



Installation Agreement

CityFibre Limited
15 Bedford Street
London
WC2E 9HE
www.cityfibre.com

CONFIDENTIAL

Address:

This agreement is between you & CityFibre Metro Networks Limited (company number 06586002) whose registered office is at 15 Bedford Street, London WC2E 9HE (“**CityFibre**”).

This agreement is made under the Electronic Communications Code set out in Schedule 3A of the Communications Act 2003 (as amended by the Digital Economy Act 2017) (the ‘Code’) and the terms of the agreement apply to you and to any other party to whom the Code applies in relation to your property and to CityFibre and its contractors and successors.

1. You hereby grant CityFibre the right to install and keep installed our apparatus on, in, under and over your property (our apparatus being a fibre optic cable and a sub-duct installed under the ground, an optical network terminal installed in the property and a fibre optic connector installed on the outside of the property).
2. You also hereby grant CityFibre permission to access your property (including any routes of access or common land) to carry out the works required to install our apparatus at the property and to adjust, maintain, inspect, repair, alter or remove the apparatus as required (though CityFibre will try to give you reasonable notice of any proposed visit unless it is an emergency).
3. CityFibre shall reinstate to a reasonable standard any damage caused to your property caused by CityFibre (or its contractor) carrying out the installation works under this agreement. You agree that our reinstatement may not match the existing surface type, specification or colour.
4. CityFibre shall at all times remain the owner of any apparatus installed by CityFibre or its contractor from the boundary of the property up to and including the optical network terminal installed in the property under this agreement.
5. You will use all reasonable endeavours not to interfere or tamper with our apparatus (nor permit others to do so) nor do or cause or permit to be done on the property anything likely to cause damage or injury to the apparatus.
6. CityFibre shall be liable to you for all losses and costs (limited to reasonable losses and costs where such costs are within your control) arising from a breach of any obligation of CityFibre under this agreement including in respect of any damage caused by the works under this agreement or the retention and use of our apparatus or anything done by CityFibre in exercising its rights under this agreement and such liability shall not exceed £1,000,000 (one million pounds) in the aggregate. Nothing in this Clause 6 shall serve to limit or exclude liability arising as a result of personal injury or death caused by negligence or as a result of fraud, fraudulent misstatement or any other liability that is not lawful to limit or exclude.
7. For the avoidance of doubt, CityFibre excludes any liability for indirect or consequential losses or damage to property that is not connected directly to the apparatus.
8. These terms and conditions are governed by Scots Law and are subject to the jurisdiction of the Scottish courts.

Signature (You):

Print Name:

Date:.....

Signature CityFibre:.....

Print Name: Chris Gawn

Date:.....

Privacy Statement: The above information shall be used by CityFibre and its contractor to contact you to discuss installation of CityFibre’s apparatus at your properties/property and to arrange any surveys. The processing and storage of your personal information by us shall be in accordance with data protection laws including the Data Protection Regulation (GDPR) and CityFibre’s Privacy Statement, which can be found at www.cityfibre.com/privacy-statement.