

Contract Terms & Conditions for Isrighthere Access Services

Broadband, Telephone lines, phone calls and telephone services

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CONDITIONS

1. COMMENCEMENT

- 1.1. The Contract begins on the date IRH communicates its acceptance of the Customer's order for the Service and continues until terminated by the Customer or IRH in accordance with the Contract.
- 1.2. Unless otherwise stated in the Contract, the Service commences on the Service Start Date.

2. PROVISION OF THE SERVICE (Site Preparation, Access and Installation)

- 2.1. The Customer agrees to prepare the Site according to any instructions IRH may give and to provide IRH with reasonable access to the Site for the purposes of the Contract. The Customer agrees to provide, at its expense, a suitable place and conditions for IRH Equipment and, where required, a continuous mains electricity supply and connecting points.
- 2.2. The Customer will obtain any permission needed for IRH to put IRH Equipment on the Site.
- 2.3. The Customer and IRH will meet each other's reasonable safety and security requirements when on the Site. The Customer and IRH agree to look after each other's equipment on the Site. If the Customer or IRH damages the other's equipment it must pay for any repair or replacement needed. This does not apply where the damage results from normal use.
- 2.4. IRH will use reasonable endeavours to provide the Service by any date agreed with the Customer, but all dates are estimates.
- 2.5. Where we need to install equipment at your home, we will make every effort to fit the equipment where you prefer. However, in some circumstances this may not be possible because of technical or other reasons. If this is the case, we will connect the equipment as we see fit. We will also supply any necessary additional equipment when we fit the equipment. Please do not move any existing equipment. Should you wish to alter the routing of any existing equipment such as cables or wall sockets, you should contact us.
- 2.6. Where we do not need to install equipment at your home, we will either send you all the equipment you need to connect to our services, or advise you of any additional equipment you need to have to connect to our services. If applicable, it is your responsibility to purchase the equipment and additional equipment as notified to you. We will not be liable to you for any loss or damage caused by your installation of the equipment or additional equipment.
- 2.7. Our obligation to provide the services may also be subject to survey. If a survey shows that the services cannot be installed or connected at your home, or if a non-standard installation is required, we may cancel any installation date we have given you and terminate this agreement. We will do our best to notify you of this as soon as possible after the survey. We shall be under no liability whatsoever to you for any failure to provide the services in these circumstances but we will refund you for any payments you have already made for installation or services.
- 2.8. You agree that you or a person authorised by you (who is 18 or over) will be present when we install the equipment at your home.
- 2.9. We do not have to connect the equipment at your home or to otherwise keep to this agreement if:
 - (a) we are unable to activate the services at your home for any reason;
 - (b) it is not practical to carry out the connection for health and safety reasons;
 - (c) you do not qualify under our current credit policy;
 - (d) you are not able to be a customer because you have previously misused our services;
 - (e) your PC or its operating software does not work correctly or normally for Internet access; or
 - (f) it is not practical to carry out the connection for any other reason.

Faults and Repair

- 2.10 IRH will use reasonable endeavours to provide uninterrupted service, but from time to time faults may occur.
- 2.11 If the Customer reports a fault in the Service IRH will repair the fault in accordance with the Service Schedule. If IRH agrees to work

outside the hours specified in the Contract, the Customer will pay IRH's additional charges. If the Customer reports a fault and IRH finds there is none or that the Customer has caused the fault, IRH may apply a charge.

3. REGULATIONS AND USE OF THE SERVICE

- 3.1 Any Customer Equipment must be:
 - (a) technically compatible with the Service and not harm IRH's network or another customer's equipment; and
 - (b) connected using the applicable IRH network termination point, unless the Customer has IRH's permission to connect by another means, and used in compliance with any relevant instructions, standards or laws.
- 3.2 The Service must not be used:
 - (a) in any way that is unlawful or in contravention of any licence, code of practice, instructions or guidelines issued by a regulatory authority, third person's rights or IRH's Acceptable Use Policy; or
 - (b) to make offensive, indecent, menacing, nuisance or hoax calls or to cause annoyance, inconvenience or needless anxiety; or
 - (c) to send, knowingly receive, upload, download or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing; or
 - (d) in any way which IRH considers is or is likely to be detrimental to the provision of the Service to the Customer or service to any of IRH's other customers; or
 - (e) to spam or to send or provide unsolicited advertising or promotional material, or knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party.
- 3.3 The Customer will comply with IRH's reasonable instructions regarding health, security, safety or the quality of the Service.
- 3.4 TV and VoD
 - (a) We will not continue to provide you with television services if we find out that you do not have a valid television licence.
 - (b) To buy a Pay-Per-View programme you must follow the instructions given. When you buy a particular Pay-Per-View programme, you are only able to receive that Pay-Per-View programme. Under no circumstances will we be liable for any mistakes in our electronic programming guides.
 - (c) We have the right not to make a Pay-Per-View programme available to you if you do not meet our credit conditions or if you have failed to pay any charges you owe
 - (d) You may not cancel a Pay-Per-View programme after you have bought it except in line with any cancellation information we may have given you.
- 3.5 Phone
 - (a) If we provide you with a telephone line, we will allocate you a number for that particular telephone line. The telephone number and any rights to it belong to us and you may not sell or agree to transfer the number to any other person.
 - (b) You agree that we may give your name, address and phone number to the emergency services.
 - (c) You accept that your telephone number must not be advertised in or on a public telephone box. If this happens, we may immediately suspend the services or end this agreement. However, we will use reasonable endeavours to contact you before we take this action.
- 3.6 Broadband services
 - (a) In the case of Internet services, you will be liable for any charges from other organisations while using these services, as well as those billed by us.
 - (b) Due to the nature of the Internet, we cannot guarantee specific levels of performance for the Internet services.
 - (c) You confirm and warrant that you are the owner of, and that you have obtained all necessary consents to use, the domain name, mailbox name or any other name selected by you in connection with the Internet services.
 - (d) We reserve the right to monitor and control data volume and/or type of traffic transmitted via the Internet services. In the event that you do not comply with our acceptable use, we reserve the right (at our sole discretion) to reduce, suspend or terminate your internet services. During any time of reduction or suspension, you will remain liable for the payment of your original level of Internet services charge.
- 3.7 The Customer will comply with any applicable fair use policy as detailed on our web site.
- 3.8 Occasionally, for operational reasons, IRH may:
 - (a) change the codes or numbers given to the Customer, or the way IRH provides the Service, provided that any change to the way IRH provides the Service, does not significantly affect the performance or functionality of the Service; or
 - (b) interrupt or suspend the Service but will restore the Service as quickly as is reasonably possible.
- 3.9 The Customer will indemnify IRH against any claims or legal proceedings which are brought or threatened against IRH by a third party because the Service is used in breach of clause 3. IRH will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.

4. CHARGES AND PAYMENTS

General

- 4.1 Charges for the Service are as detailed in the Service Schedule and calculated using the details recorded by IRH.
- 4.2 IRH will send bills to the address notified by the Customer to IRH.
- 4.3 Unless otherwise stated in the Service Schedule, the Customer will be liable for charges for the Service from the Service Start Date.
- 4.4 Unless otherwise stated in the Service Schedule, the Customer agrees to pay:
 - (a) in advance for subscription, rental and other recurring charges (including inclusive usage charges); and
 - (b) in arrears for usage (excluding inclusive usage charges), connection and other non-recurring charges.
- 4.5 Unless otherwise provided in the Service Schedule, all charges are exclusive of VAT which is chargeable at the applicable rate.
- 4.6 Isrighthere Ltd operates a paperless billing platform and your bills will be produced in this format. There will be no paper bill produced
- 4.7 You must provide us with a valid and current e-mail address for US to send your E-bills to. The accuracy of that e-mail address is entirely your responsibility. You shall remain fully liable for any bills of which notification has been sent to your e-mail address.
- 4.8 We reserve the right to modify or discontinue (permanently or temporarily) the E-billing service to you or all recipients at our discretion.
- 4.9 You shall remain fully responsible and liable to pay any bills of which notification has been sent to the e-mail address you have specified regardless of whether or not you access that e-mail account and read the relevant e-mail, are disconnected from your e-mail account (for any reason and whether by us or otherwise) or for any other reason (other than our negligence) fail to read the relevant notification.
- 4.10 We normally send reminders for late bill payments. We may charge interest at the yearly equivalent of 4% over HSBC Bank plc's base rate for the whole period of any late payment. The interest is worked out daily.
- 4.11 If you want to change any of the services agreed to, we may charge you an administration fee. We will notify you of the amount of any such charge when you request the change.
- 4.12 We may ask for any deposit at any time (as we believe to be reasonable in the circumstances) as security for the equipment and in case you do not pay our bills or return our equipment. All or any part of this deposit may be used to pay any charges you owe under this agreement. We may (but do not have to) return your deposit after six months if we believe that you have a good payment history. We will usually (but not necessarily) consider you to have a good payment history if you have paid your account for six months in a row without your services having been restricted, suspended or disconnected.
- 4.13 Unless otherwise stated in the Service Schedule, payment is due on the date specified on the bill.
- 4.14 Unless otherwise advised by IRH, the Customer must pay all charges by direct debit.
- 4.15 Where IRH has agreed that the Service can be included within a standard IRH pricing package or scheme, the Customer agrees that while the Service is included within the pricing package or scheme the charges specified in the Service Schedule may be amended by the terms of the pricing package or scheme. Upon termination of the pricing package or scheme, the charges will revert to those specified in the Service Schedule.

Disputed Bills

- 4.16 If the Customer disputes any charge on a bill the Customer will notify IRH in writing within 14 days of the date of the bill with all relevant information. Where the disputed amount is:
 - (a) less than 5% of the total bill, the Customer will pay the full amount of the bill; or
 - (b) more than 5% of the total bill, the Customer must pay the amount not in dispute.Also, if requested by IRH, the Customer will place funds equivalent to the disputed amount into an account with a reputable bank as reasonably specified by IRH, established jointly by the Customer and IRH, accruing interest at a variable rate equal to that which the selected bank certifies it would normally pay to a commercial customer depositing the amount credited to such an account (escrow account). Any disputes will be resolved promptly and the resolved amount, if any, is payable immediately.

Late Payment

- 4.12 If IRH does not receive payment by the due date, IRH may charge the Customer:
 - (a) any late payment charge specified in the Service Schedule; and/or
 - (b) daily interest on late payments at a per annum rate equal as detailed in 4.10, above for the period beginning on the date on which payment is due and ending on the date on which payment is made.
- 4.13 If the Customer does not pay a bill, IRH may instruct a debt collection agency to collect payment (including any interest and/or late payment charges) on its behalf. If IRH instructs an agency, the Customer must pay IRH an additional sum. This will not exceed the reasonable costs IRH has to pay the agency, who will add the sum to the Customer's outstanding debt on IRH's behalf.
- 4.14 If any sum owed by the Customer to IRH under the Contract or any contract with IRH is not paid by the due date, IRH may deduct this sum from any payment or credit due to the Customer under the Contract or any other contract with IRH.

5. CHANGING THE CONTRACT

- 5.1 IRH can change the Contract (including the charges) at any time and will publish any change in line with clause 5.2.
- 5.2 Unless otherwise stated in the Service Schedule, IRH will publish any changes to the Contract (including the charges) online at <http://www.Isrighthere.com> (or any other online address that IRH may advise the Customer), and/or in accordance with clause 9.9, as follows:
 - (a) for changes that are to the Customer's significant detriment, at least 14 days before the change is to take effect; and
 - (b) for all other changes, at least one day before the change is to take effect.

6. ENDING THE CONTRACT

- 6.1 The Customer may cancel the Contract or any part of the Service at any time before IRH provides the Service. The Customer will pay IRH the cancellation charge specified in the Service Schedule.
- 6.2 Unless otherwise stated in the Service Schedule, the Contract may be ended by either party on 30 days written notice to the other.
- 6.3 If the Customer or IRH ends the Contract during the Minimum Period the Customer will pay IRH the early termination fee, unless specified differently in the Service Schedule, calculated as follows:
 - i. All outstanding call and other variable charges, plus
 - ii. the remaining monthly rental charges to the end of the minimum period.This clause will not apply if:
 - (a) the Customer ends the Contract during the Minimum Period because IRH is in material breach of the Contract; or
 - (b) the Customer gives notice to end the Contract within three months of IRH notifying the Customer of an increase to the charges or changes to the Conditions in either case to the Customer's significant detriment; or
 - (c) IRH ends the Contract during the Minimum Period for convenience; or
 - (d) the Contract ends because either clause 8.7 or 9.1(c) applies.
- 6.4 The Customer may end the Contract if:
 - (a) IRH materially breaches the Contract and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by the Customer to do so; or
 - (b) insolvency proceedings are brought against IRH or IRH makes an arrangement with its creditors or a receiver, an administrative receiver or an administrator is appointed over any of IRH's assets or IRH goes into liquidation or a corresponding event under Scottish Law.
- 6.5 IRH may suspend the Service or end the Contract, or both, at any time without notice if:
 - (a) the Customer breaches the Contract or any other Contract that the Customer has with IRH and, if the breach is capable of remedy, fails to put right the breach within a reasonable time of being asked by IRH to do so. In this clause breach includes non-payment of any valid invoice by the due date; or
 - (b) IRH reasonably believes that the Service is being used in a way forbidden by clauses 3.1 to 3.4. This applies even if the Customer is unaware that the Service is being used in such a way; or
 - (c) bankruptcy or insolvency proceedings are brought against the Customer or the Customer does not make any payment under a judgment of a Court on time or the Customer makes an arrangement with its creditors or a receiver, an administrative receiver or an administrator is appointed over any of the Customer's assets or the Customer goes into liquidation or a corresponding event under Scottish Law. The Customer will continue to pay the charges during any period of suspension.
- 6.6 If the Contract ends IRH will refund any money owed to the Customer after first deducting any money due to IRH under the Contract or any other contract that IRH has with the Customer.

7. LIMITATION OF LIABILITY

- 7.1 IRH accepts liability as set out in this Contract. IRH does not guarantee that the Service will be fault-free.
- 7.2 Neither the Customer nor IRH excludes or restricts its liability for death or personal injury caused by its own negligence or the negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation or to any extent not permitted by law.
- 7.3 Unless otherwise expressly stated in the Contract neither the Customer nor IRH shall be liable to the other in contract, tort (including negligence), breach of statutory duty or otherwise for any direct loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption or for any other direct loss which may arise in relation to the Contract whether or not the Customer or IRH was advised in advance of the possibility of such loss or damage.
- 7.4 Unless otherwise expressly stated in the Contract neither the Customer nor IRH shall be liable to the other in contract, tort (including negligence), breach of statutory duty or otherwise for any indirect or consequential loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, loss of or damage to physical property, business interruption or for any other indirect or consequential loss or punitive damages which may arise in relation to the Contract whether or not the Customer or IRH was advised in advance of the possibility of such loss or damage.
- 7.5 Unless otherwise expressly stated in the Service Schedule and subject to clauses 7.2, 7.3 and 7.4, the Customer and IRH accept

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liability to the other in contract, tort (including negligence) breach of statutory duty or otherwise for direct loss limited to:

- (a) £1,000,000 for loss of or damage to physical property in any period of 12 consecutive months; and
- (b) £500,000 for all other loss or damage arising from any one incident or series of connected incidents and £1,000,000 for all incidents in any period of 12 consecutive months.

- 7.6 Clause 7.5 will not apply to any obligation to pay charges or to clauses 3.7 and 8.5.
- 7.7 Each part of this clause operates separately. If any part of a clause is held by a Court to be unreasonable or inapplicable the rest of the clause shall continue to apply.
- 7.8 The Customer is advised to consider entering into a business continuity insurance contract where appropriate.

8. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Intellectual Property

- 8.1 Except as expressly set out in the Contract, the Customer and IRH do not acquire any rights or licences to the other's Intellectual Property Rights.
- 8.2 If software, documentation or manuals are provided to enable the Customer to receive and use the Service, IRH grants the Customer, for the duration of the Contract, a non-exclusive, non-transferable licence to use such software, documentation or manuals for the Customer's own use. Unless otherwise agreed in writing, any licence granted by IRH under this clause 8.2 will terminate when the Contract is terminated.
- 8.3 If the Service provides the Customer with content or software licensed by third parties who require the Customer to accept their terms of use, the Customer must keep to those terms.
- 8.4 Except as permitted by applicable law or as expressly permitted under the Contract the Customer must not, without IRH's prior written consent, copy, de-compile or modify any software, copy manuals or documentation or permit anyone else to do so.
- 8.5 IRH will indemnify the Customer against all claims and proceedings arising from infringement of any third person's Intellectual Property Rights by the provision of the Service to the Customer. This indemnity does not apply to claims or proceedings arising from:
 - (a) the use of the Service in conjunction with any equipment, software or any other service not supplied by IRH; or
 - (b) any modification which was not made by IRH or with IRH's prior written consent; or
 - (c) designs or specifications supplied by the Customer; or
 - (d) the use of the Service other than in accordance with the terms of the Contract; or
 - (e) breach by the Customer of clause 8.3.
- 8.6 As a condition of the indemnity in clause 8.5 the Customer must:
 - (a) notify IRH promptly in writing of any allegation of infringement;
 - (b) make no admission relating to the infringement;
 - (c) allow IRH to conduct all negotiations and proceedings in respect of any such claims and give IRH all reasonable assistance in doing so (IRH will pay the Customer's reasonable expenses for such assistance); and
 - (d) allow IRH to modify the Service as set out in clause 8.7.
- 8.7 If the Service becomes, or IRH believes it is likely to become, the subject of a claim of infringement of any Intellectual Property Rights IRH, at its option and expense, may secure for the Customer a right of continued use or modify or replace the Service so that it is no longer infringing, provided that the modification or replacement does not materially affect the performance of the Service. If the indemnity in clause 8.5 applies and none of the remedies in this clause is available to IRH on reasonable terms, IRH may notify the Customer and terminate the Service without liability to the Customer.

Confidentiality

- 8.8 Except to the extent any disclosure is required by law IRH and the Customer will keep in confidence any information, whether written or oral, of a confidential nature obtained under or in connection with the Contract. The Customer and IRH will not, without the consent of the other, disclose such information to any person other than:
 - (a) their Group Company employees or professional advisers who need the information in order for the Customer or IRH to fulfil its obligations under the Contract; or
 - (b) in the case of the Customer, its Users to the extent that they are required to use or access the Service; or
 - (c) in the case of IRH, the employees or professional advisers of its suppliers who need the information in order for IRH to fulfil its obligations under the Contract.
- 8.9 Information will not be treated as confidential if it is:
 - (a) in the public domain other than in breach of the Contract; or
 - (b) lawfully in the possession of the Customer or IRH before disclosure has taken place; or
 - (c) obtained from a third person who is free to disclose it; or
 - (d) replicated independently by someone without access or knowledge of the information.
- 8.10 If the Customer receives a request under the Freedom of Information Act 2000 which encompasses any information held by the Customer which was provided by IRH in connection with the Contract the Customer will notify IRH immediately of the request and give IRH at least 10 working days to make representations.

- 9.1 (a) If the Customer or IRH is unable to perform, or is delayed in performing, any obligation under the Contract because of something beyond its reasonable control including act of God, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes or acts or omissions of local or central government or other competent authorities, or beyond the reasonable control of its suppliers, it will have no liability to the other for that failure or delay in performing.
 - (b) IRH will not be liable for failure to or delay in supplying the Service if:
 - (i) another supplier delays or refuses the supply of an electronic communications service to IRH and no alternative service is available at reasonable cost; or
 - (ii) legal or regulatory restrictions are imposed that prevent IRH from supplying the Service.
- (c) If any of the events detailed in clauses 9.1(a) or 9.1(b) continue for more than three months the Customer or IRH may terminate the Contract in whole or part by written notice to the other.

Escalation and Dispute Resolution

- 9.2 (a) IRH will try to work through any dispute that the Customer may have with IRH. If this does not resolve the dispute then the Customer may refer the matter to the relevant dispute resolution service as follows:
 - (i) where appropriate, in accordance with the details set out in IRH's Code of Practice for consumers and small businesses; and
 - (ii) otherwise, as set out in clause 9.2 (b) below.
- (b) Any dispute must be raised in writing with the Customer's or IRH's representative as appropriate. The Customer and IRH will use reasonable endeavours to resolve any dispute as follows:
 - (i) a dispute which has not been resolved by the Customer's or IRH's representative within seven days of being raised may be referred by the Customer or IRH to the first level by written notice to the other; and
 - (ii) if the dispute is not resolved at the first level within seven days of referral, the Customer or IRH may refer the dispute to the second level by written notice to the other. The Customer's and IRH's representatives at the first and second levels are as notified by the Customer and IRH to the other from time to time.
- (c) If the dispute is not resolved after the procedures detailed in clause 9.2 (b) have been followed then, the Customer or IRH may elect to have the dispute settled by mediation in accordance with the procedures specified by the Centre for Dispute Resolution (CEDR). If the dispute is referred to a mediator:
 - (i) the mediator will be appointed by agreement of the Customer and IRH. If the Customer and IRH fail to agree within seven days of a proposal by one party, the mediator will be appointed by CEDR; and
 - (ii) all negotiations on the dispute and any agreement reached will be kept confidential.
- (d) Nothing in this clause 9.2 shall prevent the Customer or IRH from exercising any rights and remedies that may be available in respect of any breach of the provisions of the Contract.

Transfer of Rights and Obligations

- 9.3 The Customer and IRH may not transfer any of their rights or obligations under the contract without written consent of the other except that:
 - (a) The Customer may transfer its rights or obligations or both to a Group Company with the written consent of IRH, such consent not to be unreasonably withheld or delayed; and
 - (b) IRH may transfer its rights or obligations or both to a group company or third party without consent provided that it notifies the Customer that it has done so.

Severability

- 9.4 If any term of the Contract is held invalid, illegal or unenforceable by any court of competent jurisdiction, it will be severed and the remaining terms will continue in full force as if the Contract had been made without the invalid, illegal or unenforceable terms.

Survival

- 9.5 Clauses 4.13, 8.8 and 8.10 will survive the termination or expiry of the Contract for two years.

Entire Agreement

- 9.6 (a) The Contract contains the entire agreement between the Customer and IRH and replaces all previous written or oral agreements relating to its content.
- (b) The Customer and IRH agree that:
 - (i) they have not been induced to enter into the Contract by, nor have they relied on, any statement, representation, warranty or other assurance not expressly incorporated; and
 - (ii) in connection with the Contract their only rights and remedies in relation to any statement, representation, warranty or other assurance are for breach of the Contract and that all other rights and remedies are excluded.
- (d) The terms of clauses 9.6(a) and 9.6(b) will not affect the rights or remedies of the Customer and IRH for any fraudulent misrepresentation.

9. GENERAL TERMS Matters Beyond Reasonable Control

Waiver

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- 9.7 A failure or delay by the Customer or IRH to exercise any right or act upon a breach under the Contract will not be a waiver of that right or breach. If the Customer or IRH waives a right or breach of the Contract, that waiver is limited to the particular right or breach.

Rights of Third Parties

- 9.8 A person who is not the Customer or IRH (including an employee, the officer, agent, representative or subcontractor of the Customer or IRH) has no right under Contracts (Rights of Third Parties Act 1999) to enforce any term of the Contract. This does not affect any right or remedy that exists or is available apart from that Act.

Notices

- 9.9 Unless otherwise stated in the Contract, notices given under the Contract must be in writing and delivered to the following addresses:
(a) to IRH at the address shown on the bill or any address which IRH provides to the Customer for this purpose; or
(b) to the Customer at the address to which the Customer asks IRH to send bills or the address of the Site or the Customer's primary email address or in addition if the Customer is a limited company, its registered office. This clause does not apply to notices given under clauses 1.1 and 5.1.
- 9.10 The Customer must inform IRH immediately if there is any change to any of the contact information the Customer provided to IRH.

Law and Jurisdiction

- 9.11 This Contract, shall be governed by and construed in accordance with English law.
- 9.12 The Parties irrevocably agree that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that accordingly any proceedings arising out of or in connection with this Agreement shall be brought in such courts. Subject to completion of the Disputes procedure, each of the Parties irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

Data Protection

- 9.13 The Customer and IRH will comply with their respective obligations under the Data Protection Act 1998 and any data protection, privacy or similar laws that apply to any personal data processed in connection with the Contract. The Customer and IRH will provide such help and co-operation as is reasonably necessary or requested by the other to enable compliance with this clause.

Customer's Instructions

- 9.14 IRH may take instructions from a person whom it thinks, with good reason, is acting with the Customer's permission.

10 DEFINITIONS AND INTERPRETATIONS

In the Contract the following terms have the meanings shown next to them:

IRH Isrighthere Ltd of Broadwater Barn, Part Lane, Riseley, Reading, Berkshire, RG7 1RU registered in England No. 4239857

Equipment any equipment, including any Software, owned or controlled by IRH and placed on the Site to provide the Service.

Agreement/Contract this agreement for the provision of the Service between IRH and the Customer comprising the following documents and, unless otherwise stated in the Service Schedule, in order of precedence: the order/registration form; the Service Schedule; the Conditions; the Customer Requirements Form (if any); and any other documents expressly incorporated by any of these documents or by agreement between the Customer and IRH

Conditions these Conditions for IRH Access Services

Customer the person with whom IRH contracts to provide the Service.

Customer Equipment any equipment, including any software, for use with the Service that is not part of IRH's network and which is owned or controlled by the Customer

Customer Requirements Form the IRH form that sets out the requirements for the Service agreed between the Customer and IRH

Group Company a subsidiary or holding company including a holding company, or a subsidiary of any such holding company, all as defined by Section 736 of the Companies Act 1985 and as amended by the Companies Act 1989

Intellectual Property Rights any patent, petty patent, registered design, copyright, design right, database right, rights in designs, invention, semiconductor topography right, know-how, or any similar right exercisable in any part of the world and including any applications for the registration of any patents or designs

Minimum Period the period stated in the Service Schedule, or the order/registration form, measured from the Service Start Date. Usually, 12 months.

Service the service or part of the service specified in the Service Schedule

Service Level the standard of Service set out in the Service Schedule

Service Schedule the schedule to these Conditions that describes the Service to be provided by IRH unless otherwise stated in the Service Schedule.

Service Start Date the date on which the Service is first made available to the Customer

Site the place(s) at which IRH provides the Service

Software any software and associated written and electronic documentation and data provided by IRH under the Contract

User anyone who is permitted by the Customer to use or access the Service

Singular, Plural, Gender

References to one gender include all genders and references to the singular include the plural and vice versa.

Legal Terms

References to any English legal term shall, in respect of any jurisdiction other than England, be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction.