

Company Reg No: 384 5616

Company VAT No: 314 3907 19

**INVOICE**

To Europe Copper Ltd  
483 Green Lanes  
London  
London  
N13 4BS

Page 1 of 2

Number 3612237

Date 04/07/2020

| Quantity | Details  | Net     | VAT     | Gross   |
|----------|--|---------|---------|---------|
| 1.00     | 1 X SOLO   Dell R230 Intel E3-1230v5 (3.4 GHz, 4 Core) 16GB RAM 2 x 500GB SSD RAID1 - Web/ DB - PG352777 04/07/2020 - 03/08/2020 | £161.00 | £32.20  | £193.20 |
| 1.00     | 1 X cPanel Premier Metal for Dedicated Server (100 Accounts) - PG352777 04/07/2020 - 03/08/2020                                  | £30.00  | £6.00   | £36.00  |
| 1.00     | 1 X Dedicated Cisco ASA v5 Firewall - PG352777 04/07/2020 - 03/08/2020   | £32.00  | £6.40   | £38.40  |
| 1.00     | 1 X UKFast Backup   300GB Allowance - PG352777 04/07/2020 - 03/08/2020   | £150.00 | £30.00  | £180.00 |
| 1.00     | 1 X BASEfund for Total Cover (for minimum term only) - PG352777 04/07/2020 - 03/08/2020  | £-77.50 | £-15.50 | £-93.00 |
| 1.00     | 1 X Discount of 10% for 37 Month contract (Excluding Licenses) (for minimum term only) - PG352777 04/07/2020 - 03/08/2020        | £-31.10 | £-6.22  | £-37.32 |
|          | Sub Total  | £264.40 | £52.88  | £317.28 |

Continues on next page

Net

VAT

Total



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Page 2 of 2

Number 3612237

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| Quantity                          | Details  | Net     | VAT    | Gross   |
|-----------------------------------|--|---------|--------|---------|
| 1.00                              | 1 X Partner Discount (for minimum term only) - PG352777<br>04/07/2020 - 03/08/2020 | £-44.35 | £-8.87 | £-53.22 |
| Payment due on receipt of invoice |  | Net     |        | £220.05 |
|                                   |  | VAT     |        | £44.01  |
|                                   |  | Total   |        | £264.06 |



## Enquiries

If you have a query about your account or any invoice, please call the Accounts Department (9am-5.30pm Mon - Fri)  
Calls to this number are charged at a local rate.

t. 0845 458 3535

f. 0870 458 4545

e. [accounts@ukfast.co.uk](mailto:accounts@ukfast.co.uk)

For all written enquiries, please address your letter to:

Accounts Department, UKFast.Net Ltd, UKFast Campus, Birley Fields, Manchester, M15 5QJ.

## Changing contact details

If any of your company details change, you are able to update your records directly using your Online Client Control Panel. This automatically changes the details accessed by our accounting system. If you forget your password or you are unable to log into your Client Area please email [support@ukfast.co.uk](mailto:support@ukfast.co.uk)

## New services

If you want advice on new services or you wish to amend existing services please call **FREE** on **0800 458 4545**.

## Striving for improved communication

We are determined to give you excellent customer service. A great deal of energy is invested into staff training and communication. If you have a problem or if you are unhappy with the way we have dealt with you, please call 0845 458 4545 and ask to speak with a manager.

## Payment Methods available to you



### **Online**

Paying online is quick, easy and secure and your account is updated instantly.



### **Direct Debit**

Make life easier and pay by Direct Debit. It only takes a minute to setup online and future payments will be taken automatically, remove the hassle of monthly payments via credit or debit card, cheque or BACS.

Set up Direct Debit Online Now via MyUKFast - <http://www.ukfast.co.uk/myukfast.html>

Or if you prefer, contact our accounts team on 0845 458 3535 to arrange Direct Debit over the phone.



### **Phone**

Simply call UKFast on 0845 458 3535 and ask to speak to someone in accounts. Have your credit or debit card ready. We accept VISA, DELTA, MASTERCARD, SWITCH/MAESTRO.



### **Automatic Bank Transfer**

Name: UKFast.Net Ltd

Sort Code: 01-10-01

Account No: 69548579



### **Cheque**

Please make your cheque payable to UKFast.Net Ltd.

Send your payment to:

Accounts Department, UKFast.Net Ltd, UKFast Campus, Birley Fields, Manchester, M15 5QJ.

## Terms and conditions of business and domain name terms

The contract between you and UKFast.Net Ltd is subject to our Terms and Conditions, Domain Name Terms, Privacy Policy and Acceptable Usage Policy, copies of which can be found on our site at: <http://www.ukfast.co.uk/terms.html>

By using UKFast.Net Ltd to register or host your domain, or for any other Internet related service you automatically agree to our Terms and Conditions, Domain Name Terms, Privacy Policy and Acceptable Usage Policy.



# terms and conditions

## 1. DEFINITIONS

In these terms and conditions of business the following words shall have the following meanings:

- 1.1 "Agreement" means the Order Form, the Conditions, Service Terms (to the extent applicable to the Services being supplied), the Domain Terms, the AUP and the SLA;
- 1.2 "AUP" means the Acceptable Use Policy of the Company, a copy of which may be found on the Company's website and as may be updated from time to time;
- 1.3 "Auditors" means collectively the internal and external auditors and audit personnel of the Customer, details of whom are added to the MyUKFast portal by the Customer prior to any proposed audit of the Company;
- 1.4 "Change Recommendation" means the change(s) which may be recommended by the Company at any time in writing in accordance with the mechanism set out in Clause 3.2;
- 1.5 "Change Request" means the change(s) which may be requested by the Customer at any time in writing in accordance with the mechanism set out in Clause 3.2;
- 1.6 "Change Response" means the written response provided by the Company to the Customer in accordance with Clause 3.2 following an investigation into the effect(s) of the proposed change(s);
- 1.7 "Company" means UKFast.Net Limited (Company Registration Number 03845616) whose registered office is situated at UKFast Campus, Bireley Fields, Manchester M15 5QJ;
- 1.8 "Company's Network" means the network owned and operated by the Company for the purpose of connecting the Customer to the Internet;
- 1.9 "Conditions" means these terms and conditions;
- 1.10 "Customer" means any person or organisation with whom the Company enters into the Agreement and as stated on the Order Form;
- 1.11 "Customer Data" means any and all data input into and through the Services by the Customer and the Customer's clients;
- 1.12 "Domain Terms" means the domain terms applicable to the Customer, a copy of which may be found on the Company's website;
- 1.13 "Initial Term" the minimum term stated on the Order Form commencing from the date upon which the Services are made available to the Customer (being when server details are provided in writing to the Customer once the server build is completed);
- 1.14 "Internet" means the global data network comprising interconnected networks to which the Company is connected and provides access to its Customer(s);
- 1.15 "Internet Protocol Address" means such sequence of alphanumeric or numeric only characters as assigned by the Company to the Customer;
- 1.16 "IPv4/IPv6" means Internet Protocol Version 4 or Version 6 (as the case may be);
- 1.17 "Order Form" means the Company's Order Form (which is signed by the Customer or electronically signed by submission of the Customer's UKFast unique pin code) relating to the Services to be provided by the Company to the Customer;
- 1.18 "Parties" means the Customer and the Company and "Party" shall mean such of them as the context requires;
- 1.19 "Password" means the alphanumeric characters chosen and used exclusively by the Customer at its own risk for the purpose of securing and maintaining the exclusivity of its access to the Company's Services;
- 1.20 "Sanctions" means any trade, economic or financial sanctions laws, regulations or restrictive measures administered, enacted or enforced by the Security Council of the United Nations and/or the governments and official institutions of any of the United States of America, the European Union and/or the United Kingdom from time to time;
- 1.21 "Securely Delete" means using any and all means (including shredding or incineration in compliance with the National Institute for Standards and Technology (NIST) 800-88 standard) of deleting all data and information to ensure that the data and information deletion is permanent and cannot be retrieved, in whole or in part, by any data or information retrieval tools or similar means in accordance with the Customer's prior written instructions.
- 1.22 "Services" means the services to be provided by the Company described in the Order Form and the SLA to be provided by the Company to the Customer;
- 1.23 "Service Terms" means the terms outlined in the product terms and conditions page of the UKFast website <https://www.ukfast.co.uk/terms/products.html>.
- 1.24 "SLA" means the Service Level Agreement of the Company (being either the standard SLA or SLA+ (as the case may be)) as set out on the Order Form, a copy of which has been made available to the Customer prior to signature of the Order Form;
- 1.25 "Term" the Initial Term and any extension to this Agreement thereafter subject to clause 11.2;
- 1.26 "Termination Assistance Period" means the period of time between the effective date of the termination notice and 90 days after the effective date of the termination of the Agreement;
- 1.27 "Termination Assistance Services" means the Services to the extent the Customer requests the Services during the Termination Assistance Period;
- 1.28 "User" means any person, organisation or other entity that employs the Services provided by the Company and is in most cases the Customer; and
- 1.29 "Username" means a sequence of alphanumeric characters as are used by the Customer to identify itself.

## 2. ACCEPTANCE OF AGREEMENT

- 2.1 The Customer acknowledges that the Conditions prevail over any of the Customer's own standard terms and conditions whether set out on the Customer's own standard order form or otherwise. In the event of any conflict between the Conditions and the Agreement for the Services then the Conditions shall prevail. In the event of any conflict between the SLA and any product specific SLA set out in the Service Terms, the product specific SLA in the Service Terms shall prevail over the SLA in relation to that part of the Services.
- 2.2 Without prejudice to Clause 28, save as expressly otherwise provided, changes can only be effected in accordance with the following change control mechanism:
  - (a) either the Company may recommend, or the Customer may request, at any time in writing changes to the Services or other provisions of the Agreement; the Customer shall make such request by raising a support ticket or notifying its UKFast account manager;
  - (b) the Company will notify the Customer in writing within 10 working days of either the Company making a change recommendation (known as "a Change Recommendation") or receiving a written request for changes from the Customer (known as "a Change Request") of the time needed to investigate the implication(s) of the proposed change(s) together with the costs (if any) to be charged by the Company to the Customer for undertaking such an investigation;
  - (c) assuming the investigation proceeds (since it is for the Customer to give the Company a written instruction to investigate the implication(s) of the proposed change(s) by first having agreed to pay any costs to be charged by the Company to the Customer for undertaking it) the Company will give a written response (known as "a Change Response") showing the effect(s) of the proposed change(s) including:
    - (i) a project timeline;
    - (ii) any additional expenses and/or charges that will be incurred;
    - (iii) any effect(s) on other contractual provisions of the Agreement should the proposed change(s) be implemented and in so doing the Company shall use all reasonable endeavours to ensure that the Change Response is given within 10 working days (or such longer period as may be reasonably agreed between the Parties) of receipt by the Company of a written instruction to investigate the implication(s) of the proposed change(s);
    - (d) should the Customer wish to proceed with the proposed change(s), it will instruct the Company in writing of its wish as soon as reasonably practicable after receipt of the Change Response but in any event not later than 10 working days of receipt of the Change Response (or such longer period as may be reasonably agreed between the Parties) and in such a case those parts of the Agreement affected by the proposed change(s) once implemented will then be deemed to be varied in accordance with the details set out in the Change Response which will then form part of the Agreement; and
    - (e) until any change is agreed in writing and implemented the Parties shall continue to perform their respective obligations under the Agreement as if the change had not been proposed. The Company shall use reasonable endeavours to implement the proposed change(s) in accordance with any agreed project timeline.

## 3. SERVICES

- 3.1 The Company shall provide the Services to the Customer in accordance with the Agreement. The Customer warrants that the signatory to the Order Form has all requisite and due authority to bind the Company to the Agreement.
- 3.2 Without prejudice to Clause 28, save as expressly otherwise provided, changes can only be effected in accordance with the following change control mechanism:
  - (a) either the Company may recommend, or the Customer may request, at any time in writing changes to the Services or other provisions of the Agreement; the Customer shall make such request by raising a support ticket or notifying its UKFast account manager;
  - (b) the Company will notify the Customer in writing within 10 working days of either the Company making a change recommendation (known as "a Change Recommendation") or receiving a written request for changes from the Customer (known as "a Change Request") of the time needed to investigate the implication(s) of the proposed change(s) together with the costs (if any) to be charged by the Company to the Customer for undertaking such an investigation;
  - (c) assuming the investigation proceeds (since it is for the Customer to give the Company a written instruction to investigate the implication(s) of the proposed change(s) by first having agreed to pay any costs to be charged by the Company to the Customer for undertaking it) the Company will give a written response (known as "a Change Response") showing the effect(s) of the proposed change(s) including:
    - (i) a project timeline;
    - (ii) any additional expenses and/or charges that will be incurred;
    - (iii) any effect(s) on other contractual provisions of the Agreement should the proposed change(s) be implemented and in so doing the Company shall use all reasonable endeavours to ensure that the Change Response is given within 10 working days (or such longer period as may be reasonably agreed between the Parties) of receipt by the Company of a written instruction to investigate the implication(s) of the proposed change(s);
    - (d) should the Customer wish to proceed with the proposed change(s), it will instruct the Company in writing of its wish as soon as reasonably practicable after receipt of the Change Response but in any event not later than 10 working days of receipt of the Change Response (or such longer period as may be reasonably agreed between the Parties) and in such a case those parts of the Agreement affected by the proposed change(s) once implemented will then be deemed to be varied in accordance with the details set out in the Change Response which will then form part of the Agreement; and
    - (e) until any change is agreed in writing and implemented the Parties shall continue to perform their respective obligations under the Agreement as if the change had not been proposed. The Company shall use reasonable endeavours to implement the proposed change(s) in accordance with any agreed project timeline.
- 3.3 All key personnel and subcontractors provided by the Company to perform the Services pursuant to the Agreement shall have the appropriate technical and application skills to enable them to adequately perform their duties. The Company will use reasonable endeavours to ensure continuity in staffing of its key personnel. The Services shall be performed in a good and workmanlike manner and in accordance with all applicable laws.
- 3.4 The Customer agrees to procure the agreement and understanding of the Customer's own customers where the Services are to be sold to third parties and procure in writing the agreement of such customers that they agree to terms and conditions no less onerous than those contained in the Conditions.
- 3.5 The Customer agrees not to oversell the Services (or any part thereof) under the Agreement to any third party.
- 3.6 Total data sent and received within the Company's network is calculated monthly per customer and measured in Gigabytes rounded up to the next 1 Gigabyte. The total bandwidth for the solution is stated on the Order Form and the Company reserves the right to charge the Customer for additional bandwidth in excess of the stated bandwidth per month.
- 3.7 The Company does not warrant that the Company's technology or the Services will be compatible with any equipment, software or other technology not furnished by the Company.
- 3.8 The Company and the Customer record their intention that the Company shall not access in any way Customer Data and that the Customer controls the security of the application environment within which the Customer Data is stored.
- 3.9 By way of evidence that information security is implemented and operated in accordance with the Company's information security policy from time to time, copies of which are provided by request, the Company shall provide the Customer upon written request (via the MyUKFast portal) as soon as reasonably practicable with copies of certifications maintained by it and reasonable evidence of operation in accordance with its information security policies.
- Upon the Customer's written request (via the MyUKFast portal) with reasonable notice within normal working hours, once per annum the Company will perform a data protection audit in respect of the Company, and its subcontractors, including locations at or from which the Services are provided by Auditors. Any audit shall be chargeable by the Company at a rate of £1200 plus VAT per day. In the case of any visit to a Company data centre such visit shall have to be accompanied by a Company representative. The parties acknowledge that the Auditors will have to follow strict security procedures in relation to such audits and that access will be limited to such parts of the premises as the Customer shall reasonably require and for such persons as are notified via the MyUKFast portal in advance by the Customer. If the Customer's server is to be removed from its location and moved to a work area, this would require a Company engineer to be present and the Customer shall pay a rate of £75 (plus VAT) per hour for the services of such engineer. During each audit, the Company will grant the Auditors reasonable access to relevant books, records, systems, facilities, controls, processes and procedures to the extent related to a reasonable assessment of the Company's data protection procedures and without compromising the confidentiality of itself or any other customer. The Company will, in a timely manner, cooperate so far as is reasonable with the Auditors. The Customer shall use reasonable endeavours to procure that Auditors will seek to avoid disrupting the Company's normal business operations during any audit. The Auditors shall not seek access to information or data belonging or relating to any other customer of the Company or which does not relate to the Services.
- 3.10 The Company will return to the Customer all Customer Data within 30 days of written request, such request made via secure ticket of the Customer, in accordance with the Company's procedure. The Customer shall provide a disk onto which such Customer Data is to be transferred and shall be responsible for arranging for secure courier collection of the same.

3.11 Upon the Customer's written instruction made via secure ticket of the Customer, the Company will either: (i) Securely Delete electronic Customer Data from all media within 30 days of that direction (or such within such sooner period as the Parties may agree in writing); this shall include back ups which shall be deleted in accordance with the Company's decommissioning policy or (ii) to the extent that Customer Data is in a form or media other than electronic, comply as soon as reasonably practicable with the Customer's written instruction made via secure ticket of the Customer to Securely Delete that Customer Data. The Company will certify in writing that the Company has complied with its obligations under (i) and (ii), as the case may be, including in compliance with the Customer's instructions. To the extent that Customer Data cannot be so Securely Deleted due to lawful reasons and to the extent that the Customer expressly agrees in writing, the Company shall promptly provide a written description of measures to be taken that will ensure, for as long as any Customer Data remains under the Company's control, the continued protection of such Customer Data, in compliance with the requirements of the Agreement.

## 4. THIRD PARTY SOFTWARE AND HARDWARE/ LICENCES

- 4.1 All third party software and hardware shall be sold subject to the Customer's acceptance of the relevant suppliers' software licence(s) for such third party software and the Customer confirms acceptance of such terms by entering into this Agreement. The Company aims, wherever possible, to pass onto the Customer the benefit of any and all representations and warranties it receives from third party software suppliers but is under no obligation to do so given that such matters lie outside the Company's control.
- 4.2 The Customer shall inform the Company as soon as practicable of any new Users who at any time during this Agreement have access to any Microsoft® product under a subscriber access licence. The Customer warrants to the Company that it shall notify the Company promptly if at any time during the Agreement it installs any non-Company Microsoft® provided software on its system. The Customer shall not at any time amend the ukfast.support credentials on its system without the prior consent of the Company or transfer images of the Company's Windows Servers outside of the Company's Network. If a Customer wishes to use "License Mobility", the Customer shall notify Microsoft® by submission of a "License Mobility" form within 10 days of deployment thereof. The Customer agrees that the Company shall be entitled to disclose details of its identity to Microsoft® and other third party software vendors where the Company is contractually obligated to do so for licensing purposes.
- 4.3 If the Customer uses any non-Company provided software on its system the Customer warrants to the Company that it is duly licensed to use the software, that the licence grants sufficient rights to the Company to enable the Company to provide the Services in accordance with the Agreement and is a party to an appropriate written licence agreement with the software vendor. As the Company acts as a reseller for various third party software vendors, the Customer agrees to provide evidence of such licence(s) and/or compliance with such non-Company provided licence(s) upon the Company's reasonable request. If the Customer fails to provide reasonable evidence of licensing, the Company, at its discretion, may terminate the Agreement, suspend the Services pursuant to clause 10 or charge the Customer the standard fee and any related penalty which the Company is liable for under its licensing agreement with the relevant software vendor. The Customer shall indemnify the Company for any costs, claims, losses, damages, liabilities, demands and/or expenses including legal costs incurred and/or suffered as a result of any failure by the Customer to be appropriately licenced in respect of non-Company provided software.
- 4.4 The Company is subject to rights of audit where it acts as a reseller for third party software. Accordingly the Customer acknowledges and agrees that the Company may regularly run a series of scripts on the Customer's server(s) to determine what software is held on the server, how many Users have access to each piece of software and assess any additional fees that may be payable and shall provide reasonable and prompt assistance in relation to any information or audits requested by such third party software suppliers.
- 4.5 The Customer's non-Company licensed software may not be compatible with the Company's standard process for deploying the Services. The Customer agrees that the Company will not be in breach of any SLA or other obligation under this Agreement that would not have occurred but for the use of use of non-Company licensed software.
- 4.6 The pricing set out in the Order Form for third party software may vary during the Term based upon a number of variables including (but not limited to) the Customer's specific requirements, changes to the number of Users, changes to functionality, changes in exchange rates and changes in pricing by the third party software vendors on or after the date on which the software is ordered all of which said matters lie outside the control of the Company.
- 4.7 To the extent that third party software is supplied by the Company, the Customer may procure support services in accordance with the details set out in the Order Form but the Company's offer to provide these support services is contingent upon the Company's ability to obtain such support from the appropriate third party software supplier as a result of which the Company cannot and does not warrant that third party software is or will be supported by the Company because such matters lie outside the control of the Company.

## 5. RIGHT TO CHANGE USERNAME, INTERNET PROTOCOL ADDRESS, PASSWORD

- 5.1 The Company shall have the right at any time to change the Username, Internet Protocol Address and/or Password allocated by the Company to the Customer for the purpose of essential network maintenance, enhancement/modernisation or other work deemed necessary for the effective operation of the Company's Network. The Customer acknowledges that the Company cannot guarantee the availability of Internet Protocol Addresses under IPv4 and in future it may be necessary for the Company to allocate additional Internet Protocol Addresses which are requested under IPv6.
- 5.2 The Company shall have the right at any time to make non-service affecting changes to the Company-managed infrastructure including hardware nodes and switches.

## 6. PAYMENTS

- 6.1 All charges for the Services shall be detailed on the Order Form. Invoices shall be raised and be payable in sterling unless otherwise agreed in writing with the Company. Set up fees and any monthly fees which are agreed to be paid in advance as stated on the Order Form will be invoiced following signature of the Order Form. Invoicing of fees for subsequent months shall commence 30 days after the Services are made available to the Customer (monthly in advance) unless otherwise agreed and stated on the Order Form. All payments shall be due to the Company on presentation of invoice or as otherwise stated on the Order Form.
- 6.2 The Company reserves the right to vary all charges to the Customer with one month's notice but any such variation shall only take effect on the date of expiry of the Initial Term or in each year on the anniversary of the date of the Order Form (whichever is the earlier). Any discount agreed at commencement of the Services (as specified on the Order Form) shall apply to the Initial Term only.
- 6.3 Itemised details of excess usage of bandwidth and any other relevant charges may only be made available to the Customer if ordered in advance but the Company in any event reserves the right to make reasonable additional charges for the provision of these details.
- 6.4 The Company reserves the right to charge interest on late payments at the rate of 5% above the Bank of England Base Rate in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 as amended by the Late Payment of Commercial Debts Regulations 2002.
- 6.5 All charges and tariffs are quoted exclusive of Value Added Tax.
- 6.6 The Company reserves the right to charge payment terms and require deposits if the Customer is more than 30 days late in making payments during the term of the Agreement in addition to or in lieu of any other remedies set out in the Conditions or otherwise available at law or in equity.

## 7. USAGE

- 7.1 The Customer hereby agrees to accept and abide by the AUP. The Customer shall indemnify the Company for any costs, claims, losses, damages, liabilities, demands and/or expenses including legal costs incurred and/or suffered by the Company as a result of any failure by the Customer to abide by the AUP.

## 8. EQUIPMENT

- 8.1 Equipment leased from the Company shall at all times remain the property of the Company.

## 9. LIABILITY – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 9.1 Nothing in the Agreement shall limit the Company's liability to the Customer for
  - 9.1.1 death or personal injury resulting from the Company's negligence; or
  - 9.1.2 any other act or omission of the Company for which liability may not be limited in law.
- 9.2 The Company's maximum aggregate liability arising under or in connection with a breach of Clause 17 of the Agreement shall not exceed the greater of:
  - (a) £10,000 (TEN THOUSAND POUNDS); and
  - (b) the total amounts paid by the Customer under Clause 6.1 in the month when the event giving rise to the liability occurs (or the first event in any series of connected events) occurs.
- 9.3 Except for the Company's liability to the Customer listed in Clause 9.1 (where no limit applies) and under Clause 9.2 above relating to a breach of Clause 17, the Company's aggregate liability arising under or in connection with the Agreement for the provision of the Services whether in contract, tort, negligence, breach of statutory duty or otherwise howsoever arising shall not exceed the greater of:
  - (a) £5,000 (FIVE THOUSAND POUNDS); and
  - (b) the total amounts paid by the Customer under Clause 6.1 in the month when the event giving rise to the liability occurs (or the first event in any series of connected events) occurs.
- 9.4 Notwithstanding Clause 9.2 and Clause 9.3, in no case shall the Company be liable either to the Customer or to any third party for or in respect of any
  - 9.3.1 indirect, consequential, special or economic loss; or
  - 9.3.2 loss of profit, loss of business, loss of goodwill, loss of reputation, loss of turnover, loss of reputation, loss of anticipated savings or loss of margin (in each case whether direct or indirect);arising from its performance or non-performance of its obligations in connection with the Agreement whether arising from breach of contract, tort, breach of duty, negligence or any other cause of action even if the event was foreseeable by the Company or the possibility thereof is or has been brought to the attention of the Company.
- 9.5 Except for the purposes of Clause 9.1, no action or proceedings against the Company arising out of or in connection with the Agreement shall be commenced by the Customer more than one year after the Services have been rendered and in this respect the Customer acknowledges that this clause constitutes an express waiver of any and all of its rights under any otherwise applicable statute of limitations.

## 10. SUSPENSION

- 10.1 Subject always to the provisions of Clause 15, the Services may be suspended by the Company 5 days after a notification of suspension has been issued by email and without prejudice to the Company's rights of termination under Clause 11 in the event of the Customer:
  - (a) failing to make any payment to the Company on the relevant due date for payment;
  - (b) doing or allowing anything to be done which contravenes the AUP; or
  - (c) being in breach of clause 4.3; or
  - (d) being otherwise in breach of the Conditions.Back-up services shall cease to be provided upon suspension of work area which may take place before the server is switched off. Unless otherwise agreed by the Company in writing, Services will be permanently decommissioned 5 days after the date of termination, in which case data will be permanently deleted by not later than 30 days thereafter.
- 10.2 Suspension shall not affect the liability of the Customer to pay charges and other amounts to the Company.

## 11. TERM AND TERMINATION

- 11.1 Subject to clause 11.2 below, the Agreement shall come into effect on the signature of the Order Form (or electronic signature of the Order Form by submission of the Customer's UKFast unique pin code) and remain in force for the Term.
- 11.2 Termination of the Agreement can be effected:
  - (a) by the Customer giving the Company not less than 30 days' prior written notice (in accordance with Clause 16.1) which notice shall expire on or after