

Permission to access and instal apparatus at your property



This Agreement is made under the electronic communications code set out in schedule 3A to the Communications Act 2003 as may be further amended, modified, replaced or brought back into effect ("the Code"). Hyperoptic has had the Code applied to it by Ofcom and enjoys statutory rights concerning the installation of its apparatus.

This Agreement is between:

- (1) Hyperoptic Ltd (No. 07222543), whose registered office is located at Kings House, 174 Hammersmith Road, London W6 7JP ("we", "us" or "Hyperoptic"); and
- (2) The Owner or Occupier of the Property (as defined in clause 1.1),
(Company name/Individual's Name) (Company registration number if a business)

Reg. office address/Individual's address
("you" or "Owner or Occupier"):

Property Address (please include the postcode):
(the "Property")

Standard terms and conditions

1.0 DEFINITIONS

- 1.1 "Owner or Occupier" – means the Owner, Occupier or authorised representative named above in the parties clause who is the occupier of the Property for the purposes of the Code under paragraph 10.5, including those other persons bound by this Agreement or who will become bound by it, under the Code.
- 1.2 "Works" – The work required by us to install apparatus at the Property. This may include access to other parts of the Property (such as risers, or site access points, existing ducts for broadband and telephone services).

2.0 TERMS

- 2.1 Access/Rights – You will allow us access to the Property (and bring vehicles and machinery) in order to carry out the Works to install, keep, inspect, maintain, adjust, alter, repair, upgrade, connect to an electricity source or operate the electronic communications apparatus (as defined in the Code) on, over, through or under the Property. You will allow us to install our apparatus on, over, through or under all communal or other areas at the site at which the Property is located and you undertake (promise) that you have all and any permissions and/or rights necessary to enable us to do so (all of the foregoing provisions in this clause 2.1, are called the "Rights"). We may also share our apparatus with another provider that is a Code operator, provided the conditions under paragraph 17(2) and (3) of the Code are met.
- 2.2 Information – For us to properly plan the Works and comply with relevant Health and Safety legislation, where applicable you will provide such information about the Property as we may reasonably request.
- 2.3 Work/Damage – We may perform Works as required to exercise the Rights but will cause as little damage to the Property as possible and will repair any damage we cause to your reasonable satisfaction.

- 2.4 Indemnity – Subject to point 2.5 below, if someone brings a claim against you for loss or damage arising from our actions (each a “Claim”). We will cover (indemnify) you in respect of each Claim to the extent applicable to you i) provided that you did not cause or ii) except to the extent that you contributed to the Claim iii) you take reasonable steps to minimize your loss and also provided that in each case you tell us about the Claim as soon as possible and that you do not admit liability or make any payment without our prior written consent and allow us to defend the Claim in your name. You will cover (indemnify) us for any and all losses, costs and damages which we incur as a result of you not having obtained permission for us to have access to the Property and carry out the Works. This indemnity will extend to any wasted installation costs which we may incur.
- 2.5 Liability – Our liability to you under this Agreement (including clause 2.4) is limited to the sum of £1,000,000 in aggregate but this does not affect our liability for death or personal injury caused by our negligence. We will only be responsible for losses that result directly from our actions, neglect or default.
- 2.6 Term – This Agreement will come to an end if we remove our apparatus from the Property and there is no likelihood of us providing services in the future or if we cease to have the Code applied to us. The Rights will be exercisable until this Agreement is terminated in accordance with clause 2.7 below.
- 2.7 Termination – You may terminate this Agreement on 18 months’ written notice if any of the grounds set out in paragraph 31 (4) of the Code apply.
- 2.8 Relocation – You may request that we relocate the apparatus by giving us not less than 6 months’ written notice if you plan to carry out any proposed alterations, redevelopment or improvement to the Property that will negatively affect the apparatus.
- 2.9 Ownership – Our apparatus will continue to belong to us and your right to use it is dependent upon you having a valid services agreement with us.
- 2.10 Marketing – You agree we can access the Property to market our business and services and provide information to residents.
- 2.11 Interference – You must not interfere with, obstruct or access our apparatus or in any way damage it or allow anyone under your control to do so.
- 2.12 General:
- These clauses set out the entire agreement between the parties relating to access to, our right over and the carrying out of the Works at the Property and supersede any and all previous agreements and understandings.
 - This Agreement is governed by English law and the parties agree to the exclusive jurisdiction of the courts of England and Wales.
 - No third party is entitled to enforce any term under this Agreement under the Contracts (Rights of Third Parties) Act 1999.
 - Any amendments to this Agreement must be agreed between the parties in writing.
 - We will send notices to your address above. You must send notices to our registered office address above. The process for sending Code notices is set out in Part 15 of the Code.
 - We may assign this Agreement. If we do, and provide you with the transferee’s name and address, then the transferee will be bound from the date of transfer and we will not be liable for any breach of this Agreement from that date on.

Permission of the Owner or Occupier:

By signing this Agreement, the Owner or Occupier grants Hyperoptic the Rights listed in the Standard Terms and Conditions above in this Agreement in relation to the Property. The Owner or Occupier notes the Standard Terms and Conditions above include the extent of Hyperoptic’s responsibilities (liability) to the Owner or Occupier and the Owner or Occupier’s to Hyperoptic.

When signing this agreement you warrant that you have the required authority to sign as, or for, the Owner or Occupier and that the Owner or Occupier is and will remain able to grant or procure the grant of the Rights contained herein. You agree that the Owner or Occupier remains bound by this agreement as a Code occupier (including where any Owner or Occupier acquires another interest in the Property in the future).

Agreement dated:

Signed for and on behalf of Hyperoptic:

Name:

Position:

Signature:

Signed for and on behalf of The Owner or Occupier:

Name:

Position:

Signature:

