



HULL FIBRE

Subscription Agreement

This agreement is entered into as of the last date signed by the parties (the "Effective Date") between Hull Fibre, [whose principal place of residence is at / a United Kingdom corporation with its principal place of business at United Kingdom] (the "Hull Fibre Limited") and Customer, [whose principal place of residence is at / a property as defined by the customer with its principal place of business at the customer address] (the "The Customer").

(The capitalised terms used in this agreement, in addition to those above, are defined in section "DEFINITIONS".)

1 Subscription

Hull Fibre Limited shall provide The Customer with the subscription for the provision and supply of Fibre Optic broadband.

2 Installation & Maintenance inc. Access

2.1 Installation, Maintenance & Access

The Customer will be required to allow reasonable access to their property for Hull Fibre Ltd and their associated suppliers to inspect, install and fault find all aspects in relation to the supply of fibre internet. An initial survey will be required, and then a complete installation will be carried out at an agreed date between Hull Fibre Ltd & The Customer. After the installation has taken place and services are active, Hull Fibre Ltd will inform The Customer within 24 hours of a requirement to visit for maintenance for to resolve faults in the system. Withholding access may result in charges being passed onto The Customer. The Customer agrees to pay all charges and costs due to failure to provide access.

3 Fees

The Customer shall pay Hull Fibre Limited a monthly subscription fee as specified by the chosen service package by the customer for the Fibre Broadband Subscription provided under this agreement.



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4 Payment

The Customer shall pay the Monthly Fee to Hull Fibre Limited

1. due on 1st of each month,
2. in immediately available funds, and
3. to the account Hull Fibre Limited lists immediately below:
Account Number :09821994
Sort Code: 608371
4. The customer to use their Hull Fibre account number as the reference.

5 Term

5.1 Initial Term

The initial term of this agreement will begin on the Effective Date and continue for the chosen term length, as specified by the customer, unless terminated earlier (the "Initial Term"). The customer is entitled to a statutory 14 days cooling off period from the date of signing up. The cooling off period only applies to customers who signed up via telephone or website. The 14 day cooling off period does not apply to those who sign up with an agent in person.

5.2 Automatic Renewal

Subject to paragraph "ELECTION NOT TO RENEW", at the end of each Term this agreement will automatically renew for a renewal term of 12 months, unless terminated prior to term end date. ("Renewal Term").

5.3 Election Not to Renew

Either party may elect not to renew this agreement, by providing notice to the other party at least 30 Business Days' before the end of the Term.



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5.4 Term Definition

"Term" means either the Initial Term or the then-current Renewal Term.

6 Representations

6.1 Existence

The parties are corporations incorporated and existing under the laws of the jurisdictions of their respective incorporation.

6.2 Authority and Capacity

The parties are over 18 years of ages and have the authority and capacity to enter into this agreement.

6.3 Execution and Delivery

The parties have duly executed and delivered this agreement.

6.4 Enforceability

This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties in accordance with its terms.

6.5 No Conflicts

Neither party is under any restriction or obligation that may affect the performance of its obligations under this agreement.

6.6 No Infringement

Neither party's provision or use of the Fibre Broadband Subscription violates the Intellectual Property rights of any third party.



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7 Service Levels

7.1 Standards and Schedules

Hull Fibre Limited will use commercially reasonable efforts to provide the Fibre Broadband Subscription to The Customer.

7.2 ForceMajeure

Hull Fibre Limited will not be liable for its failure to meet standards or schedules caused by circumstances beyond Hull Fibre Limited's reasonable control.

8 Support Services

8.1 Initial Support

For the duration of the agreement, beginning on the Effective Date, and at Hull Fibre Limited's own expense, Hull Fibre Limited shall provide The Customer with

1. telephone or electronic support during Hull Fibre Limited's normal business hours in order to help The Customer identify and correct problems with the Fibre Broadband Subscription, and
2. internet-based support system generally available seven days a week, 9am – 8pm

9 Use of Data

9.1 Collection and Use of Data

Hull Fibre Limited may collect and use The Customer's Data only for the purpose of providing and improving the Fibre Broadband Subscription.

9.2 Non-Disclosure

Hull Fibre Limited will not disclose any of The Customer's Data in any form that personally identifies The Customer.



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10 Late Payments

10.1 Right to Suspend

If The Customer fails to make payments when due [three] times over any [Three]-month period, Hull Fibre Limited may suspend the Fibre Broadband Subscription until The Customer pays all outstanding fees.

10.2 Late Payments Charges

Any amount not paid when due will bear a late payment fee of £12 per missed payment.

11 Compliance with Laws

Each party shall comply with all applicable Laws [relating to "SUBJECT MATTER OF THE AGREEMENT"].

12 Confidentiality

12.1 Confidentiality Obligation

The receiving party shall hold in confidence all Confidential Information disclosed by the disclosing party to the receiving party.

12.2 Use Solely for Purpose

A receiving party may only use the Confidential Information according to the terms of this agreement[and solely for the Purpose].

12.3 Non-Disclosure

The Customer may not disclose Confidential Information[, the existence of this agreement, the Transaction, or the Purpose] to any third party, except to the extent

1. permitted by this agreement,



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2. Hull Fibre Limited consents in writing, or
3. required by Law.

12.4 Notice

The Customer shall notify Hull Fibre Limited if it

1. is required by Law to disclose any Confidential Information, or
2. learns of any unauthorised disclosure of Confidential Information.

13 Intellectual Property

Except for rights expressly granted under this agreement,

1. nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party, and
2. each party will retain exclusive interest in and ownership of its Intellectual Property developed before this agreement or developed outside the scope of this agreement.

14 Termination

14.1 Termination on Notice

Either party may terminate this agreement for any reason on 30 Business Days' notice to the other party in the final 3 months of the agreed term. However once a term has started the customer may incur costs totalling the remaining contract value and or early termination fees.

14.2 Termination for Material Breach

Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if

1. the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and



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2. the failure, inaccuracy, or breach continues for a period of 45 Business Days' after the party delivers notice to the breaching party reasonably detailing the breach.

14.3 Termination for Failure to Pay

Hull Fibre Limited may terminate this agreement with immediate effect by delivering notice of the termination to The Customer if The Customer fails to pay the monthly Subscription Fee on time [three] times over any 3 month period.

15 Suspension` of Subscription for Non-Payment

15.1 Right to Suspend

Hull Fibre Limited may suspend its provision of the Fibre Broadband Subscription if The Customer fails to timely pay a monthly Subscription Fee if

1. within [Five] Business Days' of the payment being due, Hull Fibre Limited notifies The Customer of the failure to pay, and
2. The Customer does not make the payment within [30] Business Days' after receiving Hull Fibre Limited's notice.

15.2 Resumption of Subscription

Hull Fibre Limited shall resume providing the Fibre Broadband Subscription once The Customer pays all outstanding Subscription Fees.

15.3 No Liability During Suspension

Hull Fibre Limited will not be liable to The Customer for any liabilities, claims, or expenses arising out of the suspension of the Fibre Broadband Subscription under this section.

16 Effect of Termination

16.1 Refund Subscription Fees



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Hull Fibre Limited shall immediately refund to The Customer any prepaid Subscription Fees covering the remainder of the term of all subscriptions after the effective date of termination.

16.2 Pay Outstanding Subscription Fees

The Customer shall immediately pay to Hull Fibre Limited all Subscription Fees outstanding as of the date of, and any amounts outstanding as a result of, termination.

17 Indemnification

17.1 Indemnification by Hull Fibre Limited

1. **Indemnification for Infringement Claims.** Subject to paragraph "EXCLUSIONS", Hull Fibre Limited (as an indemnifying party) shall indemnify The Customer (as an indemnified party) against all losses and expenses arising out of any proceeding
 - i. brought by either a third party, and
 - ii. arising out of a claim that the Fibre Broadband Subscription infringe the third party's Intellectual Property rights.

17.2 Mutual Indemnification

Each party (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses arising out of any proceeding

1. brought by either a third party or an indemnified party, and
2. arising out of the indemnifying party's willful misconduct or gross negligence.

17.3 Notice and Failure to Notify

1. **Notice Requirement.** Before bringing a claim for indemnification, the indemnified party shall
 - i. notify the indemnifying party of the indemnifiable proceeding, and



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- ii. deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.
2. **Failure to Notify.** If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.

17.4 Exclusive Remedy

The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section "INDEMNIFICATION".

18 Limitation on Liability

Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

19 Definitions

"Business Day" means a day other than a Saturday, a Sunday, or any other day on which the principal banks located in United Kingdom are not open for business.

"Confidential Information" means all material, non-public, business-related information, written or oral, whether or not it is marked as confidential, that is disclosed or made available to the recipient, directly or indirectly, through any means of communication or observation by the disclosing party or any of its affiliates or representatives.

"Data" means all of The Customer's data and information submitted and received through the use and provision of the Fibre Broadband Subscription.

"Effective Date" is defined in the introduction to this agreement.



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"Intellectual Property" means any and all of the following in any jurisdiction throughout the world

1. trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing,
2. copyrights, including all applications and registrations related to the foregoing,
3. trade secrets and confidential know-how,
4. patents and patent applications,
5. websites and internet domain name registrations, and
6. other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).

"Permits" means all material licenses, franchises, permits, certificates, approvals, and authorizations, from Governmental Authorities necessary for the ownership and operation of the party's business.

"Restricted Period" is defined in section "CONFIDENTIALITY OBLIGATIONS".

"Subscription" is defined in section "SUBSCRIPTION".

"Subscription Fee" is defined in section "SUBSCRIPTION FEES".

"Taxes" includes all taxes, assessments, charges, duties, fees, levies, and other charges of a Governmental Authority, including income, franchise, capital stock, real property, personal



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property, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, transfer, sales, use, excise, gross receipts, value-added and all other taxes of any kind for which a party may have any liability imposed by any Governmental Authority, whether disputed or not, any related charges, interest or penalties imposed by any Governmental Authority, and any liability for any other person as a transferee or successor by Law, contract or otherwise.

"Term" is defined in section "TERM".

20 Entire Agreement

The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement,

1. represent the final expression of the parties' intent relating to the subject matter of this agreement,
2. contain all the terms the parties agreed to relating to the subject matter, and
3. replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.

21 Amendment

Hull Fibre Limited may amend the terms and conditions of this agreement at any time by reasonable notice, including without limitation by posting revised terms on its website at the URL www.hull-fibre.co.uk.

22 Assignment.

The Customer may not assign this agreement or any of its rights or obligations under this agreement without Hull Fibre Limited's prior written consent. Hull Fibre Limited may assign this agreement or any of its rights and obligations under this agreement, effective upon Notice to The Customer,

1. to any subsidiary or affiliate, or
2. in connection with any sale, transfer, or other disposition of all or substantially all of its business or assets but only if the assignee assumes all of Hull Fibre Limited's obligations.



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23 No Third-Party Beneficiaries

Unless explicitly stated otherwise elsewhere in this agreement, no Person other than the parties themselves has any rights or remedies under this agreement.

24 Notices

1. **Method of Notice.** The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) fax][, or (v) electronic mail] to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.
2. **Receipt of Notice.** A notice given under this agreement will be effective on
 - i. the other party's receipt of it, or
 - ii. if mailed, the earlier of the other party's receipt of it and the [fifth] business day after mailing it.

25 Severability

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

26 Waiver

1. **Affirmative Waivers.** Neither party's failure or neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.
2. **Written Waivers.** A waiver or extension is only effective if it is in writing and signed by the party granting it.
3. **No General Waivers.** A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.
4. **No Course of Dealing.** No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

27 Force Majeure



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1. **No Liability.** Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
2. **Best Efforts to Cure.** In the event of a threatened default or default as a result of any cause beyond its reasonable control, the defaulting party shall nonetheless exercise its best efforts to avoid and cure such default.
3. **Right to Terminate.** In the event such an event prevents performance thereunder for a period in excess of ninety (90) days, then the non-defaulting party may elect to terminate this Agreement and/or cancel or suspend any Purchase Orders thereunder by a written notice to the defaulting party.

28 Governing Law

This agreement shall be governed, construed, and enforced in accordance with the laws of the United Kingdom, without regard to its conflict of laws rules.

29 Legal Fees

If either party brings an Action to enforce their rights under this agreement, the prevailing party may recover its expenses (including reasonable Legal fees) incurred in connection with the Action and any appeal from the losing party.

30 Counterparts

1. **Signed in Counterparts.** This agreement may be signed in any number of counterparts.
2. **All Counterparts Original.** Each counterpart is an original.
3. **Counterparts Form One Document.** Together, all counterparts form one single document.

31 Interpretation

1. **References to Specific Terms**
 - i. **Accounting Principles.** Unless otherwise specified, where the character or amount of any asset or liability, item of revenue, or expense is required to be determined, or any consolidation or other accounting computation is required



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to be made, that determination or calculation will be made in accordance with the generally accepted accounting principles defined by the professional accounting industry in effect in the United Kingdom.

- ii. **Currency.** Unless otherwise specified, all GBP amounts expressed in this agreement refer to British currency.
 - iii. **"Including."** Where this agreement uses the word "including," it means "including without limitation," and where it uses the word "includes," it means "includes without limitation."
 - iv. **"Knowledge."** Where any representation, warranty, or other statement in this agreement, or in any other document entered into or delivered under this agreement,] is expressed by a party to be "to its knowledge," or is otherwise expressed to be limited in scope to facts or matters known to the party or of which the party is aware, it means:
 - a. the then-current, actual knowledge of the directors and officers of that party, and
 - b. the knowledge that would or should have come to the attention of any of them had they investigated the facts related to that statement and made reasonable inquiries of other individuals reasonably likely to have knowledge of facts related to that statement.
 - v. **Statutes, etc.** Unless specified otherwise, any reference in this agreement to a statute includes the rules, regulations, and policies made under that statute and any provision that amends, supplements, supersedes, or replaces that statute or those rules or policies.
2. **Number and Gender.** Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.
 3. **Headings.** The headings used in this agreement and its division into sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.
 4. **Internal References.** References in this agreement to sections and other subdivisions are to those parts of this agreement.
 5. **Calculation of Time.** In this agreement, a period of days begins on the first day after the event that began the period and ends at 5:00 p.m. GMT London Time on the last



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day of the period. If any period of time is to expire, or any action or event is to occur, on a day that is not a Business Day, the period expires, or the action or event is considered to occur, at 5:00 p.m. GMT London Time on the next Business Day.

6. **Construction of Terms.** The parties have each participated in settling the terms of this agreement. Any rule of legal interpretation to the effect that any ambiguity is to be resolved against the drafting party will not apply in interpreting this agreement.
7. **Conflict of Terms.** If there is any inconsistency between the terms of this agreement and those in any schedule to this agreement or in any document entered into under this agreement, the terms of [this agreement/Hull Fibre Terms of Service] will prevail. The parties shall take all necessary steps to conform the inconsistent terms to the terms of [this agreement / Hull Fibre Terms of Service.

This agreement has been signed by the parties.

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Customer

Full Name:

Full Name:

Title:

Title:

Date:

Date:

Signature:

Signature:

