

## Customer details

Company name	<input type="text"/>		
Company registered number	<input type="text"/>		
Site address	<input type="text"/>		
Company registered address	<input type="text"/>		
Phone	<input type="text"/>		
Email	<input type="text"/>		
Website	<input type="text"/>		
<b>Contact person / system administrator</b>			
Phone	<input type="text"/>	Mobile	<input type="text"/>
Email	<input type="text"/>		
<b>Contact person for invoicing</b>			
Phone	<input type="text"/>	Mobile	<input type="text"/>
Email	<input type="text"/>		

## Service particulars

Access speed (Mbps)	<input type="text"/>		
<b>Service (quantity and charge per month)</b>			
Broadband Internet Access Services	<input type="text"/>		
Ethernet point-to-point (p2p)	<input type="text"/>		
Ethernet VPN (Virtual Private Network)	<input type="text"/>		
Leased Line Services	<input type="text"/>		
Voice Services	<input type="text"/>		
Number of IP addresses	<input type="text"/>	Committed term (years)	<input type="text"/>

## Voice Services (acknowledgements):

I/we acknowledge that GN shall register the Site address provided above to assist with caller identification by the emergency services.	<input type="text"/>
I/we understand that this service allows calls to the emergency services numbers 999 and 112. However I/we understand that calls will fail if there is a power cut or the Internet connection fails.	<input type="text"/>

Connection charge*	£	<input type="text"/>
Additional charges	£	<input type="text"/>
<b>Total service charges per month**</b>	<b>£</b>	<input type="text"/>

<b>Customer signature</b>
<hr/>
Name and position <input type="text"/>
<hr/>
Date <input type="text"/>

G.Network authorised person signature
<hr/>
G.Network authorised person name and position
<hr/>

**Business tariffs exclude VAT Helpdesk: +44 203 909 4555 or support@g.network**

\* The sum of £200 will be deducted from the Connection Charge in the event that no cabling works are required.  
 \*\* An additional charge of 3% shall apply to the Total Service Charge for payment methods other than Direct Debit.  
 The terms of the Contract shall apply to this Order Form.

# G.NETWORK

## TERMS AND CONDITIONS

### 1. DEFINITIONS

#### 1.1. In this Contract:

**"Additional Charges"** means the fees payable by the Customer for additional work outside the scope of the Services or GN's obligations under this Contract.

**"Broadband Internet Access Services"** means the high-speed Internet access services provided by GN, as detailed in the Order Form.

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

**"Committed Term"** means the minimum contract period for the Services detailed in the Order Form from the Operational Services Date.

**"Confidential Information"** means the provisions of this Contract and the Order Form and all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this Contract.

**"Connection Charge"** means the fees payable by the Customer for initial connection to the Services.

**"Content"** means information made available, displayed or transmitted in connection with the Service (including information made available by means of an HTML "hyperlink", third party posting or similar means) including all trademarks, service marks and domain names contained in such information, as well as the contents of any bulletin boards or chat forums, and all upgrades, updates, modifications and other versions of any of the foregoing.

**"Contract"** means these terms and conditions together with the Order Form and any documents annexed to the Order Form.

**"Customer"** means the entity listed on the Order Form and which signs the Order Form.

**"Force Majeure Event"** has the meaning given to it in clause 14.1 (Force Majeure).

**"GN"** means the G.Network Communications Limited, registered in England and Wales with company number 10057745 and having its registered office at 3rd Floor, 14 Hanover Street, London W1S 1YH.

**"GN Equipment"** means equipment, cables and any other devices owned by GN and which is placed at a Site for the provision of the Services pursuant to the terms of this Contract.

**"GN Network"** means the network owned and/or operated by GN used to provide the Services.

**"Group"** means in relation to any company, that company and every Subsidiary or Holding Company of that company or a Subsidiary or Holding Company of any such Subsidiary or Holding Company from time to time.

**"Group Company"** means a company within GN's Group or the Customer's Group.

**"Helpdesk"** means the helpdesk facility provided by GN for administration of the Services and provision of support and maintenance in respect of the Services, which can be contacted by telephone +44 203 909 4555 or email support@g.network.

**"Holding Company"** has the meaning set out in Section 1159 of the Companies Act 2006.

**"Intellectual Property Rights"** means any patent, copyright, trade mark, service mark or trade name, utility model, right in software, right in design, right in databases, image right, moral right, right in an invention, right relating to passing off, domain name, right in confidential information (including trade secrets) or right of privacy, and all similar or equivalent rights in each case whether registered or not and including all applications (or rights to apply) for, or renewal or extension of, such rights which exist now or which will exist in the future in the United Kingdom.

**"Internet"** means the global data network comprising interconnected networks using the TCP/IP protocol suite.

**"Internet Protocol"** or **"IP"** means the principal communications protocol in the Internet protocol suite for relaying datagrams across network boundaries.

**"Leased Line Service"** means the private telecommunications line for voice and data services provided by GN, as detailed in the Order Form.

**"Local Area Network"** or **"LAN"** means a computer network that interconnects computers in a limited area such as a home, school, computer laboratory or office building using network media.

**"Marks"** means a trademark, service mark, trade name, logo or other indicia of origin that serves to identify a Party, its products or services.

**"Operational Services Date"** or **"OSD"** means the date when the Services are first made available to the Customer at the Site, or when the Customer first uses the Service, whichever is the earlier.

**"Order Form"** means the form that sets out the detailed configuration and specification of, the Services and the Service Charges and Connection Charge for the Services.

**"Party"** means either GN or the Customer and "Parties" means both GN and the Customer.

**"Renewal Term"** has the meaning set out in clause 2.2 (Commencement and Duration of this Contract).

**"Services"** means the Broadband Internet Access Services, Leased Line Services, Ethernet VPN (Virtual Private Network), Ethernet point-to-point (p2p) or Voice Services or, where appropriate, part of such service described in the Order Form.

**"Service Charges"** means the periodic fees payable by the Customer for the Services, as detailed in the Order Form.

**"Service Level Agreement"** means the schedule that is appended to an Order Form that describes the target levels of performance for the Services.

**"Site"** means the place at which GN shall provide the Services to the Customer, as detailed in the Order Form.

**"Subsidiary"** has the meaning set out in Section 1159 Companies Act 2006;

**"System Administrator"** means a person named by the Customer to be the single point of contact for GN for matters relating to the provision of the Services.

**"URL"** or **"Uniform Resource Locator"** means the full address for a website on the Internet.

**"User"** means anyone who is authorised by the Customer to use or access the Services, including any customer of the Customer accessing or using the Services through the Customer's network.

**"Voice Services"** means the voice over IP telephony services provided by GN, as detailed in the Order Form.

**"Working Day"** means Monday to Friday, excluding bank or public holidays in England.

**"Working Hours"** means 09:00hrs to 18:00hrs on a Working Day.

### 1.2 INTERPRETATION

- (a) The headings in this Contract are inserted for convenience only and shall not affect the interpretation or construction of this Contract.
- (b) Words expressed in the singular shall include the plural and vice versa. Words referring to a particular gender include every gender. References to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity.
- (c) The words "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- (d) References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).
- (e) All references in this Contract to clauses are to the clauses to this Contract unless otherwise stated.
- (f) In the event of any conflict, inconsistency or ambiguity between this Contract, the Order Form and a Service Level Agreement, the following order of precedence shall apply:
  - (i) Firstly, this Contract;
  - (ii) Secondly, the Order Form; and
  - (iii) Thirdly, the Service Level Agreement (if applicable).

### 2 COMMENCEMENT AND DURATION OF THIS CONTRACT

- 2.1 This Contract begins on the date that the Order Form is signed by both Parties and will continue through the Committed Term and each Renewal Term thereafter until and unless terminated in accordance with the terms of this Contract (the **"Contract Term"**).
- 2.2 On expiry of the Committed Term, this Contract shall automatically renew for successive periods of one (1) year (each such period being a **"Renewal Term"**), unless the Customer provides GN with thirty (30) days' written notice prior to the expiry of the Committed Term or the then current Renewal Term that it wishes to terminate this Contract.

### 3 PROVISION OF THE SERVICE

- 3.1 GN shall:
  - (a) deliver the Services using digital fixed links terminating on GN Equipment at the Site, enabling GN to manage the Services up to the GN Equipment;
  - (b) provide static or dynamic routed IP addresses as set out in the Order Form to enable the Customer to access and use the Services;
  - (c) provide the Services in accordance with this Contract;
  - (d) provide the Services with the reasonable skill and care of a competent telecommunications service provider;
  - (e) in respect of Leased Line Service, provide the Services in accordance with the Service Level Agreement;
  - (f) in respect of Voice Services, provide access to 112 and 999 services free of charge. The Customer acknowledges and accepts that access to 112 and 999 services are dependent on electricity power and access to the Internet and in the event there is a loss or failure of power or an internet connection, such 112 and 999 services shall cease to be available to the Customer; and
  - (g) manage the GN Network 24 hours a day, 7 days per week.
- 3.2 If the System Administrator reports a fault in the Services, GN will respond to the fault by carrying out one or more of the following actions:
  - (a) providing advice by telephone, including advice, where appropriate, as to tests and checks to be carried out by the Customer;
  - (b) where possible, carrying out remote diagnostic checks from GN's own premises; or
  - (c) visiting the Site if GN's action under clauses 3.2(a) and 3.2(b) does not result in the fault being diagnosed or cleared and where such Site visit is considered necessary by GN.
- 3.3 GN will take all proper steps without undue delay to correct any reported fault in the Services.
- 3.4 If GN performs work to correct a reported fault but confirms that no fault exists, the Customer shall pay an Additional Charge for such work.
- 3.5 GN may from time to time:
  - (a) change the technical specification of the Services and/or the codes or numbers used by GN for the provision of the Service for operational reasons, provided that any change to the technical specification does not materially affect the performance of the Services;
  - (b) issue instructions to the Customer that it believes are necessary for reasons of health, safety or the quality of the Services provided by GN to the Customer or any other customer of GN and the Customer shall comply with such instructions; or
  - (c) temporarily suspend the Services because of an emergency or to undertake maintenance or implement improvements to the Services. GN will use reasonable endeavours to keep the period of any temporary suspension to a minimum and will restore the Services as soon as possible after the event giving rise to the temporary suspension.

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

- 3.6 With the exception of the GN Equipment, the Customer is responsible for providing suitable computer hardware, software and telecommunications equipment and related services necessary to access and use the Services.
- 3.7 GN shall accept instructions from persons who GN reasonably believe are acting with the Customer's authority or knowledge.

### 4 GN EQUIPMENT

- 4.1 Where GN needs to install GN Equipment at a Site to enable GN to provide the Services, the Customer shall at no charge to GN:
  - (a) prior to installation of the GN Equipment at the Site:
    - (i) obtain all necessary consents and permissions (including wayleave agreements from the property owner) in order for GN to install the GN Equipment;
    - (ii) prepare the Site in accordance with GN's reasonable instructions (if any);
    - (iii) make available suitable space and conditions at the Site for the installation of the GN Equipment; and
    - (iv) sufficient electricity to power the GN Equipment;
  - (b) after installation of the GN Equipment at the Site has been completed, restore the condition of the Site, including any re-decorating that may be required.
- 4.2 From the date of installation of the GN Equipment at the Site, the Customer shall:
  - (a) be responsible and bear all risk for (but not title to) the GN Equipment;
  - (b) shall not add to, modify or in any way interfere with the GN Equipment, nor allow anyone else (other than someone authorised by GN) to do the same; and
  - (c) be responsible to GN for any loss of or damage to the GN Equipment, except where such loss or damage is due to fair wear and tear of the GN Equipment or is caused by GN or its subcontractors.
- 4.3 Title to and property in the GN Equipment shall remain vested in GN at all times (even though they have been delivered to the Site and risk has passed to the Customer).

## 5 CONNECTION OF EQUIPMENT TO THE SERVICE

- 5.1 If the Customer accesses the Services via a LAN, the Customer shall:
- provide and maintain a suitable LAN and IP router capable of interfacing satisfactorily with the Services;
  - configure the IP router; and
  - appoint a System Administrator.
- 5.2 GN shall not be responsible for providing any support to the Customer, whether technical or otherwise, in respect of the Customer's LAN.
- 5.3 Where IP addresses are allocated to the Customer, these are for use in connection only with the Services and all rights in those IP addresses belong to GN. The Customer cannot sell them or agree to transfer them to anyone else and must not try to do so. If this Contract is terminated for any reason the IP addresses will revert to GN.

## 6 ACCESS AND SITE REGULATIONS

- 6.1 To enable GN to carry out its obligations under this Contract, the Customer shall provide GN and its subcontractors who produce a valid identity card on arrival at the Site, with access to any Site. GN will normally only require access to a Site during its Working Hours, but may, on reasonable notice to the Customer, require the Customer to provide access at other times. GN may agree to work outside the Working Hours, but the Customer must pay Additional Charges, as detailed in the Order Form, for working outside the Working Hours.
- 6.2 GN shall (and shall procure that its subcontractors shall) comply with the Customer's reasonable Site procedures as previously advised in writing to GN prior to commencement of any works at and/or arrival at the Site. In the event of any conflict between the Site procedures and this Contract, this Contract shall prevail.
- 6.3 GN shall comply with the Customer's reasonable instructions in respect of the health and safety of people at a Site, provided that such instructions are notified to GN prior to the commencement of any works the relevant Site.

## 7 USE OF THE SERVICES

- 7.1 The Customer may use the Services for its own business purposes, provided always that the Customer (and its Users):
- do not use the Services in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Services or any operating system;
  - use must not infringe GN's intellectual property rights or those of any third party in relation to its use of the Services, including by the submission of any infringing materials; and
  - do not use the Services to send any communication or material which is illegal, defamatory, offensive or otherwise objectionable, including to spam, or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party.
- 7.2 The Customer shall be responsible for:
- any access and use of the Services by its Users, including payment of all Charges incurred by the Customer and its Users and compliance with all terms and conditions by the Customer and its Users under this Contract; and
  - ensuring that the Customer's equipment connected to the GN Network conforms to the following interface specifications and routing protocols specified by GN:
    - Interface specifications:
      - 10/100/1000 Mbps copper ports: 10 Base-T (IEEE 802.3i), 100 Base-TX (IEEE 802.3u), 1000 Base-T (IEEE 802.3ab)
      - 1 Gbps optical ports: IEEE 802.3z
      - 10 Gbps optical ports: IEEE 802.3ae
    - Protocols:
      - Vlans (IEEE 802.1q, 802.1p)
      - Double-tagged vlans (Q-in-Q, IEEE 802.1ad)
      - OSPF (RFC 2328)
      - BGPv4 (RFC 4271)
- 7.3 The System Administrator must report all faults in the Services to the Helpdesk.
- 7.4 This Contract for the provision of the Services is between GN and the Customer. Where the Customer enters into contracts with its customers which utilise the Services (a "Customer Contract"), the Customer shall remain responsible to GN under this Contract for its customer's use of the Services. Each Customer Contract is entirely the Customer's responsibility (and not GN's). The Customer shall:
- include in each Customer Contract conditions of use equivalent to those in this clause 7;
  - ensure that its customers have only a single IP address within the Customer's network; and
  - provide a support function for the provision of support to its own customers connected to the Customer's network in respect of all faults, queries and complaints regarding their use of the Services via the Customer's network. GN shall have no responsibility for provision of support to the Customer's own customers.
- 7.5 Except as may be otherwise specifically provided under this Contract, the obligations and responsibilities of GN under this Contract are solely to the Customer and not to Users or any third party.
- 7.6 The Customer shall indemnify GN against any liabilities or costs arising from:
- any breach by the Customer (or its Users) of the provisions of this clause 7; and
  - any and all claims by any third party in connection with the access and use of the Services.
- 7.7 GN does not guarantee total privacy in respect of the Customer's use and access to the Services. The Customer acknowledges and accepts that GN may, from time to time, be required to monitor the Customer's use of the Services in response to a request from a governmental body in performing its regulatory or statutory functions.

## 8 INTERNET

- 8.1 The Services shall enable the Customer to access the Internet from the Sites.
- 8.2 The Internet is separate from the Services and use of the Internet is solely at the Customer's risk and its compliance with the relevant terms of use.
- 8.3 GN has no responsibility for any information, software, services or other materials obtained by the Customer using the Internet.

## 9 INTELLECTUAL PROPERTY

- 9.1 As between the Parties, ownership of and all intellectual property rights in any operating manuals and associated documentation, materials or data, made available as part of the Services or otherwise generated by or for GN in connection with the Services or this Contract (the "GN Intellectual Property") will remain the property of GN or its licensors.
- 9.2 GN shall grant the Customer a personal, non-transferable and non-exclusive licence for the Contract Term to use and to permit its Users to use the GN Intellectual Property, solely as necessary for receipt of the Services and solely in accordance with the terms of this Contract.
- 9.3 Neither Party shall acquire any rights to the other Party's Intellectual Property Rights under this Contract, except the limited rights granted under this Contract.

- 9.4 Neither Party may use any Marks of the other Party without the prior written consent of the other Party.
- 9.5 GN warrants that it has all rights, authorisations and licences required to provide the Services to the Customer.

## 10 INTELLECTUAL PROPERTY INDEMNITIES

- 10.1 Subject to clause 10.2, GN shall defend, indemnify and hold the Customer harmless against all claims, proceedings and expenses arising from any actual or alleged infringement of any third party's Intellectual Property Rights by reason of GN's provision of the Services.
- 10.2 In the event of an allegation or claim for infringement of any Intellectual Property Rights as referred to in clause 10.1, the Customer shall:
- notify GN promptly in writing of any allegation of infringement;
  - make no admission relating to the infringement;
  - allow GN to conduct all negotiations and proceedings and give GN all reasonable assistance in doing so (GN will pay the Customer's reasonable expenses for such assistance); and
  - allow GN to modify or replace the Services, or any item provided as part of the Services, so as to avoid the infringement, provided that the modification or replacement does not materially affect the performance of the Services.
- 10.3 If the Services become, or GN believes they are likely to become, the subject of an allegation or claim for infringement of any Intellectual Property Rights as referred to in clause 10.1, GN may, at its sole option and expense:
- secure for the Customer a right of continued use; or
  - modify or replace the Service, as set forth in clause 10.2(d), so that it is no longer infringing.
- If neither of those remedies is available to GN on reasonable terms, GN may notify the Customer and terminate such infringing Services without penalty to the Customer.
- 10.4 The indemnity and remedies in clauses 10.2 and 10.3 are the sole and exclusive remedies of the Customer for any claim of infringement referred to or made under this clause 10.
- 10.5 The Customer shall defend, indemnify and hold GN harmless against all claims, proceedings and expenses arising from any actual or alleged infringement by a third party that the Customer's or User's Content infringes a third party's Intellectual Property Rights. In the event of any such infringement or alleged infringement the Customer shall (and shall procure that its User shall) immediately cease any activity which gives rise to the infringement or alleged infringement.
- 10.6 The limitations and exclusions of liability contained in clause 13 (Limitation of Liability) do not apply to matters set out in this clause 10.

## 11 CONFIDENTIALITY

- 11.1 Each Party shall:
- keep in confidence any Confidential Information of the other Party obtained under this Contract; and
  - not disclose the Confidential Information of the other Party to any person (other than their employees or professional advisers) without the written consent of the other Party.
- 11.2 This clause 11 shall not apply to any Confidential Information that the Party that wishes to disclose can show:
- has been published other than through a breach of this Contract;
  - is lawfully in the possession of the receiving Party before the disclosure of the Confidential Information under this Contract took place;
  - was obtained from a third party who is free to disclose it; and
  - is required to be disclosed under any applicable law or by order of a court or governmental body. In such event, the Party shall notify the other Party in writing of such disclosure.
- 11.3 This clause 11 will remain in effect for two (2) years after the expiry or termination of this Contract.

## 12 CHARGES AND DEPOSITS

- 12.1 The Charges for the Services shall commence on the OSD and are fixed for the Committed Term. At any time after the Committed Term, GN may increase the Charges on one (1) months' prior written notice. In the event the Customer objects to any such increase, the Customer shall have the right to terminate this Contract by providing a minimum of thirty (30) days' prior written notice.
- 12.2 All Charges are exclusive of VAT and taxes and shall be calculated in accordance with the Order Form and details relating to the Customer's use of the Services recorded by GN. GN will add all applicable VAT and taxes to GN's invoices as appropriate.
- 12.3 The Customer shall pay:
- the Service Charges, monthly in advance;
  - the Connection Charge within thirty (30) days of the date of GN's invoice; and
  - any Additional Charges, within thirty (30) days of the date of GN's invoice.
- 12.4 GN may charge daily interest on late payments at a rate equal to 3% (three percent) per annum above the base-lending rate of Barclays Bank plc.
- 12.5 The Customer acknowledges that the Customer may be subject to GN's credit vetting procedures and that GN may, at any time, require the Customer to pay a deposit or provide a guarantee as security for payment of future invoices for the Services.

## 13 LIMITATION OF LIABILITY

- 13.1 Neither Party excludes or restricts in any way its liability for:
- death or personal injury resulting from its negligence;
  - fraud or fraudulent misrepresentation; or
  - any liability which cannot be legally excluded or limited.
- 13.2 Subject to clause 13.1, GN is not liable (whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Contract or an Order Form for any:
- any loss of profits, business contracts, anticipated savings, goodwill, or revenue in each case (whether direct or indirect);
  - any loss or corruption or destruction of data (whether direct or indirect); and/or
  - any special, indirect or consequential loss or damage howsoever arising, whether or not GN was advised in advance of the possibility of such loss or damage.
- 13.3 Subject to clauses 13.1, 13.2 and 13.4, each Party's total liability to the other Party in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with this Contract or an Order Form in each Contract Year shall not exceed 125% of the Charges paid or payable in the Contract Year in which the claim arose.
- 13.4 Nothing in this clause 13 shall limit the Customer's obligation to pay the Charges due under this Contract.

## 14 FORCE MAJEURE

- 14.1 Neither Party will be liable for performance of its obligations that are delayed or prevented due to an event which is unpredictable, unforeseeable, irresistible and beyond the Parties' reasonable control, such as any extreme or severe weather, flood, landslide, earthquake, storm, lightning, fire, subsidence, epidemic, acts of terrorism, outbreak of military hostilities (whether or not war is declared), riots, explosions, strikes or other labour unrest, civil disturbance, sabotage, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the affected Party ("Force Majeure Event").

14.2 In the event of:

- (a) a refusal or delay by a third person to supply a telecommunications service to GN and where there is no alternative services available at reasonable cost; or
  - (b) GN being prevented by restrictions of a legal or regulatory nature from supplying the Service;
  - (c) GN will have no liability to the Customer for failure to supply the Service.
- 14.3 If any of the events detailed in clauses 14.1 and 14.2 continue for more than thirty (30) days, either Party may serve notice on the other terminating the affected part of the Service, without liability to the other Party.

## 15 TERMINATION

- 15.1 Either Party may terminate this Contract immediately on notice if the other Party:
- (a) commits a material breach of this Contract, which is capable of remedy, and fails to remedy the material breach within thirty (30) calendar days of receipt of a written notice from the other Party;
  - (b) commits a material breach of this Contract which cannot be remedied; or
  - (c) becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or if it goes into either voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation or a receiver or administrator is appointed over its assets.
- 15.2 In addition to its rights under clause 15.1, the Customer may terminate this Contract in accordance with the provisions of:
- (a) clause 2.2 (Commencement and Duration of this Contract);
  - (b) clause 12.1 (Charges and Deposits); and
  - (c) clause 17.2 (Variation).
- 15.3 In addition to its rights under clause 15.1, GN may terminate this Contract at any time without payment of compensation or damages to the Customer on six (6) months' prior written notice to the Customer.
- 15.4 If GN is entitled to terminate this Contract under clause 15.1(a) or 15.1(b), GN may at its sole discretion elect to suspend the Services, on giving prior notice to the Customer, where practicable. Any suspension of the Services by GN in accordance with this clause 15.4 shall be without prejudice to its termination rights.
- 15.5 Without prejudice to GN's other rights and remedies, if this Contract terminates before expiry of its Committed Period or Renewal Term on account of a breach by the Customer then the Customer shall be liable to pay, by way of compensation, the following termination Charges (excluding VAT):
- (a) the Connection Charge if the Customer has not already paid it;
  - (b) the complete Service Charge for the remainder of the Committed Period or Renewal Term.

## 16 CONSEQUENCES OF TERMINATION

- 16.1 The termination or expiry of this Contract will be without prejudice to the rights and remedies of either Party which may have accrued up to the date of termination.
- 16.2 On termination of this Contract for any reason whatsoever:
- (a) the relationship of the Parties will cease and any rights or licences granted under or pursuant to this Contract will cease to have effect save as (and to the extent) expressly provided for in this clause 16;
  - (b) any provision which expressly or by implication is intended to come into or remain in force on or after termination will continue in full force and effect;
  - (c) the Customer shall permit GN to enter the Site to remove the GN Equipment from the Site;
  - (d) subject to clause 16.2(e) each of the Parties shall immediately return to the other Party (or, if the other Party so requests by notice in writing, destroy) all of the other Party's property in its possession at the date of termination, including all of its Confidential Information, together with all copies of such Confidential Information and shall certify that it has done so, and shall make no further use of such Confidential Information;
  - (e) if a Party is required by any law, regulation or government or regulatory body to retain any documents or materials which it would otherwise be required to return or destroy by clause 16.2(d), it shall notify the other Party in writing of such retention, giving details of the documents or materials that it must retain; and
  - (f) GN may submit invoices for any Services that it has supplied but for which no invoice has previously been submitted, and the Customer shall pay these invoices immediately on receipt.

## 17 VARIATION

- 17.1 This Contract or any part of it (including the Order Form), shall not be amended, modified or supplemented except by a formal variation in writing signed by authorised representatives of both Parties and with reference to this clause 17.
- 17.2 Where any amendment, modification and/or supplement to this Contract shall, in GN's reasonable opinion, be of material detriment to the Customer, GN shall provide the Customer at least one (1) months' prior written notice. In the event the Customer objects to any such amendment, modification and/or supplement, the Customer shall have the right to terminate this Contract by providing a minimum of thirty (30) days' prior written notice.

## 18 TRANSFER OF RIGHTS AND OBLIGATIONS

- 18.1 GN reserves the right to assign all or part of the Contract at any time to any Group Company of GN which can sufficiently execute the obligations of GN under this Contract, subject to providing the Customer with prior written notice of such assignment. Any other assignment requires the prior written agreement of the Customer, which will not be unreasonably withheld.
- 18.2 This Contract will be binding on, and inure to the benefit of, the Parties and their successors and permitted assigns.
- 18.3 GN may subcontract the performance of any of its obligations under this Contract without the consent of the Customer. Any subcontracting by GN shall not relieve GN from any of its obligations to the Customer under this Contract. The Customer agrees and understands that it may need to interact directly with a subcontractor for ordering, provisioning or maintaining the subcontracted Services.

## 19 NOTICES

- 19.1 All notices given under this Contract shall be in writing, sent by prepaid post, personal delivery or email to the addresses below.
- (a) To GN:
    - (i) Post: at the address of GN's registered office shown on the Order Form and addressed to the CEO of GN.
    - (ii) Email: info@g.network or any alternative address that GN notifies to the Customer.
  - (b) To the Customer:
    - (i) Post: at the Customer's registered office address shown on the Order Form.
    - (ii) Email: the Customer's e-mail address shown on the Order Form.

19.2 The following table sets out the respective deemed time and proof of service for notices service in the ways set above:

Manner of delivery	Deemed time of delivery	Proof of service
Prepaid first class recorded delivery domestic postal service	9:00am on the second Working Day after posting or at the time and date recorded by the delivery service.	properly addressed prepaid and posted.
Personal delivery	On delivery, provided delivery is between 9:00am and 5:00pm on a Working Day. If not, then 9:00am on the first Working Day after personal delivery.	properly addressed and delivered.
email	9:00am on the first Working Day after sending.	despatched in a legible and complete form to the correct email address without any error message provided that a confirmation copy of the email is sent to the recipient by prepaid first class domestic postal service in the manner set out above. Failure to send a confirmation copy will invalidate the service of any email transmission.

## 20 LAW AND JURISDICTION

- 20.1 This Contract and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) shall be governed by the laws of England and Wales.
- 20.2 All disputes or claims arising out of or relating to this Contract shall be subject to the exclusive jurisdiction of the English and Welsh Courts to which the Parties irrevocably submit.

## 21 MISCELLANEOUS PROVISIONS

- 21.1 **Entire Agreement:** This Contract and all documents annexed to it contains the entire agreement between the Parties with respect to its subject matter and supersedes any prior arrangement, understanding or written or oral agreements between the Parties in relation to such subject matter.
- 21.2 **Acknowledgement:** The Parties acknowledge that this Contract has not been entered into wholly or partly in reliance on, nor has either Party been given any statement, promise, representation, warranty or other assurance not expressly incorporated into this Contract. All warranties, conditions, terms and representations not set out in this Contract whether implied by statute or otherwise are excluded to the extent permitted by law.
- 21.3 **No Waiver:** Except as otherwise specifically provided in this Contract, no failure to exercise, or delay in exercising, any right, power or privilege set forth in this Contract will operate as a waiver of any right, power or privilege. Any waiver of any breach of this Contract shall be in writing. The waiver by either party of any breach of this Contract shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.
- 21.4 **Severance:** If any provision of the Contract is held to be invalid or unenforceable, it will be severed from the Contract, the remaining provisions will remain in full force and effect and the Parties will promptly negotiate a replacement.
- 21.5 **Survival of Obligations:** The Parties' rights and obligations, which, by their nature would continue beyond the termination or expiration of this Contract, will survive termination or expiration of this Contract.
- 21.6 **Rights of Third Parties:** Other than any Group Company of GN (who will each have the right to enforce the terms of this Contract), a person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
- 21.7 **Data Protection:** GN will comply with its obligations under the Data Protection Act 1998 and the General Data Protection Regulation.
- 21.8 **Capacity:** Each Party warrants that it has the necessary rights, licences and permissions to enter into and perform its obligations under the terms of this Contract.
- 21.9 **Customer Satisfaction Surveys:** The Customer agrees to co-operate with the reasonable requirements of GN in relation to customer satisfaction surveys organised by or on behalf of GN.

# G.NETWORK

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