

## General Terms and Conditions

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Please read these General Terms and Conditions (**Conditions**) carefully as it sets out the terms and conditions on which Bridge Fibre Limited will provide its services to you (**the Customer**). These conditions incorporate any Supplementary Terms and Conditions and/or Service Level Agreement which is/are applicable to the specific Services which you are purchasing. These Conditions may be updated online from time to time.

### 1 DEFINITIONS AND INTERPRETATION

**Addendum** means any addendum to the Contract (setting out any additions or changes to the Services to be provided under the Contract), as agreed between the parties from time to time.

**Average Charge** has the meaning set out in clause 14.6.

**Bridge Fibre** means Bridge Fibre Limited registered in England and Wales with company number 04250873 with its registered address at 168 Cowley Road, Cambridge CB4 0DL.

**Bridge Fibre Materials** has the meaning set out in clause 4.1.8.

**Business Day** means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges** means the charges payable by the Customer for the supply of the Services in accordance with clause 5 (Charges and payment), which may include Set-up Charges and/or Recurring Charges.

**Commencement Date** has the meaning given in clause 2.2.

**Conditions** means these terms and conditions which may be amended from time to time, up to date Conditions are available online at <https://bridgefibre.co.uk/terms>.

**Contract** means the contract between Bridge Fibre and the Customer for the supply of Services in accordance with these Conditions, along with any Supplementary Terms and Conditions and/or Service Level Agreement that apply in relation to the particular Services(s) being purchased by the Customer.

**Control** shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

**Core Hours of Service** means 8.30 am to 6.00 pm Monday to Friday excluding UK Bank Holidays.

**Customer** means the person or firm who purchases Services from Bridge Fibre.

**Customer Authorised Users** means a person (or group of people) who is authorised to receive or make use of the Services and/or the Deliverables provided to the Customer, including (without limitation) any employee, sub-contractor, agent, officer, customer, client or tenant of the Customers, as agreed by Bridge Fibre in advance.

**Customer Default** has the meaning set out in clause 4.2.

**Customer's Equipment** means any equipment, hardware, software and/or communications lines, including any public lines, provided by the Customer (or any third party) at the Customer's premises for use in connection with the Services (which, unless otherwise agreed in writing, shall at all times remain the property of Customer or the relevant third party (as applicable)).

**Customer Materials** has the meaning set out in clause 4.1.4.

**Data Protection Legislation** means all applicable data protection and privacy legislation in force from time to time in the UK, including: the Data Protection Act 2018; for so long as it applies in the UK, the GDPR; the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426); any other legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party (in the UK or elsewhere) relating to the use of personal data (including the privacy of electronic communications); and any guidance or codes of practice issued by the relevant data protection or supervisory authority and applicable to a party (all as amended, updated or re-enacted from time to time).

**Dedicated Internet Services** means a service provided where the connection or bandwidth is allocated to the client exclusively

**Deliverables** means any output of the Services to be provided by Bridge Fibre to the Customer as set out in the Services Agreement, including any document, products, materials, Equipment and any Software incorporated therein provided by Bridge Fibre to the Customer in relation to the Services.

**Equipment** means any equipment and hardware (together with any Software incorporated therein) provided by Bridge Fibre to the Customer at the Customer's premises to enable the Customer to receive the Services (which, unless otherwise agreed in writing, shall at all times remain the property of Bridge Fibre).

**Force Majeure** shall have the meaning set out in clause 17.1.

**GDPR** means the General Data Protection Regulation ((EU) 2016/679).

**Initial Term** shall mean the period set out in the Services Agreement, which period shall run from the Service Commencement Date.

**Intellectual Property Rights** means patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**ISP Services** means the Internet Service Provider services provided by Bridge Fibre to facilitate the Customer's access to the internet using the Customer's Equipment in consideration of the payment by the Customer of the Charges set out in the Order.

**Malware** means anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications

service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses, malware, harmful or malicious code, and other similar things or devices.

**Network** means the network and communications systems and infrastructure which is used by Bridge Fibre to provide the Services.

**Order** means the Customer's order for Services as set out in the Customer's acceptance of a quotation by Bridge Fibre and acceptance of these Conditions, as demonstrated by the Customer's signing and returning of Bridge Fibre's digital contract.

**Personal Data** has the meaning set out in the Data Protection Legislation, and relates only to personal data, or any part of such personal data, in respect of which the Customer is the controller and Bridge Fibre is the processor under the Contract.

**Recurring Charges** means any recurring monthly charges charged by Bridge Fibre in respect of the Services as set out in the Services Agreement.

**Renewal Period** shall have the meaning set out in clause 14.1, unless stated otherwise in the Services Agreement.

**Service Commencement Date** means the date that Bridge Fibre informs the Customer that the Services are live and ready for use.

**Service Credits** means the service credits that Bridge Fibre shall provide the Customer in the event the Service Levels are not achieved.

**Service Level** means the standard of service that is specifically identified as a service level in the Service Level Agreement.

**Service Level Agreement ("SLA")** means the service level agreement which is applicable to the provision of the Service(s).

**Services** means the services, including the Deliverables, supplied by Bridge Fibre to the Customer as set out in the Services Agreement, which may include Internet Service Provider (ISP), VOIP Services, Hosting, WAN, Dedicated Internet Services and/or Consultancy Services (including any additions or changes to the Services, as set out in any Addendum from time to time).

**Services Agreement** means the details of the Services provided in writing by Bridge Fibre to the Customer, as attached to these Conditions.

**Set-up Charges** means any one-off set-up Charges incurred by Bridge Fibre in respect of the set-up of the Services, as set out in the Services Agreement.

**Software** means any third-party software applications comprised in any Equipment, including all configurations, customisations, modification and updates provided by Bridge Fibre from time to time;

**Small Business Customer** means a Customer who: (i) is not a communications provider; and (ii) has ten (10) or less workers (whether employees, volunteers or otherwise);

**Supplementary Terms and Conditions** means any supplementary terms and conditions which are applicable to the particular Services being purchased by the Customer, as notified to the Customer.

**System Administrator** means an individual who is responsible for the configuration, maintenance and reliable operation of computer systems

**Termination Payment** shall be calculated as set out in clause 15.2.

**TSP** means a Telecommunications Service Provider.

**VOIP Services** means Voice Over Internet Protocol services that may be provided by Bridge Fibre in consideration of the payment by the Customer of the Charges set out in the Order.

**WAN** means wide area network services that may be provided by Bridge Fibre in consideration of the payment by the Customer of the Charges set out in the Order.

**Website** means Bridge Fibre's website at [www.bridgefibre.co.uk](http://www.bridgefibre.co.uk).

- 1.1 The terms process, processing, processed, controller, processor and data subject shall have the meanings given to them in the Data Protection Legislation.
- 1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.3 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 A reference to **writing** or **written** includes email.

## 2 BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions and any applicable Supplementary Terms and Conditions and/or Service Level Agreement (which, together, shall form the Contract).
- 2.2 The Order shall only be deemed to be accepted when Bridge Fibre issues written acceptance of the Order (including, without limitation, in the form of an email confirmation of receipt of the signed digital contract) at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by Bridge Fibre, and any descriptions or illustrations on the Website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by Bridge Fibre shall not constitute an offer and is only valid for a period of 30 days from its date of issue. Where a quotation is stated to be "subject to survey", clause 14.2 shall apply.
- 2.6 In the event of any conflict between the terms, the order of precedence shall be as follows: (i) the Services Agreement; (ii) any Supplementary Terms and Conditions that are applicable to the Service; (iii) these Conditions; (iv) any Service Level Agreement that is applicable to the Service; and (v) the Acceptable Use Policy.

### 3 SUPPLY OF SERVICES

- 3.1 Bridge Fibre shall supply the Services to the Customer in accordance with these Conditions, relevant Supplementary Terms and Conditions and the SLA. The Services are sold as business services for use in the course of the Customer's business. The Services and any associated software is provided solely for the Customer's own use and the Customer will not resell, re-supply, licence, permit or otherwise allow any third party to use the Services (or any part of them) without obtaining Bridge Fibre's prior written consent.
- 3.2 Bridge Fibre shall use all reasonable endeavours to meet any performance dates specified in the Services Agreement, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 Bridge Fibre reserves the right to monitor the Customer's use of the Services from time to time to ensure compliance with the terms of this Agreement.
- 3.4 To preserve Internet Protocol version 4 addressing resources, Bridge Fibre's contended and premium internet services may be installed using Carrier-Grade Network Address Translation (CGNAT) where the Customer router is assigned a non-globally routable private IPv4 address and outbound internet traffic is translated to a shared pool of public IPv4 addresses. If inbound remote access to systems such as VPN or Email Servers are required, then a Public IPv4 address can be made available for which there will normally be an additional charge. Dedicated internet services are provided with globally routable public IPv4 addresses as standard. IPv6 addressing is available upon request on all services free of charge.
- 3.5 Bridge Fibre reserves the right to make changes to the Services or these Conditions from time to time (if necessary), to comply with any applicable law, safety or regulatory requirement. Such changes will be detailed on the Website
- 3.6 In addition, Bridge Fibre also have the right to make more significant changes to the Services, these Conditions and/or to increase the Charges, but Bridge Fibre shall give the Customer at least 1 months' notice of such change. The Customer may contact Bridge Fibre to end the Contract before such changes take effect. However, the Customer's continued use of the Services after the date that any changes take effect shall be deemed to demonstrate the Customer's agreement to such changes.
- 3.7 The Customer acknowledges that Bridge Fibre may be required by current or future law or regulation to provide information about the Customer's use of the Services to regulators and/or law enforcement bodies, and/or to access, store and/or take copies of the Customer's data stored on or transmitted by the Service (as applicable).
- 3.8 The Customer acknowledges that it is technically impractical to provide the Services free of faults and that Bridge Fibre does not give an undertaking to do so. In the event of a fault in the Service, the Customer must report it to Bridge Fibre by the methods advised to the Customer at the commencement of the Services. If the fault relates to the TSP's telecommunications network and ancillary services, Bridge Fibre will notify the relevant TSP and monitor the progress of the TSP in rectifying the fault. Bridge Fibre will ask the TSP to work on any fault that the Customer reports to Bridge Fibre and that work will be subject to the repair service which the TSP agrees to provide to the Customer from time to time and the charges levied by the TSP from time to time.
- 3.9 Bridge Fibre has obtained and shall use all reasonable endeavours to ensure that it retains all necessary consents, licences or certifications required for the provision of the Services.
- 3.10 By signing up to the Services, the Customer understands and agrees that the Services may not offer all of the features normally expected and some features may sometimes be unavailable as a result of events outside Bridge Fibre's reasonable control. The Customer can request further information regarding such features upon written request.
- 3.11 Any ideas, strategies, suggestions, recommendations, research, analysis, assessment and/or conclusions (together "**Recommendations**") proposed by Bridge Fibre in the performance of the Services are given in good faith, but the Customer is solely responsible for satisfying itself of the suitability of any idea, strategies, equipment or products recommended or suggested by Bridge Fibre for the Customer's own particular purposes (notwithstanding that such purposes are known to Bridge Fibre), and all such Recommendations are acted upon entirely at the Customer's own risk.
- 3.12 Bridge Fibre reserves the right to control, direct and establish technical procedures for the provision of the ISP Services and may at any time give instructions about the use of the ISP Services which it considers reasonably necessary in the interests of security or to maintain the quality of service to its other customers, provided that before giving the Customer instructions about the use of the ISP Services, Bridge Fibre shall give as much written or oral notice as is reasonably practicable in the circumstances.

## 4 CUSTOMER'S OBLIGATIONS AND RESPONSIBILITIES

- 4.1 The Customer shall:
- 4.1.1 ensure that the terms of the Order and any information it provides in the Services Agreement are complete and accurate;
  - 4.1.2 co-operate with Bridge Fibre in all matters relating to the Services and follow Bridge Fibre's reasonable instructions and procedures;
  - 4.1.3 provide Bridge Fibre, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities (or otherwise procure such premises, office accommodation and other facilities) as reasonably required by Bridge Fibre. Bridge Fibre will normally require access only during Core Hours of Service but may upon giving reasonable notice, require access at other times in order to ensure the provision of the Services. At the Customer's request, Bridge Fibre may agree to work outside Core Hours of Service provided that the Customer reimburses Bridge Fibre for its reasonable costs in complying with such a request;
  - 4.1.4 provide, in a timely manner, Bridge Fibre with such information, documents, data and/or materials (including any Customer Equipment and Personal Data) as Bridge Fibre may reasonably require in order to supply the Services (**Customer Materials**), and ensure that such information is complete and accurate in all material respects. If the Customer fails to comply with this clause then Bridge Fibre may charge the Customer an administration fee or other charge (that will be set out in the Order);
  - 4.1.5 prepare (at its own cost) the Customer's premises for the supply of the Services in accordance with Bridge Fibre's reasonable instructions including (where applicable) a suitably enabled business broadband connection and a broadband voice telephone adapter and/or such other equipment as notified to the Customer by Bridge Fibre in advance;
  - 4.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
  - 4.1.7 comply with all applicable laws and regulations, including health and safety laws and any directions given by Ofcom or other competent authority;
  - 4.1.8 keep all materials, Equipment, documents and other property of Bridge Fibre (**Bridge Fibre Materials**) at the Customer's premises in safe custody at its own risk, maintain the Bridge Fibre Materials in good condition until returned to Bridge Fibre, and not dispose of or use the Bridge Fibre Materials other than in accordance with Bridge Fibre's written instructions or authorisation;
  - 4.1.9 comply with any additional obligations as set out in the Services Agreement;
  - 4.1.10 at all times strictly comply (and procure that the Customer Authorised Users shall comply) with this Agreement, the Acceptable Use Policy and such other conditions as may be set out from time to time on Bridge Fibre's website in connection with their use of the Services.
- 4.2 If Bridge Fibre's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 4.2.1 without limiting or affecting any other right or remedy available to it, Bridge Fibre shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Bridge Fibre's performance of any of its obligations;
  - 4.2.2 Bridge Fibre shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Bridge Fibre's failure or delay to perform any of its obligations as set out in this clause 4.2; and
  - 4.2.3 the Customer shall reimburse Bridge Fibre on written demand for any costs or losses sustained or incurred by Bridge Fibre arising directly or indirectly from the Customer Default.

## 5 BRIDGE FIBRE'S EQUIPMENT

- 5.1 The Customer shall not carry out (or procure the carrying out) of any alterations, modifications, replacements, extensions, attachments, additions or otherwise alter the Equipment in any way except with Bridge Fibre's prior

written consent and any alterations and changes as mentioned in this clause will, if appropriate, be carried out by Bridge Fibre or its appointed agent.

- 5.2 The Equipment must be kept and used in strict accordance with instructions issued by the manufacturer or Bridge Fibre and must not be used in conjunction with other equipment not approved by the manufacturer or Bridge Fibre.
- 5.3 The Customer agrees to notify Bridge Fibre immediately at [support@bridgefibre.co.uk](mailto:support@bridgefibre.co.uk) or 01223 755055 if any Equipment is damaged or stolen or if the Customer becomes aware of any fault or unauthorised use of the Equipment and/or Services. Failure to do so may result in the Customer being liable for any losses arising as a result of such unauthorised use and suspension or termination of the Services.
- 5.4 Upon notification by the Customer of any fault with the Equipment, Bridge Fibre shall use its reasonable endeavours during Core Hours of Service to attend to such fault provided that the fault has arisen from normal use of the Equipment. Bridge Fibre shall have no responsibility for faults arising from:
  - 5.4.1 the Customer's negligence or default;
  - 5.4.2 any act or omission associated with any other telecommunications system which is not Bridge Fibre's responsibility; or
  - 5.4.3 any other cause beyond Bridge Fibre's reasonable control.
- 5.5 The Customer will be liable to Bridge Fibre for any loss or damage to the Equipment except in so far as any such loss or damage is attributable to the negligent or wilful act or omission of Bridge Fibre.

## 6 CUSTOMER'S EQUIPMENT

The Customer will be responsible for obtaining and maintaining the Customer Equipment. The Customer undertakes that any Customer Equipment used in connection with the Services shall be good working order, uses an up-to-date Malware scanning program and conform at all times with all relevant standards or approvals notified by Bridge Fibre in advance. Bridge Fibre will not be under any obligation to connect or keep connected any such Customer Equipment, which Bridge Fibre reasonably believes does not conform to such requirements. The Customer will be responsible at all times for the safety and safe custody of all Customer Equipment and for the safe use of it in connection with the Services. If the Customer Equipment does not meet the above standards the Customer must immediately disconnect such Customer Equipment or allow Bridge Fibre to do so at the Customer's expense. The Customer acknowledges that Bridge Fibre does not operate or exercise control over and accepts no responsibility for the Customer Equipment or any content stored on or received by the Customer Equipment.

## 7 SECURITY

- 7.1 Where applicable in order to access the Services, Bridge Fibre may provide the Customer with log-in details and/or passwords. The Customer is solely responsible (and liable) for the security and proper use of all log-in details and/or passwords relating to the Services and must keep them confidential and must not disclose them to any third party.
- 7.2 The Customer must inform Bridge Fibre immediately if it suspects that any password in relation to the Services has become known to someone who is not authorised to use it.
- 7.3 If Bridge Fibre suspects that there is likely to be a breach of security or a misuse of the Services it may change the Customer's log-in details and/or password, and/or suspend the Customer's access to the Services and notify the Customer accordingly.
- 7.4 Bridge Fibre reserves the right to monitor the Customer's use of the Services from time to time to ensure compliance with the terms of the Contract.

## 8 CHARGES AND PAYMENT

- 8.1 In consideration of the provision of the Services, the Customer shall pay Bridge Fibre the Charges in accordance with this clause 8.
- 8.2 Where Services are provided for a fixed price, the total price of the Services shall be the amount set out in the Services Agreement. Unless otherwise agreed between the parties in writing, Bridge Fibre shall invoice the Customer monthly in advance in respect of any Recurring Charges, starting from the Service Commencement Date and usage-based charges will be billed monthly in arrears. Bridge Fibre may (at its discretion) include any Set-up Charges in its first invoice or it may invoice for such fees separately.

- 8.3 The Customer shall normally pay each invoice submitted by Bridge Fibre:
- 8.3.1 within 15 days of the date of the invoice by direct debit or in accordance with any credit terms agreed by Bridge Fibre in advance and confirmed in writing to the Customer; and
  - 8.3.2 in full and in cleared funds to a bank account nominated in writing by Bridge Fibre, and time for payment shall be of the essence of the Contract.
- 8.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by Bridge Fibre to the Customer, the Customer shall, on receipt of a valid VAT invoice from Bridge Fibre, pay to Bridge Fibre such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 8.5 If the Customer fails to make a payment due to Bridge Fibre under the Contract by the due date, then, without limiting Bridge Fibre's remedies under clause 11, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.5 will accrue each day at 1% per month above the Bank of England's base rate from time to time, but at 1% per month for any period when that base rate is below 0%.
- 8.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 8.7 Bridge Fibre may from time to time limit the amount of credit which it advances to the Customer and Bridge Fibre may require the Customer to pay a deposit, make payments on account or provide some other form of guarantee (all of which to be determined by Bridge Fibre at its absolute discretion) as security for future Charges.
- 8.8 Relocation of Services at the Customer's request may incur installation charges, as notified to the Customer in advance. Bridge Fibre shall notify the Customer if it is not possible to relocate the Services to a different location due to technical restraints at the different location or otherwise, in which case the Customer may choose to terminate the affected Services in accordance with clause 14.3.
- 8.9 Bridge Fibre reserves the right to charge the Customer for all reasonable costs incurred as a result of Bridge Fibre or its agents carrying out investigatory, maintenance and/or repair work, which, in Bridge Fibre's or its agent's reasonable opinion, is considered unnecessary (including the cost of any unnecessary site visits).

## 9 INTELLECTUAL PROPERTY RIGHTS

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by Bridge Fibre.
- 9.2 Bridge Fibre grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.
- 9.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 9.2.
- 9.4 The Customer grants Bridge Fibre a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer.

## 10 DATA PROTECTION AND DATA PROCESSING

- 10.1 The Customer and Bridge Fibre acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and Bridge Fibre is the processor in respect of any Personal Data.
- 10.2 The Customer acknowledges and agrees that Bridge Fibre may be required to process (which may include collection, storage, duplication, deletion and/or disclosure of) certain Personal Data, for the duration of the Contract, solely for the purposes of providing the Services. The Personal Data (which may include names, contact details and job titles) may relate to the Customer's employees, agents and/or officers (including the Customer Authorised Users). The Customer has agreed to provide such Personal Data to Bridge Fibre for the purposes of such processing, only in accordance with the terms of these Conditions.
- 10.3 To the extent that Bridge Fibre is required to process any Personal Data in relation to the Contract, Bridge Fibre shall:



- 10.3.1 only process that Personal Data for the purposes of, and in accordance with, these Conditions and only in accordance with documented instructions from the Customer. This clause shall apply unless Bridge Fibre is required to process such Personal Data otherwise by Applicable Laws. Where Bridge Fibre is relying on Applicable Laws as the basis for processing Personal Data, Bridge Fibre shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Bridge Fibre from so notifying the Customer. In this clause, **Applicable Laws** means: (i) (for so long as and to the extent that they apply to Bridge Fibre) the law of the European Union and the law of any member state of the European Union; and any data protection or data privacy law that applies in the UK;
  - 10.3.2 notify the Customer promptly in the event of a security incident affecting or relating to that Personal Data;
  - 10.3.3 implement reasonable technical and organisational precautions and measures against unauthorised or unlawful processing of that Personal Data and against accidental loss or destruction of, or damage to, that Personal Data;
  - 10.3.4 subject to clause 10.5, not transfer any Personal Data (or allow that Personal Data to be transferred) outside of the European Economic Area (EEA) or, once the UK leaves the EEA outside the UK, as appropriate, unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
    - (a) Bridge Fibre or the Customer has provided appropriate safeguards in relation to the transfer;
    - (b) the data subject has enforceable rights and effective legal remedies; and
    - (c) Bridge Fibre complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
  - 10.3.5 ensure that access to the Personal Data is limited to those employees and personnel who need access to the Personal Data to meet Bridge Fibre's obligations under the Contract and such access is limited to that which is strictly necessary for performance of the relevant obligation;
  - 10.3.6 ensure that all of its employees and personnel who are involved in the processing of that Personal Data are subject to obligations of confidentiality;
  - 10.3.7 promptly assist the Customer to respond to requests for exercising data subject rights laid down in Data Protection Legislation;
  - 10.3.8 take all the measures required pursuant to Article 32 of the GDPR;
  - 10.3.9 assist the Customer in ensuring compliance with the obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 10.3.10 unless otherwise strictly required by law, upon termination or expiry of the Contract for whatever reason or otherwise at the Customer's choice, delete or return to the Customer all Personal Data after the end of the provision of Services relating to processing, and delete existing copies, in each case as far as this is reasonably practicable in the circumstances;
  - 10.3.11 make available to the Customer all information necessary to demonstrate compliance with the obligations imposed on Bridge Fibre under this clause 10.3;
  - 10.3.12 allow for and contribute to reasonable audits, including inspections, conducted by the Customer or another auditor mandated by the Customer on reasonable advance notice for the purposes of demonstrating such compliance; and
  - 10.3.13 in respect of clauses 10.3.11 and 10.3.12, immediately inform the Customer if, in Bridge Fibre's opinion, any instruction of the Customer infringes Data Protection Legislation.
- 10.4 Neither party shall, through its acts or omissions, place the other party in breach of any Data Protection Legislation.
- 10.5 The Customer consents to Bridge Fibre appointing as a third party processor of Personal Data under the Contract such third party processors as are listed (as at the Commencement Date) on Bridge Fibre's register of third party processors, which is available on Bridge Fibre's website at <https://bridgefibre.co.uk/third-party-processors/> (**the register**). Where the register indicates that such third party processors may transfer Personal Data outside of the EEA, the Customer also consents to such transfer of Personal Data, subject to compliance with the conditions set out in clause 10.3.4. Bridge Fibre shall notify the Customer of any intended changes concerning the addition or

replacement of any of the third party processors on the register from time to time, thereby giving the Customer the opportunity to object to such changes (although the Customer acknowledges that if it so objects it may impact on Bridge Fibre's ability to provide the Services).

- 10.6 Bridge Fibre confirms that it has entered into or (as the case may be) will enter into a written contract with any third-party processor, which agreement shall contain provisions which comply with the Data Protection Legislation and which, in any event, are no less onerous than those imposed under this clause 10. As between Bridge Fibre and the Customer, Bridge Fibre shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 10.6.
- 10.7 The Customer warrants that where it shares any Personal Data with Bridge Fibre, or allows Bridge Fibre to have access to Personal Data, in connection with the Contract it shall ensure that it:
- 10.7.1 only shares, or allows access to, such Personal Data fairly, lawfully and in a transparent manner in accordance with the Data Protection Legislation; and
  - 10.7.2 provides a clear privacy notice to each of the data subjects at the time of collecting their Personal Data, which provides all of the information that is required by the Data Protection Legislation (and specifically Article 13 of the GDPR).
- 10.8 The Customer acknowledges that Bridge Fibre is reliant on the Customer for direction as to the extent to which Bridge Fibre is entitled to use and process the Personal Data. Consequently, Bridge Fibre will not be liable for any claim brought by a data subject arising from any action or omission by Bridge Fibre, to the extent that such action or omission resulted directly from the Customer's instructions or failure of the Customer to comply with its obligations under clause 10.7.

## **11 WARRANTIES AND REMEDIES**

- 11.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform the Contract.
- 11.2 Bridge Fibre warrants to the Customer that the Services will be provided using reasonable care and skill and that Bridge Fibre has obtained and shall use all reasonable endeavours to ensure that it retains all necessary consents, licences or certifications required for the provision of the ISP Services.
- 11.3 Except as expressly and specifically provided in the Contract:
- 11.3.1 all warranties, conditions, terms, representations, statements, undertakings and obligations implied by statute, common law, custom, usage or otherwise are, to the fullest extent permitted by applicable law, hereby excluded from the Contract; and
  - 11.3.2 the Equipment and Services are provided to the Customer on an 'as is' basis.
- 11.4 The Customer acknowledges that the internet is separate from the Services and use of the internet is at the Customer's own risk and subject to any applicable laws. Bridge Fibre has no responsibility for (and accepts no liability in respect of) any goods, services, information, software or other materials obtained when using the internet.

## **12 LIMITATION OF LIABILITY: THE CUSTOMER ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

- 12.1 This clause 12 sets out the entire financial liability of Bridge Fibre to the Customer in respect of:
- 12.1.1 any breach of the Contract howsoever arising;
  - 12.1.2 any use made by the Customer of the Services and/or Equipment; and
  - 12.1.3 any representations, misrepresentations (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 12.2 If any of the Services fail to conform to any Service Levels which are specified in the Service Level Agreement, the Customer shall be entitled to the remedies specified in the relevant Service Level Agreement, which shall be the Customer's sole and exclusive remedy for such failure.
- 12.3 If Bridge Fibre's compliance with the Service Levels or the performance of any of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, or any of the Customer Authorised Users, including any delay or refusal to permit Bridge Fibre, its agents or contractors, access to the premises, facilities, relevant systems and personnel for the purpose of providing the Services:

- 12.3.1 the Service Levels shall not apply for the period during which Bridge Fibre, its agents or contractors, are delayed or prevented from performing the Services; and
- 12.3.2 Bridge Fibre shall not be liable for any costs, charges or losses sustained by the Customer that arise directly or indirectly from such prevention or delay.
- 12.4 Bridge Fibre shall not in any circumstances be liable for any delays, delivery failures, interruptions in service or any other loss or damage resulting from the failure of any third party including (without limitation) Bridge Fibre's third party network and communications service providers and/or the transfer of data over the Network, and the Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications networks and facilities.
- 12.5 Subject to clause 12.6, Bridge Fibre shall have no liability whatsoever for any defects, faults, non-compliance, or shortcomings in the Equipment and/or Services, or for any failure to meet any Service Level, or any other loss or damage suffered or incurred by the Customer, any Customer Authorised User or any other third party, to the extent that such are caused by:
  - 12.5.1 any act, omission and/or default of the Customer, or any Customer Authorised User and/or any third party, including any failure of the Customer to comply with its obligations pursuant to the Contract or any failure to comply with the Acceptable Use Policy;
  - 12.5.2 any unauthorised, improper, incomplete and/or inadequate maintenance of Equipment by the Customer, any Customer Authorised User and/or any third party;
  - 12.5.3 the use of any software, hardware, services and/or system(s) which, in each case, are not part of the Equipment and are not compatible with the Equipment or which are defective;
  - 12.5.4 any amendment to or modification and/or alteration of the Equipment which has not been undertaken by or with the prior written approval of Bridge Fibre;
  - 12.5.5 any unauthorised and/or improper use and/or operation of the Equipment or the Services;
  - 12.5.6 failure by the Customer or any Customer Authorised User to meet the Equipment manufacturer's specifications or any environmental conditions advised by Bridge Fibre to the Customer; or
  - 12.5.7 Bridge Fibre's compliance with any instruction or direction given by the Customer,and, to the extent that any of the above apply, the Customer shall reimburse Bridge Fibre on written demand for any costs or losses sustained or incurred by Bridge Fibre arising directly or indirectly as a result of the above circumstances.
- 12.6 Nothing in the Contract shall limit or exclude either party's liability for:
  - 12.6.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
  - 12.6.2 fraud or fraudulent misrepresentation;
  - 12.6.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
  - 12.6.4 any other liability which cannot be limited or excluded by applicable law.
- 12.7 Subject to clause 12.6 (and other than the Customer's liability to pay the Charges for the Services in accordance with clause 8), neither party shall be liable to the other, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for: loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; or any indirect or consequential loss.
- 12.8 Subject to clause 12.6:
  - 12.8.1 Bridge Fibre's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the lesser of: (i) £20,000 (twenty thousand pounds) and (ii) 125% of the total Charges paid under the Contract; and
  - 12.8.2 the Customer's total liability to Bridge Fibre (other than the Customer's liability to pay the Charges for the Services in accordance with clause 8), whether in contract, tort (including negligence), breach of

statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the lesser of: (i) £20,000 (twenty thousand pounds) and (ii) 125% of the total Charges paid under the Contract.

- 12.9 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.10 This clause 12.6 shall survive termination of the Contract.

### **13 CHANGE CONTROL**

- 13.1 If Bridge Fibre wishes to request a change to the Services, Bridge Fibre shall issue the Customer with a new Services Agreement, which will include details of the change to the Services and any variations to the charges arising from the change.
- 13.2 If the Customer wishes to request a change to the Services, the Customer will submit a change request to Bridge Fibre describing the proposed change.
- 13.3 The party receiving the change request, in accordance with clause 13.1 or clause 13.2 above, will provide a response to the change request within 14 days of receipt (or such other time as is agreed between the parties). Where the party requesting the change is the Customer in accordance with clause 13.2, Bridge Fibre will in its response to a change request from the Customer issue a new Services Agreement, which will include details of any variations to the charges arising from the change.
- 13.4 If the parties agree to proceed with the change, the parties shall agree and sign the new Services Agreement issued by Bridge Fibre.
- 13.5 In the event that the parties are unable to agree on the proposed change and unless and until a new Services Agreement is signed by the parties, the party submitting the change will withdraw the change request and the Contract shall continue without change. Where the Customer is unwilling to agree on a change proposed by Bridge Fibre in accordance with clause 13.1 and Bridge Fibre notifies the Customer that it is unable to continue to providing the Services without making the change, the Customer shall have the option of terminating the Contract on 3 months' notice (without any further liability).
- 13.6 If Bridge Fibre requests a change to the scope of the Services in accordance with this clause 13, the Customer shall not unreasonably withhold or delay consent to it. Bridge Fibre shall not be under any obligation to agree to any changes requested by the Customer pursuant to this clause 13.

### **14 DURATION AND TERMINATION**

- 14.1 The Contract shall commence on the Commencement Date and the Initial Term shall run from the Service Commencement Date. Unless terminated earlier in accordance with the remainder of this clause or as otherwise stated in the Services Agreement, the Contract shall continue for the Initial Term. At the end of the Initial Term, the Contract shall automatically continue on a rolling basis ("**Renewal Period**"), unless and until terminated either: (i) in accordance with the remainder of this clause; (ii) as otherwise stated in the Services Agreement; or (iii) if either party gives to the other party one (1) months' notice to terminate, expiring on or after the end of the Initial Term.
- 14.2 The Customer may terminate the Contract immediately by notice in writing at any time before the Service Commencement Date in the event that: (a) the supply of any aspect of the Services is stated to be "subject to survey"; and (b) the results of such survey indicate that the Customer will be required to invest additional sums in order to receive the Services, that there will be a significant delay in the provision of the Services and/or that Bridge Fibre cannot provide the Services at the relevant location or for any other practical or technical reasons. Notice of termination under this clause 14.2 must be received by Bridge Fibre within 5 days of the Customer receiving the results of the survey.
- 14.3 Without affecting any other right or remedy available to it, the Customer may terminate the Contract or any Service at any time during the Initial Term by giving 1 months' written notice to Bridge Fibre, subject to the Customer paying the Termination Payment as calculated in accordance with clause 15.2.
- 14.4 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 14.4.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

- 14.4.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
- 14.4.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 14.5 Without affecting any other right or remedy available to it, Bridge Fibre may terminate the Contract:
- 14.5.1 with immediate effect by giving written notice to the Customer if:
- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
  - (b) the Customer or any Customer Authorised User breaches any term of the Acceptable Use Policy; or
  - (c) there is a change of control of the Customer.
- 14.6 In the event of termination of any VOIP Services under the Contract, in addition to any Termination Payment which may be payable in accordance with clause 15.2, the Customer may also be required to pay Bridge Fibre a proportion of the sum equivalent to the call charges for the remainder of the Initial Term or (if applicable) any Renewal Term in relation to the VOIP Services. The call charges payable by the Customer shall be calculated by reference to the average of the last three full months call charges (or, if less than three months call charges can be shown, the average of the months that can be shown) and the average shall be multiplied by the number of unexpired months of the Initial Term or (if applicable) any Renewal Term ("**the Average Charge**"). Bridge Fibre shall charge the Customer an amount equal to 40% of the Average Charge. The Customer acknowledges and agrees that this amount is a genuine pre-estimate of the loss likely to be suffered by Bridge Fibre in the event of early termination by the Customer of the VOIP Services and not a penalty.

## 15 SUSPENSION OF THE SERVICES

- 15.1 Without affecting any other right or remedy available to it, Bridge Fibre may suspend the supply of Services under the Contract or any other contract between the Customer and Bridge Fibre if: (i) the Customer fails to pay any amount due under the Contract on the due date for payment, or the Customer cancels their direct debit method of payment (if applicable); (ii) the Customer or any Customer Authorised User breaches any term of the Acceptable Use Policy; (iii) the Customer becomes subject to any of the events listed in clause 14.4.2 to clause 14.4.3 or Bridge Fibre reasonably believes that the Customer is about to become subject to any of them; (iv) Bridge Fibre is instructed to do so by a court of law, regulator or other appropriate authority; (v) Bridge Fibre reasonably considers that the Customer's use of the Services is in breach of the Acceptable Use Policy or otherwise poses a security risk to the Services or any third party or may subject Bridge Fibre or any third party to liability or for any other emergency reason; or (vi) for repair, maintenance or improvement works. Where the Services are suspended due to the Customer's default, Bridge Fibre will not provide the Services again until it is satisfied that the Customer has taken such action as is required to rectify the default or where the Services have been used in an unauthorised or prohibited manner Bridge Fibre is satisfied that the Customer will not use (or permit the use of) the Services in such way again. If Bridge Fibre suspends the Services because the Customer breaches the Contract, the Contract will still continue unless and until Bridge Fibre notifies the Customer in writing that it is treating the Contract as terminated in accordance with clause 14.4.1. Bridge Fibre shall have the right to charge a reasonable administrative fee to cover costs incurred resulting from the suspension of Services and, for the avoidance of doubt, will be entitled to make a charge for the Services during any period of suspension.
- 15.2 Without affecting any other right or remedy available to the parties, in the event that the Contract or a Service is terminated or otherwise brought to an end by the Customer, pursuant to clause 14.3 above, the Termination Payment shall be payable by the Customer. For the purpose of this clause, the Termination Payment shall mean:
- 15.2.1 where termination occurs after the Service Commencement Date: (i) all arrears of Charges payable under the Contract up to the date of termination plus (ii) all remaining Charges not yet paid which would otherwise have been payable for the remainder of the Initial Term;
- 15.2.2 where termination occurs before the Service Commencement Date has occurred: any costs or losses sustained or incurred by the Bridge Fibre in respect of the Contract, including (without limitation) all charges incurred or committed to by Bridge Fibre with third party suppliers,
- provided always that the Termination Payment to be paid pursuant to this sub-clause does not exceed the total Charges, which would otherwise be payable by the Customer in respect of the Initial Term.

- 15.3 The Customer acknowledges and agrees that the Termination Payment is based upon Bridge Fibre's revenue expectation, which was reflected in the Charges and is compensatory in nature and not a penalty.

## 16 CONSEQUENCES OF TERMINATION

### 16.1 On termination of the Contract:

- 16.1.1 the Customer shall immediately pay to Bridge Fibre all of Bridge Fibre's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Bridge Fibre shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 16.1.2 any request for number exporting shall be made in writing to Bridge Fibre and granted at Bridge Fibre's discretion, subject to payment by the Customer of any related charges and costs; and
- 16.1.3 the Customer shall return all of Bridge Fibre Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then Bridge Fibre may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 16.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 16.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## 17 GENERAL

- 17.1 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from an event of Force Majeure. 'Force Majeure' means an event, circumstances or causes beyond a party's reasonable control, without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (d) nuclear, chemical or biological contamination or sonic boom; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; (f) collapse of buildings, fire, explosion or accident; (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); (h) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and (i) interruption or failure of utility service.
- 17.2 Assignment and other dealings. Neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the other party.
- 17.3 Confidentiality.
- 17.3.1 Subject to 17.3.4, each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 17.3.2.
- 17.3.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 17.3; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 17.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

17.3.4 The Customer acknowledges that neither the internet nor the Servers are secure and accordingly Bridge Fibre cannot guarantee the privacy of any of the Customer's information and Bridge Fibre shall take reasonable steps to protect the Customer's information.

17.4 Entire agreement.

17.4.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

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

17.4.3 Nothing in this clause shall limit or exclude any liability for fraud.

17.5 Variation.

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

17.6 Waiver.

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

17.7 Severance.

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

17.8 Notices.

17.8.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid registered first-class post or other next working day registered delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email (with request for a read receipt), in the case of Bridge Fibre sent to [contracts@bridgefibre.co.uk](mailto:contracts@bridgefibre.co.uk) and in the case of the Customer sent to the email address notified to Bridge Fibre for this purpose.

17.8.2 Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid registered first class post or other next working day registered delivery service, at the time recorded for delivery by the postal or delivery service; or, if sent by email, at the time of receipt of a read receipt in respect of the email.

17.8.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

17.9 Third party rights.

17.9.1 Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

17.9.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

#### 17.10 Non-solicitation

17.10.1 Neither party shall (except with the prior written consent of the other party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any person employed or engaged by such other party in the provision of the Services or (in the case of the Customer) in the receipt of the Services at any time during the term of the Contract or for a further period of 12 months after the termination of the Contract other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.

17.10.2 If either Bridge Fibre or the Customer commits any breach of clause 17.10.1, the breaching party shall, on demand, pay to the claiming party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the claiming party in replacing such person.

#### 17.11 Dispute Resolution

17.11.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (Dispute) then, except as expressly provided in these Conditions, the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Account Manager of the Customer and Account Manager of Bridge Fibre shall attempt in good faith to resolve the Dispute;
- (b) if the Account Manager of the Customer and Account Manager of Bridge Fibre are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Managing Director of the Customer and Managing Director of Bridge Fibre who shall attempt in good faith to resolve it; and
- (c) if the Managing Director of the Customer and Managing Director of Bridge Fibre are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than 30 days after the date of the ADR notice.

17.11.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 17.13 (Jurisdiction) which clause shall apply at all times.

17.11.3 Alternatively, Small Business Customers may want to contact the alternative dispute resolution provider used by Bridge Fibre. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without the parties having to go to court. Small Business Customers can submit a complaint to the Internet Service Providers Association (ISPA) via their website at <https://www.ispa.org.uk/consumers>. ISPA will not charge Customers for making a complaint and if the Customer is not satisfied with the outcome, they can still bring legal proceedings.

#### 17.12 Governing law.

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

#### 17.13 Jurisdiction.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

#### 17.14 Rights and remedies.

The rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.