

TERMS AND CONDITIONS

For installation of cables and boxes to deliver a fibre connection

1. Introduction

1.1 This agreement is for Open Infra to install fibre in your property. Open Infra will only do this work if enough people in your area also want to have fibre installed as Open Infra also must install fibre in the public highways to connect all the properties. It is too expensive to do this unless enough people in an area want to have the fibre installed. So, after you have signed this agreement, installation may not happen. The amount of premises needed to start building in an area will be accounted for in the beginning of the sales period.

1.2 If installation goes ahead, to receive broadband and other digital services, you will also need to enter separate terms with your chosen internet service provider. By signing this agreement, you commit that you will enter separate terms with the internet service provider provided by Open Infra who work with Open Infra on their terms.

2. Who we are

2.1 Open Infra Ltd, company registration number 13470538 ("Supplier") lays fibre optic cable and related equipment both through digging down new ducts and through using underground and overhead PIA systems to deliver higher speed broadband connections to houses and businesses.

2.2 These General Terms and Conditions, together with the Order signed by the customer (together the "Agreement") are agreed between the customer, whose name and other information are stated in the Order ("Customer") and the Supplier.

2.3 These General Terms and Conditions consist of two parts: this section with General Provisions that apply to all Customers, and the section 'Special provisions' below that apply to the types of customers specified in each section.

2.4 For any questions about anything in this Agreement, the services or to make a complaint, the Supplier can be contacted in the following ways: Contact information Supplier: Open Infra Ltd: Two Snowhill, Birmingham, B4 6WR, United Kingdom. Website: uk.openinfra.com E-mail: info.uk@openinfra.com Telephone Number: +44 121 318 7563

3. Definitions

Building Decision: means the Supplier has determined, at its sole discretion, that it has obtained enough interest from other customers in the area around the Premises for it to be commercially viable for the Supplier to install fibre in that area.

Commissioning: the date nominated by the Supplier when the Customer can order and receive Digital Services.

Delivery Point: the point agreed between the Supplier and the Customer: of the entry point where Open Infra shall connect the cables from Open Infra's wider network into the Premises either through underground cable or overhead cable.

Delivery Project: the project for the installation of fibre optic cables and Equipment at the Premises which is described under Annex A of this Agreement.

Digital Services: services including telephone, broadband and television which use Open Infra's fibre network.

Effective Date: the date the Customer signs the Order.

Equipment: Facade box, fibre box and other equipment installed by the Supplier as part of the Delivery Project.

Premises: the property, building or area which is owned or occupied by the Customer where the Services will be carried out.

Order: means the Order for the Services signed by the Supplier and Customer.

Services: the activities necessary for the Supplier to provide the Delivery Project.

Service Provider: a third party that delivers Digital Services.

Service Packages: different options for Digital Services offered by Service Providers.

Website: www.openinfra.com.

4. BUILDING DECISION

4.1 This Agreement will be in force from the Effective Date. However, the Supplier will not deliver any Services until it has reached a Building Decision.

4.2 The Supplier will notify the Customer in writing when it reaches a Building Decision. The Supplier will then contact the Customer to arrange to visit the Premises to inform about the Delivery Point and agree on how to install the equipment needed to be connected to Open Infra's wider network.

5. Delivery Project and the Supplier's Responsibilities

5.1 The Supplier shall be responsible for:

a) obtaining all planning permissions necessary to carry out the Delivery Project in the surrounding areas that fall outside the boundary line of the Premises;

b) carrying out all works outside of the Premises necessary to enable the delivery of Digital Services to the Premises such as planning, mapping, laying cables, hanging cables, excavation and commissioning optical fibre cables;

c) carrying out the Delivery Project on the Premises from the Project Start Date including either hanging cable from street pole or excavation to lay cables and installation of the Equipment.

5.2 If excavation are needed on the premises, the Supplier will:

a) Try to restore the ground which has been dug to lay the cables, for example by relaying turf or paving stones. However, the Customer accepts that the finished look after excavation may not be exactly the same and that the Supplier is not a skilled supplier of turfing, paving, brickwork, tarmac or any other surfaces that cover land outside of residential buildings; and

b) try to repair any damage to walls affected by the Equipment installation at the premises. However, the Supplier shall not be responsible for re-painting any affected areas

5.3 The Supplier will provide regular updates to the Customer on the work being carried out via email or text message.

5.4 The Supplier may subcontract provision of some or all of the Services to a sub-contractor. However, the Supplier will remain liable for all acts and omissions of the sub-contractor.

5.5 Following completion of the Delivery Project, the Supplier shall notify the Customer when the Services and Open Infra's wider network has been Commissioned and the provision of Digital Services may commence, subject to the Customer having signed an agreement with a Service Provider.

6. Customer's Responsibilities And Commitments

6.1 The Customer is responsible for providing the Supplier the correct address and other contact and invoicing information. The Customer must update the Supplier promptly if any of this information changes.

6.2 By entering into this Agreement, the Customer warrants that either:

a) the Customer is the sole legal owner of the Premises and has all necessary consents, permissions, and authorisations for the Supplier to access the Premises and install the Equipment; or

b) where the Customer is the leaseholder of the Premises, the Customer has all necessary consents, permissions and authorisations from the freehold owner of the Premises for the Supplier to access the Premises and install the Equipment;

6.3 The Customer shall give the Supplier access to the Premises (inside and outside) to the extent required for the Delivery Project.

6.4 The Customer shall ensure that the Premises are kept clear of all items and objects which may cause obstruction to the Delivery Project.

6.5 The Customer acknowledges that the Supplier has explained, and the Customer agrees that:

a) installation of the Equipment will involve drilling into the walls of the Premises.

b) If overhead cable is not possible the laying of the cables involves digging up the ground between the Delivery Point and the house façade.

6.6 If excavation is needed on the premises to carry out the installation, It is the Customer's responsibility to tell the Supplier about any cables, pipes or other underground conduits which are not recorded on local authority searches. For example, this would include cabling that the Customer has laid privately for lights in its driveway or pipes and electrics for a water feature.

6.7 If the Customer wishes to reschedule the Project Start Date, the Customer shall provide the Supplier a minimum of [two (2) weeks'] written notice prior to the Project Start Date to rearrange the Project Start Date.

6.8 If the Customer fails to provide notice to rearrange the Project Start Date in accordance with clause 6.7 above, or if the Customer does not give the Supplier access to the Premises on two different agreed occasions, the Supplier may charge the Customer reasonable costs incurred by the Supplier for the Customer's failure to provide access to the Premises. Such reasonable costs can include (but are not limited to) costs relating to equipment and vehicle hire, personnel hire and administrative costs incurred by the Supplier to carry out the Delivery Project on the specified Project Start Date. If, despite the Supplier's reasonable efforts, the Supplier is unable to contact the Customer to gain access to the Premises within a period of [fourteen (14) days] of the agreed Project Start Date, the Supplier may terminate the Agreement by giving written notice to the Customer.

6.9 The Customer is responsible for arranging the supply of electricity to the Equipment.

7. Equipment

7.1 The Equipment provided to the Customer shall always remain the property of the Supplier and the Customer will have no right, title or interest in or to the Equipment.

7.2 The Customer may not carry out repairs or hire a third party to carry out repairs on the Equipment. If the Customer carries out the repairs or hires a third party to carry out the repairs on the Equipment, the Customer agrees that the warranties specified under clause 8.6 below shall not apply.

7.3 The Customer will be responsible for all losses that arise in connection with any damage or defect in the Equipment which occur because of the Customer's negligence, misuse, or breach of this Agreement, whether by the Customer or individuals connected to the Customer.

7.4 The Customer must immediately notify the Supplier in the event of any damage or defect in the Equipment arising out of or in connection with the Customer's possession or use of the Equipment.

7.5 The Supplier promises that the Equipment:

- a) is of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose.
- b) is free from design and other inherent defects.
- c) complies with all applicable laws.
- d) does not infringe the intellectual property rights of any third party; and
- e) is properly labelled, packaged, marked and will be properly packed and secured in such a manner so it reaches its destination undamaged and in good condition.

7.6 The Supplier promises to provide the Delivery Project:

- a) in accordance with the description set out
- b) with reasonable skill and care; and
- c) in accordance with all applicable laws.

8. Digital Services

8.1 The Customer acknowledges that the Delivery Project is provided to the Customer free of charge on the basis that the Customer signs an agreement with a Service Provider for Digital Services for a minimum period of 12 months.

8.2 All available Service Providers are listed on the Website. The list of Service Providers will change as they join with the Supplier to use the Open Infra network. Customer may choose any Service Package offered by any Service Provider on the Website. Each Service Provider has their own terms and conditions on which they offer Service Packages, which are separate from this Agreement.

8.3 [The Service Provider selected in the Customer's Order shall contact the Customer following the Building Decision to agree the Service Providers terms and conditions of service to carry out the Digital Services.]

8.4 The Supplier has no responsibility or liability for the Digital Services provided by the Supplier.

9. Fault reporting and complaints

9.1 The Supplier is responsible for maintaining and/or repairing the Equipment at the Premises.

9.2 In the event the Customer becomes aware that the Equipment needs maintenance and/or repairs, the Customer shall notify the Supplier, providing details (and where possible photographic evidence) of the issue.

9.3 Where the issue has been caused by a failure of the Supplier, the Supplier shall carry out the repairs and/or maintenance within a reasonable time at no additional cost to the Customer.

9.4 Where the Supplier itself becomes aware that the Equipment requires maintenance and/or repairs, the Supplier shall notify the Customer of the same and shall carry out the repairs within a reasonable time.

9.5 The Customer shall grant the Supplier access to the Premises on an agreed date so that the Supplier may carry out the maintenance and/or repairs.

9.6 If the Customer wishes to report errors or issues with the Delivery Project, the Customer shall notify the Supplier of this within a reasonable time, and no later than within six (6) months, after the Customer has noticed or should have noticed the error. Complaints should be made in writing to the Supplier's customer service, on the contact information in clause.

10. Fees

10.1 Subject to the Customer signing an agreement for Digital Services with a Service Provider for a minimum period of 12 months, the Supplier shall perform the Delivery Project and provide the Equipment free of charge to the Customer.

11. Term and Termination

11.1 Following the date of the Building Decision, the Agreement shall continue until the end of the Delivery Project.

11.2 The Customer may terminate the Agreement by providing [2] weeks written notice to the Supplier if:

a) The Supplier commits a material breach of its obligations under the Agreement and fails to rectify such breach within 30 days after written notice (if such breach is rectifiable);

b) the Supplier becomes subject to insolvency proceedings; or

c) subject to clause 11.3 below, the Customer, for any reason, no longer wishes to proceed with the Delivery Project.

11.3 Where the Customer chooses to terminate the Agreement in accordance with clause 11.2(c) of this Agreement, the Customer shall be liable to pay all reasonable costs incurred by the Supplier up to and including the effective date of termination. For the avoidance of doubt, all reasonable costs shall include any costs attributable to equipment hire, vehicle hire, personnel hire and time and materials spent by the Supplier on the Delivery Project following the Excavation Start.

11.4 The Supplier can terminate the Agreement by serving notice in writing, if:

a) the Customer seriously breaches any of its obligations under the Agreement and fails to rectify such breach within 30 days after written notice, (if such breach is rectifiable); or the Customer becomes subject to bankruptcy or insolvency proceedings.

11.5 On any termination of this Agreement, the Supplier shall be entitled, but not required, to remove the Equipment from the Customer's Premises and the Supplier shall make good the Premises following removal of the Equipment (fair wear and tear accepted).

12. Limitation of liability

12.1 The Supplier will only be liable for any losses which the Customer suffers as a direct result of the Supplier's breach of this Agreement, and which are reasonably foreseeable. The Supplier is not liable for any other losses.

12.2 This Agreement does not exclude or limit the Supplier's liability for: death or personal injury caused by the Supplier's negligence; or fraud; or fraudulent misrepresentation; or any matter which it would be illegal for the Supplier to exclude or attempt to exclude the Supplier's liability.

13. Personal Data

13.1 The Supplier processes personal data in accordance with applicable laws and regulations. The Supplier is responsible for all the personal data that it processes in connection with this Agreement. The Customer can find more information on their rights as well as how the Supplier processes the Customer's personal data in the Supplier's Privacy Policy, which is available on the Website and attached at Annex C.

14. Transfers

14.1 Only the Customer has any rights under this Agreement. No other person shall have any rights under the Agreement.

14.2 The Supplier may transfer its rights and obligations under the Agreement to another company within the same group or to a third party that the Supplier asks to fulfill any of its obligations under the Agreement so long as the performance of this Agreement is not affected.

14.3 The Customer may transfer its rights and obligations under the Agreement but may only do so if the Customer gives the Supplier written notice and the Supplier agrees to this in writing.

14.4 In the event that the Customer moves out of the Premises or any other circumstance that affects the Agreement between the parties, the Customer must immediately notify the Supplier in advance and apply in writing for the transfer of the Agreement to a new customer. The Customer's application to change the contracting party will be approved by the Supplier unless there is a good reason for the Supplier not to approve, such as failure of a credit test.

15. Changes or additions

15.1 Any amendments to this Agreement must be in writing and signed by the Customer and competent representative of the Supplier.

16. Information on right of withdrawal

16.1 the Customer has the right to withdraw from the Agreement without giving any reason within 14 days following the Effective Date. If the Customer wishes to exercise the right of withdrawal, the Customer must send the Supplier written notice that clearly specifies that the Customer wishes to redraw from the Agreement. The effect of the right of withdrawal exercised is that the Customer's and the Supplier's obligation to fulfill the Agreement expires.

17. Notices

17.1 Any notices sent under this Agreement must be in writing. Notice by email is deemed to be in writing.

17.2 The Customer shall send written notices to the Supplier's address at Two Snowhill, Birmingham, B4 6WR, United Kingdom, or by email at info.uk@openinfra.com.

17.3 The Supplier shall send written notices to the Customer's Premises specified under the Order or by email to the email address specified under the Order.

18. Language

18.1 This Agreement and all communications between the Supplier and the Customer will be in English. No other languages will apply to this Agreement.

19. Disputes

19.1 Disputes concerning the Agreement shall in the first instance be resolved amicably between the Supplier and the Customer. If the Customer has any complaints about the Website, any terms under the Agreement, the Supplier should contact customer services at [insert email address] and the Supplier will try to resolve it as soon as possible. If this is not possible, the Customer can seek to take legal action against the Supplier. If the Customer wishes to take legal action against the Supplier, this should be in the English courts. This Agreement shall be governed by the laws of England and Wales.

Special provisions

20. Using underground and overhead PIA systems through Open Reach will be the main plan for every project to have as little disturbance as possible. But where PIA are not possible building the network through digging down new ducts will be necessary. Customer with land on which excavation is to take place for the Customer's receipt of fibre connection

20.1 The Supplier will place the fibre cable from the active node to the Delivery Point. The Supplier will consult with the Customer about the route of the fibre cable across the Customer's Premises. The Customer is responsible for considering the disturbance that will be caused to shrubs, trees, driveways and other structures and the like on the Premises when determining the fibre cable route. The Supplier shall be responsible for investigating the location of external underground electricity, telecommunications, water mains, drains and any other pipes or conduits, poles, or cables at the Premises and surrounding locations. The Customer shall be responsible for providing the Supplier specific details of the location of internal electricity wires and underground electricity, telecommunications, water mains, drains and any other pipes or conduits, poles, or cables at the Premises. The Customer must sign off on the approved route for the fibre cable between the Delivery Point and the façade. Provided that the Supplier installs the route as approved by the Customer, the Supplier shall not be liable for any damage to the Customer's Premises caused due to the placement of the fibre cable, other than the Supplier shall be liable to repair or replace any external underground electricity, telecommunications, water mains, drains and any other pipes or conduits, poles, or cables damaged at the Customer's Premises during the installation of the fibre cable.

20.2 Where the Supplier needs access to adjacent properties to the Premises to carry out the installation of the Fibre cable, the Supplier shall be responsible for obtaining consent from owners of the adjacent properties to carry out the Delivery Project.

20.3 After digging and laying the cable, the Supplier will backfill the holes created with existing soil excavated from the hole to a reasonably flat surface. The Supplier shall be responsible for sowing

newgrass, replanting shrubs, trees, or other vegetation, laying back tiles, gravel or asphalt, restoring wooden decking, fencing, trellis or performing other similar surface recovery.

20.4 The Supplier is responsible for installation of cable protection, drilling, implementation and sealing the fibre cable in the outer wall of the building. The decision on the location for drilling in the building shall be agreed between the Supplier and the Customer.

20.5 If the Customer chooses not to have an outdoor mounted façade box or if the nature of the building or Premises does not allow the installation of such a box, the Supplier shall charge a fee on £105 for installation without a facade box as stated from time to time on the Website.

20.6 The fibre cables and pipes that enclose them may not be used by the Customer for other purposes or for cables or wires other than those covered by the Agreement. The Supplier always owns all fibre cable and related pipes. The Customer gives the Supplier the exclusive right to use fibre cables and related pipes for the delivery of Digital Services.

21. Special conditions for customers in multi-family houses

21.1 For the fibre connection, twenty (20) meters are included inside the Customer's home cabling