

This document consists of

- Terms & Conditions Connection (Residential Customer)
- Terms & Condition ISP Service (Residential Customer)
- Broadband Specific Terms (Residential Customer)

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 In this Agreement (including the Schedules):

**Activation Date** means the date on which We confirm that the Installation Services are complete;

**Agreement** means, together, these Conditions and the terms of each Order You make;

**Business Day** means a day other than a Saturday or a Sunday or a public holiday in England and Wales;

**Charges** means the charges due from You for a Package, as set out on the Website;

**Commencement Date** means the date on which these Conditions are accepted by You in accordance with clause 3.2;

**Conditions** means these customer conditions;

**Early Termination Charge** means the early termination charge that You shall be liable to pay in the event that You wish to terminate the Agreement before the end of the Initial Term. Early Termination Charges are specific to each Package and are set out on the Website;

**Equipment** means the duct and Service Demarcation Device;

**Exempted Condition** means any condition, defect or malfunction or loss of availability arising from anything outside of Our control (except for fair wear and tear), including where You use the Fibre or Equipment in a way which is not intended, where the Fibre or Equipment is put under unusual stress or you modify, adjust or tamper with the Fibre or Equipment in any way without our approval;

**Fibre** means the fibre owned and/or operated by Us from time to time;

**Hardware** means any hardware used by You from time to time;

**Initial Term** means the period of 1 month from the Activation Date;

**Installation Period** means the period commencing on the Commencement Date and ending on the Activation Date;

**Installation Services** means the services provided by Us in order to install the Fibre and Equipment at the Property, comprising: (i) installation of Fibre at the Property; (ii) installation of the Equipment of the Property; (iii) carrying out all related Works; and (iv) connection of the Fibre installed at the Property to the Network;

**Intellectual Property Rights** means all intellectual property rights, including patents, trade and service marks, rights to domain names, rights in passing off, registered and unregistered designs, rights in confidential information, rights in know-how, database rights, topography rights, copyright (including rights in software), rights in any invention, and applications for registration of any of the foregoing, and the right to apply therefor, in each case in any part of the world;

**Maintenance and Support Services** means the services required to maintain and support the Fibre and Equipment in operational order from time to time;

**Network** means the communications network to which the Fibre is connected;

**Order** means an order for a Package, which You can make via the Website;

**Package** means the package of Services selected by You from the Website and set out in the Order;

**Portal** means the self-provisioning web-based portal located at [www.lilaconnect.co.uk](http://www.lilaconnect.co.uk), to which You are given access pursuant to these Conditions;

**Portal Services** means the access to the Portal, as more particularly described in clause 11;

**Property** means Your home, as identified in the Order;

**Registration Fee** means the registration fee stated for each Package, payable by You at the time of the Order in accordance with clause 16.2;

**Services** means, together, the Installation Services, the Portal Services and the Maintenance and Support Services;

**Service Provider** means those service providers (e.g. an ISP) whose products and/or services are made available to You via the Portal, and with whom you will be able to enter into a separate agreement in order to receive the Service Provider Products and Services;

**Service Provider Products and Services** means those products and services offered directly to You by Service Providers via the Platform;

**LilaConnect IPRs** has the meaning given to it in clause 22;

**LilaConnect, Us, We, Our** means LilaConnect (Company number 12264109), our registered office and main trading address is at First Floor, IC2 First Floor, IC2, Science Park, University Of Keele, Newcastle-Under-Lyme, Staffordshire, England, ST5 5NH.

**Wayleave Agreement** means Our standard form wayleave agreement, produced pursuant to the Telecommunications Act 1984 and the Electronic Communications Code;

**Website** means the Our website, located at [www.lilaconnect.co.uk](http://www.lilaconnect.co.uk);

**Works** means the works required to install the Fibre and the Equipment at the Property, which may include (without limit), excavation and other earth works, drilling of holes in the walls of the Property and/or affixing items to the walls of the Property; and

**You** means you, the customer, and **Your** shall be construed accordingly.

## 2 WHO WE ARE AND HOW TO GET IN TOUCH

Your Agreement is with Us, LilaConnect (Company number 12264109), our registered office and main trading address is at First Floor, IC2, Keele Science and Innovation Park, Keele University, Newcastle-under-Lyme, Staffordshire, United Kingdom, ST5 5NH. You can get in touch with Us via the 'contact us' link on the Website.

## 3 WHEN THESE CONDITIONS APPLY

3.1 These Conditions apply to You as a consumer, meaning that You are an individual acting for purposes wholly or mainly outside your trade, business, craft or profession. If You are

planning on using the Services in any other context then the provisions of our business-to-business conditions will apply to You instead.

- 3.2 These Conditions apply to and govern each Order, and together these Conditions and the terms of each Order constitutes Your Agreement with Us.
- 3.3 By clicking "I Agree", You confirm that the Agreement constitutes a legally binding agreement between Us and You governing the provision of the Services.
- 3.4 If You do not wish to be bound by the terms of the Agreement, then You should not click "I Agree" and will not be entitled to receive the Services.

#### **4 HOW LONG YOUR AGREEMENT LASTS**

Your Agreement with Us shall start on the Commencement Date and shall (unless either party brings it to an end earlier in accordance with the terms of this Agreement) continue for the duration of the Installation Period and the Initial Term. At the end of the Initial Term this Agreement shall continue automatically, unless and until brought to an end by either party giving the other at least 30 days' notice in writing.

#### **5 COOLING OFF PERIOD**

- 5.1 You can cancel this Agreement before the end of the 14th day after the Commencement Date (Cooling-off Period) and receive a refund of any sums You have paid to Us.
- 5.2 We will not commence the provision of the Installation Services until the Cooling-off Period has come to an end, unless you specifically ask Us otherwise.
- 5.3 However, if You choose to cancel this Agreement after We have performed any of the Services during the Cooling-off Period, then You must pay for the Services We have provided up to the time You tell Us that You have changed Your mind. We may deduct from any refund an amount for the supply of the Services for the period in which they were supplied, ending with the time when You told Us You had changed Your mind. The amount will be a sum equal to the cost of what We have supplied, in comparison with the full coverage of the Agreement. If the sums due to be refunded to You are not sufficient to cover Our cost of supply of Services during the Cooling-off Period then We reserve the right to require You to pay the appropriate amount. Please note that if We have completed the Installation Services prior to Your cancellation then You may be liable to pay the entire Installation Services fee as set out in the Package.
- 5.4 If you would like to cancel this Agreement during the Cooling-off Period then You can do so by pressing the 'cancel' button in the Portal and following the directions.

#### **6 CHARGING AND PAYMENT**

- 6.1 You shall pay the Charges applicable to the Package selected in the Order.
- 6.2 In order to place an Order, You will be required to pay the Registration Fee that applies to the Package You have selected in the Order. In addition You shall pay the Charges in accordance with the payment schedule for the applicable Package.
- 6.3 The Charges do not include any fees that are payable by You to Service Providers for Your use of Service Provider Products and Services. Any such fees shall be payable by You directly to the relevant Service Provider.

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- 6.4 When You place an Order, You will be required to provide credit or debit card details to Us. We will use the card details provided to take payment of the Charges automatically on or around the dates stated in the Order.
- 6.5 All Charges and payments to be made by You under this Agreement shall be exclusive of VAT, which shall be payable by You in addition, wherever relevant at the rate and in the manner from time to time prescribed by law.
- 6.6 All amounts due to Us under this Agreement shall be paid in full without any deduction of any kind other than as required by law.
- 6.7 Where We attempt to take payment of the Charges and Your card details are declined, We will notify You that we have been unable to take payment and provide You with an opportunity to provide alternative card details for payment. In addition to any other rights We may have, We may:
- 6.7.1 charge You interest on any payments that are overdue at an annual rate equal to four per cent above the official Bank Rate from time to time (as determined by the Bank of England's Monetary Policy Committee), which shall accrue daily (both before and after any judgment) and shall be compounded quarterly; and
- 6.7.2 if the payment is overdue by six Business Days or more, suspend performance of the Services in whole or in part until You have paid Us what we are owed.
- 6.8 We reserve the right to charge You for any additional costs we may incur as a result of:
- 6.8.1 investigating and rectifying any defect in, or malfunction of, the Fibre or the Equipment that is the result of any Exempted Condition;
- 6.8.2 attending the Property to investigate and repair any defect in, or malfunction of, the Fibre or the Equipment where We reasonably determine that there is no defect in, or malfunction of, the Fibre or the Equipment;
- 6.8.3 Your failure to comply with the important restrictions on how You can use the Fibre and the Equipment, as set out in clause 11.2; and
- 6.8.4 Your failure to grant Us access to the Property or obtain any third-party consent, as set out in clause 13.

## 7 CHANGES TO THIS AGREEMENT AND THE CHARGES

We may increase the Charges or make other changes to this Agreement at any time. If we do so then We will notify You of this. If You do not agree to the change(s) then You can bring this Agreement to an end by giving us 30 days' notice, and You will not be required to pay an Early Termination Fee.

## 8 OUR SERVICES, SERVICE PROVIDERS AND MINIMUM COMMITMENT

- 8.1 We are a FTTH open access systems provider and provide our customers with installation, access to and maintenance of Fibre and various associated Equipment. We do not supply services such as the internet or home telephony – these are supplied to You (should You wish) via our Network by various Service Providers who are able to offer You Service Provider Products and Services.
- 8.2 Accordingly, You acknowledge that:

- 8.2.1 the Agreement is for the installation and maintenance of the Fibre and Equipment and Your access to the Portal (please see the definition of Services for further details); and
- 8.2.2 in order to receive Service Provider Products and Services, You shall be required to agree arrangements separately for such products and services with Service Providers via the Portal. Each agreement You enter into with a Service Provider shall be subject to the terms and conditions, usage policies and other related documentation of the relevant Service Provider. The details of this process are set out in the Portal, but the following is an example (using the internet as an example):

*In order to set up an internet account with a provider, You can view the available internet providers in Your area by accessing the Portal and viewing the available internet products and services. When You have decided which internet provider and the product and service You would like to use, You can set up an account with Your chosen internet provider by clicking on the relevant product or service and following the instructions on screen. Setting up an account with Your chosen internet provider will mean that You enter into a separate contract (in addition to this Agreement) with that provider on terms that will be made available to You by the provider. You may enter into multiple contracts with different service providers for different products and services.*

- 8.3 You agree that, for the duration of the Initial Term, You shall continue to have at least one Service Provider Product or Service in place at all times.
- 8.4 Whilst We will make various Service Provider Products or Services available to our customers via the Portal from time to time, we cannot guarantee that a specific Service Provider Product or Service will be available to You or that a Service Provider will enter into an agreement with You (or the terms of such agreement).

## 9 **INSTALLATION OF FIBRE AND EQUIPMENT**

- 9.1 Once You have accepted these Conditions, We will agree a date or dates with You upon which We will provide the Installation Services. We'll try to set this up as quickly as we can, but we cannot guarantee a specific date.
- 9.2 You acknowledge that the nature of the installation of the Fibre and Equipment may mean that:
  - 9.2.1 various Works may be required at the Property; and
  - 9.2.2 certain Fibre and Equipment shall remain at the Property once installed.
- 9.3 The Charges are intended to cover the cost of the Installation Services, although We reserve the right to charge an additional fee where the circumstances relating to the Property require additional or specialised Works.
- 9.4 In each case We will advise You of the Works which are required as part of the Installation Services, and whether any additional fee would apply to the Installation Services. If You are unwilling to pay any such additional fee then You can cancel this Agreement immediately by clicking the 'cancel' button in the Portal and, once cancelled, neither Us nor You will have any further obligations under this Agreement.

9.5 Once the Installation Services are complete, We will advise You of the Activation Date. We'll try to set the Activation Date as soon as possible but we cannot guarantee any specific date.

## 10 MAINTENANCE AND SUPPORT

10.1 Provided that You comply with these Conditions, with effect from the Activation Date, We will provide You with the Maintenance and Support Services.

10.2 Irrespective of any other obligation We may have to You, We shall be entitled, at any time during the Term, to change, substitute or replace the Fibre or the Equipment or any part of either.

## 11 OUR OWNERSHIP OF FIBRE AND EQUIPMENT

11.1 The Fibre and Equipment shall remain Our property at all times (including (for the avoidance of doubt) where the Fibre and Equipment is installed on the Property), and You shall have no ownership claim or other right, title or interest in or to the Fibre or the Equipment. You will not claim to anyone else that You own the Fibre or the Equipment or that either form part of Your assets for financial purposes (e.g. to a mortgage lender wanting to take security over Your assets).

11.2 Without prejudice to any other Condition, You shall not:

11.2.1 use the Fibre and Equipment other than in accordance with these Conditions and Our reasonable instructions from time to time;

11.2.2 do anything or fail to do anything which shall, or is likely to have, a detrimental effect on the way the Fibre or Equipment operates;

11.2.3 attempt to move, maintain, alter, modify, adjust, remove, replace or repair the Fibre or Equipment;

11.2.4 allow any person or organisation other than Us, or our respective authorised representatives and sub-contractors to move, maintain, alter, modify, adjust, remove, replace or repair the Fibre or the Equipment without Our prior written consent; and/or

11.2.5 remove or obscure, or allow the removal or obscuring of, any of Our labels placed on the Equipment.

## 12 THE PORTAL

12.1 Provided that You comply with these Conditions, with effect from the Activation Date, We shall allow You to access the Portal for the duration of the Term. You may not authorise anyone else to access the Portal on your behalf.

12.2 You will be issued with a Portal account and password.

12.3 From time to time we may have to suspend Your access to the Portal to:

12.3.1 deal with technical problems or make minor changes;

12.3.2 update the Portal and/or the Services to reflect changes in relevant laws or regulatory requirements; and

12.3.3 make such changes to the Services as we may agree with You from time to time.

12.4 We will contact You in advance to tell You we will be suspending Your access to the Portal, unless the problem is urgent or an emergency. If we have to suspend Your access to the

Portal for longer than 5 Business Days then we will adjust the Charges so that you do not pay for any affected Services whilst access to the Portal is suspended. If we have to suspend Your access to the Portal for longer than 20 Business Days then You can cancel this Agreement by telling us in writing and, once cancelled, neither Us nor You will have any further obligations under this Agreement.

### 13 ACCESS AND CONSENTS

13.1 You shall grant to Us such access to:

13.1.1 the Property; and

13.1.2 the Fibre and Equipment installed at the Property, and

13.1.3 the customer agrees that an authorised person (who is 18 or over) will be present for any visit from LilaConnect or authorised representative thereof. We reserve the right to leave the site of any installation if there is nobody over the age of 18 present, and charge an engineer visit fee.

in each case as We may require in order to perform Our obligations under this Agreement. You acknowledge that We may not be able to provide You with (and will not be responsible for) the Services unless and until such access is granted.

13.2 It may be that You require permission from certain other people or organisations (e.g. Your landlord or housing association if You do not own Your Property) prior to Our supplying the Services to You (including the Installation Services). You agree to obtain all necessary consents and permissions prior to the Services taking place and provide us with evidence of any such consents and permissions on request.

13.3 We reserve the right to terminate this Agreement within immediate effect if, in Our opinion, it becomes apparent that You have not or may not have obtained any necessary consents and permissions from others.

13.4 In some situations, we may need You or a particular third party (e.g. Your landlord or housing association if You do not own Your Property) to give Us additional written permission to access the Property for the purposes of performing our obligations under this Agreement. Any such permission would be given via signing a document known as a Wayleave Agreement, which We would provide. Without prejudice to clauses 12.2 and 12.3, We therefore reserve the right to:

13.4.1 require You to enter into a Wayleave Agreement; and/or

13.4.2 require that You get a relevant third party (e.g. Your landlord or housing association if You do not own Your Property) to enter into a Wayleave Agreement,

in each case so that We can access to the Property as may be necessary to provide the Services.

### 14 GIGABIT BROADBAND VOUCHER SCHEME

14.1 You may be eligible to take advantage of the Gigabit Broadband Voucher Scheme offered by the Department for Digital, Culture, Media and Sport (DCMS) (the Scheme). Residential beneficiaries accepted on to the Scheme may be able to claim a contribution from the UK Government against the cost of installation of a gigabit-capable connection (Scheme

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Contribution). Please see <https://gigabitvoucher.culture.gov.uk/> for further information.

14.2 The Scheme is operated at the entire discretion of the DCMS and is subject to the terms and

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conditions applicable to the Scheme (<https://gigabitvoucher.culture.gov.uk/wp-content/uploads/2018/11/GBVS-Beneficiary-Terms-and-Conditions-v4.0.pdf>). We

cannot accept any liability for any decision of DCMS, including whether You are eligible for or accepted on to the Scheme, and/or whether the Scheme is withdrawn or discontinued.

14.3 Following the Commencement Date, We shall apply to register You for the Scheme.

14.4 Following Our application to DCMS, DCMS will contact You.

14.5 You agree to respond to any communication from DCMS in relation to the Scheme in the manner and within the timescales required by DCMS. You acknowledge that:

14.5.1 You will only be accepted on to the Scheme and/or the Scheme Contribution will only be paid if You respond appropriately to all communications from DCMS to You; and

14.5.2 if You do not respond to such DCMS communications or do not respond in the manner and within the timescales required by DCMS, then We may increase the Charges pursuant to clause 13.7.

14.6 Where You are accepted onto the Scheme, DCMS will arrange for the payment of Your Scheme Contribution directly to Us.

14.7 You acknowledge that the Charges are calculated on the assumption that all LilaConnect customers that are eligible for the Scheme respond to any communication from DCMS and that those elements of the Charges that relate to the Installation Services represent the amount payable by You for the Installation Services, less Your Scheme Contribution. **If You are not accepted onto the Scheme as a result of Your failure to respond to communications from DCMS or a failure to respond to DCMS in the manner and within the timescale required by DCMS, then We reserve the right to increase the Charges by a sum equal to Your Scheme Contribution that would otherwise have been paid by DCMS were You accepted onto the Scheme.**

## 15 WHAT WE EXPECT FROM YOU

15.1 You shall:

15.1.1 cooperate fully with Us;

15.1.2 keep the Equipment connected to Your electricity supply at all times (and shall be responsible for all electricity-related charges and expenses); and

15.1.3 notify Us as soon as possible of all faults, or defects in the Fibre or the Equipment, or circumstances likely to lead to a fault or defect, of which You may reasonably be aware or should reasonably be aware;

15.1.4 only use the Fibre, Portal, Equipment and/or a Service Provider Product and Service for lawful purposes in accordance with all applicable laws and regulation; and

15.1.5 not use the Fibre, Portal, Equipment and/or a Service Provider Product and Service to send, access, store, distribute, transmit, post, upload or download any materials or data which: (i) violates any applicable laws and regulation; (ii) is defamatory, offensive, abusive, obscene or constitutes harassment; (iii) is or may be harmful to minors; (iv) promotes or encourages illegal or socially unacceptable or irresponsible behaviour; (v) is in breach of any third party rights; (vi) has any fraudulent purpose or effect; or (vii) damages or may damage Our rights.

15.2 Your contracts with Service Providers may include similar commitments to those stated in clause 14.1.

## 16 YOUR RIGHTS TO END THE CONTRACT

16.1 Your rights

16.2 You can end this Agreement:

16.2.1 **at any time at Your discretion**, however where You choose to end the Agreement in this way prior to the end of the Initial Term You may be liable to pay us an Early Termination Charge. The Early Termination Charge is designed to compensate Us for You ending the Agreement before You agreed to in Your Order. Further details of the Early Termination Charge can be found on Our Website and We will tell You the amount of the Early Termination Charge when You terminate this Agreement. You can also find out more details of the Early Termination Charge that applies to You by contacting us using the details set out above;

16.2.2 **because of something we have done or are going to do**. You may choose to end this Agreement as a result of any of the reasons set out below, and where You do so the Agreement will end immediately and We will refund You in full for any Services which are yet to be provided and for which You have already paid. You may also be entitled to additional compensation. The reasons referred to above are where:

(a) We have told You about an upcoming change to the Charges or the Services or this Agreement in each case to which You do not agree;

(b) We have told You about an error in the price or description of the Services You have Ordered, and You do not wish to proceed;

(c) there is a risk that our supplying the Services may be significantly delayed because of events outside of our control;

(d) we have suspended Your access to the Portal for technical reasons, or notify You that we will do so, in each case for longer than 20 Business Days; and

(e) You have a legal right to end the Agreement because We have broken the terms of this Agreement; and

16.2.3 **if You have changed your mind**, but only where You are still within the Cooling-off Period and this may also be subject to certain deductions. Please see clause 5 for further details.

16.3 **How can I end this Agreement?**

You can end this Agreement by letting us know, using the 'cancel' button on the Portal and following the directions.

17 **OUR RIGHTS TO END THIS AGREEMENT**

17.1 **We may end the Agreement if:**

17.1.1 We are unable to take payment of the Charges due from your card and we are still unable to take payment within 30 days of Our notifying You that payment was declined;

17.1.2 You become bankrupt and/or You fail any credit check We may carry out on You;

17.1.3 You do not, within a reasonable time of Us asking for it, provide Us with information that is necessary for Us to provide the Services;

17.1.4 You do not, within a reasonable time, allow us to supply the Services to You;

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- 17.1.5 You do not provide us with access to the Property to supply the Services;
- 17.1.6 17.1.6 in Our opinion, it becomes apparent that You have not or may not have obtained any necessary consents and permissions from others;
- 17.1.7 You do not comply with any other term of this Agreement;
- 17.1.8 We are unable to perform our obligations under this Agreement as a result of an event beyond our reasonable control; or
- 17.1.9 You change address and we are unable or unwilling to port the Services to Your new address (please see clause 20 for further information).

### 17.2 **How we will end this Agreement**

We will end this Agreement by emailing You and by notifying You via the Portal.

## 18 **WHAT HAPPENS WHEN THIS AGREEMENT COMES TO AN END?**

### 18.1 When this Agreement comes to an end:

- 18.1.1 some of the clauses of the Agreement will continue to apply to You because they relate to how You can use the Equipment and our responsibility for it after the Agreement has come to an end. The relevant clauses are clauses 6, 11, 18, 20, 21, 26 and 27
- 18.1.2 any Charges that have already fallen due will continue to be due and payable and We shall immediately take payment of all outstanding Charges where possible using the card details provided by You;
- 18.1.3 We shall be entitled to disconnect the Fibre from the Network; and
- 18.1.4 You shall, at Our request:
  - (a) Return, at Our cost, the Equipment or any part of it to Us; and/or
  - (b) permit Us, at Our cost, to access the Property and remove the Equipment or any part of it.

### 18.2 You acknowledge that when this Agreement comes to an end, We may choose not to request the return of the Equipment or to remove the Equipment from the Property, particularly if it is possible that You may wish to reconnect to the Network at a later date. In such instances, the Fibre and Equipment may remain on the Property after the date on which this Agreement comes to an end and You may not use or authorise anyone else to use the Equipment for any purpose. The restrictions in clause 11 will continue to apply. Instead of the return or removal of the Equipment, and particularly where We consider that You are not complying with this clause 18.2 or the restrictions in clause 11, We may also choose to charge You for the value of the Equipment, in the sum of £1499.00 and any other costs associated with the installation of the Equipment which We have not recouped pursuant to the Agreement.

## 19 **CHANGE OF ADDRESS**

- 19.1 Where You want to move the Services from the Property to another address (e.g. where You move house), You agree to let Us know immediately.
- 19.2 Where You change address:

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- 19.2.1 We will notify You as to whether we are able to move the Services from the Property to another address and any costs involved in doing so;
- 19.2.2 We shall be entitled to terminate this Agreement immediately or on such notice as We shall see fit if We are unable or unwilling to move the Services from the Property to another address, and where any such termination occurs during the Initial Term, We may charge You an Early Termination Charge;
- 19.2.3 Your obligations under this Agreement shall continue unless You exercise Your right to terminate this Agreement pursuant to clause 17.1; and
- 19.2.4 where this Agreement continues, We shall be entitled to charge (and You shall pay) all costs incurred by Us in transferring the Services from the Property to Your new address.

## 20 OUR LIABILITY

### 20.1 When We will be liable to You

- 20.1.1 **We do not exclude or limit in any way Our liability to You where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud; or for any legal rights and remedies available to You under consumer law.
- 20.1.2 **We will only be liable to You for foreseeable loss and damage that We cause.** If we fail to comply with the terms of this Agreement, We are responsible for loss or damage You suffer that is a foreseeable result of our breaking this Agreement 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: (i) it is obvious that it will happen; or (ii) if, at the time the Agreement was made, both We and You knew it might happen, for example, if You discussed it with Us during the order or installation process.
- 20.1.3 Subject to clauses 21.1.1, 21.1.2 and 21.2, **Our liability to You is limited:**
  - (a) for loss of or damage to Your property (including the Property and any of Your Hardware) to a maximum of £100,000 for any one event or series of connected events; and
  - (b) except for loss of or damage to Your property, to a maximum of £10,000 for any one event or series of connected events.

### 20.2 When We will not be liable You

- 20.2.1 We shall not be liable for any failure or delay in performing Our obligations under this Agreement which arises as a result of:
  - (a) a failure or delay by You in performing any of Your obligations under this Agreement;
  - (b) anything You do or don't do which is against the law or causes us harm;
  - (c) You failing to follow any reasonable instruction or request made by LilaConnect in relation to the Services;
  - (d) Our complying with Your instructions or requests;
  - (e) an Exempted Condition;

- (f) Your Hardware, Your network connection, software or equipment or access to any other internet services;
- (g) any Service Provider Products and Services;
- (h) viruses or other malware; and
- (i) any third-party products and services with which the Fibre and Equipment interacts from time to time.

20.2.2 **We are not liable for business losses.** The Services are only supplied to You on the basis that You will use them for domestic or private use. 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 or loss of business opportunity.

## 21 INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provision of this Agreement, all Intellectual Property Rights in or arising from the Services or any other services or other items provided by or on behalf of Us (including, without limit, the Fibre and the Equipment) (**LilaConnect IPRs**) belong to Us and/or our licensors exclusively and You shall have no rights in relation to them other than the limited right to use them as is necessary for the term of this Agreement for the proper and usual use of the Services. If notwithstanding this, any LilaConnect IPRs are acquired by You (including any new LilaConnect IPRs), You hereby assigns all such LilaConnect IPRs to Us.

## 22 FORCE MAJEURE

We shall not be liable for any delay in performance of, or failure to perform, Our obligations under this Agreement if such delay or failure results from circumstances beyond Our reasonable control, including but not limited to strikes, lockouts or other industrial action (whether involving Our workforce or of any other party), acts of God, war, riot, civil commotion, acts of terrorism, theft, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, failure or breakdown of plant, machinery, systems or vehicles, fire, flood, extreme weather conditions, power failure or failure of telecommunications networks (**Force Majeure Event**). If a Force Majeure Event continues for a period of 30 days or more, either You or We shall be entitled to terminate this Agreement on giving written notice to the other.

## 23 DATA PROTECTION

We will process Your personal data in accordance with our Privacy Notice, a copy of which You can view on the Website.

## 24 ASSIGNMENT AND SUB-CONTRACTING

24.1 This Agreement is personal to You and You cannot transfer it to anyone else without our prior written consent.

- 24.2 From time to time we may involve sub-contractors to provide the Services to You, although when we do so we will remain responsible to you for the Services.

## 25 COMPLAINTS AND LEGAL NOTICES

- 25.1 If You would like to make a complaint about the Services, You can do so by contacting us via the Portal.
- 25.2 Any notice given under this Agreement shall be in writing (but excluding fax transmission and electronic mail) and may be served by leaving it at, or by sending it by pre-paid first class post or recorded delivery to, the intended recipient's address. The address of a party for service of notices is the address set out in this Agreement or such other address as a party may designate by notice given in accordance with this clause. A notice is deemed to be received when left at the recipient's address or, if sent by pre-paid first class post or recorded delivery, forty-eight hours from the date of posting. If such deemed receipt is not within business hours (being between 9.00 am and 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to be received when business hours next commence.
- 25.3 Each party agrees that without preventing any other mode of service permitted by any rule of court, any document in any proceedings (including but not limited to any claim form or other originating process) may be served on any party by being delivered to or left for that party at its postal address for service of notices under clause 26.1 and each party undertakes to maintain such an address at all times in the United Kingdom and to notify the other party in advance of any change from time to time of the details of such address in accordance with the manner prescribed for service of notices under clause 26.1.

## 26 GENERAL

- 26.1 This Agreement constitutes the entire agreement and understanding between You and Us and supersedes any previous agreements or understandings between You and Us relating to the matters contemplated by this Agreement.
- 26.2 Nobody else has any rights under this Agreement to enforce its terms, save that this Agreement may be enforced by any members of the LilaConnect group from time to time as if they were originally a party to this Agreement.
- 26.3 Even if We delay in enforcing this Agreement, We can still enforce it later. If We do not insist immediately that You do anything You are required to do under this Agreement, 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 do not chase You but We continue to provide the Services, We can still require You to make the payment at a later date.

## 27 GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party agrees that the courts of England and Wales (and no others) shall have exclusive jurisdiction to settle any dispute or claim arising out of or

Terms & Condition Connection (Residential Customer)

in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## TERMS & CONDITIONS ISP SERVICE (RESIDENTIAL CUSTOMERS)

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 In this Agreement:

**Agreement** means, together, these Customer Terms, the Service Specific Terms and the terms of each Order You make;

**Business Day** means a day other than a Saturday or a Sunday or a public holiday in England and Wales;

**Charges** means the charges due from You for a Package, as set out on the Website and confirmed in an Order;

**Commencement Date** means the date on which these Customer Terms are accepted by You in accordance with clause 3.3;

**Connection Agreement** means an agreement establishing a network connection between You and a network owner or supplier which may be between You and a third party or between You and Us;

**Customer Terms** means these customer terms;

**Early Termination Charge** means the early termination charge that You shall be liable to pay in the event that You wish to terminate the Agreement before the end of the Initial Term. Early Termination Charges are specific to each Package and are set out on the Website however generally Early Termination Charges will relate to any unpaid charges for the remainder of Your commitment to a Package;

**Exempted Condition** means any condition, defect or malfunction or loss of availability arising from anything outside of Our control, including where You use the Services in a way which is not intended, where the Services are put under unusual stress or you modify, adjust or tamper with the Services in any way without our approval;

**Hardware** means any equipment and hardware (together with any software incorporated therein) provided by Us to You to enable You to receive the Services (which unless otherwise agreed in writing, shall at all times remain Our property);

**Initial Term** means the initial subscription period for your Package as confirmed in each Order;

**Intellectual Property Rights** means all intellectual property rights, including patents, trade and service marks, rights to domain names, rights in passing off, registered and unregistered designs, rights in confidential information, rights in know-how, database rights, topography rights, copyright (including rights in software), rights in any invention, and applications for registration of any of the foregoing, and the right to apply therefor, in each case in any part of the world;

**Order** means an order for a Package, which You can make via the Website;

**Package** means the package of Services selected by You from the Website and set out in the Order;

**Portal** means the self-provisioning web-based portal located at [lilaconnect.co.uk](http://lilaconnect.co.uk);

**Property** means Your home, as identified in the Order;

## TERMS & CONDITIONS ISP SERVICE (RESIDENTIAL CUSTOMERS)

**Service Specific Terms** means the specific terms applicable to each of Our Services, which form part of, and are expressly incorporated into, the Agreement;

**Services** means services, provided by Us, as more fully described in the Service Specific Terms, and each Order;

**LilaConnect IPRs** has the meaning given to it in clause 16;

**LilaConnect, Us, We, Our** means LilaConnect Limited (Company number 12264109), whose registered office and main trading address is at First Floor, IC2 First Floor, IC2, Science Park, University Of Keele, Newcastle-Under-Lyme, Staffordshire, England, ST5 5NH;

**Website** means the Our website, located at <https://lilaconnect.co.uk>; and

**You** means you, the customer, and **Your** shall be construed accordingly.

## 2 WHO WE ARE AND HOW TO GET IN TOUCH

Your Agreement is with Us, LilaConnect Limited (Company number 12264109), whose registered office and main trading address is at First Floor, IC2 First Floor, IC2, Science Park, University Of Keele, Newcastle-Under-Lyme, Staffordshire, England, ST5 5NH. You can get in touch with Us via the 'contact us' link on the Website.

## 3 WHEN THESE CUSTOMER TERMS APPLY

- 3.1 These Customer Terms apply to You as a consumer, meaning that You are an individual acting for purposes wholly or mainly outside your trade, business, craft or profession. If You are planning on using the Services in any other context then the provisions of our business- to-business conditions will apply to You instead.
- 3.2 These Customer Terms and the relevant Service Specific Terms apply to and govern each Order. Together these Customer terms, the relevant Service Specific Terms, and the terms of each Order constitute Your Agreement with Us.
- 3.3 By clicking "*I Agree*", You confirm that the Agreement constitutes a legally binding agreement between Us and You governing the provision of the Services.
- 3.4 If You do not wish to be bound by the terms of the Agreement, then You should not click "*I Agree*" and will not be entitled to receive the Services.

## 4 HOW LONG YOUR AGREEMENT LASTS

Your Agreement with Us shall start on the Commencement Date and shall (unless either party brings it to an end earlier in accordance with the terms of this Agreement) continue for the duration of the Initial Term. At the end of the Initial Term this Agreement shall continue automatically, unless and until brought to an end by either party giving the other at least 30 days' notice in writing.

## 5 COOLING OFF PERIOD

- 5.1 You can cancel this Agreement before the end of the 14<sup>th</sup> day after the Commencement Date (**Cooling-off Period**) and receive a refund of any sums You have paid to Us.

## **TERMS & CONDITIONS ISP SERVICE (RESIDENTIAL CUSTOMERS)**

- 5.2 We will not commence the provision of the Services until the Cooling-off Period has come to an end, unless you specifically ask Us otherwise.
- 5.3 However, if You choose to cancel this Agreement after We have performed any of the Services during the Cooling-off Period, then You must pay for the Services We have provided up to the time You tell Us that You have changed Your mind. We may deduct from any refund an amount for the supply of the Services for the period in which they were supplied, ending with the time when You told Us You had changed Your mind. The amount will be a sum equal to the cost of what We have supplied, in comparison with the full coverage of the Agreement. If the sums due to be refunded to You are not sufficient to cover Our cost of supply of Services during the Cooling-off Period then We reserve the right to require You to pay the appropriate amount.
- 5.4 If you would like to cancel this Agreement during the Cooling-off Period then You can do so by pressing the 'cancel' button in the Portal and following the directions.

## **6 CHARGING AND PAYMENT**

- 6.1 You shall pay the Charges applicable to the Package selected in the Order.
- 6.2 In addition You shall pay the Charges in accordance with the payment schedule for the applicable Package.
- 6.3 Charges may be shown as one line in Your debit/credit card bill, and this may be combined on Your bill with any other charges You pay Us at the same time pursuant to any other agreements that you have entered into with us e.g. your Connection Agreement.
- 6.4 When You place an Order, You will be required to provide credit or debit card details to Us. We will use the card details provided to take payment of the Charges automatically on or around the dates stated in the Order.
- 6.5 All Charges and payments to be made by You under this Agreement shall be inclusive of VAT, which shall be payable by You in addition, wherever relevant at the rate and in the manner from time to time prescribed by law.
- 6.6 All amounts due to Us under this Agreement shall be paid in full without any deduction of any kind other than as required by law.
- 6.7 Where We attempt to take payment of the Charges and Your card details are declined, We will notify You that we have been unable to take payment and provide You with an opportunity to provide alternative card details for payment. In addition to any other rights We may have, We may:
- 6.7.1 recover the reasonable administrative costs that we incur reminding you of late payments, up to a maximum amount of £10 per reminder;
  - 6.7.2 charge You interest on any payments that are overdue at an annual rate equal to four per cent above the official Bank Rate from time to time (as determined by the Bank of England's Monetary Policy Committee), which shall accrue daily (both before and after any judgment) and shall be compounded quarterly; and
  - 6.7.3 if the payment is overdue by six Business Days or more, suspend performance of the Services in whole or in part until You have paid Us what we are owed.
- 6.8 We reserve the right to charge You for any additional costs we may incur as a result of:
- 6.8.1 investigating and rectifying any defect in, or malfunction of, the Services that is the result of any Exempted Condition;

## **TERMS & CONDITIONS ISP SERVICE (RESIDENTIAL CUSTOMERS)**

- 6.8.2 attending the Property to investigate and repair any defect in, or malfunction of, the Services where We reasonably determine that there is no defect in, or malfunction of, the Services;
- 6.8.3 Your failure to grant Us access to the Property or obtain any third party consent, as set out in clause 8.

### **7 CHANGES TO THIS AGREEMENT AND THE CHARGES**

We may increase the Charges or make other changes to this Agreement at any time. If we do so then We will notify You of this. If You do not agree to the change(s) then You can bring this Agreement to an end by giving us 30 days' notice, and You will not be required to pay an Early Termination Fee.

### **8 ACCESS AND CONSENTS**

You shall grant, or procure the grant, to Us such access to the Property and all relevant fibre and Hardware at the Property, in each case as We may require in order to perform Our obligations under this Agreement, or retrieve our Hardware. You acknowledge that We may not be able to provide You with (and will not be responsible for) the Services unless and until such access is granted. The customer agrees that an authorised person (who is 18 or over) will be present for any visit from LilaConnect or authorised representative thereof. We reserve the right to leave the site of any installation if there is nobody over the age of 18 present, and charge an engineer visit fee.

### **9 HARDWARE**

- 9.1 You agree not to carry out any alterations, modifications, replacements, extensions, attachments, additions or otherwise alter the Hardware, without our prior written consent.
- 9.2 The Hardware must be kept and used in strict accordance with the instructions provided by Us, and must not be used in conjunction with other equipment not approved by Us.
- 9.3 You agree to notify Us immediately if any Hardware is damaged or stolen, or if You become aware of any fault or unauthorised use of the Hardware and/or Services.
- 9.4 You will be responsible for any loss or damage to the Hardware, which is not attributable to Our negligence or wilful act or omission.
- 9.5 If We ask You to do so, You agree to return the Hardware to Us, in the manner requested by Us, and we may recover any related costs from doing this.

### **10 WHAT WE EXPECT FROM YOU**

- 10.1 You shall:
  - 10.1.1 cooperate fully with Us;
  - 10.1.2 notify Us as soon as possible of all faults, or defects in the Services, or circumstances likely to lead to a fault or defect, of which You may reasonably be aware or should reasonably be aware;
  - 10.1.3 comply at all times with the terms of this Agreement, and any Connection Agreement that you have entered into; and
  - 10.1.4 only use the Services for lawful purposes in accordance with all applicable laws and

**TERMS & CONDITIONS ISP SERVICE (RESIDENTIAL CUSTOMERS)**

regulation.

## TERMS & CONDITIONS ISP SERVICE (RESIDENTIAL CUSTOMERS)

### 11 YOUR RIGHTS TO END THE CONTRACT

#### 11.1 Your rights

#### 11.2 You can end this Agreement:

11.2.1 **at any time at Your discretion**, however where You choose to end the Agreement in this way prior to the end of the Initial Term You may be liable to pay us an Early Termination Charge. The Early Termination Charge is designed to compensate Us for You ending the Agreement before You agreed to in Your Order. Further details of the Early Termination Charge can be found on Our Website and We will tell You the amount of the Early Termination Charge when You terminate this Agreement. You can also find out more details of the Early Termination Charge that applies to You by contacting us using the details set out above;

11.2.2 **because of something we have done or are going to do**. You may choose to end this Agreement as a result of any of the reasons set out below, and where You do so the Agreement will end immediately and We will refund You in full for any Services which are yet to be provided and for which You have already paid. The reasons referred to above are where:

- (a) We have told You about an upcoming change to the Charges or the Services or this Agreement in each case to which You do not agree;
- (b) We have told You about an error in the price or description of the Services You have Ordered and You do not wish to proceed;
- (c) there is a risk that our supplying the Services may be significantly delayed because of events outside of our control; and
- (d) You have a legal right to end the Agreement because We have broken the terms of this Agreement; and

11.2.3 **if You have changed your mind**, but only where You are still within the Cooling-off Period and this may also be subject to certain deductions. Please see clause 5 for further details.

#### 11.3 How can I end this Agreement

You can end this Agreement by notifying LilaConnect customer services by telephone on 0800 955 6670, or by email at [help@lilaconnect.co.uk](mailto:help@lilaconnect.co.uk).

### 12 OUR RIGHTS TO END THIS AGREEMENT

#### 12.1 We may end the Agreement or suspend your access to the Services if:

- 12.1.1 You fail any credit checks that we run against You;
- 12.1.2 We are unable to take payment of the Charges due from your card and we are still unable to take payment within 30 days of Our notifying You that payment was declined;
- 12.1.3 You become bankrupt and/or You fail any credit check We may carry out on You;
- 12.1.4 You do not, within a reasonable time of Us asking for it, provide Us with information that is necessary for Us to provide the Services;
- 12.1.5 You do not, within a reasonable time, allow us to supply the Services to You;
- 12.1.6 You do not provide us with access to the Property to supply the Services;
- 12.1.7 in Our opinion, it becomes apparent that You have not or may not have obtained any necessary consents and permissions from others;

## **TERMS & CONDITIONS ISP SERVICE (RESIDENTIAL CUSTOMERS)**

- 12.1.8 You do not, or We reasonably think that You may not, comply with any other term of this Agreement;
  - 12.1.9 We are unable to perform our obligations under this Agreement as a result of an event beyond our reasonable control;
  - 12.1.10 You change address and we are unable or unwilling to port the Services to Your new address (please see clause 14 for further information);
  - 12.1.11 If you have a Connection Agreement in place with Us, You breach the terms of that Connection Agreement; or
  - 12.1.12 We otherwise have a right to terminate a Connection Agreement that you have entered into with Us.
- 12.2 **How we will end this Agreement**  
We will end this Agreement by emailing You and by notifying You via the Portal.
- 12.3 **How we will suspend your access to the Services**  
We will suspend your access to the services by emailing You and notifying You via the Portal. Such notification will explain why Your access to the Services has been suspended, and will inform you what steps you need to take in order for Your access the Services to be reinstated. Your access to the Services will be reinstated once we, acting reasonably, consider that you have fixed or addressed the issues identified.

## **13 WHAT HAPPENS WHEN THIS AGREEMENT COMES TO AN END**

- 13.1 When this Agreement comes to an end:
- 13.1.1 some of the clauses of the Agreement will continue to apply to You. The relevant clauses are clauses 6, 13, 15, 16, 21 and 22
  - 13.1.2 any Charges that have already fallen due will continue to be due and payable and We shall immediately take payment of all outstanding Charges where possible using the card details provided by You; and
  - 13.1.3 We will cease providing the Services.

## **14 CHANGE OF ADDRESS**

- 14.1 Where You want to move the Services from the Property to another address (e.g. where You move house), You agree to let Us know immediately.
- 14.2 Where You change address:
- 14.2.1 We will notify You as to whether we are able to move the Services from the Property to another address and any costs involved in doing so;
  - 14.2.2 We shall be entitled to terminate this Agreement immediately or on such notice as We shall see fit if We are unable or unwilling to move the Services from the Property to another address, and where any such termination occurs during the Initial Term, We may charge You an Early Termination Charge;
  - 14.2.3 Your obligations under this Agreement shall continue unless You exercise Your right to terminate this Agreement pursuant to clause 11.1; and
  - 14.2.4 where this Agreement continues, We shall be entitled to charge (and You shall pay) all costs incurred by Us in transferring the Services from the Property to Your new address.

## TERMS & CONDITIONS ISP SERVICE (RESIDENTIAL CUSTOMERS)

### 15 OUR LIABILITY

#### 15.1 When We will be liable to You

15.1.1 **We do not exclude or limit in any way Our liability to You where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud; or for any legal rights and remedies available to You under consumer law.

15.1.2 **We will only be liable to You for foreseeable loss and damage that We cause.** If we fail to comply with the terms of this Agreement, We are responsible for loss or damage You suffer that is a foreseeable result of our breaking this Agreement 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: (i) it is obvious that it will happen; or (ii) if, at the time the Agreement was made, both We and You knew it might happen, for example, if You discussed it with Us during the order or installation process.

15.1.3 Subject to clauses 15.1.1, 15.1.2 and 15.2, **Our liability to You is limited:**

- (a) for loss of or damage to Your property (including the Property and any of Your Hardware) to a maximum of £10,000 for any one event or series of connected events; and
- (b) except for loss of or damage to Your property, to a maximum of £5,000 for any one event or series of connected events.

#### 15.2 When We will not be liable You

15.2.1 We shall not be liable for any failure or delay in performing Our obligations under this Agreement which arises as a result of:

- (a) a failure or delay by You in performing any of Your obligations under this Agreement;
- (b) anything You do or don't do which is against the law or causes us harm;
- (c) You failing to follow any reasonable instruction or request made by Us in relation to the Services;
- (d) Our complying with Your instructions or requests;
- (e) an Exempted Condition;
- (f) Your Hardware, Your network connection, software or equipment or access to any other internet services;
- (g) viruses or other malware; and
- (h) any third party products and services with which the Services interacts from time to time.

15.2.2 **We are not liable for business losses.** The Services are only supplied to You on the basis that You will use them for domestic or private use. 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 or loss of business opportunity.

### 16 INTELLECTUAL PROPERTY RIGHTS

Notwithstanding any other provision of this Agreement, all Intellectual Property Rights in or arising from the Services or any other services or other items provided by or on behalf of Us

## TERMS & CONDITIONS ISP SERVICE (RESIDENTIAL CUSTOMERS)

(LilaConnect IPRs) belong to Us and/or our licensors exclusively and You shall have no rights in relation to them other than the limited right to use them as is necessary for the term of this Agreement for the proper and usual use of the Services. If notwithstanding this, any LilaConnect IPRs are acquired by You (including any new LilaConnect IPRs), You hereby assigns all such LilaConnect IPRs to Us.

### 17 FORCE MAJEURE

We shall not be liable for any delay in performance of, or failure to perform, Our obligations under this Agreement if such delay or failure results from circumstances beyond Our reasonable control, including but not limited to strikes, lockouts or other industrial action (whether involving Our workforce or of any other party), acts of God, war, riot, civil commotion, acts of terrorism, theft, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, failure or breakdown of plant, machinery, systems or vehicles, fire, flood, extreme weather conditions, power failure or failure of telecommunications networks (**Force Majeure Event**). If a Force Majeure Event continues for a period of 30 days or more, either You or We shall be entitled to terminate this Agreement on giving written notice to the other.

### 18 PERSONAL DATA

- 1.1 In the event that We process any personal data in connection with this Agreement, We agree to comply with the requirements of the UK GDPR.
- 1.2 To the extent that personal data is processed in connection with this Agreement, You shall be the data subject, and We shall be the controller. Where we also act as processor in respect of such personal data, We agree to comply with the obligations of a processor set out in Article 28(3) of the UK GDPR and this Agreement shall be deemed to include those obligations and impose them on Us.
- 1.3 “Controller”, “data subject”, “personal data”, “process”, “processor” and “supervisory authority” shall, for the purposes of this clause 18, have the meanings set out in the General Data Protection Regulation (Regulation (EU) 2016/679), or similar legislation as implemented under English law (including any national implementing laws, regulations and secondary legislation), in each case as applicable and in force in the United Kingdom from time to time (“UK GDPR”).

### 19 ASSIGNMENT AND SUB-CONTRACTING

- 19.1 This Agreement is personal to You and You cannot transfer it to anyone else without our prior written consent.
- 19.2 From time to time we may involve sub-contractors to provide the Services to You, although when we do so we will remain responsible to you for the Services.

### 20 COMPLAINTS AND LEGAL NOTICES

- 20.1 If You would like to make a complaint about the Services, You can do so by contacting LilaConnect customer services by telephone on 0800 955 6670, by email at [help@lilaconnect.co.uk](mailto:help@lilaconnect.co.uk), or by contacting us via the Website.

## **TERMS & CONDITIONS ISP SERVICE (RESIDENTIAL CUSTOMERS)**

- 20.2 Any notice given under this Agreement shall be in writing (writing shall include electronic mail, and notice given over the Portal, but excluding fax transmission) and may be served by leaving it at, or by sending it by pre-paid first class post or recorded delivery to, the intended recipient's address. The address of a party for service of notices is the address set out in this Agreement or such other address as a party may designate by notice given in accordance with this clause. A notice is deemed to be received when posted on the Portal, left at the recipient's address or, if sent by pre-paid first class post or recorded delivery, forty- eight hours from the date of posting. If such deemed receipt is not within business hours (being between 9.00 am and 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt), the notice is deemed to be received when business hours next commence.
- 20.3 Each party agrees that without preventing any other mode of service permitted by any rule of court, any document in any proceedings (including but not limited to any claim form or other originating process) may be served on any party by being delivered to or left for that party at its postal address for service of notices under clause 20.1 and each party undertakes to maintain such an address at all times in the United Kingdom and to notify the other party in advance of any change from time to time of the details of such address in accordance with the manner prescribed for service of notices under clause 20.1.

## **21 GENERAL**

- 21.1 This Agreement constitutes the entire agreement and understanding between You and Us and supersedes any previous agreements or understandings between You and Us relating to the matters contemplated by this Agreement.
- 21.2 Nobody else has any rights under this Agreement to enforce its terms, save that this Agreement may be enforced by any members of Our group from time to time as if they were originally a party to this Agreement.
- 21.3 Even if We delay in enforcing this Agreement, We can still enforce it later. If We do not insist immediately that You do anything You are required to do under this Agreement, 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 do not chase You but We continue to provide the Services, We can still require You to make the payment at a later date.

## **22 GOVERNING LAW AND JURISDICTION**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. Each party agrees that the courts of England and Wales (and no others) shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## BROADBAND SPECIFIC TERMS (RESIDENTIAL CUSTOMERS)

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 IN THESE BROADBAND SERVICE SPECIFIC TERMS:

**Acceptable Use Policy** means the VX Fiber acceptable use policy, accessible on Website;

**Broadband Services** means the broadband services, forming part of your Package, provided by Us to facilitate your access to the internet;

**Terms** means these Broadband Service Specific Terms; and

**LilaConnect Customer Terms** means the terms governing Your relationship with us, accessible on Website, and of which these Broadband Service Specific Terms form part.

Any other capitalised terms used shall be as defined in the VX Fiber ISP Customer Terms.

### 2. WHEN THESE CONDITIONS APPLY

2.1 These Terms apply when You receive Broadband Services from Us.

2.2 These Terms supplement the LilaConnect Customer Terms, and form part of the Agreement between You and Us, governing Your use of the Broadband Services.

### 3. OUR SERVICES AND MINIMUM COMMITMENT

3.1 We will supply the Broadband Services to You substantially in accordance with the Agreement. However, You acknowledge that due to the nature of the internet, it is not practicable for us to provide the Broadband Services completely free of faults.

3.2 The Broadband Services are provided on an 'as is' basis, with no warranties whether express or implied.

3.3 If you want to check the speed of the Broadband Services, you must do so in accordance with the speed testing guidelines on our Website.

3.4 In order to keep the Broadband Services performing correctly, We may from time to time temporarily suspend your access to the Broadband Services, in order to carry out repairs, maintenance or enhancements. We will try to minimise the impact of this on Your internet access, and We will restore internet access to You as soon as We can.

3.5 We may at any time, without notice, make any change, modification, addition to or replacement of any part of the Broadband Services where this is required to conform with any applicable safety or legal requirement, or at any other time, provided that such modification, change, addition or replacement does not materially detract from the quality or performance of the Broadband Services.

3.6 You acknowledge that neither the Broadband Services nor the internet are secure, and therefore We cannot guarantee the privacy of any of Your information when using the Broadband Services.

3.7 You acknowledge that the use of the internet is entirely at Your own risk, and We do not accept any liability for goods, services, information, software or other materials obtained when using the internet.

## **BROADBAND SPECIFIC TERMS (RESIDENTIAL CUSTOMERS)**

- 3.8 If We consider it reasonably necessary to protect the safety or quality of service to other customers, We may from time to time give You instructions about Your use of the Broadband Services, and you agree to comply with such instructions.
- 3.9 LilaConnect provides a CGNAT dynamic IP address as standard. Upon request, we can provide a Public IPv4 address for most services at an additional cost, limited to one per subscription. The LilaFibre 2.5 Gigabit package is only available with a CGNAT dynamic IP address.

## **4. USE OF THE BROADBAND SERVICES**

- 4.1 In order to access the internet using the Broadband Services, you will need to make sure that your equipment (e.g. laptop, phone, tablet, etc.) can connect to the Hardware by Ethernet or Wi-Fi connection.
- 4.2 You must only use or access the Broadband Services in accordance with Our Acceptable Use Policy.
- 4.3 In addition to the requirement at clause 4.1 above, You must not use the Broadband Services to send, access, store, distribute, transmit, post, upload or download any materials or data which: (i) violates any applicable laws and regulation; (ii) is defamatory, offensive, abusive, obscene or constitutes harassment; (iii) is or may be harmful to minors; (iv) promotes or encourages illegal or socially unacceptable or irresponsible behavior; (v) is in breach of any third party rights; (vi) has any fraudulent purpose or effect; (vii) uses any Internet Protocol (IP) address that We have not assigned to You; (viii) uses the Broadband Services in a manner not consistent with reasonable residential domestic use; (ix) risks degradation of services to other customers, or puts our network at risk; or (x) damages or may damage Our rights.
- 4.4 We reserve the right to monitor Your use of the Broadband Services, and if we determine that You have not used the Broadband Services in accordance with this clause 4, we may suspend your access to the Broadband Services, and/or terminate the Agreement.

## **5. SUPPORT**

- 5.1 If your Broadband Services are not functioning as promised, then our customer services team will be happy to help You try and fix the problem.
- 5.2 However, before getting in contact with Our customer services team, we ask that you first try the following:
- 5.2.1 First – Troubleshoot the Broadband Services.
  - 5.2.2 Second – Restart the device you are using to access the Broadband Services (e.g. Your phone, tablet, laptop etc.)
  - 5.2.3 Third – Restart Your router, and ensure there is enough power going to Your router.
  - 5.2.4 Fourth – Read through the FAQs on Our Website.
- 5.3 If you still need assistance, please contact our customer services team by telephone on 0800 955 6670, or by email at [help@lilaconnect.co.uk](mailto:help@lilaconnect.co.uk), during opening hours (available on Our Website).
- 5.4 Once you have raised an issue with our customer services team, We will use our best efforts to fix the problem as soon as reasonably possible.