



seethelight: Landlord Terms and Conditions

This Agreement is made this XX day of MONTH YEAR

BETWEEN:

- A) Independent Service Provider Limited, trading as “seethelight”, a BUUK Infrastructure Group Company, Registered number 05366, whose registered address is Synergy House, Woolpit Business Park, Windmill Avenue, Woolpit, Bury St. Edmunds, Suffolk IP30 0UP; and
- B) INSERT CUSTOMER NAME a limited Company having its registered office at INSERT ADDRESS, (Company number: INSERT COMPANY NUMBER), (The Business Customer).

1. Introduction

1.1 This Agreement sets out the terms by which seethelight agrees to provide the Landlord Provided Internet Service to you.

1.2 This Agreement comprises of the following:

1.2.1 These Terms which set out the terms and conditions pursuant to which we will provide the Landlord Provided Internet Service to your Premises (including the Annexes);

1.2.2 The seethelight Privacy Policy which is available at www.business.seethelight.co.uk;

1.2.3 The seethelight Landlord Provided Internet Service plans and tariffs which are set out at Annex A to these Terms; and

1.2.4 The seethelight Acceptable Use Policy which is available at Annex D.

2. Definitions

2.1.1 Please note that, in this document, reference to “we”, “us”, “our” and seethelight denotes Independent Service Provider Limited, trading as “seethelight”, a BUUK Infrastructure Group Company, Registered number 05366057, whose registered address is Energy House, Woolpit Business Park, Windmill Avenue, Woolpit, Bury St. Edmunds, Suffolk IP30 0UP and “you”, “your” denotes you, the business customer. Reference to the “parties” means both seethelight and you, the business customer.

2.2 In this Agreement, the following words and expressions shall have the meanings given to them below:

“Additional Service(s)” means any supplementary services and features provided by seethelight to you in connection with the Landlord Provided Internet Service.

“Applicable Law” means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance, standard or industry code, rule of court or directives or requirements of any government or regulatory body, delegated or subordinate legislation or notice of any government or regulatory body and the common law and the law of equity as applicable to the parties from time to time.

“Agreement” means this Agreement as described in Clause 1.2.

“AUP” means seethelight’s Internet Acceptable Use Policy attached to this

Agreement at Annex D. “Base Service” means the service to be supplied by

seethelight to you, as described in Part 1 of Annex A. “Base Service Charge” means

the charges for the Base Service as set out in Part 1 of Annex A.

“Business Day” means any day other than a Saturday or a Sunday or a public holiday in England and Wales.

“Landlord Provided Internet Service” means the provision of a Landlord Provided Internet Service comprising access to broadband “always on” Internet Service to you including the features and functionality in relation to the Base Service and as may be amended by us from time to time.

“Cancellation Charge” means the cancellation fees as in Annex A.

“Charges” means any or all charges payable by you to seethelight in respect of Landlord Provided Internet Service including the charges set out in Part 1 of Annex A and any other charges for additional Services related to the Landlord Provided Internet Service.

“Code of Practice” means seethelight’s residential and small business code of practice as attached at Annex E.

“Connection Charge” means the connection charge as set out in Annex A.

“Customer Care Line” means our business customer care team which can be contacted on 0800 331 7638 (or such other number set out on the Site from time to time) between the hours of 9:00am and 5:30pm.

“Effective Cancellation Date” means the date thirty (30) days after the day on which seethelight receives the Notification under Clause 8.

“Equipment” means any equipment provided by seethelight that is necessary to facilitate and provide the Landlord Provided Internet Service, including, but not limited to, an Optical Network Termination and battery back-up (which shall remain the property of seethelight) and a router (which shall become your property).

“Equipment Cost” means the cost of the Equipment.

“Force Majeure Event” means any events outside our reasonable control, including, but not limited to, industrial disputes, high winds, fire, flood, earthquake, explosion, acts of terrorism, decision of any court or other judicial body of competent jurisdiction, unavailability of materials, equipment, transportation, power or other commodity failure, non-availability of telecommunication facilities, acts of Government or other prevailing or defaults of third parties.

“Group Company” means any company which is a subsidiary or holding company of seethelight or any subsidiary of such holding company from time to time and “subsidiary” and “holding company” shall have the meanings set out in Section 1159 of the Companies Act 2006 (as amended or superseded from time to time).

“Installation Service” means the seethelight installation service as described on the Site.

“IPR” means patents, trademarks, service marks, trade names, copyright (including, but not limited to, rights in computer software and in websites), right in databases, rights in designs, know-how, and all and any other intellectual property in any part of the world.

“Internet Service” means a high-speed broadband internet access service as more particularly described in Annex A.

“Minimum Period” means the minimum period set out in Annex A.

“Network” means the network utilised by seethelight to provide the Services to you.

“Network Terminating Equipment (NTE)” means the equipment used to terminate the fibre which is provided to you in return for the payment of the Charges and which enables you to access the Services.

“Normal Conditions” means there is a power supply to the Premises and there are no faults in the Network or the Equipment which affect the quality of the Landlord Provided Internet Service provided to you.

“Notification” means the notice provided under Clause 8.2.

“Premises” means the business addresses which you provide to us in the form set out in Annex C (at which you provide management/landlord services to residents/tenants) and at which we agree to provide you with the Landlord Provided Internet Service and listed in Annex C.

“Privacy Policy” means our privacy policy as amended from time to time, a copy of which is available on the Site.

“Re-activation Charge” means £50.

“Residential Telephone and Internet Terms and Conditions” means seethelight's residential telephone and internet terms and conditions as amended from time to time, a copy of which is available on the Site.

“Service Upgrade” means the faster service to be made available by seethelight to Users as described in Part 2 of Annex A.

“Services” means the services provided to you by us under

this Agreement. “Service Outage” means a failure or

disruption in the Services.

“Services Start Date” means the date on which we activate the Landlord Provided Internet Service.

“Site” means www.business.seethelight.co.uk.

“SPC” means your single point of contact as notified to us in accordance with Clause 16.4.

“Target Activation Date” means the date on which seethelight will endeavour to activate the Landlord Provided Internet Service, which will normally be approximately ten (10) Business Days after we have received confirmation from you that the Premises require the Services.

“Terms” means these Landlord Provided Internet Service Terms and Conditions.

“User” means any resident or tenant at the Premises to whom you provide management/landlord services.

3. Your Order and Important Service Information

3.1 By signing up to our Landlord Provided Internet Service, you understand and agree that the Landlord Provided Internet Service may sometimes be unavailable as a result of things over which we have no control, for example, power supply disruptions. In return for the payment by you to us of the Charges, you are provided with Network Terminating Equipment (“NTE”). You must, under Normal Conditions, maintain a mains (240 volt AC) power supply to the NTE in the Premises and any other Equipment we supply in order to use the Landlord Provided Internet Service. Your attention is specifically drawn to Annex A and our Code of Practice which describes our Internet Services and any limitations that may exist.

3.2 This Agreement commences on the date of signature, continues for the Minimum Period and will continue thereafter until brought to an end by either you or us in one of the ways set out in these Terms.

3.3 You acknowledge and agree that in order to be eligible to receive the Landlord Provided Internet Service, you must provide management/landlord services at the Premises.

3.4 You must provide a complete list of the plots at the Premises and the postal address for each such plot as set out in Annex C. You agree to provide us with a list of Users names and addresses and to keep such list up to date throughout the duration of this Agreement and you warrant that you will obtain all necessary consents and approvals in relation to the provision of this data to seethelight for use by seethelight in connection with the Services. We warrant that we will use this data in accordance with Applicable Law and our Privacy Policy and that we will not sell this data to any third party.

3.5 The confirmation letter or email provided to you under Clause 3.3 will contain your Target Activation Date for the Landlord Provided Internet Service. The Target Activation Date is a target only and the actual date of activation will depend on a number of factors. Accordingly, any activation dates provided to you, including the Target Activation Date, are estimates only and you agree that we will not be liable to you for a failure to meet any activation date.

3.6 You understand and acknowledge that there may be some limitations with the Services and if seethelight suspends the Landlord Provided Internet Services in accordance with the terms of this Agreement, the Internet Service will not be available.

4. Conditions of Use

The Landlord Provided Internet Service is provided on the following terms:

4.1 Your Information: You acknowledge that the information you provide to us in this Agreement will be relied upon by us for the provision of the Landlord Provided Internet Service. If there is any change in the information provided by you in this Agreement or if the information provided by you is incorrect, you agree to notify us immediately by contacting our Customer Care Line.

4.2 Business Use: The Landlord Provided Internet Service is provided to you for use by your business in order for you to make internet access available to Users at the Premises.

4.3 Base Services: You will procure that each User who elects to utilise the Base Service is made aware of, and agrees to comply with, our Residential Telephone and Internet Terms and Conditions to the extent they relate to use of the Base Service (provided that you (and not the User) will remain liable to us for payment of any charges in connection with the Base Service, including the Base Service Charge). You will be liable to us for the failure of any User to comply with the Residential Telephone and Internet Terms and Conditions in relation to the Base Service and any such breach of the Residential Telephone and Internet Terms and Conditions by a User will be deemed to be a breach of this Agreement by you.

4.4 Service Upgrade: If a User elects to purchase the Service Upgrade, such User will contract directly with seethelight in relation to the Service Upgrade. For the avoidance of doubt, you will continue to pay any Charges in connection with any such User's use of the Base Service.

4.5 Internet Acceptable Use Policy (AUP): Whilst there are no specific monthly usage allowances on the Landlord Provided Internet Service, the provision of the Landlord Provided Internet Service to you is subject to our AUP and we reserve the right to impose download limits at any time, or suspend access to the Landlord Provided Internet Service in relation to the relevant User, if we reasonably believe that such User's use constitutes a breach of our AUP. seethelight reserves the right to modify the AUP at any time and will notify you of any such changes.

4.6 Monitoring: If requested to do so by a government or law enforcement body, seethelight may monitor communications using the Landlord Provided Internet Service including, without limitation, any content or material transmitted over the Landlord Provided Internet Service.

4.7 Security: seethelight cannot guarantee internet security and strongly recommends that you make use of additional security products such as firewalls and anti-virus software due to the "always-on" nature of the Landlord Provided Internet Service. We do not guarantee the security of the Services against unlawful or unauthorised access or use. You understand and agree that access to and use of the Services is at your own risk.

4.8 Line Speed and Performance: You acknowledge that the actual speed and performance of the service you experience in connection with the Services will depend on a number of factors, some of which are outside of our control. As such, we cannot guarantee that maximum transmission speeds can be obtained at any time for our Internet Service; nor can we guarantee that, where you are eligible to receive a speed upgrade, the upgrade can be successfully completed within the indicated timelines.

However, we will use our reasonable endeavours to inform you of any issues, and attempt to resolve them, as soon as it is reasonably possible.

4.9 Service Announcements: seethelight reserves the right to email service announcements to you in connection with the Landlord Provided Internet Service.

4.10 Re-sale and re-supply: You agree that the Landlord Provided Internet Service is provided to you in order for you to provide internet for use by Users at the Premises and that you will not, without seethelight's prior consent in writing, re-sell or re-supply the Landlord Provided Internet Service to any other premises or person, free of charge, for money or equivalent value in monetary terms.

4.11 Equipment:

4.11.1 We agree to provide you with the Equipment as described on the Site. ***

4.11.2 Any Equipment which seethelight supplies to you shall remain our property or the property of our service providers, even though it is in the Premises and you agree to take good care of it. If you fail to do so, you will be responsible for and will pay to us on demand the costs of repair or replacement of the Equipment in the event that the Equipment is damaged. Responsibility for the Equipment shall pass to you on delivery of the Equipment to you and so you are responsible for all loss of, theft of, or damage to the Equipment provided to you.

4.11.3 You agree to notify us immediately by calling our Customer Care Line if the Equipment used to access the Landlord Provided Internet Service is stolen or if you become aware of any unauthorised use of the Landlord Provided Internet Service. Failure to do so may result in you being liable for any losses arising as a result of such unauthorised use and suspension or termination of your Landlord Provided Internet Service.

4.11.4 You must not reconfigure or tamper with any Equipment supplied to you (save for the router) for the purpose of accessing the Landlord Provided Internet Service. In the event that you do reconfigure or otherwise tamper with any Equipment, we reserve the right to suspend or terminate the Landlord Provided Internet Service.

4.11.5 The Equipment must be kept and used in strict accordance with instructions issued by the manufacturer or us and must not be used in conjunction with other equipment not approved by the manufacturer or us. You are only permitted to use the Equipment to connect to the Network.

4.11.6 Apart from the Equipment, you are responsible for providing all equipment necessary to enjoy the benefit of the Landlord Provided Internet Service.

4.11.7 If any Equipment supplied to you by us is faulty, you must report the fault promptly by contacting our Customer Care Line. If we agree with you that the Equipment is faulty, we will either (at our sole discretion):

- (a) rectify the fault in the Equipment; or
- (b) replace the Equipment at no additional cost to you provided that you have complied with your obligations under this Clause

4.11 and that the faulty Equipment is returned to us, at our cost, in accordance with our instructions, within twenty (20) Business Days of the date on which you reported the fault to our Customer Care Line. If you do not comply with the conditions set out in this Clause 4.11.7, or (in our reasonable opinion) the fault is caused by abuse or negligence in relation to the Equipment while in your care you

will be charged for and shall pay to us on the demand the cost of the replacement equipment.

4.12 Installation Service: If you require the Installation Services, provided that you meet the requirements set out on the Site, we will provide the Installation Services to you in accordance with this Clause 4.12.

4.13 Following acceptance of your requirement for Installation Services, we will contact you to agree an appointment time.

4.14 You must tell us at least 24 hours before your agreed appointment if you cannot make this time, otherwise we may charge you for a missed appointment. If we do not keep an appointment, you will not be charged for this appointment.

4.15 We will charge you the Installation Charge in relation to the Installation Services we provided to you and you shall pay the Installation Charge in accordance with Clause 10.

4.16 Interoperability: You will be responsible for interoperability between your local area network and servers and the Equipment provided by us to deliver the Landlord Provided Internet Service. We do not accept any responsibility for such interoperability or the performance or non-performance of any equipment in your local area network, your equipment or your servers.

4.17 Access to Premises: You agree to allow us reasonable access to the Premises if we need to carry out work on the Premises to provide the Services to you. You also agree to get any permission or authorisation needed from someone else if we have to cross their land or put our equipment on their premises in order to provide the Services to you.

4.18 Maintenance Service: If at any time there is a fault in relation to your Landlord Provided Internet Service and/or your Landlord Provided Internet Service is unavailable, you should contact our Customer Care Line. If we fail to repair your Landlord Provided Internet Service, or fail to respond to the fault within two (2) Business Days of the date on which you reported the fault to our Customer Care Line, you may be entitled to compensation and if such compensation is due to you it shall be deducted from the amount payable by you in relation to the relevant period. However, you will not be entitled to such compensation if the fault occurred as a result of a Force Majeure Event, or as a result of your interference with and/or failure to maintain the Equipment. Please contact our Customer Care Line or visit the Site for further information on reporting a fault.

5. Use of the Services

5.1 You agree that you will use the Landlord Provided Internet Service in accordance with such instructions as we may notify to you from time to time and in accordance with all Applicable Laws. You are responsible for all activity and usage of the Landlord Provided Internet Service (including usage of the Base Service by any User) and for any breaches of this Agreement that may result. You must ensure that the Landlord Provided Internet Service is not used, whether by you or by anyone else, for any unlawful or fraudulent purposes.

5.2 You agree that you will not use the Landlord Provided Internet Service nor allow others to use the Landlord Provided Internet Service:

5.2.1 in contravention of our AUP (as amended from time to time);

5.2.2 in any way which is criminal, fraudulent or otherwise unlawful or is otherwise in contravention of any licence, IPR, privacy or other third party rights;

5.2.3 to make or send a communication which is defamatory, abusive, obscene, offensive, menacing or a nuisance (including hoax calls) or to cause annoyance or inconvenience;

5.2.4 to send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, obscene, menacing or otherwise unlawful or inappropriate;

5.2.5 in any way that in seethelight's reasonable opinion is likely to affect the quality of the Internet Service or any other Services provided by seethelight;

5.2.6 in any way which we believe is, or is likely to be, detrimental to us, to the provision of Services to you, to any of our customers or any other users of our Network; or

5.2.7 in a manner which may damage our reputation or the reputation of any of our Group Companies, the services provided by us or bring us, or any of our Group Companies, our services or our Network into disrepute.

5.3 If we provide you with usernames and passwords allowing you to access the Landlord Provided Internet Service, you agree that you are solely responsible for ensuring these are kept confidential and secure at all times. You must not attempt to change any seethelight username(s) provided. If you think that any seethelight username(s) or password(s) provided has become known to any unauthorised person or may be used in an unauthorised way you must inform us immediately.

5.4 The IPR in any content, software or other materials ("seethelight Materials") which we provide to you belongs to us or our suppliers. We grant you a licence to use the seethelight Materials in order to receive and enjoy the benefit of the Services, but you agree not to copy, modify or publish the seethelight Materials (although you may take one copy of any software to be kept and used as a back-up) and you agree not to supply the seethelight Materials to any other person.

6. Use of the Site

6.1 You agree to only access and use the Site in accordance with this Agreement and in accordance with and subject at all times to all Applicable Laws. We reserve the right, without notice, at any time, and at our sole discretion, to suspend or discontinue your access to or use of our Site including in the event that such access or use would be unlawful under any Applicable Law.

6.2 You agree that you will be responsible for the content of and all information contained in your communications to our Site. You are also solely responsible for the use to which you put all information, data and results from our Site.

6.3 You acknowledge that you are responsible for using the correct log-in details when you use the Internet Service.

7. Internet Acceptable Usage Policy

7.1 When using the Internet Service, you must procure that each User shall abide by our AUP.

7.2 We will investigate any suspected or alleged breaches of the AUP and in doing so we will endeavour to act reasonably and fairly at all times. If you (or any Users) are found to have breached the AUP or the Agreement, we reserve the right in our sole discretion to take whatever measures we deem appropriate and proportionate to the breach. These measures may include a formal warning, suspending one or more of your seethelight accounts, making an additional charge for our reasonable costs of investigating and dealing with the misuse, and/or blocking access to any relevant component(s) of our Services to you. If you are found to have breached the AUP or this Agreement, or if you have allowed any third party to use the Services we provide to you for engaging (or permitting others to engage) in an unlawful or unacceptable activity (as determined by seethelight), you may receive a formal warning from us specifying the unacceptable conduct.

7.3 If we suspend your access under Clause 7.2 then this suspension may be lifted, at seethelight's sole discretion, when the reason for suspension has been rectified and upon receipt of a formal written undertaking from you not to commit any future "abuse". However, all cases are considered individually upon their merits.

7.4 Without prejudice to any other rights and remedies available to us, we reserve the right to, where feasible, implement technical mechanisms to prevent any unlawful or unacceptable activity or anything which infringes the AUP. In addition, we reserve the right to charge you a sum equal to the actual administrative costs and expenses incurred or suffered by seethelight which are associated with the unlawful or unacceptable activities or breach of the AUP by you, including, but not limited to, the costs of identifying offenders and removing them from, or discontinuing the provision to them of, the Services.

8. Cancellation by You

8.1 If you wish to end this Agreement or the provision of the Landlord Provided Internet Service, you may only do so in accordance with this Clause 8, Clause 9.8 or Clause 13.2. Cancellation refers to the cancellation of all or part of the Landlord Provided Internet Service whether you are switching to an alternative service or closing your seethelight account altogether.

8.2 Any and all cancellations of this Agreement by you shall be effective on the Effective Cancellation Date and you will be charged for the provision of the Landlord Provided Internet Service until the Effective Cancellation Date.

8.3 If you have provided Notification but change your mind and want to retain your Landlord Provided Internet Service, you can reverse the cancellation, without interruption to the Landlord Provided Internet Service and without incurring any additional Charges up until fifteen (15) days before the termination of the Services by calling our Customer Care Line.

9. Suspension and Termination

9.1 Without prejudice to our rights to terminate this Agreement, or any other rights available to us whether under this Agreement or otherwise, and in addition to our rights to suspend the provision of Landlord Provided Internet Service referred to in Clause 7, we may suspend all or part of the Landlord Provided Internet Service (including, for the avoidance of doubt, any User's use of the Base Service) if:

9.1.1 we reasonably believe you are in breach of any term of this Agreement or any other agreement between us or and you;

9.1.2 you fail to make any undisputed payment when it becomes due under this Agreement;

9.1.3 we have the right to terminate all or part of this Agreement; and/or

9.1.4 we are obliged to comply with an order, instruction or request of government, or other competent authority.

9.2 We may need to temporarily suspend the Landlord Provided Internet Service for repairs or planned maintenance and upgrades. Where this occurs, we will give you as much notice as it is reasonably possible in the circumstances. We cannot guarantee that the Landlord Provided Internet Service will never be faulty. However, we will respond to all reported faults as soon as it is reasonably possible.

9.3 Upon any suspension or termination by us under this Agreement, you are responsible for all Charges that would have been payable but for suspension or termination, including without limitation unbilled Charges, any applicable Cancellation Charges and other charges all of which immediately become due and payable. If you have provided details of your debit card or credit card or any other form of payment authority, we may immediately charge these amounts to your debit or credit card, or (as appropriate) deduct such amounts in accordance with the relevant payment authority.

9.4 If we suspend provision of any Services to you under this Agreement, we may or may not agree (at our sole discretion) when the reason for suspension has been rectified to restore your Landlord Provided Internet Service. Before we agree to restore your Landlord Provided Internet Service, we will charge you a Re-activation Charge and you shall pay such a Re-activation Charge to us on demand.

9.5 We can end this Agreement immediately upon notifying you by email if:

9.5.1 you breach this Agreement and (if the breach is capable of being remedied) fail to remedy the breach within ten (10) Business Days of being asked by us in writing to do so;

9.5.2 you are a company and any encumbrancer/receiver/administrative receiver or similar officer is appointed over any of your property or assets, or if you make any voluntary arrangement with your creditors/become subject to an administration order/ have an administrator appointed/go into liquidation/have a resolution for your winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on you) or if anything analogous to any of these events under the law of any jurisdiction occurs in relation to you or if you cease or threaten to cease to carry on business;

9.5.3 you are an individual and you have a statutory demand or bankruptcy petition issued against

you, or have applied for an interim order under the Insolvency Act 1986 (as amended from time to time) or a proposal for an individual voluntary arrangement under that legislation, or if you are declared bankrupt, or make a composition or arrangement with (or for) the benefit of any of your creditors;

9.5.4 anything similar to any of the events set out in Clause 9.5.2 or Clause 9.5.3 occurs;

9.5.5 any legal or regulatory change is introduced which materially affects our ability to offer the Landlord Provided Internet Service;

9.5.6 we cease to have (for any reason whatsoever) any permission, licence or authorisation necessary for the operation of the Network or the provision of the Combined Business Telephone and Internet Service;

9.5.7 in accordance with Section 5.4 of the Code of Practice we have reasonable grounds for suspecting that there is an unacceptable credit risk to us in connection with your account or if you are likely to breach Clause 5.2; or

9.5.8 a Force Majeure Event continues for more than three (3) months.

9.6 You acknowledge that our ability to provide the Landlord Provided Internet Service is dependent upon companies who provide services to us. Therefore, we may terminate this Agreement, at any time, without liability to you, if any underlying arrangement with other operators or suppliers is terminated for whatever reason.

9.7 seethelight may otherwise terminate this Agreement without notice if it deems, in its sole discretion, such termination necessary. We will reimburse you upon such termination of your account under this Clause 9.7 for any days' Landlord Provided Internet Service that you have paid for in advance but cannot use. This is calculated as the number of days between the date of disconnection and the Effective Cancellation Date, provided that your account is not already in arrears.

9.8 You may end the Agreement immediately by giving us notice in writing if:

9.8.1 a Force Majeure Event continues for more than three (3) months.

9.8.2 we commit a material breach this Agreement and (if the breach is capable of being remedied) fail to remedy the breach within ten (10) Business Days of being asked by you in writing to do so; or

9.8.3 any encumbrancer/receiver/administrative receiver or similar officer takes possession of, or is appointed over any of our property or assets, or if we make any voluntary arrangement with our creditors/we become subject to an administration order/ have an administrator appointed/go into liquidation/have a resolution for our winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the other party), or if anything analogous to any of these events, under the law of any jurisdiction, occurs in relation to us, or if we cease to carry on business.

9.9 When your Agreement comes to an end for any reason:

9.9.1 your connection to our Network will be disconnected;

9.9.2 you will have to pay immediately all Charges outstanding at the time of disconnection and, where we hold your payment details, you agree that we shall be entitled to collect them from your account; and

9.9.3 where seethelight has provided Equipment to you, you will be required to return it to us, in accordance with our instructions, at our cost, in the same condition as when it was provided to you (except for fair wear and tear only) within ten (10) Business Days of the date on which the Agreement comes to an end. If you do not return the Equipment to us within ten (10) Business Days of the date on which the Agreement comes to an end, we will be entitled to assume you have decided to keep it and we will charge you for the Equipment Cost.

9.10 Unless you have cancelled the Agreement under Clause 13, or the Agreement has been cancelled under Clause 9.6 or Clause 9.8, on termination or cancellation of the Agreement during the Minimum Period, you will pay to us the Cancellation Charge, in respect of each line provided by us as part of the Landlord Provided Internet Service. If a Landlord Provided Internet Service line or other feature is disconnected after one year following the Services Start Date, the applicable Cancellation Charge is waived.

10. Charges and Payment

10.1 Provision of the Landlord Provided Internet Service is conditional upon you paying all Charges applicable to the Landlord Provided Internet Service, in accordance with this Agreement, which, as well as the charges detailed in Annex A, may include:

10.1.1 Connection Charges;

10.1.2 Base Service Charges;

10.1.3 Cancellation Charges;

10.1.4 Re-activation Charges; and

10.1.5 Installation Charges.

We publish details of all tariffs, fees and Charges (including details of any applicable Cancellation Charges) on the Site.

10.2 You may have to pay a £10.00 administration charge if there are insufficient funds on your customer account to make a payment for the contracted amount.

10.3 We will invoice you on a monthly basis in accordance with the Code of Practice.

10.4 You will pay all invoices issued by us by the due date set out in the invoice.

10.5 You will pay:

10.5.1 in advance for all Installation Charges, Connection Charges, Base Service Charges, Re-activation Charges and all other sums which are payable in advance as referred to in this Agreement;

10.5.2 on demand for all Cancellation Charges and all other sums which are payable on demand as referred to in this Agreement;

10.5.3 in arrears for any Charges which seethelight decides to bill in arrears.

10.6 You will be liable for all the Charges for the provision of the Services, from the Services Start Date, unless otherwise agreed in writing with us.

10.7 You must pay all sums due in full and you cannot offset, deduct or withhold any part of any sum you owe us. We reserve the right to charge for administration costs incurred in recovering any sum you owe us and we reserve the right to employ debt collection agencies, to assign the right to collect your debt or to factor your debt to a third party for collection.

10.8 Direct Debit is seethelight's preferred method of payment, although we do accept other methods of payment. The methods of payment accepted by seethelight are set out on our Site and in our Code of Practice. We have included VAT at the current UK rate. You agree that we shall provide you with an electronic modified VAT invoice showing the total amount due and the amount of VAT payable. All electronic VAT invoices are available by accessing your on-line account.

10.9 If payment is by credit card, seethelight reserves the right, at any time, to stop accepting credit cards from one or more issuers.

10.10 This Agreement for the Landlord Provided Internet Service authorises seethelight to charge your debit or credit card, as set out in our Code of Practice. The authorisation will remain valid until twenty (20) Business Days after seethelight receives your written notice terminating seethelight's authority.

10.11 If you use the Landlord Provided Internet Service in a manner which is inconsistent with your tariff, we reserve the right to apply the tariff that corresponds to the level and type of use you make of the Landlord Provided Internet Service.

10.12 We may, at any time, impose a credit limit on your account and we may charge your debit or credit card for the full amount of Charges incurred at any time and offset the amount credited against the full amount of Charges due at the end of the billing period.

10.13 If you do not pay your bills on time or there is an adverse change in your credit rating, we are entitled, at any time, to change the payment terms set out in this Clause 10 by giving you notice in writing.

10.14 You must notify seethelight in writing within five (5) Business Days after the date of your latest bill if you dispute any Charges. Billing disputes must be notified to businessenquiries@seethelight.co.uk or by contacting our Customer Care Line.

10.15 If you fail to make any payment by the due date, we shall be entitled to charge you interest on the overdue amount, from the due date, up to the date of payment, after as well as before judgement, at the rate of 4% above the base rate for the time being of the Royal Bank of Scotland. Such interest will accrue on a daily basis, will be compounded quarterly and will be payable by you on demand.

11. Warranty

11.1 We warrant that we shall provide the Landlord Provided Internet Service with reasonable skill and care, within a reasonable time and substantially as described in this Agreement.

11.2 We do not warrant that the provision of the Landlord Provided Internet Service will be fault free or uninterrupted but we will use all reasonable skill and care to provide and maintain the Landlord Provided Internet Service.

11.3 Except as set out in this Agreement, we do not make any other promises or warranties about the Landlord Provided Internet Service. You acknowledge and agree that, in entering into this Agreement, you do not do so on the basis of, and do not rely on any representation, warranty or other provision except that expressly provided in this Agreement and all conditions, warranties or other terms implied by statute or common law, are excluded to the fullest extent permitted by Applicable Law.

11.4 The Equipment and the Landlord Provided Internet Service is made available "as is".

11.5 Nothing in this Agreement affects your statutory rights under any Applicable Laws.

12. Liability and Indemnity

12.1 Nothing in this Agreement excludes or limits our liability for death or personal injury caused to you by our negligence, fraud or fraudulent misrepresentation, or for any liability that cannot be excluded or limited by law.

12.2 Our liability to you for faults in, and unavailability of, the Landlord Provided Internet Service is set out in clause 4.18 and this clause 12 shall apply to all claims arising from your use of the Landlord Provided Internet Service.

12.3 Subject to Clause 12.1, we shall not be liable to you or any third party whether in contract, tort (including, but not limited to, negligence), breach of statutory duty or otherwise for:

12.3.1 any loss (whether direct or indirect) of revenue or profits;

12.3.2 any loss (whether direct or indirect) of business;

12.3.3 any loss (whether direct or indirect) of anticipated savings;

12.3.4 any corruption or destruction of data (other than the data provided by you to us in accordance with Clause 3.5);

12.3.5 any indirect or consequential loss howsoever arising or

12.3.6 any indirect or consequential loss arising in connection with any computer virus or system failure; even if we are expressly advised of the possibility of such damage or loss.

12.4 Subject to Clauses 12.1 and 12.3, our maximum total liability to you (if any) for direct loss or damages whether in contract, tort (including, but not limited to, negligence), breach of statutory

duty, or otherwise, arising out of or in connection with this Agreement shall not exceed in aggregate a sum equal to one hundred and twenty five percent (125%) of the Charges payable by you to us under this Agreement in the preceding twelve (12) month period (or the first twelve (12) months of the Agreement whereby liability arises during that period).

12.5 In the event of any failure in the Landlord Provided Internet Service or Equipment, we shall not be liable to you for any charges incurred by you should you divert your internet traffic to another communications provider.

12.6 You will indemnify seethelight from and against any and all costs, expenses, (including, but not limited to, reasonable legal fees), claims, liabilities, demands, actions and expenses arising from or related to any breach of this Agreement or any misuse by you, your representative or any User of the Landlord Provided Internet Service or Equipment (whether or not supplied by us).

13. Changes to This Agreement

13.1 We may change the terms and conditions of this Agreement and our charges and tariffs to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods and/or changes in relevant laws and/or regulatory requirements, at any time. We will notify you of changes to these Terms and of any increase in Charges at least one month before they are due to take effect. For changes which we need to make to meet legal and/or regulatory requirements, we may not be able to give you one month's advance notice. We will let you know about these changes as soon as we can. You may contact our Customer Care Line or visit the Site for details of changes to Charges or to these Terms.

13.2 Following notification of any changes as described in Clause 13.1, you may end this Agreement, without incurring any applicable Cancellation Charge or other liability if the changes are to your detriment provided that you will remain liable for all Charges due up until the date of termination. To exercise your right of termination you will need to give us notice, within 10 (ten) days of being notified of the relevant changes as described in Clause 13.1, by contacting our Customer Care Line.

13.3 Except as set out in Clause 13.1, no variation of this Agreement shall be valid unless recorded in writing and signed by or on behalf of us and you.

14 Force Majeure

14.1 We shall not be liable for any failure, delay or default in performing any of our obligations under this Agreement if, and to the extent that, such failure, delay or default is caused by a Force Majeure Event.

14.2 We will not be liable for failure or delay in delivering the Landlord Provided Internet Service if:

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

14.2.2 legal or regulatory restrictions are imposed that prevent us from supplying the Landlord Provided Internet Service.

15 Complaints and Disputes Resolution

- 15.1 Details of our disputes and complaints resolution process and how to contact the UK Internet Service Providers Association (UK ISPA) and the Ombudsman Services can be found in our Complaints Code of Practice on the Site or upon request by contacting our Customer Care Line.
- 15.2 In the event of a dispute, each of the parties will, in the first instance, attempt to resolve the dispute or claim arising out of or relating to the Agreement promptly through negotiation between the respective representatives of the parties who have the authority to settle the same.
- 15.3 Nothing in this Clause 15 shall prevent the parties from exercising any rights and remedies that may be available in respect of any breach of the provisions of this Agreement.

16 Notices

- 16.1 Unless otherwise stated in this Agreement, any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or commercial courier, or sent by email, to each party required to receive the notice as set out below:
 - 16.1.1 seethelight: Company Secretary, seethelight, Driscoll 2, Ellen Street, Cardiff, CF10 4BP Email: billingandcollections@seethelight.co.uk; and
 - 16.1.2 You: Your SPC at the address and/or email address notified to us under Clause 16.5, or in the event that another address and/or email address has been notified by a party in accordance with and making specific reference to this Clause 16, then to that other address.
- 16.2 Any notice shall be deemed to have been duly received:
 - 16.2.1 If delivered personally, when left at the address and for the contact referred to in this Clause; or
 - 16.2.2 If sent by pre-paid first class post or recorded delivery at 9am on the second Business Day after posting; or
 - 16.2.3 If delivered by a commercial courier, on the date and at the time at which the courier's delivery receipt is signed; or
 - 16.2.4 If sent by email on despatch if despatched during a Business Day, or at the start of the next Business Day if despatched at any other time.
- 16.3 The provisions of this Clause shall not apply to the service of any proceedings or other documents in a legal action.
- 16.4 You must nominate a primary and secondary representatives within your organisation that are authorised to act as a recognised single point of contact ("SPC") for the management of your Combined Business Telephone Service account and communication with seethelight.
- 16.5 You must provide seethelight with the full contact details of your SPC and notify seethelight of any changes in your SCP's

contact details as soon as reasonably practicable.

17 Privacy

seethelight complies with all relevant data protection legislation and our current Privacy Policy is published on the Site. By entering into this Agreement, you confirm that you (i) accept our Privacy Policy; and (ii) that you have obtained all necessary consents and approvals to the use of personal data which you provide to seethelight under this Agreement as detailed in our Privacy Policy.

18 Partnership

Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute between seethelight and you, a partnership, association, joint venture or contract of employment, or authorising you to act as agent for us. You shall not have authority to make representations for, act in the name of or otherwise bind us in any way.

19 Assignment

19.1 You may not assign your rights or obligations under this Agreement without prior written consent from seethelight (such consent not to be unreasonably withheld).

19.2 seethelight reserves the right to assign, sub-contract, delegate or otherwise transfer its rights and obligations under this Agreement to any person, provided that it notifies you that it has done so.

19.3 If requested by us in writing, you will execute a document in a form specified by us to effect any transfer permitted by Clause 19.2.

20 Waiver

No waiver by seethelight of any default by you under this Agreement shall operate or be construed as a waiver by seethelight of any future defaults whether of a like or different character. No granting of time or other forbearance or indulgence by seethelight to you shall in any way release discharge or otherwise affect your liability.

21 Severability

If any provision of this Agreement is held by a Court or any Government agency or authority to be invalid, void or unenforceable, the remainder of this Agreement shall, to the extent possible, remain legal, valid and enforceable. We reserve the right to replace any Clause or condition that is not legally effective, with a Clause or condition of a similar meaning that is legally effective.

22 Entire Agreement

22.1 This Agreement represents the entire understanding between the parties and supersedes all other written or verbal representation, statements or agreements made by either you or seethelight.

22.2 Each of the parties acknowledge and agree that, in entering into this Agreement and the documents referred to in it, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this Agreement or not), other than as expressly set out in this Agreement.

23 Confidentiality

23.1 Each party shall keep as confidential all information disclosed to it by, or on behalf of the other party, which could be reasonably considered to be confidential. This shall include, but not be limited to, all information disclosed by us to you which relates to our business which is not in the public domain and all information disclosed by you to us which relates to your business which is not in the public domain. Neither party shall not use any information so provided other than to perform its obligations under this Agreement.

24 General

24.1 We reserve the right to record any and all calls between you and any member of our staff to enable us to monitor the quality of our Service and to ensure compliance with our regulatory obligations and procedures.

24.2 Those Clauses, the survival of which is necessary for the interpretation or enforcement of this Agreement, shall continue in full force and effect in accordance with their terms, notwithstanding termination or expiry of this Agreement.

24.3 Notwithstanding any other provision in this Agreement, nothing in this Agreement will create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person, other than the you or seethelight.

24.4 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts each of which when executed and delivered shall constitute an original but all the counterparts shall together constitute but one and the same instrument.

25 Governing Law

These terms and conditions are governed and subject to the laws of England. Without prejudice to Clause 15, each party irrevocably submits to the exclusive jurisdiction of the English Courts over any claim or matter arising under or in connection with this Agreement.

Signed as an Agreement on

**For and on behalf of
“the Business Customer”**

Authorised Signature: _____

Printed Name: _____

Title: _____

Date: _____

Acceptance

Upon acceptance of this application, IFNL will sign this form and return one original to you.

“Independent Fibre Retail Limited”

Authorised Signature: _____

Printed Name: _____

Title: _____

Date: _____

ANNEX A- LANDLORD PROVIDED INTERNET SERVICE RENTAL CHARGES

PART 1

Base Service

The Base Service Charge payable by you for the Landlord Provided Internet Services provided by us to you are as follows:

Internet Service	Base Service Charge per plot paid per month in advance (Excl VAT)
150Mbps downstream and 150Mbps upstream data only service	£XX.XX

Notes:

- ☐ The Base Service Charge per plot is payable by you irrespective of: (i) whether the plot is occupied; and (ii) whether the User at the relevant plot utilises the Internet Service
- ☐ Connection Charge is £0
- ☐ Router will be supplied with a 12 month Manufacturer's Warranty
- ☐ Replacement Router Charge -£56.13 (Excl VAT)
- ☐ Minimum Period - 4 years from date on which the Services are first provided to all 297 residential plots and 1 commercial plot to be served pursuant to this Agreement. It is acknowledged and agreed that the plots may be built on a phased basis and that the Services shall be provided, and the Base Service Charge shall be payable, in accordance with the phased completion of the plots.
- ☐ Cancellation Charge: early termination fees will apply should this Agreement be cancelled by you before the end of the Minimum Period. A discounted Base Service Charge has been made available to you based on the Services being provided (and paid for) throughout the Minimum Period and accordingly, the early termination fees payable by you if the Agreement is cancelled by you before the end of the Minimum Period will include (as well as the Replacement Router Charge and a wholesale termination charge for any termination during the first 12 months) an amount equal to the difference between the actual amount paid by you for the Services as at the date of termination and the amount that would have been payable by you for the Services as at the date of termination had a discounted rate not been offered to you by us and our standard charges applied during the period prior to cancellation.
- ☐ You will provide us with the Users Name and Address
- ☐ We will provide monthly statistics reporting
- ☐ We will provide direct access to STL Business Account Manager
- ☐ Monthly performance reporting to include the following:
 - Total Calls received and the response times
 - Calls resolved and time taken to resolve
 - Calls outstanding and next steps for resolution and estimated resolution time

PART 2

Upgrade from Base Service

Any User will be able to upgrade to a faster service based on the pricing model below.

- The User will contract directly with seethelight and will pay the applicable costs based on current rates, to seethelight in accordance with the seethelight Residential Telephone and Internet Terms and Conditions from the date on which the User's upgrade takes effect
- ☒ These applicable costs will account for the charges already being paid by you for the Base Service.

Notes:

- ☒ Connection Charge is £0
- ☒ Where a Phone service is selected, the phone service will be provided with free evening and weekend calls.
- ☒ User will pay all call charges monthly in arrears.
- ☒ Pricing will be reviewed and adjusted on an annual basis
- ☒ No upgrade fee applies
- ☒ Router will be supplied with a 12 month Manufacturer's Warranty
- ☒ Replacement Router Charge - £67.36 (inc. VAT) with a 12 month Manufacturer's Warranty

Annex B Escalation Matrix

Rules of engagement – Valid escalation reasons.

You can escalate at any point when you are not happy with progress or require added focus and below are some guidelines.

1. Poor/unsatisfactory updates concerning a fault/issue being raised via the normal seethelight support process by calling support number or emailing seethelight.
2. High profile customer.
3. No engineering ETA or clear path to resolution.
4. Repeated fault with User or poor service history with an individual User.

Level	Mark any Email for the attention of the following contact in Seethelight	Email	Phone number
1	Call Centre Team Leader	billingandcollections@seethelight.co.uk	0800 331 7638
2	Operations Manager	Thomas.Rees@bu-uk.co.uk	02920 314021
3	Commercial Operations Director	andrew.robinson@bu-uk.co.uk	02920 314257

Plot	Address	

Plot	Address	

Plot	Address	

Annex D – Acceptable Use Policy



internet_acceptable_use_2017.pdf

Annex E – Code of Practice

seethelight_customer_code_o
f_practice