# General Terms and Conditions:

# Highland Broadband for Business Services

## Valid from 01.07.2025

These are the terms and conditions that apply to the use of the Services and they form part of the Contract, as defined below.

## 1 Definitions

**"Acceptable Use Policy"** or **"AUP"** means the Highland Broadband for Business Acceptable Use Policy available relating to the use of the Services as modified from time to time.

**"Affiliate"** means a subsidiary or holding company of either Us or You and any subsidiary of such holding company (where "holding company" and "subsidiary" have the meanings set out in section 1159 of the Companies Act 2006).

**"Business Day"** or **"Business Hours"** means 08:00-20:00 Monday through Friday excluding public holidays in Scotland.

**"Commencement Date"** means the date on which We accept your Order Form.

**"Contract"** has the meaning provided at clause 2.1.

**"Confidential Information"** means all information disclosed by Us or You to the other, whether before or after the Commencement Date, that the recipient should reasonably understand to be confidential, including: (i) for You, all information transmitted to or from the Services (including software and manuals), (ii) for Us, unpublished prices and other terms of service, audit and security reports, product development plans, solution diagrams, data centre designs, and other proprietary information or technology, and (iii) for both parties, information that is marked or otherwise conspicuously designated as confidential or information that would be regarded as confidential by a reasonable business person.

**"Confirmation Email"** means the email from Us to You confirming your Order Form for the Services, which shall set out certain key information, including the products and tariffs, Your name and address, Our name and address, Your contract start and end dates and Your connection type;

**"Customer"** means the person, group of persons or other entity whose name and address are set out in the Order Form.

**“Customer Information”** means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) published or otherwise made available (directly or indirectly) by or on behalf of the Customer by using the Services.

**“Equipment”** means equipment detailed on the Order Form or placed on a Customer site by Highland Broadband for Business for the provision of the Services.

**“Highland Broadband for Business”** means Highland Broadband Networks Limited T/A Highland Broadband for Business, incorporated and registered in Scotland with company number SC494551 whose registered office is Highland Broadband Networks Limited, Suite 2, Ground Floor Orchard Brae House, 30 Queensferry Road, Edinburgh, United Kingdom, EH4 2HS.

**“Minimum Contract Term”** means the minimum service period as set out in the Order Form.

**“Operational Service Date”** means the date when the Services is first made available for use by the Customer.

**“Order Form”** means the form for the supply by Highland Broadband for Business of the Services.

**“Price Guide”** means the prices relating to the Services set out on our website, as amended from time to time.

**“Privacy Policy”** means the privacy policy as set out on our website, as amended from time to time.

**“Service Description”** means the written description of the Services specified in the Order Form.

**“Service Levels”** means the service levels for the Services, if any, as set out in the Order Form.

**“Service Specific Terms”** means any specific terms and conditions for the particular Services as listed in the Order Form.

**“Services”** means the Services that Highland Broadband for Business provides as set out in the Order Form and any other Services that may be agreed between the parties from time to time.

**“Us”** or **“We”** means Highland Broadband for Business and references to ‘Our’ or ‘our’ should be construed accordingly.

**“You”** means the Customer and references to ‘Your’ or ‘your’ should be construed accordingly.

## 2 Commencement

2.1 These terms and conditions, together with the Order Form and Acceptable Use Policy form part of the contract for the Services ("Contract").

2.2 The Contract shall take effect from the Commencement Date, and shall continue in force for the Minimum Contract Term and then continue until terminated in accordance with the Contract.

2.3 You confirm that You are legally established as a business, authorised to enter into the Contract and carry out Your responsibilities under it. You confirm that You have placed Your Order Form for purposes related to Your trade, business or profession and that this is a business to business transaction.

2.4 In the case of conflict, the Order Form shall take precedence to these terms and conditions.

## 3 The Service Period

3.1 At the end of the Minimum Contract Term, unless You give Us 30 days' notice to terminate the Contract in writing, Your Contract shall continue with Us on a rolling six (6) month basis until You choose to bring the Contract to an end in accordance with clause 10, or the Contract is terminated by Us in accordance with clause 10. The applicable tariff for the Services at the end of the Minimum Contract Term will be linked to Our Price Guide at that time or as set out in the Order Form or as otherwise agreed by You and Us in writing. Unless otherwise set out in these terms and conditions, You shall not be entitled to end the Contract before the expiry of the Minimum Contract Term.

3.2 If You are a Customer with ten (10) or fewer employees (including volunteers) either at the time of receiving the Confirmation Email or over the course of when the Services are being provided to You, You understand and agree to waive Your right, as provided for under the Ofcom General Conditions of Entitlement where applicable, to have a Contract with a maximum minimum term of twenty-four (24) months.

## 4 Our Obligations

4.1 We will provide the Services in accordance with the relevant Service Descriptions, Service Levels and any other specifications set out in the Order Form.

4.2 We will use reasonable endeavours to provide the Services in the time frame given to You. All dates are estimates and We will use reasonable endeavours to update You with any changes to the Operational Service Date. We have no obligation to meet any specified date and no liability for any failure to meet any date, unless the Order Form says otherwise.

4.3 We aim to provide uninterrupted service but from time-to-time faults may occur. We will use reasonable efforts to repair any faults in accordance with the Order Form and any applicable Service Levels.

4.4 We will provide the Services in accordance with applicable law and all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. To the extent to which We process personal data in connection with the provision of the Services, We do so in accordance with all applicable requirements of data protection legislation and Our Privacy Policy.

4.5 The costs of delivery and installation will be displayed to You on Our website (or any other equivalent web address We tell You about from time to time or as updated from time to time), and We reserve the right to make changes to these costs from time to time.

4.6 During the order process We will let You know when We will be able to deliver and install the Equipment and begin to provide the applicable Services to You (the "Installation Date"). Please note that We may not be able to offer You your preferred Installation Date.

4.7 If no one is available at your premises to take delivery and allow installation of the Equipment on the agreed Installation Date We reserve the right to charge You any reasonable costs incurred by Us as a result. A person over the age of 18 who can make decisions about where and how We install must be at the premises during the installation. If no person over the age of 18 is present, We will not be able to make delivery and install the Equipment on that date. Please note that if You rent the premises, You must have permission from the owner of the building to install Our Service.

In these circumstances, We will contact You for further instructions and We reserve the right to apply charges for storage costs and any further delivery costs. If, despite Our reasonable efforts, We are unable to contact You or re-arrange delivery and installation We may end the contract.

4.8 We shall not be liable should You arrange any third-party supplier, including but not limited to, third party IT professionals, to attend the premises on the Installation Date in circumstances where they are unable to provide their service, as We cannot guarantee the time of completion of the work. We are only responsible for Equipment that We provide to You as part of the Service You have purchased. If You choose to use any other equipment (such as a router) We cannot guarantee that it will work with Our Equipment and will not be liable for any loss, damage, or issues with quality of service arising from Your use of such equipment. We will not be liable for any failure or default of our Services if third party equipment used by You in connection with the Services is not fit for purpose or incompatible with our Equipment or Services.

4.9 In order to prepare the access point to install the Equipment, We will require external and internal access to your premises. The location of the access point is at Our discretion, however You can request an alternative location. Where You have requested an alternative access point, We reserve the right to charge a non-standard installation fee, the cost of which will be confirmed with You prior to any work commencing. If You do not allow Us access to your premises on the Installation Date to install the Equipment as arranged, We will apply charges for any reasonable costs incurred by Us as a result. If, despite Our reasonable efforts, We are unable to contact You or re-arrange access to Your premises We may terminate the contract. We are not responsible for connecting any third-party equipment We have not provided to You.

4.10 You become responsible for the Equipment from the time We deliver and install the Equipment at the premises. You must not dispose of the Equipment and must return the Equipment to Us at the end of the contract (or allow Us to collect the Equipment when reasonably requested to do so). Where We need to replace or repair any Equipment which has been damaged, or becomes faulty due to misuse, charges will apply. For the avoidance of doubt, the Equipment shall remain the property of Us at all times.

4.11 We may need You to provide Us with certain information so that We can confirm the access point to install the Equipment and supply the Services to You, for example, the address and type of premises which You work from. We will contact You to ask for this information if this is not provided in full when You submit Your Order Form. If You do not give Us this information within a reasonable time of Us asking for it, or if You give any incomplete or incorrect information, We may either end the Contract or make an additional charge of a reasonable sum to compensate Us for any extra work that is required as a result. Any information provided must be true and accurate, and You must inform Us should You update Your contact details. We will not be responsible for supplying the Equipment or Services late or not supplying any part of them if this is caused by You not giving Us the information We need within a reasonable time of Us asking for it, or if this is caused by You giving Us incorrect information.

## 5 Your Obligations

5.1 You must use reasonable security precautions in connection with Your use of the Services.

5.2 You shall not at any time attempt to circumvent any system security or attempt unauthorised access to any element of the Services.

5.3 You confirm that You have the permission from the owner or landlord of the premises in which the Services are to be provided for Us and Our installation partners to install, operate and maintain the Equipment.

5.4 You must comply with all applicable law, including any trade or export control laws, all applicable requirements of data protection legislation and all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010, in relation to Your receipt and use of the Services. You must not use the Services or allow the Services to be used in a way that does not comply with the terms of any legislation, instructions or guidelines issued by regulatory authorities or any license applicable to You or that is in any way unlawful.

5.5 You shall comply with any reasonable conditions or instructions received from Us in relation to the Services or the Equipment in writing from time to time.

5.6 You must not re-sell the Services or Equipment to a third party, although where You operate in the hospitality sector this does not prevent You from charging individuals for access to broadband at locations where the Services are provided on condition that We shall not have any liability to such individuals.

5.7 You shall take reasonable care of the Equipment and shall comply with any instructions for its maintenance and use set out in the Service Descriptions or otherwise notified by Us to You in writing. You undertake to hold harmless and shall reimburse Us for any loss of or damage to any Equipment caused by Your failure to comply with the requirements of this clause 5.7 or the applicable Service Descriptions. You shall notify Us immediately of any loss of or damage to any Equipment.

5.8 You must cooperate with Us and comply without unreasonable delay with any reasonable requests We make to assist Us to provide the Service to You.

5.9 Subject to clause 11.2, We will not have any liability to You if We fail to comply with any of Our obligations under the Contract if such failure is due to Your failure to comply with any of Your obligations under the Contract, or carrying them out late, in which case You will be liable to Us for any reasonable costs We incur as a result of Your failure.

5.10 As part of the onboarding process You consent to Us performing a credit check via a third party. This will be used to assess Your financial stability and ability to repay debts. Following on from this a decision may be made on set credit limits.

## 6 Changes to the Contract and the Services

6.1 We may from time to time vary: (i) the tariff; and/or (ii) the prices, terms and conditions set out within the Order Form or Contract. Where the tariffs are set out in the Order Form or Contract, such variation shall take effect from the date the variation is notified to take effect to You. You agree that variations to the Price Guide shall take effect from the date the variation is published at www.highlandbroadband.co.uk/business (or any other equivalent web address We tell You about from time to time or as updated from time to

time) and that such publication shall constitute adequate notification of the variation. It shall be the responsibility of You to review the Price Guide periodically.

6.2 You acknowledge and agree, that the monthly costs for the Services may change during the Minimum Contract Term. You will not be entitled to terminate the contract on the grounds of these changes taking effect.

6.3 Where your Minimum Contract Term has ended and your Services with Us is continuing on a rolling six (6) month basis in accordance with clause 3.1, We reserve the right to increase the cost of Your tariff at any time after giving You a minimum of 30 days' notice. In such an event, You will be entitled to terminate the Services without penalty, in accordance with clause 10. We may reduce the cost of Your tariff at any time without giving You notice, and this would not give You the right to terminate the Services.

6.4 We reserve the right to modify the Contract as is reasonable from time to time. Where this happens, We will notify You with a minimum of 30 days' notice before the changes to the Contract take effect. The reasons We may make changes include, but are not limited to;

(a) complying with any legal or regulatory obligation, decision or request;

(b) changing the conditions relating to a Service in order to reflect contractual changes imposed upon Us by Our suppliers;

(c) introducing new products, improved Service features, variations that are necessary by virtue of any new law or regulation or as required by any regulator or other competent authority;

(d) introducing process changes (including changes to the Acceptable Use Policy), provided that they are not to Your detriment;

(e) maintaining the integrity or security of the Service or any network;

(f) improving clarity, or making corrections to typographical errors;

(g) changing the processes and procedures detailed in any Service Description.

6.5 Where any variation by Us to the Contract is of material detriment to You, We will provide You at least 30 days written notice (save where this is not practicable due to a change imposed by a legal or regulatory body) and You will have the right to terminate the Services in accordance with clause 6.3.

6.6 We reserve the right to make changes to the Services so long as the performance of the Services are not materially adversely affected.

6.7 We will endeavour to notify You of any change at least 30 days' before it happens, save where Our compliance with any legal or regulatory obligations requires a shorted period

of notice or no notice. If there is no material change or it will see an improvement in the Service, 30 days' notice will be waived.

6.8 In respect of changes to the Contract made under clause 6.5 or 6.6 such changes shall not require a new Contract to be signed by You and Us and shall take effect at the expiration of any notice which may be provided by clause 6.7, or immediately where no notice is given.

6.9 We may from time to time make test or trial services and/or promotional offers ("Offers") available to You. Such Offers may be subject to specific terms and conditions ("Promotional Terms and Conditions"). Promotional Terms and Conditions may require a variation to the Contract in which case You will be deemed to have accepted such variation upon Your acceptance of the Offer. Unless otherwise stated in the Promotional Terms and Conditions, an Offer may be amended or withdrawn by Us at any time and without notice. For the avoidance of doubt, We are not obliged to include You in any Offer made to other customers. Unless expressly permitted under the terms of a specific promotional offer, current and former customers, under the same or any other identity, are ineligible for any promotional offer reserved for new customers.

## 7 Charges and billing

7.1 Except where otherwise set out in the Contract, all charges and other sums due from You in respect of the Services shall be set out in the Order Form and/or the Price Guide and/or the invoice applicable to such Services. We will bill You, and You will pay Us, in pounds sterling. Value Added Tax will be added to our invoices as appropriate and You must pay any Value Added Tax We include in Our invoice. You must pay Our bill by the method of payment set out in the relevant invoice or Order Form. If You make a payment by a different method, We may refuse to accept it or charge an extra administration fee. If We ask You to pay by direct debit and You pay by another method, We will charge You a fee as set out in the Order Form or the Price Guide.

7.2 Charging will begin on the Operational Service Date or as otherwise set out in the Order Form.

7.3 Your bill will be sent to Your email address (unless You have asked for a paper bill at an additional cost) on either a monthly, quarterly or annual basis ("Billing Period") as set out in the Order Form, Price Guide or invoice applicable to such Services. Each bill will cover one Billing Period, except for Your first bill which will cover the period from the Operational Service Date until the end of the first Billing Period.

7.4 You must pay the charges (without any set off or deduction of any kind) set out in each bill within 30 days of the date of the bill. Where payment is not made in accordance with these terms, We may charge daily interest on any unpaid amounts calculated at 8% plus the Bank of England base rate from time to time for business to business transactions.

You must pay Us all our costs and expenses (including legal costs) of collecting any overdue amounts. Our costs and expenses will continue to build up until You have paid Us all amounts You owe Us, even if the Contract ends before then.

7.5 If You do not agree with something in an invoice We send You, You must tell Us in writing within thirty (30) days of the date of the invoice. You must pay any undisputed portion of an invoice in accordance with clause 7.4 and in good faith co-operate with Us to resolve the dispute. Following settlement of any dispute, You will pay any amount You and We agree is owed within seven (7) days of such settlement.

7.6 Throughout the performance of the Contract, We may carry out credit checks via a third party. In the event that any credit check on You is not satisfactory then We may:

(a) require upfront payments;

(b) require a deposit;

(c) set credit limits on Your account;

(d) apply other reasonable restrictions;

(e) suspend the provision of the Services and the Equipment; or

(f) terminate immediately the Contract, without prejudice to Our right to claim any charges that may be generated by such termination, and any outstanding payments owed by You.

## 8 Cancellation

8.1 You may cancel the Services at any time before the Operational Service Date. If You cancel the Services before the Operational Service Date, You must pay Us for any work done or money spent in preparing to provide the Services and any other cancellation or termination charges referred to in the Order Form or Price Guide or as otherwise agreed by You and Us in writing. We will take reasonable steps to mitigate the amount of such costs.

## 9 Suspension

9.1 We may suspend the Services without liability to You if:

(a) We reasonably believe that the Services are being used in breach of the Contract;

(b) You do not cooperate with Our reasonable investigation of any suspected violation of the Contract;

(c) there is an attack on the Services, or the Services are accessed or manipulated by a third party without Your consent;

(d) We do not receive payment from You when payment becomes due;

(e) We are required by law or a regulatory or government body to suspend the Services;

(f) You are in breach of Our Acceptable Usage Policy; or

(g) there is another event for which We reasonably believe that the suspension of the Services is necessary to protect the Highland Broadband for Business network or Our other customers.

9.2 We will give advance notice of any suspension under this clause of at least twelve (12) Business Hours unless We determine in Our reasonable commercial judgement that a suspension on shorter or no notice is necessary to protect Our systems or Our other customers from imminent and significant operational, legal or security risk or because of an emergency.

9.3 During any period of suspension, You agree to continue to pay and to remain liable for all charges pursuant to the Contract. Only by giving notice to terminate in accordance with the Contract and payment of any applicable termination fees, can such charges be avoided during suspension.

9.4 If We suspend the Services due to non-receipt of payment You will continue to be liable for (and must continue to pay) Our charges during the period of the suspension. You must also refund Our reasonable costs and expenses involved in suspending the service and all overdue amounts You owe to Us.

9.5 If We suspend the Services due to Your breach of the AUP, non-receipt of payment or due to the Services becoming compromised due to Your use of the Service, We reserve the right to charge a reconnection fee as per Our Order Form or Price Guide which must be paid in full prior to the Services being restored. The amount of such charges varies with the Service and where possible will be provided to You in advance of any suspension.9.6 If We suspend the Services due to the Services becoming compromised as a result of systems owned or controlled by You or through Your use of the Services, You must address the vulnerability prior to Us lifting any such suspension. At your request, We may be able to perform this work for You at our standard hourly rates.

9.7 You will have no claim against Us for suspending all or part of the Services under clause 9. If We exercise Our right to suspend all or part of the Services, this will not affect Our right to end the Contract.

## 10 Termination

10.1 Once commenced, the Contract shall continue until terminated by You or Us in accordance with the Contract.

10.2 You may terminate the Contract for Our breach if We;

(a) fail to meet a material obligation of the Services as agreed and the matter cannot be remedied;

(b) fail to meet a material obligation of the Services and do not remedy that failure within thirty (30) working days of receiving written notice from You describing the failure.

10.3 We may terminate the Contract for Your breach if;

(a) any or all information provided by You for the purposes of establishing the Services is materially inaccurate or incomplete;

(b) You have failed to meet a material obligation of the Services and the matter cannot be remedied;

(d) You have failed to meet a material obligation and do not remedy the failure within thirty (30) days of Our written notice to You describing the failure;

(e) You breach any provision of the Acceptable Use Policy more than once even if each breach is remedied; or

10.4 Either party may terminate the Contract with immediate effect on written notice if the other (or it is reasonably believed that the other) is unable to pay its debts or enters into compulsory or voluntary liquidation or compounds with or contravenes a meeting of its creditors or has a receiver or manager or an administrator appointed (or an application is made to the court for the same) or ceases for any reason to carry on business or takes or suffers any similar action which means that it may be unable to pay its debts.

10.5 Either You or We may terminate the Contract by giving 30 days' notice in writing to the other. If You want to terminate the Services, please write to Us at

Highland Broadband for Business, 4 Castle Wynd, Inverness, IV1 1HD.

10.6 When you order services from us, you will be subject to a Minimum Contract Term. If you wish to cancel or terminate the Contract before the Minimum Contract Term has ended, you will have to pay an early termination charge as compensation for leaving the contract early. This includes if you are moving to a new address that is outside our network coverage area.

The following steps are used to calculate the early termination charge:

- We take the remaining amount you were due to pay up to the end of the Contract Term
- We take off VAT
- We take off the costs we save as a result of you leaving early
- We add VAT to the final early termination charge

If you have completed the Contract Term, and have not subsequently re-contracted, your Early Termination Charge will be calculated based on the end of your current monthly term.

The early termination charge will not apply if you terminate this Contract as a result of us modifying our Services, unless the proposed modification is exclusively to your benefit, is of a purely administrative nature and has no negative effect on you, or is directly imposed by law.

10.7 If we end the contract in the situations set out in Clause10.3 and 10.4, we will refund any money you have paid in advance for any Services which we have not provided but we may deduct or charge you an amount that is reasonable in the circumstances.

10.8 If a Force Majeure Event (as defined in clause 14.1 below) means the Services are unavailable for a period of more than thirty (30) days, either party can terminate the Contract straightaway by giving the other written notice without any additional liability. Termination for a Force Majeure Event will not affect Your obligation to pay any charges accrued at the date of termination, however You will receive a refund for any of the Services You have paid for but not received as at the date of the Force Majeure Event.

10.9 Any Equipment belonging to Us must be returned to Us by You upon termination of the Contract for any reason (or allow Us to collect the Equipment when reasonably requested to do so).

## 11 Limitation of Liability

11.1 We are not liable in contract, delict (including negligence) or otherwise for loss whether direct or indirect of business, revenue or profits, anticipated savings or wasted expenditure, loss, corruption or destruction of data, loss of reputation or for any indirect or consequential loss resulting from Your use of or inability to use the Services.

11.2 Nothing in the Contract shall exclude either Your or Our liability for:

(a) personal injury or death caused by negligence;

(b) any fraud or fraudulent misrepresentation; or

(c) any other matters which cannot, by law, be restricted or excluded.

11.3 The service credits stated in any applicable Service Levels are the exclusive remedy for Our failure in relation to the Services provided for which service credits apply.

11.4 You acknowledge that any Services We supply are not designed, manufactured, authorised or warranted to be suitable for use in any system where a failure of such system could result in a situation that threatens the safety of human life, including without limitation any medical, life support, aviation or nuclear applications. Any such use and subsequent liabilities that may arise from such use are totally the responsibility

of You, and We exclude all liability, whether in contract, delict or otherwise in relation to the same, subject to clause 11.2.

11.5 We may from time to time recommend third party software or other products and services for Your consideration. We make no representation or warranty whatsoever regarding such products and services. Your use of any products and services not provided by Us is governed by the terms of any agreement with the provider of those products and services, and is at Your sole risk. We are not responsible in any way for the third party product's performance, features, failures or otherwise.

## 12 Intellectual Property

12.1 You agree that all copying, redistribution or publication of any material or information subject to any rights (including intellectual property rights) of a third party will be carried out by You (or on Your behalf) in accordance with all relevant laws.

12.2 If We or any of Our customers are faced with a credible claim that the Services infringe the intellectual property of a third party, and We are not reasonably able to obtain the right to use of the infringing element or modify the Services such that they do not infringe, then We may terminate the Services on giving You as much notice as is reasonably possible and We will not have any liability on account of such termination except to refund amounts paid for Services not used at the time of termination.

12.3 Each of You and We retain all rights, title and interest in and to their respective trade secrets, inventions, copyrights and other intellectual property. Any intellectual property developed by Us during the performance of the Services shall belong to Us, unless We have agreed with You in advance in writing that You shall have an interest in the intellectual property.

12.4 Where intellectual property rights are created during or as a result of the supply of the Services and Equipment to You, these intellectual property rights shall be owned by Us. This clause shall not transfer the ownership of any intellectual property rights created or owned by You as a result of the receipt and ordinary use of the Services and such intellectual property rights shall be owned by You.

## 13 Confidential Information

13.1 Subject to clause 13.2, each of You and We will keep in confidence any Confidential Information (however recorded, communicated or preserved) obtained from the other under or in connection with the Services and will not disclose that Confidential Information to any person without the written consent of the other party, with the exception of its employees, officers, agents, independent contractors and Affiliates requiring the Confidential Information for the purposes of the Services, provided that

such, employees, officers, agents, independent contractors and Affiliates agree in writing, or are otherwise legally bound, to maintain the confidentiality of such Confidential Information in a manner that is consistent with the Contract.

13.2 Clause 13.1 will not apply to:

(a) any information which has been published other than through a breach of the Contract;

(b) information lawfully in the possession of the recipient before the disclosure took place;

(c) information obtained from a third party who is free to disclose it;

(d) information that is independently developed by either party, without reference to the other's Confidential Information;

(e) information that becomes available to either party other than through breach of the Contract or applicable law.

13.3

To the extent that You or Us are required to disclose Confidential Information in response to a court order or other compulsory legal process, either party may do so provided that each of us agrees to give the other written notice as soon as possible to disclosing Confidential Information under this clause, unless the law forbids such notice. Where information has been disclosed without prior notice the disclosing party must notify the other party as soon as possible thereafter (to the extent permitted by law).

## 14 Matters Beyond our Reasonable Control

14.1 Neither You nor We will be in breach if any failure to perform an obligation is due to an event beyond their control, including without limitation significant failure of a part of the power grid, significant failure of the internet, cyber security incidents, natural disaster, war, riot, insurrection, epidemic, strikes or other organised labour action, terrorism, or other events of similar magnitude or type (“Force Majeure Event”).

14.2 If there is a Force Majeure Event, the party whose performance is affected by the Force Majeure Event will:

(a) take all reasonable steps to find a solution by which the Contract may be performed despite the continuance of the Force Majeure Event;

(b) inform the other party as soon as it reasonably can on the nature and extent of the Force Majeure Event affecting the Services and the reasonable steps which are being taken to find a solution by which the Contract may be performed despite the continuance of the Force Majeure Event; and

(c) not be liable for failing to do something they should have done, or for not doing it completely or on time to the extent this is caused by the Force Majeure Event.

14.3 Nothing in this clause 14 affects Your obligation to pay Us any amounts payable in relation to the Services on time and in accordance with clause 7.

## 15 Notices

15.1 Notices must be in writing, in English and delivered by hand, or courier or sent by prepaid first class post or courier, or electronic mail as follows:

(a) to Us at the address of Our office shown on Your last bill or any alternative address that We notify You of;

(b) to You at the address to which You have asked Us to send bills, or the address of Your premises.

15.2 The recipient is deemed to have received a notice on the date (of if the date is not a Business Day, then on the next Business Day):

(a) of transmission, if it is an email;

(b) it is left at the address or someone signs for it on behalf of the addressee, if it is delivered by hand or sent by courier; or

(c) three (3) days after posting, if it is sent by first-class post of recorded delivery.

## 16 Assignment

16.1 Subject to clause 16.2 and clause 16.3, neither You nor We may assign, transfer, mortgage, charge, sub-contract or deal in any other manner with any of its rights or obligations under the Contract without the written consent of the other, such consent not to be unreasonably conditioned, withheld or delayed.

16.2 We may novate or assign any of its rights in relation to the Services provided hereunder to: (i) any entity or person within its Group; or (ii) any entity or person to whom Highland Broadband for Business transfers the whole or part of its business. You agree that, within fourteen (14) days of a request from Us, it will enter into a novation on terms reasonably requested by Us to give effect to a novation under this clause.

16.3 We may use third party service providers to perform any or all parts of the Services, but We remain responsible to You for Services performed by Our third-party providers to the same extent as if We had performed those services ourself. Where the Contract requires You to provide information, assistance or access to Us or requires You to comply with Our instructions, You acknowledges that You will be required to provide equal co-operation to Our third party service providers.

## 17 General

17.1 Neither failure nor delay by either You or Us in exercising any rights under the Contract shall amount to a waiver of any such right or operate so as to bar the exercise or enforcement of such right at any time in the future. Except where there is a clear time limit on exercising the right.

17.2 If any provision of the Contract is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions will continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision omitted.

17.3 A person who is not a party to the Contract will not have any right under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of it, even if a term seems to give the party a particular benefit.

17.4 Nothing in the Contract shall establish any partnership, exclusive arrangement or joint venture between us; make one of us the agent of the other; or authorise either of us to enter any commitments for, or on the behalf of, the other.

17.5 These terms and conditions sets out the whole agreement between both of us in relation to its subject matter and replaces any previous communication or agreement between us. Your own standard terms form no part of the Contract, even if You provided them to Us before signing the Contract, or if You sent them to Us or refer to them in an Order Form.

17.6 Each of us acknowledges they have not relied on any representation, warranty, collateral contract or other assurance (made negligently or innocently) except for the ones in the Contract. Each of us also waives all rights and legal remedies they might have had if it were not for this.

17.7 The Contract may be signed on one or more copies. Any single counterpart, or a set of counterparts signed, in either case, by both of us will constitute a full original of the Contract for all purposes.

## 18 Law and Jurisdiction

18.1 The Contract is governed by the law of Scotland and both You and We submit to the exclusive jurisdiction of the Courts of Scotland.