

Terms and Conditions

This document forms your Customer Service Agreement (“Agreement”) and sets out the terms and conditions (“Terms”) upon which we will supply you with Broadway Partners’ Installation Service, Internet Service if applicable, and any Additional or Ancillary Services or Equipment which you may purchase from us. These Terms tell you who we are, how we will provide our service to you, how you and we may change or end the contract, what to do if there is a problem, and other important information. These Terms are subject to change at our sole discretion and we will give you reasonable notice of any changes.

PARTIES:

(1) Broadway Partners Ltd, a company registered in England and Wales with company number 07702073, whose registered office is at Tempest Building, Tithebarn Street, Liverpool L2 2DT, trading as Broadway Broadband and Arran Broadband (“Company”, “we”, “us”); and

(2) The Customer being defined by the customer details completed on the Order Form (“Customer”, “you”, “your”).

You can contact us by telephoning our customer service team at 0141 465 8500 or by writing to us at support@broadwaypartners.co.uk or Tempest Building, Tithebarn Street, Liverpool L2 2DT. If we need to contact you, we will do so by telephone or by writing to you at the email address or postal address you provide to us in your order form.

We are a member of CISAS, an independent dispute resolution service certified by Ofcom whose website is <https://www.cedr.com/cisas/>.

1. Order Forms

- 1.1 Submission of your order form does not form a binding contract. We will acknowledge your order form by email, however your order will not be accepted until an installation survey (simple and/or detailed) has taken place confirming that we can serve you. If we are unable to accept your order, we will inform you of this in writing and will not charge you. There are a number of reasons why we may not be able to accept your order, including because of your property’s location; because the equipment is out of stock; because of unexpected limits on our resources; because a credit reference we have obtained for you does not meet our minimum requirements; because we have identified an error in the price or description of the service; because we are unable to meet a requirement you have specified; or because of other reasons.
- 1.2 If we are able to serve you, we will email you to accept your order and to confirm a date for Installation. At this point a contract will be formed between you and us. Payments will not commence until your equipment is installed and you have been shown that the services are working. Under these Terms, if we are unable to successfully complete the Installation for any reason, any contract between us shall terminate, without charge or payment.
- 1.3 Any quotation made shall be valid for a period of 30 days.
- 1.4 We reserve the right to charge for additional costs arising from any omission or provision of inaccurate or insufficient information by you.
- 1.5 All orders are accepted subject to the availability of the required equipment and successful installation.
- 1.6 No cancellation will be accepted in respect of orders for items not normally stocked by us (i.e. if Broadway Partners orders bespoke equipment expressly required for your order, they must be paid for, even should you choose to cancel).
- 1.7 Where your installation is part-funded by a Government voucher, you are responsible for following the Government process to ensure you are eligible and the voucher application we make on your behalf is accepted.
- 1.8 Once your Government funded installation is complete, you have seven days to respond to the confirmation of satisfactory installation email sent to you by the Government to ensure that the voucher funds are released to Broadway Partners to cover the cost of your installation. In the event that the Government does not release the voucher to Broadway Partners as a result of inaction on your part, we reserve the right to charge you for a fixed cost of £1,500 for your installation.

2. Company Obligations

- 2.1 We only connect equipment that we have provided.
- 2.2 We may make additional charges for any non-standard installation, which must be agreed in writing by us.
- 2.3 Equipment delivery times are estimates only. Any special delivery arrangements you ask us to make may incur additional cost.
- 2.4 We are not liable for delays outside our control; we will contact you to let you know if such a delay occurs and we will take steps to minimise the effect of the delay.
- 2.5 Wireless Broadband Services – our target network performance is:
 - An average 50 Mbps download, an average upload of 5 Mbps and unlimited data allowance. Minimum download of 16 Mbps (95% of the time).Full Fibre Broadband Services -our target network performance is:
 - An average 100 Mbps download, an average upload of 30 Mbps and unlimited data allowance. Minimum download of 95 Mbps (95% of the time).
 - An average 300 Mbps download, an average upload of 30 Mbps and unlimited data allowance. Minimum download of 285 Mbps (95% of the time).
 - An average 1000 Mbps download, an average upload of 100 Mbps and unlimited data allowance. Minimum download of 950 Mbps (95% of the time).

Where we are unable to provide the Standard Wireless Service set out above an alternative lower speed package may be available as follows:

- An average 30 Mbps download, an average upload of 5 Mbps and unlimited data allowance (Alternate Package). Minimum download speed of 15 Mbps (95% of the time)

- 2.6 Hosted IP Telephony Services – Unless agreed to in writing by us, our standard package for VOIP is: 500/500 package with 500 minutes to landline and 500 minutes to mobile numbers. Premium, international and non-standard numbers are charged per minute in addition.
- 2.7 We will make reasonable efforts to carry out necessary network maintenance and support work outside of UK business hours ("Planned Outages"). Where possible, we will notify you of any Planned Outages at least two days prior to such work being carried out.
- 2.8 We may change the Services:
 - to reflect any changes in relevant laws and regulatory requirements; and
 - to implement technical adjustments and improvements, for example to address a security threat.
- 2.9 Our service obligations are:
 - 24 hours, 7 days a week, 365 days a year availability of our Network Operations Centre (NOC)
 - 12 hour fix for Core network outages
 - 24 hour fix for Core service degradation
 - 2 day target fix for individual customer outages.

3. Customer Obligations

- 3.1 You agree to use our network and services only for lawful purposes.
- 3.2 When you are issued with a password to access the Products and Services, you shall take all reasonable steps to keep such password private and confidential, for use in that premises only.
- 3.3 You may not re-sell our Services.
- 3.4 The Customer or a representative of the customer should be present during the installation. We can only install if someone over 18 is at the property on the day of installation who has authority to approve how and where the installation will take place.
- 3.5 The engineer should be given unhindered access to all areas of the property and provided with a working electricity point in the vicinity of the router and cable entry point.
- 3.6 If asbestos or any other harmful materials are present the Customer must inform the Company and a copy of the asbestos/harmful materials register handed to the engineer prior to work commencing.
- 3.7 If you are not available at your address at the date and time agreed between us in advance for the delivery of Services; or do not allow us access to your property to perform the Services as arranged, we may charge you for our additional costs. If we are unable to contact you or re-arrange access to your property, we may end the contract.
- 3.8 You will:
 - act reasonably and assist us if and when we may occasionally need to run any cyber-security checks;
 - get any permission we need to provide the service into your home and/or install anything reasonably needed for that purpose;
 - refrain from actions which would cause damage to our equipment, systems, networks, services, reputation or security.

4. Fees and payment terms

- 4.1 **The charges for products and services will be stated on the relevant order form.**
- 4.2 The initial term for a contract is typically 12 months; any other applicable term will be notified when an order is accepted. You are liable for payment of the full term of the contract.
- 4.3 Broadband charges are fixed at the point of order and will remain fixed for the duration of the initial term and within each subsequent term. Charges may be varied by us following the end of each term; any changes will be notified at least 30 days before the end of the relevant term.
- 4.4 If you choose not to renew your contract but move to a rolling monthly contract, you will become subject to a higher monthly charge.
- 4.5 **Where applicable, re-activation and/or administration fees may apply for equipment already installed but not currently in use.**
- 4.6 The charges may include:
 - A monthly charge for the Internet service;
 - An installation charge for the installation service – which may be paid (i) in total upfront (or by voucher where an applicable voucher scheme is available) or (ii) with a lower upfront payment and up to 10 monthly payments within a year as set out on any order form and agreed by us;
 - A monthly charge for the telephony service;
 - A charge for equipment provided;
 - A charge for postage and packaging;
 - A charge for telephony number porting;
 - Usage fees for any non-inclusive telephony calls.
- 4.7 **You shall pay all applicable charges in accordance with these Terms.**
- 4.8 **We reserve the right to charge you for the products and/or service notwithstanding the products and/or service not being available due to you failing to comply with either (i) your obligations under this contract or (ii) our reasonable instructions relating to the installation or activation of your account from time to time or (iii) a failure of your systems. We also reserve the right to charge you if unable to provide the Products and/or Service due to third parties unconnected with us (including your old communications service provider) failing to provide the necessary information or services to enable us to provide the products and/or service.**
- 4.9 **Payment for all invoices will be made by direct debit. We will not commence installation or delivery of equipment until a direct debit mandate is received by us. Payment is claimed 10 days after the invoice date.**
- 4.10 **Payment of all charges under any order form shall be made in full and free from any deductions, rights of set-off, counterclaims or liens.**
- 4.11 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the service, we will adjust the rate of VAT that you pay, unless you have already paid for the service in full before the change in the rate of VAT takes effect.
- 4.12 It is always possible that, despite our best efforts, some of the services we offer may be incorrectly priced. If the correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 4.13 If you think an invoice is incorrect please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

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- 4.14 Should we order any third-party equipment or services on your behalf you will be responsible for and shall indemnify us against all such costs incurred including, without limitation, any costs incurred due to a cancellation by you.
- 4.15 Without prejudice to our other rights if you fail to pay any amount on the due date:
- (i) We shall have the right to cancel any contract made with you and/or to suspend services;
 - (ii) We reserve the right to charge you penalties and interest (at the statutory rate) in accordance with the Late Payment of Commercial Debts Interest Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment, (you must pay us interest together with any overdue amount);
 - (iii) You shall indemnify us and keep us indemnified in respect of all costs (including legal fees) reasonably incurred in attempting to recover such overdue amounts;
 - (iv) the whole of the balance then outstanding to us by you on any account whatsoever shall become immediately due and payable.

5. The equipment

- 5.1 Subject to receipt of any applicable charges in advance, we will provide you with broadband and telephony equipment necessary to enable you to use the services you have ordered. This may include a welcome pack, a service receiving device, power adaptor, cables and a booklet and these will be sent to the Premises (or UK delivery address you provide during the ordering process) or to your email address if appropriate. We will advise you of the equipment to be provided, the charges (or deposit) relating to that equipment, and the applicable charge for the services during the ordering process.
- 5.2 The broadband equipment remains the property of Broadway Partners Ltd. The separate telephony equipment remains our property until paid for in full at which point it becomes your property. All Broadway Partners' equipment must be kept at your premises until it is returned to us at the end of your contract. Repairs to damaged equipment, or replacement equipment may incur additional charges. The labels or markings on the equipment must not be removed or obscured and you must allow us reasonable access to the premises, (including occasional remote access for systems upgrades), to alter, replace, repair, maintain, upgrade, update or remove the equipment as necessary; when it is damaged or when your contract expires.
- 5.3 If any equipment we provide in connection with the services becomes faulty, we will repair or replace it, providing the fault is not caused by any act, omission or negligence while in your care. You will need to return any faulty or replaced items of equipment. If the equipment is proven to be not faulty, a service charge may be applied. If, in our reasonable opinion, the fault was caused by any act, omission or negligence while in your care, we will be entitled to charge you for any applicable replacement item fee.
- 5.4 Except as expressly set out in these Terms, we will not be liable to you for any loss or damage caused by the installation or use of the equipment or additional equipment.

6. Broadband Fair Usage

- 6.1 The use of the broadband service by you will be monitored by us to ensure all customers are using the service in a responsible and fair manner. We do not set a limit to fair usage, and provided usage is fair and not excessive so as to detrimentally affect other customers, there is no cap and data is unlimited. If in the sole opinion of the Company (acting at its reasonable discretion) usage is so excessive that our other customers are being detrimentally affected, then we reserve the right to initiate temporary actions as a prohibitive measure; these may include a letter of warning, up to and including temporary suspension or restriction of service. In any event you will be notified by phone or email in advance about the action we will be pursuing.
- 6.2 You may use the Company's network and services only for lawful purposes. You may not use the Company's network and services in any way that breaches any applicable local, national or international law or regulation.
- 6.3 You may only grant access to our services to others residing or located at the premises at which the Internet services are provided

7. Telephony Service

- 7.1 We do not issue IP addresses to be used with the telephony service. Access to and use of these is controlled by the internet authorities and their use is subject to any rules they prescribe.
- 7.2 The service supports 999/112 emergency call services and such calls will be routed to the national emergency call handling agents. However, these services do not operate in the same way as PSTN fixed line 999/112 call services and connection to such services may not be possible in the event of a service outage caused by internet connectivity issues. In such circumstances you should use a separate line to make emergency calls.

8. Security

- 8.1 You are responsible for protecting your customer ID and password(s) used to access our Products and Services and your account with us and for any authorised use made of your password.
- 8.2 You should not disclose your customer ID or password(s) to any third party. If you do so, you are responsible for their use of the account. If your password is disclosed or used without your consent, then you must notify us immediately.
- 8.3 You are responsible for taking all reasonable steps necessary to prevent a third-party obtaining access to the network.
- 8.4 It is your responsibility to protect your computer from computer viruses, adware, malware and spyware by installing and updating adequate anti-virus and security software. We will not be held responsible for security breaches to your computer, its files, or applications.
- 8.5 You must immediately advise us if you become aware of any violation or suspected violation of these security provisions.

9. Responsibility for improper use

- 9.1 You are responsible for all uses made of our products and services through your account (whether authorised or unauthorised) and for any breach of this fair use policy irrespective of whether an unacceptable use occurs or is attempted or is with or without your knowledge or consent; and whether or not you carried out or attempted the unacceptable use alone, contributed to or acted with others or allowed it to occur by omission. You agree that we are not responsible for any of your activities in using the network. It is your responsibility to determine whether any of the content or communications accessed via our Services is appropriate for children or others in your household or office to view or use.

10. Your Key Legal Rights

- 10.1 This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.
- 10.2 As you are receiving services, the Consumer Rights Act 2015 says:
- You can ask us to repair or restore a service and if the work is not carried out with reasonable care and skill, you will receive a refund if we cannot resolve the issue.
 - In rare circumstances, if you have not agreed a price beforehand, what you are asked to pay must be reasonable.
 - If you have not agreed a time beforehand, any work must be carried out within a reasonable time.
- 10.3 Exercising your right to change your mind (Consumer Contracts Regulations 2014). Where you have ordered online or over the phone you have a legal right to change your mind within 14 days and receive a refund. However, once we have completed the services you cannot change your mind, even if the 14 day period is still running. If you cancel within this period but after we have started the services, you must pay us for the services provided and reasonable costs associated with your order up until the time you tell us that you have changed your mind.
- 10.4 If you cancel a service within the 14 day cooling-off period and we have provided you with equipment for that service, we are entitled to request return of the equipment and the agreement will not end until you have returned the equipment. The following will also apply:
- You must return the equipment to us within 14 days of cancelling a service. We will give you some pre-paid packaging for this.
 - If you do not return the equipment within 14 days, you will have to pay the full cost of the equipment. That may be more than the price you paid (for example, if you were given a discount in return for taking a service for its minimum term).
 - Once we get the equipment back (or see evidence that it has been returned), we will refund what you have already paid for it. We might reduce the amount of the refund if we think the equipment is worth less than its original value as a result of its having been used, misused or damaged.

11. Term and termination

- 11.1 These Terms shall be deemed to have taken effect from signature or e-signature and shall continue for the Initial Term and any agreed subsequent Term. Where we do not receive a signature, deemed acceptance will be 48 hours from receipt of these terms. Thereafter, the Terms shall continue until terminated by either party giving not less than 30 days' notice in writing or until terminated in accordance with this clause or unless stated in the product Terms. We shall notify you within 60 days of the end of the initial Term and any agreed subsequent Term and give you the opportunity to terminate on 30 days' notice in writing, otherwise the Terms shall continue as set out above.
- 11.2 The length of the contract will be set out on the order form and, once signed, you are bound by this term.
- 11.3 These Terms shall terminate, without charge or payment, if we (in our reasonable opinion) are unable to successfully complete the Installation for reasons beyond our reasonable control.
- 11.4 Either party may terminate these Terms forthwith on giving notice in writing to the other party if the other party commits any material breach of any term of these Terms and (in the case of a breach capable of being remedied) shall have failed, within 30 days after the receipt of a request in writing from the other party so to do, to remedy the breach (such request to contain a warning of the other party's intention to terminate). In particular, we may end the contract by notifying you in writing if:
- you do not make any payment to us when it is due and you still do not make payment within 30 days of us reminding you that payment is due;
 - you do not, within a reasonable time,
 - provide any information that is necessary for us to provide the Services
 - allow us access to your premises to supply the Services.
- 11.5 In the event that you do not receive the broadband speeds set out in the standard package (or alternate package if applicable, or as otherwise agreed in writing between us), we shall take steps to log the fault, determine whether the fault can be fixed, advise you if the fault has resulted from factors within your control and provide assistance to alleviate the fault. If the fault resulted from factors within our control we shall take all reasonable steps to ensure the fault is corrected. If after taking all reasonable steps and implementing any advice you continue to receive speeds below the minimum set out in your package, you may terminate the Terms immediately, without penalty. Alternatively, without prejudice to your right to terminate, you may opt to receive the Alternate Package or to receive speeds lower than the minimum set out in your package or agree any other remedy offered by us.
- 11.6 Any termination of these Terms (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination, which includes without limitation, your obligation to make any payment due to us for Products and services supplied (including any charges incurred in respect of work in progress or equipment provided) prior to the date of termination. Charges shall become due and payable during any period of notice of termination and in the event that termination occurs during any initial period, you shall pay any and all charges due until the expiry of any such initial period.
- 11.7 Either party may terminate this agreement forthwith if an order is made or an effective resolution passed for the liquidation, winding up, dissolution or bankruptcy (other than by way of members voluntary liquidation or pursuant to any amalgamation or reconstruction on mutually agreed terms) of either party or a receiver, administrative receiver, administrator or trustee in bankruptcy is appointed over all or any of the revenues or assets of either party.
- 11.8 We may suspend services if you have not paid us when you are supposed to, until you have paid any outstanding amounts. We will contact you to inform you if this is the case and provide you with one further opportunity to make payment before any such suspension commences.
- 11.9 If you seek to end the contract before it is completed, you will have to pay all remaining fees due. A contract for services is completed when we have finished providing the services and you have paid for them. If you have received any discounts as part of your contract, these must be repaid.
- 11.10 You will be responsible for any costs of return of equipment we collect from you. If so, we will charge you the direct cost to us of collection. You are not responsible for costs of return if the equipment is faulty or mis-described, or if you are ending the contract because we have told you of an upcoming change to the services or these Terms, or because of an error in pricing or description, or because of a delay in delivery due to events outside our control or because you have a legal right to do so including as a result of something we have done wrong.

- 11.11 Any refunds due will be paid within 14 days. We will charge you, or deduct from any refund of advance payment an amount for the supply of the service for the period for which it was supplied. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

12. Warranties

- 12.1 We warrant that we have the authority to license the products and to provide the services relating to these Terms.
- 12.2 Where we are acting as a reseller in respect of any products, we shall pass on to you such unexpired warranties we receive from the manufacturer of the goods as are capable of transfer and our liability shall be limited to any such guarantee as we receive from the manufacturer.
- 12.3 Except as expressly set forth in these Terms and any product Terms, all warranties, terms and conditions, whether oral or written, express or implied by statute, common law, or otherwise (including but not limited to any warranties, terms and conditions of fitness for purpose, description or quality) are hereby excluded. Please note in particular that, without limiting the generality of clause 8, we do not warrant, represent or guarantee in any way whatsoever that our products or services will be virus free, worm-free, spam-free or inaccessible to malicious code or malignant third parties. We advise that you take legal advice as to your liability in relation to the transmission of viruses and other unwanted material and to refer to your insurers in relation to such matters.
- 12.4 You acknowledge that software products are by their very nature susceptible to imperfections in operation and no warranty is given in respect thereof.
- 12.5 You agree to indemnify and hold us harmless from any claim brought by third parties, alleging the use of our services by you has infringed any right of any kind applicable in the UK or by International legislation and regulation. You shall defend and pay all costs, damages, awards, fees (including reasonable legal fees) and judgements finally awarded against us arising from such claims. Furthermore, you shall provide us with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance to defend such claims at your sole expense.

13. Limitation of liability

- 13.1 Neither party excludes or limits its liability to the other where it would be unlawful to do so including for death or personal injury caused by its negligent act or omission.
- 13.2 We shall not be liable in respect of any adverse effect on services resulting from application or operation of any process by you unless recommended by us or agreed to by us in writing.
- 13.3 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. If we are providing services in your property, we will make good any unavoidable damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services. However, we will not be liable for damage which you could have avoided by following our advice or for damage which was caused by you failing to correctly follow instructions or to have in place any minimum requirements advised by us.
- 13.4 We are not liable for business losses. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, consequential loss or loss of business opportunity.
- 13.5 Subject to clause 13.1 our maximum aggregate liability for all claims made by you in relation to any products or services under a service order form shall not exceed the charges paid under the applicable service order form in the previous 12 months for those products and services against which the claim is made however that claim may arise including, without limitation, negligent error or omission, breach of contract, tort, misrepresentation (excluding fraudulent misrepresentation) or breach of statutory duty.
- 13.6 We accept no liability for failure to deliver the products or perform the services that arise from the acts or omissions of any third party including but not limited to our suppliers or third-party telecommunications providers or for any failures or faults in their equipment.
- 13.7 We will use reasonable endeavours to provide a prompt and continuing service. We will not be liable for any loss of data resulting from delays, non-deliveries, missed deliveries, or service interruptions caused by events beyond our control or by errors or omissions by you.
- 13.8 You acknowledge that we are not the manufacturer of any products supplied hereunder. Save as expressly provided for in these Terms, we give no warranties in relation to the products and shall not be liable to you whether in damages or otherwise for any damage to or defect in the products. You must rely solely on any warranties given to you by the manufacturer of the products or as passed to you in accordance with this agreement.
- 13.9 Unless we expressly agree otherwise under a separate contract, we are not responsible for the security of your networks and/or systems and shall not be liable for unauthorised access thereto.
- 13.10 Notwithstanding any provisions of this clause in the event of non-availability of connection or use of any of the services or products supplied by us which results in continuous performance or speeds below the guaranteed level in any specific product Terms, you may be entitled to a refund in respect of any charges. Such refund is dealt with in the applicable product terms. For the avoidance of doubt, simultaneous non-availability of more than one service or product shall not give rise to more than one claim for compensation and shall be treated as one claim only.
- 13.11 You acknowledge that we are unable to exercise control over the content of any information passing over the Company connection and or the Company network. You further acknowledge that we hereby exclude all liability in respect of any transmission or reception of information of whatever nature.
- 13.12 We shall not be liable for any failure of the products and services which results from any interference by you or any third party which is not in accordance with the standard use of the products or services or following our written instructions.
- 13.13 Subject to clause 12.1, we do not accept liability under or in relation to any service order form nor its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation, or for any other reason excluding fraudulent misrepresentation) for any loss of profits, loss of business, loss of anticipated savings, loss of sales or turnover, loss of, or damage to reputation, loss of contract, loss of customers, nor loss of use of any software or data, loss of use of any computer or other equipment or plant, wasted management or other staff time, losses or liabilities under or in relation to any other contract, nor any indirect, consequential loss or damage of any kind. For the purposes of this clause, the term "loss" includes a partial loss or reduction in value as well as a complete or total loss.
- 13.14 Both parties expressly agree that should any limitation of liability clause or provision contained in these Terms be held to be invalid under any applicable legislation (primary or otherwise) or rule of law by reason of some part of that clause or provision it shall, to that

extent, be deemed omitted, but if we thereby become liable for loss or damage which would otherwise have been excluded or limited, as the case may be, such liability shall be subject to the other applicable limitations and provisions set out herein.

14. Trade mark, copyrights, patents, title and licensing

- 14.1 You acknowledge that we (or where applicable the third-party owner) shall own and shall retain title to all intellectual property rights to all products and services supplied pursuant to or created as a result of any service order form and any copies thereof. Title in the media on which the software and documentation are recorded shall only pass to you on payment in full of the applicable charges.
- 14.2 At the request and expense of the Company, you shall do all such things and sign all documents or instruments reasonably necessary to enable us to obtain, defend and enforce our rights in the software and products.
- 14.3 You recognise our ownership of and title to all trademarks, service marks, trade names, patents, copyright and other intellectual property rights.
- 14.4 You will take no action to violate, obliterate, remove, alter, conceal or misuse any such marks, trade name or copyright notice.
- 14.5 You will promptly notify us if you become aware of any infringement of such intellectual property rights by any third party and shall provide its reasonable assistance to us and/or the manufacturer in connection with any resultant proceedings.

15. Data protection and confidentiality

- 15.1 We will only use your personal information as set out in our privacy policy and in accordance with any marketing preferences you provide us with. Either party may have access to or become aware of the other party's confidential information. The parties agree that any confidential information obtained by the other, its employees, agents or sub-contractors remains the property of the other and neither party shall disclose or use the confidential information of the other except to the extent necessary for the performance of these Terms
- 15.2 The provisions of clause 16.1 shall not apply to confidential information that:
 - (i) is or later becomes generally available to the public, otherwise than through any act or omission on the part of the Customer or the Company,
 - (ii) you or the Company can show was in their possession at the time of disclosure and which was not acquired directly or indirectly from you or the Company under obligations of confidentiality,
 - (iii) is information rightly acquired from others who did not so far as the acquirer was aware obtain it under pledge of secrecy from you or the Company,
 - (iv) is information required to be disclosed or retained by law or relevant regulatory authority.

16. General

- 16.1 Neither party shall be liable for any delay in performing its obligations as a result of any circumstances beyond its reasonable control – "Force Majeure"; such as but without limitation to lightning, flood, exceptionally severe weather, fire, act of God, explosion, war, terrorism, civil disorder, pandemic, endemic, strike, industrial dispute (whether or not involving employees of either party), malicious damage (including virus/hacking attacks or other intentional malicious acts of third parties), compliance with a law or governmental order, rule, regulation direction, accident, third party interference, actions or omissions of telecommunication providers.
- 16.2 You hereby warrant to us that you have not been induced to enter into these Terms by any prior representations whether oral or in writing, except as specifically contained in these Terms and you hereby waive any claim for breach of any such representations which are not so specifically mentioned.
- 16.3 No waiver, delay or indulgence by either party in enforcing the provisions of these Terms shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we continue to provide the Services, we can still require you to make the payment at a later date.
- 16.4 This contract is between you and us. No third party or other person shall have any rights to enforce any of its terms (unless expressly stated), although we may assign, sub-license, sub-contract or otherwise transfer this contract to any associated company or body.
- 16.5 These Terms together with the service order form and any relevant product Terms supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof. No addition to or modification of any provision of these Terms shall be binding upon the parties unless made by a written instrument signed by a duly authorised representative of each of the parties.
- 16.6 If any provision of these Terms is invalid or unenforceable at law, then such provision shall be severed and the remainder of these Terms shall continue in full force and effect.
- 16.7 To the fullest extent permitted by law (i) these Terms shall be governed by and construed in accordance with the laws of England and Wales, and (ii) any dispute that may arise between the parties shall be determined by the English Courts and the parties hereby submit to the exclusive jurisdiction of the English Courts. Only to the extent that it is required by law, (i) customers living in Scotland may bring proceedings in either the Scottish or the English Courts and (ii) customers living in Northern Ireland may bring proceedings in either the Northern Irish or the English Courts.

BROADWAYPARTNERS

Annex - Service information (forming part of the Terms)

The following sets out the principal service elements that will be provided to the Customer as part of the Terms. The Company reserves to revise these from time to time.

FOR WIRELESS SERVICES:

Equipment

One TV -style aerial or one 30, 40 or 50cm dish, TVWS or 5Ghz radio, adapter, WiFi router, brackets and clamps.

Standard Installation

An appropriate bracket will be supplied by Broadway Partners appropriate to the installation.

The engineer will choose where to mount the radio to best supply the property with internet and, if possible, give options to the home owner for best location. The engineer will take into consideration any requests, but for technical or other reasons may need to install the Equipment as it feels fit.

The engineer will run a cable via the shortest route hiding cable where possible. Entry will be made into the property through an exterior wall no greater than 2 feet in depth at a place of the Customer's choosing providing it is within 20 meters of the radio mount point on the same building.

The internal router supplied by Broadway Partners shall be connected to a loose 3 meter cable on the interior of the premises, which shall be handed to the Customer for placement by the Customer. Broadway Partners shall not be responsible for positioning and/or securing the cable and router.

The service will be demonstrated as operational when the engineer completes a test to a speed test server matching the choice of package and shows the Customer the current date on a BBC website (or alternative UK based trusted high authority website).

FOR FIBRE SERVICES:

Equipment

Fibre drop cable.

WiFi router

Standard Installation

The engineer will choose where to mount the fibre drop cable to best supply the property with internet and, if possible, give options to the homeowner for best location. The engineer will take into consideration any requests, but for technical or other reasons may need to install the Equipment as he or she sees fit. Internal cabling will run for a usual maximum of 3 meters from where the fibre cable enters the property.

FOR TELEPHONY SERVICES:

Equipment

If ordered – VoIP compatible telephone – additional cost.

FOR ALL SERVICES:

For the avoidance of doubt, the following are not included in any installation, Wireless, Fibre or Telephony:

- Training on using the internet or anything else related to the internet computers.
- Configuration of customer devices.

The demarcation point for support and maintenance is the Customer router. Anything past the router is not supported.