence on the Operational Services Date and are fixed for the Minimum Term. At any time after the Minimum Term, ZOOM FIBRE 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.

12.2 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 ZOOM FIBRE. ZOOM FIBRE will add all applicable VAT and taxes to ZOOM FIBRE's invoices as

appropriate.

12.3 The Customer shall pay:

- (a) the Service Charges monthly in advance;
- (b) any Additional Service Charges, within twenty (20) days of the date of ZOOM FIBRE's invoice

12.4 ZOOM FIBRE 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.

12.5 The Customer acknowledges that the Customer may be subject to ZOOM FIBRE's credit vetting procedures and that ZOOM FIBRE 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.

### **13 LIMITATION OF LIABILITY**

13.1 Neither Party excludes or restricts in any way its liability for:

- (a) death or personal injury resulting from its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability which cannot be legally excluded or limited.

13.2 Subject to clause 13.1, ZOOM FIBRE is not liable (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Contract or an Order Form for any:

- (a) any loss of profits, business contracts, anticipated savings, goodwill, or revenue in each case (whether direct or indirect);
- (b) any loss or corruption or destruction of data (whether direct or indirect); and/or
- (c) any special, indirect or consequential loss or damage howsoever arising, whether or not ZOOM FIBRE was advised in advance of the possibility of such loss or damage.

13.3 Subject to clauses 13.1, 13.2 and 13.4, each Party's total liability to the other Party in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Contract or an Order Form in each Contract Year shall not exceed 100% of the Charges paid or payable in the Contract Year in which the claim arose.

13.4 Nothing in this clause 13 shall limit the Customer's obligation to pay the Charges due under this Contract.

### **14 FORCE MAJEURE**

14.1 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**").

14.2 In the event of:

- (a) a refusal or delay by a third person to supply a telecommunications service to ZOOM FIBRE and where there is no alternative services available at reasonable cost; or
- (b) ZOOM FIBRE being prevented by restrictions of a legal or regulatory nature from supplying the Service,

ZOOM FIBRE will have no liability to the Customer for failure to supply the Service.

14.3 If any of the events detailed in clauses 14.1 and 14.2 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.



## **15 TERMINATION**

15.1 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.

15.2 In addition to its rights under clause 15.1, the Customer may terminate this Contract in accordance with the provisions of:

- (a) clause 2.2 (Commencement and Duration of this Contract);
- (b) clause 12.1 (Charges and Deposits); and
- (c) clause 17.2 (Variation).

15.3 In addition to its rights under clause 15.1, ZOOM FIBRE 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.

15.4 If ZOOM FIBRE is entitled to terminate this Contract under clause 15.1(a) or 15.1(b), ZOOM FIBRE 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 ZOOM FIBRE in accordance with this clause 15.4 shall be without prejudice to its termination rights.

15.5 Without prejudice to ZOOM FIBRE'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.

## **16 CONSEQUENCES OF TERMINATION**

16.1 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.

16.2 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 16;
- (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 ZOOM FIBRE to enter the Site to remove the ZOOM FIBRE Equipment from the Site;
- (d) subject to clause 16.2(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 16.2(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) ZOOM FIBRE 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.

## **17 VARIATION**

17.1 This Contract or any part of it (including the Order Form), 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 17.

17.2 Where any amendment, modification and/or supplement to this Contract shall, in ZOOM FIBRE's reasonable opinion, be of material detriment to the Customer, ZOOM FIBRE 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.

## **18 TRANSFER OF RIGHTS AND OBLIGATIONS**

18.1 ZOOM FIBRE reserves the right to assign ZOOM FIBRE all or part of the Contract at any time to any Group Company of ZOOM FIBRE which can sufficiently execute the obligations of ZOOM FIBRE 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.

18.2 This Contract will be binding on, and inure to the benefit of, the Parties and their successors and permitted assignments.

18.3 ZOOM FIBRE may subcontract the performance of any of its obligations under this Contract without the consent of the Customer. Any subcontracting by ZOOM FIBRE shall not relieve ZOOM FIBRE 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.

## **19 DATA PROTECTION**

19.1 If either Party discloses to the other any personal data relating to any individual for the purpose of controlling or processing such data, the disclosing party undertakes that it has prior obtained the necessary consent from the relevant individuals or ensure that it otherwise has the right under the Data Protection Act 2018 or other relevant local data protection laws and regulations to provide such data to the receiving party.

## **20 NOTICES**

20.1 All notices given under this Contract shall be in writing, sent by prepaid post, personal delivery or email to the addresses below.

(a) To ZOOM FIBRE LIMITED:

(i) Post: at the address of ZOOM FIBRE's registered office shown on the Order Form and addressed to the CEO of ZOOM FIBRE LIMITED;

(ii) Email: support@zoom.net.uk or any alternative address that ZOOM FIBRE notifies to the Customer.

(b) To the Customer:

(i) Post: at the Customer's registered office address shown on the Order Form;

(ii) Email: the Customer's e-mail address shown on the Order Form.

## **21 MISCELLANEOUS**

21.1 The obligations set out in clauses 9, 11, 12, 13, 19 and 20 shall survive termination.

21.2 Both Parties shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

21.3 This Agreement supersedes all prior agreements, arrangements and understandings (and excludes any pre-Agreement communications of whatsoever nature) between the Parties and constitutes the entire agreement between the Parties relating to the subject matter hereof. In the event of conflict between these terms and any Schedule, the Schedule shall prevail over these Terms and Conditions.

21.4 This Agreement shall supersede any Terms and Conditions referenced or stated in any Order Form, issued in respect of the Services to be supplied under this Agreement, unless the Parties sign a written agreement to amend these Terms and Conditions.

21.5 No term of this Agreement shall be enforceable by a third party.

21.6 English law applies and in the event of a dispute the Parties agree to submit to the jurisdiction of the English courts.

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[www.zoom.net.uk](http://www.zoom.net.uk)

Company Number 12603975

Registered in England