



# **seethelight: Business Terms and Conditions**

## 1. Introduction

1.1 This Agreement sets out the terms by which seethelight agrees to provide the Services to your business.

1.2 This Agreement comprises of the following:

1.2.1 The Order;

1.2.2 These Terms which set out the terms and conditions pursuant to which we will provide the Services to your Premises;

1.2.3 The seethelight Privacy Policy which is available at [www.seethelight.co.uk/privacy](http://www.seethelight.co.uk/privacy);

1.2.4 The seethelight Service plans and tariffs which are also available at [www.seethelight.co.uk/documents](http://www.seethelight.co.uk/documents); and

1.2.5 The seethelight Acceptable Use Policy which is available at [www.seethelight.co.uk](http://www.seethelight.co.uk).

Please note that, in this document, reference to “we”, “us”, “our” and seethelight denotes Independent Fibre Retail Limited, trading as “seethelight”, a BUUK Infrastructure Group Company, Registered number 07443511, whose registered address is Energy House, Woolpit Business Park, Windmill Avenue, Woolpit, Bury St. Edmunds, Suffolk IP30 0UP and “you”, “your” denotes you, the business customer. Reference to the “parties” means both seethelight and you, the business customer.

## 2. Description of the Services

2.1 A description of all of the services which we offer is available on the Site.

2.2 This Agreement applies to the provision of any of the following services to you by seethelight (the “Services”):

2.1.1 “Combined Services” which means the provision of combined Data and Voice Services, including the features and functionality in relation to your chosen package as described on the Site.

2.1.2 “Data Services” which means the business broadband internet and data services as described on the Site (which can be provided as a standalone service or as part of the Combined Services), including the features and functionality in relation to your chosen package as described on the Site;

2.1.3 “Voice Service” which means the business voice and telephone services described on the Site (which can be provided as a standalone service or as part of the Combined Services), including the features and functionality in relation to your chosen package as described on the Site; and

2.1.4 “Additional Service(s)” which means any supplementary services and features provided by us to you in connection with the Services.

## 3. Your Order And Important Service Information

3.1 By signing up to our Services, you understand and agree that the Services may not offer all of the features you may expect from a traditional phone line and may sometimes be unavailable as a result of things over which we have no control, for example, power supply disruptions. In return for the payment by you to us of the Monthly Cost, you are provided with Network Terminating Equipment (“NTE”). You must, under Normal Conditions, maintain a mains (240 volt AC) power supply to the NTE in the Premises and any

other Equipment we supply in order to use the Services. Your attention is specifically drawn to the Services description on our Site and in our Code of Practice, which can be found on the Site, and which describes both our Voice and Data Services and any limitations that may exist.

3.2 This Agreement commences on the date that seethelight first accepts your Order, continues for the Minimum Period and will continue thereafter until brought to an end by either you or us in one of the ways set out in these Terms.

3.3 Acceptance of your Order will take place on the date on which an authorised representative of seethelight accepts your Order. You acknowledge that, following acceptance of your Order, we will send you our order confirmation by letter or email. Please note that orders for the Services are accepted at our sole discretion.

3.4 You acknowledge that, in order to receive the Services, the Premises must be located in an area where the Network is available. We will confirm the availability of the Network to you before accepting your Order.

3.5 The confirmation letter or email provided to you under Clause 3.3 will contain your Target Activation Date for the Services and the telephone number(s) allocated to your account. The Target Activation Date is a target only and the actual date of activation will depend on a number of factors. Accordingly, any activation dates provided to you, including the Target Activation Date, are estimates only and you agree that we will not be liable to you for a failure to meet any activation date.

3.6 During Normal Conditions 999/112 public emergency call services can be accessed from the Voice Services. However, you understand and acknowledge that there may be some limitations as set out in the following paragraphs:

3.6.1 During a Service Outage or a power failure, where a battery back-up is no longer available, access to 999/112 public emergency call services may not be available.

3.6.2 For the phone line(s) in relation to which you contract with seethelight for the Voice Services, your location will be registered as a part of subscribing to the Telephone Service. This is necessary for billing purposes and for emergency operators and authorities to identify your location and phone number if you dial 999/112.

3.6.3 If seethelight suspends the Services under this Agreement, you will still be able to dial 999/112.

3.6.4 Number portability may not be available with the Voice Services. If you move your Voice Services to or from seethelight or to or from another provider you may not be able to keep your telephone number. seethelight will not process a number porting request, unless your account is completely current, including payment for all Charges including any applicable Cancellation Charges. Please note that the details of the battery back-up in relation to the Voice Services are set out in the Code of Practice.

## 4. Conditions Of Use

The Services are provided on the following terms:

4.1 Your Information: You acknowledge that the information you provide to us in your Order will be relied upon by us for the provision of the Services. If there is any change in the information provided by you in the Order or if the information provided by you is incorrect, you agree to notify us immediately by contacting Customer Services. Notwithstanding any other provision of this Agreement, if any information provided by you is false or inaccurate, we will be entitled to cancel this Agreement by giving notice to you.

4.2 Business Use: The Services are provided for use by business customers. Therefore, you must ensure that the Services are not used for personal use.

4.3 Your Telephone Number:

4.3.1 We will use reasonable endeavours to transfer your existing telephone number to your account provided you give us details of this at the time you place your Order. An administration charge may be incurred for the transfer of your number.

4.3.2 In respect of the telephone number, you agree that:

(a) You do not own that telephone number and that you will not transfer it to anyone else or try to do so;

(b) We may change your telephone number where it is reasonably necessary to do so. We will give you as much notice as we can before any change.

4.4 Internet Acceptable Use Policy (AUP): Whilst there are no specific monthly usage allowances on the Data Services, the provision of the Data Services to you is subject to our AUP and we reserve the right to impose download limits at any time, or suspend or terminate your access to the Data Services, if we reasonably believe that your use constitutes a breach of our AUP. seethelight reserves the right to modify the AUP at any time. Any changes will take effect when posted on our Site and on your account front page.

4.5 Monitoring: If requested to do so by a government or law enforcement body, seethelight may monitor communications using the Services including, without limitation, any content or material transmitted over the Services.

4.6 Moving Premises:

4.6.1 This Agreement covers the provision of the Services to the Premises.

4.6.2 If you intend to move from the Premises and want to transfer your account to your new premises, it is your responsibility to notify us at least twenty (20) Business Days in advance before your move, in order for us to try to arrange to move your Services to your new premises. Provision of the Services at your new premises is subject to availability of Network coverage.

4.6.3 Following receipt of notice from you under this Clause 4.6, we will advise you if it is possible to transfer the Services to your new premises. If we can transfer the Services, we will arrange for the Services to be transferred to your new premises. If we continue to provide the Services to you at your new premises under this Agreement, you will be subject to a new Minimum Period which shall start on the date we start providing Services at your new premises. Details of what to do when

you change premises can be found on the Site.

4.6.4 If you move during the Minimum Period and we are unable to activate the Services, due to a lack of seethelight Network coverage, for any reason at your new address, your Services will be cancelled. However, subject to providing us with reasonable evidence of the change of address, you will not be charged a Cancellation Charge or have to pay the fees for the remainder of the Minimum Period, provided that you return the Equipment to us (in the same condition as when it was provided to you, except for fair wear and tear only) within ten (10) Business Days of the cancellation at your cost. We will assist you if you want to move your telephone number onto another provider network (number porting). However, please note that, under some circumstances, number portability may not be possible.

4.6.5 If you move to a new address where there is no active connection to the Network and we transfer your account to your new premises, you will be charged a Connection Fee and you agree to pay such charge in accordance with Clause 10.

4.7 Security: seethelight cannot guarantee internet security and strongly recommends that you make use of additional security products such as firewalls and anti-virus software due to the “always-on” nature of the Data Services. We do not guarantee the security of the Data Services against unlawful or unauthorised access or use. You understand and agree that access to and use of the Data Services is at your own risk.

4.8 Line Speed and Performance: You acknowledge that the actual speed and performance of the service you experience in connection with the Services will depend on a number of factors, some of which are outside of our control. As such, we cannot guarantee that maximum transmission speeds can be obtained at any time for our Data Service; nor can we guarantee that, where you are eligible to receive a speed upgrade, the upgrade can be successfully completed within the indicated timelines. However, we will use our reasonable endeavours to inform you of any issues, and attempt to resolve them, as soon as it is reasonably possible.

4.9 Service Announcements: seethelight reserves the right to email service announcements to you in connection with the Services.

4.10 Re-sale and re-supply: You agree that the Services are for the use of the business detailed in the Order and that you will not, without seethelight’s prior consent in writing, re-sell or re-supply the Services to others, free of charge, for money or equivalent value in monetary terms.

4.11 Equipment:

4.11.1 We agree to provide you with the Equipment as described on the Site.

4.11.2 Any Equipment which seethelight supplies to you shall remain our property or the property of our service providers, even though it is in your Premises and you agree to take good care of it. If you fail to do so, you will be responsible for and will pay to us on demand the costs of repair or replacement of the Equipment in the event that the Equipment is damaged. Responsibility for the Equipment shall pass to you on delivery of the Equipment to you and so you are responsible for all loss of, theft of, or damage to the Equipment provided to you.

4.11.3 You agree to notify us immediately by calling Customer Services if the Equipment used to access the Services is stolen or if you become aware of any unauthorised use of the Services. Failure to do so may result in you being liable for any losses arising as a result of such unauthorised use and suspension or termination of your Services.

4.11.4 You must not reconfigure or tamper with any Equipment supplied to you for the purpose of accessing the Services. In the event that you do reconfigure or otherwise tamper with any Equipment, we reserve the right to suspend or terminate the Services.

4.11.5 The Equipment must be kept and used in strict accordance with instructions issued by the manufacturer or us and must not be used in conjunction with other equipment not approved by the manufacturer or us. You are only permitted to use the Equipment to connect to the Network.

4.11.6 Apart from the Equipment, you are responsible for providing all equipment necessary to enjoy the benefit of the Services, including a telephone and computer, which must have appropriate specifications.

4.11.7 If any Equipment supplied to you by us is faulty, you must report the fault promptly by contacting Customer Services. If we agree with you that the Equipment is faulty, we will either (at our sole discretion):

- (a) rectify the fault in the Equipment; or
- (b) replace the Equipment at no additional cost to you provided that you have complied with your obligations under this Clause 4.11 and that the faulty Equipment is returned to us, at our cost, in accordance with our instructions, within twenty (20) Business Days of the date on which you reported the fault to Customer Services. If you do not comply with the conditions set out in this Clause 4.11.7, or (in our reasonable opinion) the fault is caused by abuse or negligence in relation to the Equipment while in your care you will be charged for and shall pay to us on the demand the cost of the replacement equipment.

#### 4.12 Installation Services

4.12.1 If you select the Installation Services in your Order, provided that you meet the requirements set out on the Site, we will provide the Installation Services to you in accordance with this Clause 4.12.

4.12.2 Following acceptance of your Order, we will contact you to agree an appointment time.

4.12.3 You must tell us at least 24 hours before your agreed appointment if you cannot make this time, otherwise we may charge you for a missed appointment. If we do not keep an appointment, you will not be charged for this appointment.

4.12.4 We will charge you the Installation Charge in relation to the Installation Services we provided to you and you shall pay the Installation Charge in accordance with Clause 10.

4.13 Interoperability: You will be responsible for interoperability between your local area network and servers and the Equipment provided by us to deliver the Services. We do not accept any responsibility for such interoperability or the performance or non-performance of any equipment in your local area network, your equipment or your servers.

4.14 Access to Premises: You agree to allow us reasonable access to your Premises if we need to carry out work on the Premises to provide the Services to you. You also agree to get any permission or authorisation needed from someone else if we have to cross their land or put our equipment on their premises in order to provide the Services to you.

4.15 Maintenance Service: If at any time there is a fault in relation to your Services and/or your Services are unavailable, you should contact Customer Services. If we fail to repair your Services, or fail to respond to the fault within two (2) Business Days of the date on which you reported the fault to Customer Services, you may be entitled to compensation and if such compensation is due to you it shall be deducted from the amount payable by you in relation to the relevant period. However, you will not be entitled to such compensation if the fault occurred as a result of a Force Majeure Event, or as a result of your interference with and/or failure to maintain the Equipment. Please contact Customer Services or visit the Site for further information on reporting a fault.

## 5. Use of the Services

5.1 You agree that you will use the Services in accordance with such instructions as we may notify to you from time to time and in accordance with all Applicable Laws. You are responsible for all activity and usage of the Services and for any breaches of this Agreement that may result. You must ensure that the Services are not used, whether by you or by anyone else, for any unlawful or fraudulent purposes.

5.2 You agree that you will not use the Services nor allow others to use the Services:

5.2.1 in contravention of our AUP (as amended from time to time);

5.2.2 in any way which is criminal, fraudulent or otherwise unlawful or is otherwise in contravention of any licence, IPR, privacy or other third party rights;

5.2.3 to make or send a communication which is defamatory, abusive, obscene, offensive, menacing or a nuisance (including hoax calls) or to cause annoyance or inconvenience;

5.2.4 to send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, obscene, menacing or otherwise unlawful or inappropriate;

5.2.5 in any way that in seethelight's reasonable opinion is likely to affect the quality of the Services provided by seethelight;

5.2.6 in any way which we believe is, or is likely to be, detrimental to us, to the provision of Services to you, to any of our customers or any other users of our Network; or

5.2.7 in a manner which may damage our reputation or the reputation of any of our Group Companies, the services provided by us or bring us, or any of our Group Companies, our services or our Network into disrepute.

5.3 If we provide you with usernames and passwords allowing you to access the Services, you agree that you are solely responsible for ensuring these are kept confidential and secure at all times. You must not attempt to change any seethelight username(s) provided. If you think that any seethelight username(s) or

password(s) provided has become known to any unauthorised person or may be used in an unauthorised way you must inform us immediately.

5.4 The IPR in any content, software or other materials (“seethelight Materials”) which we provide to you belongs to us or our suppliers. We grant you a licence to use the seethelight Materials in order to receive and enjoy the benefit of the Services, but you agree not to copy, modify or publish the seethelight Materials (although you may take one copy of any software to be kept and used as a back-up) and you agree not to supply the seethelight Materials to any other person.

## 6. Use Of The Site

6.1 You agree to only access and use the Site in accordance with this Agreement and in accordance with and subject at all times to all Applicable Laws. We reserve the right, without notice, at any time, and at our sole discretion, to suspend or discontinue your access to or use of our Site including in the event that such access or use would be unlawful under any Applicable Law.

6.2 You agree that you will be responsible for the content of and all information contained in your communications to our Site including, but not limited to, the lawfulness, truthfulness, decency and accuracy of such communications. You are also solely responsible for the use to which you put all information, data and results from our Site.

6.3 You acknowledge that you are responsible for using the correct log-in details when you use the Data Services.

## 7. Internet Acceptable Usage Policy

7.1 When accessing our Site, or using the Data Services, you must abide by our AUP, which can be found on our Site (<http://www.seethelight.co.uk/>). For information purposes only, a summary of our AUP is set out in Clause 7.2 and Clause 7.3. This summary should not be taken as the entire detail of our AUP.

7.2 When using the Data Services, or accessing our Site, you will not:

- 7.2.1 commit or encourage an unlawful act;
- 7.2.2 send, receive, upload, download, use or re-use any information or material which is unlawful, offensive, abusive, indecent, sexist, racist, hateful, harassing, defamatory, obscene or menacing, or in breach of confidence, privacy or any other rights;
- 7.2.3 insert or knowingly or recklessly transmit or distribute a virus;
- 7.2.4 seek unauthorised entry into the Data Services and/or the back office systems;
- 7.2.5 corrupt data;
- 7.2.6 circumvent, or attempt to seek to circumvent, any of the security safeguards of seethelight or any of its suppliers;
- 7.2.7 use the Data Services to cause annoyance, inconvenience or needless anxiety to subscribers or others;



7.2.8 send or provide any unsolicited advertising or other promotional material, commonly referred to as “spam” by email, webmail or by any other electronic means;

7.2.9 send email or any other type of electronic message with the intention or result of affecting the performance or functionality of any computer facilities;

7.2.10 use the Data Services in any way which, in seethelight’s reasonable opinion, is/or is likely to be detrimental to the provision of the Data Services to any other seethelight customer;

7.2.11 employ a misleading email address or name or falsify information in the header, footer, return path or any part of any communication, including without limitation any email transmitted through the Data Services;

7.2.12 directly or indirectly act or omit to act in any way which may infringe, damage or endanger any IPR (or any goodwill attaching thereto) which may now or in the future subsist in any part of the world of us or any third party;

7.2.13 impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; or

7.2.14 permit any third party to do any of the above.

7.3 You will not hold seethelight or any of its third party contractors liable in relation to the accuracy, reliability, availability and performance of resources accessed through the Internet which, you acknowledge, are beyond their control and are not in any way warranted or supported by seethelight or its third party contractors.

7.4 We will investigate any suspected or alleged breaches of the AUP and in doing so we will endeavour to act reasonably and fairly at all times. If you are found to have breached the AUP or the Agreement, we reserve the right in our sole discretion to take whatever measures we deem appropriate and proportionate to the breach. These measures may include a formal warning, suspending or terminating one or more of your seethelight accounts, making an additional charge for our reasonable costs of investigating and dealing with the misuse, and/or blocking access to any relevant component(s) of our Services to you. If you are found to have breached the AUP or this Agreement, or if you have allowed any third party to use the Services we provide to you for engaging (or permitting others to engage) in an unlawful or unacceptable activity (as determined by seethelight), you may receive a formal warning from us specifying the unacceptable conduct.

7.5 If we suspend your access under Clause 7.4 then this suspension may be lifted, at seethelight’s sole discretion, when the reason for suspension has been rectified and upon receipt of a formal written undertaking from you not to commit any future “abuse”. However, all cases are considered individually upon their merits.

7.6 Without prejudice to any other rights and remedies available to us, we reserve the right to, where feasible, implement technical mechanisms to prevent any unlawful or unacceptable activity or anything which infringes the AUP. In addition, we reserve the right to charge you a sum equal to the actual administrative costs and expenses incurred or suffered by seethelight which are associated with the unlawful or unacceptable activities or breach of the AUP by you, including, but not limited to, the costs of identifying offenders and removing them from, or discontinuing the provision to them of, the Services. You shall pay any sum we charge you under this Clause 7.6 on demand.

## 8. Cancellation By You

8.1 If you wish to end this Agreement or the provision of the Services, you may only do so in accordance with this Clause 8, Clause 9.8 or Clause 13.2. Cancellation refers to the cancellation of all or part of the Services whether you are switching to an alternative service or closing your seethelight account altogether.

8.2 If you wish to cancel your account with us under this Clause 8 you must notify Customer Services or provide written notice in accordance with Clause 16. When cancelling all or part of the Services you must:

8.2.1 be the SPC;

8.2.2 ensure that the Notification includes your business name, address, account number; and

8.2.3 be able to answer one or more preordained security questions.

You acknowledge that cancellation or termination of your Services by you under this Agreement shall only be valid if notified to seethelight in this manner. Any and all cancellations of this Agreement by you shall be effective on the Effective Cancellation Date and you will be charged for the provision of the Services until the Effective Cancellation Date.

8.3 If you have provided Notification but change your mind and want to retain your Services, you can reverse the cancellation, without interruption to the Services and without incurring any additional Charges up until fifteen (15) days before the termination of the Services by calling Customer Services.

8.4 If you subscribe to Combined Services and cancel the provision of either the Data Services or the Voice Services, the part of the Combined Services that has not been cancelled by you will be subject to and will continue to be provided in accordance with this Agreement.

## 9. Suspension And Termination

9.1 Without prejudice to our rights to terminate this Agreement, or any other rights available to us whether under this Agreement or otherwise, and in addition to our rights to suspend the provision of the Services referred to in Clause 7, we may suspend all or part the Services if:

9.1.1 we reasonably believe you are in breach of any term of this Agreement or any other agreement between us or and you;

9.1.2 we reasonably believe that you are in breach of the AUP;

9.1.3 you fail to make any payment when it becomes due under this Agreement;

9.1.4 we have the right to terminate all or part of this Agreement;

9.1.5 any employee or representative of your business abuses or threatens us, or a member of our staff; and/or

9.1.6 we are obliged to comply with an order, instruction or request of government, or other

competent authority.

9.2 We may need to temporarily suspend the Services for repairs or planned maintenance and upgrades. Where this occurs, we will give you as much notice as it is reasonably possible in the circumstances. We cannot guarantee that the Services will never be faulty. However, we will respond to all reported faults as soon as it is reasonably possible.

9.3 Upon any suspension or termination by us under this Agreement, you are responsible for all Charges that would have been payable but for suspension or termination, including without limitation unbilled Charges, any applicable Cancellation Charges and other charges all of which immediately become due and payable. If you have provided details of your debit card or credit card or any other form of payment authority, we may immediately charge these amounts to your debit or credit card, or (as appropriate) deduct such amounts in accordance with the relevant payment authority.

9.4 If we suspend provision of any Services to you under this Agreement, we may or may not agree (at our sole discretion) when the reason for suspension has been rectified to restore your Services. Before we agree to restore your Services, we will charge you a Re-activation Charge and you shall pay such a Re-activation Charge to us on demand.

9.5 We can end this Agreement immediately upon notifying you by email if:

9.5.1 you breach this Agreement and (if the breach is capable of being remedied) fail to remedy the breach within ten (10) Business Days of being asked by us in writing to do so;

9.5.2 you are a company and any encumbrancer/recipient/administrative receiver or similar officer is appointed over any of your property or assets, or if you make any voluntary arrangement with your creditors/become subject to an administration order/ have an administrator appointed/ go into liquidation/have a resolution for your winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on you) or if anything analogous to any of these events under the law of any jurisdiction occurs in relation to you or if you cease or threaten to cease to carry on business;

9.5.3 you are an individual and you have a statutory demand or bankruptcy petition issued against you, or have applied for an interim order under the Insolvency Act 1986 (as amended from time to time) or a proposal for an individual voluntary arrangement under that legislation, or if you are declared bankrupt, or make a composition or arrangement with (or for) the benefit of any of your creditors;

9.5.4 anything similar to any of the events set out in Clause 9.5.2 or Clause 9.5.3 occurs;

9.5.5 any legal or regulatory change is introduced which affects our ability to offer the Services;

9.5.6 we cease to have (for any reason whatsoever) any permission, licence or authorisation necessary for the operation of the Network or the provision of the Services;

9.5.7 in accordance with Section 5.4 of the Code of Practice we have reasonable grounds for suspecting that there is an unacceptable credit risk to us in connection with your account or if you are likely to breach Clause 5.2; or

9.5.8 a Force Majeure Event continues for more than three (3) months.

9.6 You acknowledge that our ability to provide the Services is dependent upon companies who provide services to us. Therefore, we may terminate this Agreement, at any time, without liability to you, if any underlying arrangement with other operators or suppliers is terminated for whatever reason.

9.7 seethelight may otherwise terminate this Agreement without notice if it deems, in its sole discretion, such termination necessary. We will reimburse you upon such termination of your account under this Clause 9.7 for any days' Services that you have paid for in advance but cannot use. This is calculated as the number of days between the date of disconnection and the Effective Cancellation Date, provided that your account is not already in arrears.

9.8 You may end the Agreement immediately by giving us notice in writing if:

9.8.1 we commit a material breach this Agreement and (if the breach is capable of being remedied) fail to remedy the breach within ten (10) Business Days of being asked by you in writing to do so; or

9.8.2 any encumbrancer/receiver/administrative receiver or similar officer takes possession of, or is appointed over any of our property or assets, or if we make any voluntary arrangement with our creditors/we become subject to an administration order/ have an administrator appointed/ go into liquidation/have a resolution for our winding-up passed (except for the purpose of amalgamation or reconstruction not involving insolvency where the resulting entity agrees to be bound by or assumes the obligations imposed on the other party), or if anything analogous to any of these events, under the law of any jurisdiction, occurs in relation to us, or if we cease to carry on business.

9.9 When your Agreement comes to an end for any reason:

9.9.1 your connection to our Network will be disconnected;

9.9.2 you will have to pay immediately all Charges outstanding at the time of disconnection and, where we hold your payment details, you agree that we shall be entitled to collect them from your account; and

9.9.3 where seethelight has provided Equipment to you, you will be required to return it to us, in accordance with our instructions, at our cost, in the same condition as when it was provided to you (except for fair wear and tear only) within ten (10) Business Days of the date on which the Agreement comes to an end. If you do not return the Equipment to us within ten (10) Business Days of the date on which the Agreement comes to an end, we will be entitled to assume you have decided to keep it and we will charge you for the Equipment Cost.

9.10 Unless you have cancelled the Agreement under Clause 13, or the Agreement has been cancelled under Clause 4.6.4, Clause 9.6 or Clause 9.8, on termination or cancellation of the Agreement during the Minimum Period, you will pay to us the Cancellation Charge, in respect of each line provided by us as part of the Services. If a Service line or other feature is disconnected after one year following the Services Start Date, the applicable Cancellation Charge is waived.

## 10. Charges And Payment

10.1 Provision of the Services is conditional upon you paying all Charges applicable to the Services, in accordance with this Agreement.

Details of all tariffs, fees and Charges (including details of any applicable Cancellation Charges) are published on the Site.

10.2 You may have to pay a £10.00 administration charge if there are insufficient funds on your customer account to make a payment for the contracted amount.

10.3 We will invoice you on a monthly basis in accordance with the Code of Practice.

10.4 Subject to the following provisions of this Clause 10, you will pay all invoices issued by us by the due date set out in the invoice.

10.5 You will pay:

10.5.1 in advance for all Installation Charges, Connection Fees, Monthly Costs and Re-activation Charges;

10.5.2 on demand for all Cancellation Charges and all other sums which are payable on demand as referred to in this Agreement;

10.5.3 in arrears for all Call Charges and any other Charges which seethelight decides to bill in arrears.

10.6 You will be liable for all the Charges for the provision of the Services, from the Services Start Date, unless otherwise agreed in writing with us.

10.7 You must pay all sums due in full and you cannot offset, deduct or withhold any part of any sum you owe us. We reserve the right to charge for administration costs incurred in recovering any sum you owe us and we reserve the right to employ debt collection agencies, to assign the right to collect your debt or to factor your debt to a third party for collection.

10.8 Direct Debit is seethelight's preferred method of payment, although we do accept other methods of payment. The methods of payment accepted by seethelight are set out on our Site and in our Code of Practice. We have included VAT at the current UK rate. You agree that we shall provide you with an electronic modified VAT invoice showing the total amount due and the amount of VAT payable. All electronic VAT invoices are available by accessing your on-line account.

10.9 If payment is by credit card, seethelight reserves the right, at any time, to stop accepting credit cards from one or more issuers.

10.10 If your credit or debit card details change, you must notify us immediately. Failure to do so may lead to suspension or termination of the Services.

10.11 Your Order for the Services authorises seethelight to charge your debit or credit card, as set out in our Code of Practice. The authorisation will remain valid until twenty (20) Business Days after seethelight receives your written notice terminating seethelight's authority.

10.12 We may, at any time, impose a credit limit on your account and we may charge your debit or credit card for the full amount of Charges incurred at any time and offset the amount credited against the full amount of Charges due at the end of the billing period.

10.13 If you do not pay your bills on time or there is an adverse change in your credit rating, we are entitled, at any time, to change the payment terms set out in this Clause 10 by giving you notice in writing.

10.14 You must notify seethelight in writing within five (5) Business Days after the date of your latest bill if you dispute any Charges. Billing disputes must be notified to [billing@seethelight.co.uk](mailto:billing@seethelight.co.uk) or by contacting Customer Services.

10.15 If you use the Services in a manner that is inconsistent with your tariff, we reserve the right to apply the tariff that corresponds to the level and type of use you make of the Services.

10.16 If you fail to make any payment by the due date, we shall be entitled to charge you interest on the overdue amount, from the due date, up to the date of payment, after as well as before judgement, at the rate of 4% above the base rate for the time being of the Royal Bank of Scotland. Such interest will accrue on a daily basis, will be compounded quarterly and will be payable by you on demand.

## 11. Warranty

11.1 We warrant that we shall provide the Services with reasonable skill and care, within a reasonable time and substantially as described in this Agreement.

11.2 We do not warrant that the provision of the Services will be fault free or uninterrupted but we will use all reasonable skill and care to provide and maintain the Services.

11.3 Except as set out in this Agreement, we do not make any other promises or warranties about the Services. You acknowledge and agree that, in entering into this Agreement, you do not do so on the basis of, and do not rely on any representation, warranty or other provision except that expressly provided in this Agreement and all conditions, warranties or other terms implied by statute or common law, are excluded to the fullest extent permitted by Applicable Law.

11.4 The Equipment and the Services is made available "as is" for your own use only.

11.5 Nothing in this Agreement affects your statutory rights under any Applicable Laws.

## 12. Liability And Indemnity

12.1 Nothing in this Agreement excludes or limits our liability for death or personal injury caused to you

by our negligence, fraud or fraudulent misrepresentation, or for any liability that cannot be excluded or limited by law.

12.2 Except as set out in Clause 4.15 and Clause 12.1, you accept and agree that you will have no claim against us if you are unable to access the Services and the exclusions and limitations of liability in this Clause 12 shall apply to all claims arising from your use of the Services.

12.3 Subject to Clause 12.1, we shall not be liable to you or any third party whether in contract, tort (including, but not limited to, negligence), breach of statutory duty or otherwise for:

12.3.1 any loss (whether direct or indirect) of revenue or profits;

12.3.2 any loss (whether direct or indirect) of business;

12.3.3 any loss (whether direct or indirect) of anticipated savings;

12.3.4 any corruption or destruction of data;

12.3.5 any indirect or consequential loss howsoever arising or

12.3.6 any indirect or consequential loss arising in connection with any computer virus or system failure; even if we are expressly advised of the possibility of such damage or loss.

12.4 Subject to Clauses 12.1 and 12.3, our maximum total liability to you (if any) for direct loss or damages whether in contract, tort (including, but not limited to, negligence), breach of statutory duty, or otherwise, arising out of or in connection with this Agreement shall not exceed in aggregate

12.4.1 other than as set out in Clause 12.4.2, a sum equal to one hundred and twenty five percent (125%) of the Charges payable by you to us under this Agreement in the preceding twelve (12) month period (or the first twelve (12) months of the Agreement whereby liability arises during that period); and

12.4.2 for direct physical damage to your property caused by our negligence, £100,000.

12.5 In the event of any failure in the Services or Equipment, we shall not be liable to you for any charges incurred by you should you divert your telephone or internet traffic to another communications provider.

12.6 You will indemnify seethelight from and against any and all costs, expenses, (including, but not limited to, reasonable legal fees), claims, liabilities, demands, actions and expenses arising from or related to any breach of this Agreement or any misuse by you or your representative of the Services or Equipment (whether or not supplied by us).

## 13. Changes To This Agreement

13.1 We may change the terms and conditions of this Agreement and our charges and tariffs to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods and/or changes in relevant laws and/or regulatory requirements, at any time, by posting changes on the

front screen of your web account, which you access via the Site. We will notify you of changes to these Terms and of any increase in Charges at least one month before they are due to take effect. For changes which we need to make to meet legal and/or regulatory requirements, we may not be able to give you one month's advance notice. We will let you know about these changes as soon as we can. You agree that, if you use the Services after any changes takes effect, you will be bound by those changes. You may contact Customer Services or visit the Site for details of changes to Charges or to these Terms.

13.2 Provided you have not used the Services following any changes as described in Clause 13.1, you may end this Agreement, without incurring any applicable Cancellation Charge if the changes are significantly to your detriment provided that you will remain liable for all Charges due up until the date of termination. To exercise your right of termination you will first need to give us notice by contacting Customer Services.

13.3 Except as set out in Clause 13.1, no variation of this Agreement shall be valid unless recorded in writing and signed by or on behalf of us and you.

## 14. Force Majeure

14.1 We shall not be liable for any failure, delay or default in performing any of our obligations under this Agreement if, and to the extent that, such failure, delay or default is caused by a Force Majeure Event.

14.2 We will not be liable for failure or delay in delivering the Services if:

14.2.1 another supplier delays or refuses the supply of an electronic communications service to us and no alternative is available at reasonable cost; or

14.2.2 legal or regulatory restrictions are imposed that prevent us from supplying the Services.

## 15. Complaints And Disputes Resolution

15.1 Details of our disputes and complaints resolution process and how to contact the Ombudsman Services can be found in our Complaints Code of Practice on the Site or upon request by contacting Customer Services.

15.2 In the event of a dispute, each of the parties will, in the first instance, attempt to resolve the dispute or claim arising out of or relating to the Agreement promptly through negotiation between the respective representatives of the parties who have the authority to settle the same.

15.3 If the meeting(s) referred to in Clause 15.2 does not resolve the dispute in question, then the parties (where appropriate) may refer the dispute to the Ombudsman Services in accordance with the Complaints Code of Practice provided that all prerequisite conditions which are necessary to be entitled to refer the dispute or claim to the Ombudsman Services have been complied with.

15.4 If the matter cannot be dealt with by the Ombudsman Services for any particular reason or if the parties agree to deal with the dispute under this Clause 15.4, then the parties shall attempt to settle the dispute by mediation, in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation



Procedure (the current version of which is available at [www.cedr.com](http://www.cedr.com)) and the following shall apply:

15.4.1 to initiate mediation, a party shall give notice in writing (the “Mediation Notice”) to the other party requesting the mediation of the dispute; and

15.4.2 the mediator shall be appointed by agreement of the parties. If the parties fail to agree within five (5) Business Days of a proposal by one party, the parties shall send a copy of the Mediation Notice to CEDR asking CEDR to nominate a mediator.

15.4.3 The mediation shall commence within twenty (20) Business Days of the Mediation Notice being served;

15.4.4 neither party shall terminate such mediation until each party has made its opening presentation and the mediator has met each party separately for at least one hour;

15.4.5 neither party shall commence legal proceedings, nor any other form of dispute resolution against the other party, until twenty (20) Business Days after such mediation of the dispute in question has failed to resolve the dispute; and

15.4.6 the parties shall co-operate with any person appointed as mediator, providing him with such information and other assistance as he shall require and such party will pay his costs, as he shall decide.

15.5 All negotiations on the dispute and any agreement reached will be kept confidential.

15.6 Nothing in this Clause 15 shall prevent the parties from exercising any rights and remedies that may be available in respect of any breach of the provisions of this Agreement.

## 16. Notices

16.1 Unless otherwise stated in this Agreement, any notice required to be given under this Agreement shall be in writing and shall be delivered as set out below:

16.1.1 Us:

By letter to: seethelight: Company Secretary, seethelight, Driscoll 2, Ellen Street, Cardiff, CF10

4BP;

By email as shown on the “Contact Us” section of the Site

By calling Customer Services

16.1.2 You:

Your SPC at the address (or email address) notified to us under Clause 16.5, or in the event that another address has been notified by a party in accordance with and making specific reference to this Clause 16, then to that other address.

16.3 You must nominate in your Order a primary and secondary representatives within your organisation that are authorised to act as a recognised single point of contact (“SPC”) for the management of your Services account and communication with seethelight.

16.4 You must provide seethelight with the full contact details (including an email address) of your SPC and notify seethelight of any changes in your SCP's contact details as soon as reasonably practicable.

## 17. Privacy

seethelight complies with all relevant data protection legislation and our current Privacy Policy is published on the Site. By entering into this Agreement, you confirm that you accept our Privacy Policy and that you agree to our using of your personal data as detailed in our Privacy Policy.

## 18. Partnership

Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall constitute, or be deemed to constitute between seethelight and you, a partnership, association, joint venture or contract of employment, or authorising you to act as agent for us. You shall not have authority to make representations for, act in the name of or otherwise bind us in any way.

## 19. Assignment

19.1 You may not assign your rights or obligations under this Agreement without prior written consent from seethelight.

19.2 seethelight reserves the right to assign, sub-contract, delegate or otherwise transfer its rights and obligations under this Agreement to any person, provided that it notifies you that it has done so.

19.3 If requested by us in writing, you will execute a document in a form specified by us to effect any transfer permitted by Clause 19.2.

## 20. Waiver

No waiver by seethelight of any default by you under this Agreement shall operate or be construed as a waiver by seethelight of any future defaults whether of a like or different character. No granting of time or other forbearance or indulgence by seethelight to you shall in any way release discharge or otherwise affect your liability.

## 21. Severability

If any provision of this Agreement is held by a Court or any Government agency or authority to be invalid, void or unenforceable, the remainder of this Agreement shall, to the extent possible, remain legal, valid

and enforceable. We reserve the right to replace any Clause or condition that is not legally effective, with a Clause or condition of a similar meaning that is legally effective.

## 22. Entire Agreement

22.1 This Agreement represents the entire understanding between the parties and supersedes all other written or verbal representation, statements or agreements made by either you or seethelight.

22.2 Each of the parties acknowledge and agree that, in entering into this Agreement and the documents referred to in it, it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this Agreement or not), other than as expressly set out in this Agreement.

## 23. Confidentiality

23.1 You shall keep as confidential all information disclosed to you by, or on behalf of us, which could be reasonably considered to be confidential. This shall include, but not be limited to, all information disclosed by us to you which relates to our business which is not in the public domain. You shall not use any information so provided other than to perform your obligations under this Agreement. All information (and copies of it) shall be immediately returned to us on termination or cancellation of this Agreement.

## 24. General

24.1 We reserve the right to record any and all calls between you and any member of our staff to enable us to monitor the quality of our Service and to ensure compliance with our regulatory obligations and procedures.

24.2 Those Clauses, the survival of which is necessary for the interpretation or enforcement of this Agreement, shall continue in full force and effect in accordance with their terms, notwithstanding termination or expiry of this Agreement.

24.3 Notwithstanding any other provision in this Agreement, nothing in this Agreement will create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person, other than the you or seethelight.

## 25. Governing Law

These terms and conditions are governed and subject to the laws of England. Without prejudice to Clause 15, each party irrevocably submits to the exclusive jurisdiction of the English Courts over any claim or matter arising under or in connection with this Agreement.

## 26. Definitions

In this Agreement, the following words and expressions shall have the meanings given to them below:

<b>“Additional Service(s)”</b>	means any supplementary services and features provided by seethelight to you in connection with the Services.
<b>“Applicable Law”</b>	means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance, standard or industry code, rule of court or directives or requirements of any government or regulatory body, delegated or subordinate legislation or notice of any government or regulatory body and the common law and the law of equity as applicable to the Parties from time to time.
<b>“Agreement”</b>	means this Agreement as described in Clause 1.
<b>“AUP”</b>	means seethelight’s Internet Acceptable Use Policy, a copy of which is available on our Site.
<b>“Business Day”</b>	means any day other than a Saturday or a Sunday or a public holiday in England and Wales.
<b>“Call Charges”</b>	means the call charges calculated as set out on the Site.
<b>“Cancellation Charges”</b>	means the cancellation fees as set out on the Site.
<b>“Charges”</b>	means any or all charges to you payable to seethelight in respect of Services, or any other charges for additional Services related to the Services as listed on the Site.
<b>“Code of Practice”</b>	means seethelight’s residential and small business code of practice which is available on the Site or in paper form on request.
<b>“Combined Services”</b>	means the provision of combined Data and Voice Services, including the features and functionality in relation to your chosen package as described on the Site.
<b>“Connection Fee”</b>	means the connection fee as set out on the Site.
<b>“Customer Services”</b>	means our Business Customer Care Team which can be contacted on 0800 331 7638. Our offices are open Monday-Friday - 8:00am-8:00pm and on Saturdays - 9am-1pm.
<b>“Data Services”</b>	means the data and broadband internet services (which can be provided as a standalone service or as part of the Combined Services), including the features and functionality in relation to your chosen package as described on the Site.

<b>“Effective Cancellation Date”</b>	means the date thirty (30) days after the day on which seethelight receives the Notification under Clause 8.
<b>“Equipment”</b>	means any equipment (including, but not limited to, the NTE provided by Infrastructure Provider and the Router provided by seethelight) that is necessary to facilitate and provide the Services as detailed on the Site.
<b>“Equipment Cost”</b>	means the equipment cost as described on the Site.
<b>“Infrastructure Provider”</b>	means Open Fibre Networks Limited, a seethelight group company.
<b>“Installation Charge”</b>	means the installation charge as set out on the Site.
<b>“Installation Service”</b>	means the seethelight installation service as described on the Site.
<b>“IPR”</b>	means patents, trade marks, service marks, trade names, copyright (including, but not limited to, rights in computer software and in web- sites), right in databases, rights in designs, know-how, and all and any other intellectual property in any part of the world.
<b>“Minimum Period”</b>	means the minimum period set out in the Order.
<b>“Monthly Cost”</b>	means the monthly charge payable by you (in advance) for the provision of the Services as set out on the Site.
<b>“Network”</b>	means the network utilised by seethelight to provide the Services to you.
<b>“Network Terminating Equipment (NTE)”</b>	means the equipment used to terminate the fibre and includes (where applicable) a built-in router which is provided to you in return for the payment of the Charges and which enables you to access the Services. The NTE remains the property of the Infrastructure Provider and ownership is never transferred to you.
<b>Normal Conditions</b>	means that there is a power supply to the Premises and there are no faults in the Network or the Equipment which affects the quality of the Services provided to you.
<b>“Notification”</b>	means the notice provided under Clause 8.2.
<b>“Order”</b>	means the order submitted by you to us for the supply of the Services.
<b>“Premises”</b>	means the address which you provide to us in your Order and at which we agree to provide you with the Services.
<b>“Privacy Policy”</b>	means our Privacy Policy as amended from time to time, a copy of which is available on the Site.
<b>“Re-activation Charge”</b>	means the re-activation charge as set out on the Site.

<b>“Router”</b>	means a device (known as a router) supplied by seethelight as an interface to the customer’s equipment ownership of which resides with you.
<b>“Services”</b>	means the business services provided to you by us under this Agreement.
<b>“Service Outage”</b>	means a failure or disruption in the Services.
<b>“Service Start Date”</b>	means the date on which we activate the Services.
<b>“Site”</b>	means <a href="http://www.seethelight.co.uk">www.seethelight.co.uk</a> .
<b>“SPC”</b>	means your single point of contact as notified to us in accordance with Clause 16.4.
<b>“Target Activation Date”</b>	means the date on which seethelight will endeavour to activate the Services, which will normally be approximately ten (10) Business Days after you have received confirmation from seethelight under Clause 3.4.
<b>“Terms”</b>	means these seethelight: Business Terms and Conditions.
<b>“Voice Services”</b>	means the voice and telephone services (which can be provided as a standalone service or as part of the Combined Services), including the features and functionality in relation to your chosen package as described on the Site.