



Terms and Conditions

Dated:

These General terms and conditions ("Terms") set out the terms on which Food Hub Limited (referred to as "Foodhub" "us" or "we" or "our") will provide you, the Customer (referred to as "Customer" or "you" or "your") with the services ("Services") and/or equipment ("Equipment") as set out in our Broadband Application Form and covered by these Terms.

1. Definitions

Definitions. The following definitions apply to this Agreement:

Additional Professional Services Costs	materials, third party costs, hotel costs, provisions, travelling, reasonable expenses and any other ancillary expenses, which will be charged to you at cost (plus VAT).
Content	software (including machine images), data, text, audio, video images or other content.
Customer Content	Content (as defined above) that you or any End User uploads onto, runs on, or otherwise transfers, processes, uses, or stores in connection with the Services and/or Equipment.
End User	any individual or entity that directly, or indirectly through another user: (a) accesses or uses Customer Content or: (b) otherwise accesses or uses the Services under your account.
Equipment	Any equipment we will provide to you, as agreed and outlined in our Broadband Application Form
EULA	end user license agreement
Intellectual Property	all copyright and related rights, rights in computer software, design rights, trademarks, database rights, patents, trade secrets, know-how, rights in confidential information and all other intellectual property rights.
Product Terms	The terms and conditions that apply to the Services and any Equipment provided under this Agreement
Professional Services	the provision of professional services, as may be set out in a Statement of Works or Project Plan or as otherwise agreed between us.
Retained Professional Services	the Professional Services provided by Foodhub for an agreed number of Working Days that can be used by you per month over a fixed period.
Services	The Services we will provide to you, as agreed and outlined in our Broadband Application Form.
Statement of Works	means the documentation produced by us detailing the Services and schedule of work to be undertaken for Professional Services, which may also include project milestones and a payment schedule to correspond with each milestone.
Working Day	Monday to Friday excluding public and bank holidays in England and Wales.

2. Basis of contract

- 2.1 The Services and Equipment we will provide to you are outlined on our Broadband Application Form.
- 2.2 We are not required to accept your Broadband Application Form and it is at our discretion.
- 2.3 You will not receive any Services until the Broadband Application Form has been accepted by us.
- 2.4 We have accepted your Broadband Application Form by:

*Food Hub Head Office Limited,
2 Dublin Landings,
North Wall Quay,
Dublin 1,
D01 V4A3*

- (a) signing the Broadband Application Form;
- (b) approving the Broadband Application Form by email; or
- (c) providing the Services.

3. Term

- 3.1 The Term of the Agreement you have agreed is in the Broadband Application Form. We will only commence once we have accepted your Broadband Application Form.
- 3.2 The Services will continue for the minimum service period ("**Minimum Service Period**"), as set out in the Contract Duration within the Broadband Application Form.
- 3.3 Once the Minimum Service Period has ended, depending on what is being provided, the Services will continue on a 90-day rolling contract, or as otherwise agreed between us for a further fixed period, until it is terminated in line with these Terms.

4. Requirements

- 4.1 We will require you to meet the following criteria if we are to provide the Services to you:
 - (a) Complete and sign our Broadband Application Form agreeing to our Terms;
 - (b) allow our third-party suppliers to undertake any surveys or other investigations that are required to provide the Services / Equipment;
 - (c) agree to provide us with any information we may reasonably need to meet our obligations under the Agreement;
 - (d) enter into any EULA, if required, by our third-party supplier; and
 - (e) allow us (and our third-party subcontractors or suppliers) access to your premises as may be reasonably required, to provide the Services and / or Equipment in line with this Agreement.
- 4.2 If we cannot obtain the information or access, as set out above, we may cancel your Broadband Application Form on written notice or charge you an additional amount to cover any extra work needed (this will always be advised and a reasonable sum).

5. Installation

- 5.1 You will be responsible for:
 - a) providing all additional equipment and services that may be needed to connect to or access the Services;
 - b) obtaining any necessary permissions, permits or licences for the installation (e.g., landlord's consent where relevant); and
 - c) providing us with a safe working environment.
- 5.2 Should a survey indicate that extra work is needed, we will provide you with a revised quote for installation. You can decide whether to proceed following receipt of this.
- 5.3 We will use reasonable endeavours to activate the Services by the estimated date provided, once the Broadband Application Form has been accepted by us. Please note, all dates are estimates and we cannot guarantee to meet these but we will try.

6. Access

- 6.1 We (to include our third-party subcontractors or suppliers where applicable) may need to gain access to your premises to complete a survey for the installation of the Services and /or Equipment or to carry out repairs, maintenance or upgrades.
- 6.2 Subject to sub-Clause 6.1, where access is required, we will:
 - a) give you as much notice as we can and that is reasonably practical;
 - b) ensure that we can have full access (including parking permits if needed) to the premises at an agreed time; and
 - c) ensure that someone is present at the premises who is authorised to sign off the installation.
- 6.3 We reserve the right to charge you an additional amount to cover any charges we receive from our third-party subcontractors or suppliers where access to the premises has not been provided during that appointment.

7. Obligations

- 7.1 you agree to use the Services in accordance with our Acceptable Usage Policy, any applicable EULA or laws and any other written instructions we have given you.
- 7.2 you agree not to use (and ensure that nobody else shall use) the Services and / or any Equipment supplied:
 - (a) in breach of this Agreement or any applicable laws;
 - (b) in connection with the distribution of any offensive materials;
 - (c) to publish any unlawful, racist, harassing, libelous, abusive, threatening, demeaning, lewd, immoral, harmful, vulgar, obscene or otherwise objectionable material of any kind;
 - (d) to violate anyone's rights (including copyright or privacy);
 - (e) for material that may contain viruses, trojan horses, worm, time bombs, cancel-bots or any other harmful / deleterious programs;
 - (f) to interfere with, or disrupt, networks connected to the service or violate the regulations, policies or procedures of such networks;
 - (g) to attempt to gain unauthorised access to other accounts, computer systems or networks connected to the service, through password mining or any other means;
 - (h) to interfere with another's use and enjoyment of the service;
 - (i) to engage in any other activity that is either illegal, could cause reputational harm to us or could subject us to criminal liability or civil penalty/judgment; or
 - (j) in any way which may negatively impact our customers or business ("Usage Restrictions").

8. Security

- 8.1 When using the Services, you are responsible for the security and protection of Customer Personal Data and will take reasonable steps to mitigate any risks inherent to the provision of the Services, including the unauthorised access or loss of Customer Personal Data.
- 8.2 Subject to sub-Clause 8.1, you hereby agree to:
- a) ensure your usernames and passwords are secure and inform us of any unauthorised disclosure or attempts to gain unauthorised access for the disclosure of Customer Personal data;
 - b) not to change your username at any time; and
 - c) try to circumvent any security measures in relation to the Services.

9. Systems and Equipment

- 9.1 Where required, we may suspend or change your username and password, upon reasonable notice where possible.
- 9.2 With respect to your systems, you hereby agree to:
- a) be responsible for any automated dialling system that you may set up (including the system's reliability and any call costs);
 - b) be responsible for the configuration of your internal network. Any interruptions to the Services resulting from that configuration will not be considered an interruption/suspension in our provision of the Services; and
 - c) be responsible for any equipment that you connect to the Services and ensure it is properly maintained and managed so it does not cause any harm to our network and/or our equipment.
- 9.3 Where provided by us, you hereby confirm the following with respect to our Equipment:
- a) to be responsible for our Equipment provided to you, as part of your Services and to ensure adequate insurance coverage is in place for it;
 - b) to follow our instructions for our equipment and not attempt to interfere or reconfigure it;
 - c) that we will retain full ownership of our equipment, until it has been paid for in full by you; and
 - d) to keep our Equipment safe and secure and in accordance with any instructions that we give you.

10. Data

- 10.1 You are entirely responsible for your data (including personal data and non-personal data).
- 10.2 You are responsible for maintaining security and protection of your data. You will perform regular back-ups of the data you hold and provide this to us, upon request, for use with the Services.

11. Charges and Service Charges

- 11.1 Your Charges are set out on the Broadband Application Form or as otherwise notified and agreed ("**Charges**").
- 11.2 You will settle the Charges within 30 days of receipt of a valid invoice, without set off or deduction. Charges are exclusive of VAT and all other applicable taxes; you are responsible for these.
- 11.3 Charges will become due when we install or activate that Service.
- 11.4 If you are late paying us, at our discretion we can charge a daily interest rate of 4% above the current Bank of England base rate on any undisputed overdue amount.
- 11.5 Please notify us within 7 days of receiving an invoice, if you believe that any of our Charges are incorrect. Any undisputed Charges should be paid in the meantime.
- 11.6 Our aim is to amicably resolve any invoice dispute with you. When we have resolved a dispute, you will pay the agreed amount within 7 days.
- 11.7 We may charge a reasonable service charge if we have to carry out work resulting from:
- (a) your misuse, neglect or accidental/deliberate damage to or disconnection of: (i) the Services; and/or (ii) the Equipment or (iii) our equipment that we provide to you as part of the Services;
 - (b) power failure;
 - (c) your breach of this Agreement; or
 - (d) a fault or problem associated with a network/equipment that we do not own or manage.
- 11.8 We may also charge a reasonable call-out charge if you report a fault which we discover is not due to: (i) a failure or defect in the Services; and/or; (ii) the Equipment and/ or (iii) our equipment that we provide to you as part of the Services.

12. Repairs, Maintenance

- 12.1 We will be responsible for ensuring the maintenance of our Equipment and /or Services.
- 12.2 We will test and configure any managed hardware or routers that you purchase from us or we provide as part of the Service, to ensure it meets the agreed specification.
- 12.3 Subject to sub-Clause 12.2, we may alter the configuration of that equipment with your prior approval. You will invalidate our support for the affected equipment if you alter or change the configuration yourself; or.

12.4 We will maintain the quality and safety of our services, but this may mean we sometimes need to suspend or restrict your usage, so that we can ensure repairs and maintenance issues are carried out. If we need to do that, we will give you as much advance notice as reasonably practical.

13. Faults

13.1 If you encounter a fault with the Services:

- (a) please report this to us as soon as possible by phone or email [01782 44882](tel:0178244882) or Hello@foohub.com;
- (b) help us by giving all the information and data reasonably necessary to identify the fault and provide our technicians with reasonable assistance to find the cause; and
- (c) once reported, we will use reasonable endeavours to restore normal operation of the Services.

14. Professional Services

14.1 The following shall apply:

- (a) sub-clause 14.3, where you are provided with Professional Services on a time and materials basis;
- (b) sub-clause 14.4 to 14.5, where you are provided on a fixed day-rate price;
- (c) sub-clauses 14.6 to 14.7, where you have purchased Retained Professional Services.

14.2 The rest of this clause 14 shall apply for all Professional Services.

14.3 Charges are calculated using our standard daily rate fees for a Working Day. In addition;

- (a) We may charge on overtime fee based on the full day rate for time worked outside of a Working Day, on a pro-rata basis;
- (b) We will complete time sheet recording and use it to calculate your Charges; and
- (c) Professional Services shall be invoiced monthly for time, expenses and materials. We will also invoice you any Additional Professional Services Costs.

14.4 We will provide you with the Statement of Works displaying the Charges (including details on whether the Charges will be payable either in advance or in instalments). This will exclude Additional Professional Services Costs for which you will be invoiced.

14.5 Where you have additional obligations included in the Statement of Works, you must comply with them to enable us to deliver the Professional Services to you.

14.6 Retained Professional Services shall be provided for a Minimum Service Period, as outlined in the Broadband Application Form, or as otherwise agreed between the parties.

14.7 At the end of the Minimum Service Period, or when you cancel your Retained Professional Services, any unused Retained Professional Service days will expire and cannot be carried over to a new Service and/or Agreement.

14.8 All materials, and other property of ours held at your location will be kept in safe custody, at your own risk and in good condition until returned to us.

14.9 If we are delayed or prevented from performing any of the Professional Services by any action or omission caused by you, we reserve the right to suspend the Services and you shall be responsible for any Additional Professional Services Costs that we incur.

14.10 any work can be cancelled or re-scheduled by giving us at least two (2) full Working Days' notice (48 hours). Cancellations may be subject to a cancellation fee.

15. Service Levels

15.1 We will ensure reasonable skill and care is used when providing the Services but we cannot guarantee the Service will be entirely free of faults, uninterrupted, or completely secure.

15.2 We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, or from:

- (a) faults resulting from misuse, interference or a deliberate act by you or a third party outside our control;
- (b) faults resulting from data transmission from equipment that you own/manage;
- (c) outages or failures of service resulting from:
 - (i) scheduled maintenance of the Services;
 - (ii) your own software;
 - (iii) any changes you made to the Services without our approval;
 - (iv) your breach of this Agreement;
 - (v) a break in a third party's services/equipment outside of our control; and

(vi) a denial-of-service attack, hacking attempt or Force Majeure Event.

16. Suspension

- 16.1 We reserve the right to suspend the Services immediately where there is an emergency, a threat to people's lives, welfare or property and to provide/safeguard services to an essential services organisation (e.g. hospital).
- 16.2 We also reserve the right to suspend the Services in circumstances where:
- (a) we need to vary the technical specification of the Service on a temporary basis;
 - (b) we need to do so for repair, maintenance or improvement;
 - (c) we reasonably consider necessary to follow instructions from government, regulatory authorities, emergency services or other authorities;
 - (d) you miss any payments;
 - (e) we reasonably suspect that you may have committed fraudulent acts against us;
 - (f) we reasonably suspect that you are in breach of the Use Restrictions (clause 7.2) of this Agreement; and
 - (g) there are any circumstances where you have conducted a material breach of this Agreement and we decide it is necessary to terminate the Agreement in our best interests.
- 16.3 Subject to sub-Clause 16.2, we will give you as much notice as reasonably practical if we are going to suspend the Service. The exception to this is in an emergency or under clauses 16.2(d), (e), (f) or (g) above.

17. Termination

17.1 Either party may terminate this Agreement:

- (a) By giving at least 30 days' written notice to the other party expiring on or after the end of the Minimum Service Period.
- (b) Immediately by giving written notice to the other party if the other party:
 - (i) commits a material breach of this Agreement which cannot be resolved or, if it is resolvable, has not been set right within 30 days of being notified;
 - (ii) becomes unable to pay its debts as they fall due or takes any steps in any insolvency process; and / or
 - (iii) suspends or ceases to do business or is struck off the company register.

17.2 We may terminate this Agreement immediately on written notice if you have not settled any overdue sums under this Agreement after 30 days of our request.

17.3 If you choose to terminate a Service before the end of the Minimum Service Period, you will still be committed to paying the Charges for the full Minimum Service Period for that Service, unless you terminate because we have caused a material breach of this Agreement.

17.4 Once the Agreement has been terminated, you will stop using our Intellectual Property ("IP") and Confidential Information and return or securely destroy any copies at our request.

17.5 On termination of this Agreement, we may either:

- (a) transfer ownership of our equipment to you;
- (b) request you to return to us any of our equipment, at our cost; or
- (c) collect our equipment. Where this occurs, we will give you at least 7 days' notice of our intention to collect our equipment and you will allow us reasonable access to your premises to do so.

18. Confidentiality

18.1 Confidential Information means information that is disclosed:

- (a) Between the parties to this Agreement or on its behalf by its authorised representatives or its affiliates,
- (b) to the other party to this Agreement, and
- (c) in connection with this Agreement.

18.2 Each party will not make use of any Confidential Information for any purpose except as expressly authorised by this Agreement.

18.3 Except as expressly provided in this Agreement, each party will not disclose Confidential Information to any third party and will protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care.

18.4 Except as expressly provided in this Agreement, neither party will use, make or have made any copies of Confidential Information, in whole or in part, without the prior written authorisation of the other party.

18.5 Each party is permitted to disclose Confidential Information:

- (a) to its employees, advisors or contractors ("**Associates**") where it is required for the purposes of this Agreement. The disclosing party is responsible for ensuring their Associates comply with the confidentiality obligations of this clause as if they are party to it; and
- (b) as required by law or a regulatory authority.

18.6 For the terms and conditions of this Agreement, Confidential Information does not include information received from either party that can clearly be established by written evidence:

- (a) is or becomes known to the disclosing party without an obligation to maintain its confidentiality;
- (b) is or becomes generally known to the public through no act or omission of the disclosing party; or
- (c) is independently developed by either party without the use of Confidential Information.

18.7 Each party agrees not to, without the other party's prior written consent:

- (a) make or allow anyone else to make any public announcement about this Agreement;
- (b) otherwise disclose any information relating to this Agreement or the parties' relationship; or
- (c) use the other party's name, logo, IP or other trademarks in any advertising, publicity, promotional marketing or other similar activities without prior written consent.

19. Data Protection

- 19.1 Both parties will at all times during the term of this Agreement maintain appropriate technical and organisational measures to protect any and all data it collects, accesses or processes, in connection with this Agreement, against unauthorized or unlawful use, disclosure, processing or alteration.
- 19.2 Both parties undertake to comply with the provisions of the UK data protection legislation ("**Data Protection Laws**") to include all applicable legislation in force from time to time in the United Kingdom, applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation EU 2016/679) and the Data Protection Act 2018, together with any related legislation in so far as the same relates to the provisions and obligations of this Agreement.
- 19.3 Both parties shall only process (and shall ensure employees only process) the End User data in accordance with this Agreement except where otherwise required by Data Protection Laws (and in such a case shall inform the other of that legal requirement before processing, unless Data Protection Laws prevent it doing so on important grounds of public interest). A party shall immediately inform the other if any instruction, relating to the data collected, infringes or may infringe any Data Protection Laws.
- 19.4 Both parties shall ensure that access to the collected data is limited to the authorised persons who need access to it for the purposes of this Agreement only.
- 19.5 This clause 19 shall survive termination of this Agreement for any reason.

20. Intellectual Property Rights

- 20.1 nothing in this Agreement will allow the transfer of any party's IP to the other, unless otherwise provided for in this Agreement.
- 20.2 You may be provided with software, documents or manuals about the Services or Equipment from us ("Materials") and in those cases:
- (a) for the term of this Agreement, we grant you a revocable, non-transferable, non-assignable, non-exclusive licence to use those Materials or for as long as our licence of third-party software/materials last;
 - (b) you agree, if required, to enter into a separate licence with the third-party licensor to use their software;
 - (c) you are not allowed (and cannot allow anyone else) to copy, de-compile or change any of those Materials;
 - (d) we allow you to may make copies of the software, but only where reasonably necessary for back-up or disaster recovery purposes, subject to the terms of this Agreement and any applicable third-party licence agreement; and
 - (e) You agree not to breach any licence that we grant to you.
- 20.3 You shall comply with any third party's terms, when using their services/software. We will not be liable for any third-party services/software (including any open-source software) that we make available to you as part of our Services / Equipment.
- 20.4 We will ensure that we have the necessary licences and IP to allow you to use any software supplied by us as part of your Service for the term of this Agreement, except where that service/software provide requires you to enter into a separate agreement.

21. Complaints

- 21.1 If you are unhappy with the Services and /or the Equipment we have provided and you wish to complain you can contact our Customer Services Team on 01782 444282 or by email at complaints@foodhub.com or by using our live chat forum or by post at the address mentioned in these terms. One of our Customer Services Team Members will attempt to resolve your complaint.

22. Disclaimer of Warranties

- 22.1 **EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, WE MAKE NO WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES TO YOU WITH RESPECT TO OUR PERFORMANCE OF THIS AGREEMENT, INCLUDING THE SCHEDULES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DISCLAIM ALL SUCH WARRANTIES AND YOU HEREBY EXPRESSLY WAIVES ALL SUCH WARRANTIES EXPRESSED AND IMPLIED.**
- 22.2 **WITHOUT LIMITING THE FOREGOING IN SUB-CLAUSE 22.1, IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION OF CONTRACT OR TORT, WHICH MAY ARISE, IN CONNECTION WITH SERVICES PROVIDED HEREUNDER, EACH OF WHICH IS HEREBY PRECLUDED AND WAIVED BY AGREEMENT OF**



THE PARTIES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WE AGGREGATE AND CUMULATIVE LIABILITY FOR DAMAGES HEREUNDER EXCEED AN AMOUNT UNDER THIS AGREEMENT FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF THE ORIGINAL BILLING ("REFUND PERIOD"), EXCEPT FOR OUR OBLIGATION TO PAY ANY RESIDUALS DUE UNDER THIS AGREEMENT AND EXCEPT FOR DAMAGES RESULTING FROM OUR LIABILITY FOR ITS OWN GROSS NEGLIGENCE, RECKLESSNESS, BAD FAITH OR WILLFUL MISCONDUCT.

22.3 Upon the expiration of the Refund Period, you agree that any billing and transactions recorded and provided by us during that period are accurate and final. We will not accept or action refund requests, enter into disputes or challenges against these transactions after the expiry of the Refund Period.

22.4 By accepting this Agreement, you waive your right to assert any claim relating to refunds, billing inaccuracies or any other monetary disputes beyond the Refund Period. You accept this limitation of liability to the fullest extent permitted by applicable law.

23. Liability

23.1 OUR AGGREGATE LIABILITY TO YOU UNDER THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT, IS LIMITED TO THE PRICE PAID BY YOU FOR THE PRODUCTS AND SERVICES WHICH GIVES RISE TO THE CLAIM. IN NO EVENT WILL WE BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF WE HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR HEREIN OF FOODHUB OF ITS ESSENTIAL PURPOSE.

24. Force Majeure

24.1 The affected party will:

- (a) notify the other party in writing of the Force Majeure Event and how long it is likely to last; and
- (b) use reasonable endeavours to limit the effect of the Force Majeure Event.

24.2 Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in the performance of this Agreement which result from circumstances beyond the reasonable control of that party. If such circumstances continue for a continuous period of more than 60 days, either party may terminate this Agreement by written notice to the other party.

25. Charges

25.1 We may change our Charges as follows:

- (a) We will adjust Charges each calendar year, as stipulated in our Broadband Application Form.
- (b) If we are required to change our Charges we will give you at least 30 days' advance notice (or as much notice as reasonably practical if this is due to an increase of our third-party supplier or a legal/regulatory requirement), where:
 - i. a service, service features or equipment are improved for the benefit of our customers;
 - ii. the cost of providing the service or service features to you increases;
 - iii. our business running costs increase; or
 - iv. we are required through a change in the law, code of practice, regulation or responsibility that applies to us (e.g. an increase in VAT).

25.2 We will try to give you as much notice as reasonably possible where we may have to modify, suspend, change or discontinue any part of the Services (including codes, access details, technical specifications, or changes to maintain the integrity or security of the Services) to comply with laws, regulations or instructions from government, regulatory authorities, emergency services or other authorities, or as a result in changes imposed by our suppliers.

25.3 We reserve the right to apply an additional charge where you ask for a change in the Services (including adding, deleting or exchanging a Service) or a change to where your Services/Equipment are delivered). You must follow our procedures and instructions and pay any applicable Charges for that change.

25.4 Any amendments to this Agreement other than as set out above must be in writing and signed by both parties.

26. General

26.1 Both parties agree to comply with all applicable laws, and all regulations and codes relating to anti-bribery and corruption, including the Bribery Act 2010.

26.2 No one other than a party to this Agreement has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

26.3 Both parties acknowledge that they have not relied on any statement or representation made before entering into this Agreement.

26.4 If a party fails to enforce a right under this Agreement, that is not a waiver of that right at any time.



27. Assignment

27.1 Neither party may assign or transfer rights and obligations under this Agreement without the other party's prior written consent.

27.2 We may sub-contract our obligations, provided that we are not released from liability for our obligations under this Agreement.

28. Entire agreement

28.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions and agreements relating to the subject matter.

29. Notices.

29.1 Notices must be in writing and delivered by email to the relevant party's email address set out in the Broadband Application Form. A copy of any e-mail notices for us must also be sent to hello@Foodhub.com. Notices will be deemed to have been delivered at the time of transmission.

30. Governing law and jurisdiction.

30.1 This Agreement will be governed by the laws of England and Wales and the courts of England and Wales have exclusive jurisdiction to settle any disputes in relation to it.