

LYLACOM TERMS & CONDITIONS

These are the Terms & Conditions that apply to any business broadband and or telephone service you buy from LYLACOM.

General Terms

If you do not comply with the Acceptable Use Policy, you will be liable for any Claims, losses, costs, or liabilities that LYLACOM incurs as a result. LYLACOM may, when there is a serious breach of the Acceptable Use Policy, report you and provide your personal information, including Personal Data to the relevant law enforcement agency. LYLACOM will not be liable if it fails to do something under the contract including not carrying out any of its responsibilities, carrying them out late or not meeting any Service Levels, whether or not there is a Force Majeure Event to the extent LYLACOM's failure is due to, Your failure to carry out any of your responsibilities under the Contract, or you carrying them out late, in which case you will pay LYLACOM for any reasonable costs that LYLACOM incurs as a result of your failure. Other than LYLACOM, LYLACOM'S, Affiliates or LYLACOM'S subcontractors, partners or suppliers doing something, or not doing something, they need to do, Restriction or prevention by Applicable Law, a court order, an application for interlocutory relief or injunction.

LYLACOM'S prices

LYLACOM'S prices are revealed for our service(s) on our website to you after you have completed the "Availability Checker" process. The prices quoted on LYLACOM'S website are inclusive of 20% VAT. The prices which are displayed on LYLACOM's website can change at any time and without notice.

Your price quoted to you for your LYLACOM service(s) after the "Availability Checker" process will be fixed for 12 months (for the duration of your contract) with no price increase.

About your LYLACOM invoice

The amount you pay for your core service(s) which include Broadband & telephone line, will not change on your invoice and will be a set amount as quoted to you after you completed the "Availability Checker" process, and signed up to LYLACOM'S service(s,) the only time the amount on your monthly invoices may fluctuate is when any chargeable phone calls are made using your LYLACOM telephone line (Pay for what you use calls)

LYLACOM'S services contract duration

All of LYLACOM'S business broadband and or telephone service(s) are 12 months in length.

Paying for your LYLACOM Service(s)

Paying your first bill to LYLACOM

When you receive your first invoice from LYLACOM this will be slightly higher than your usual monthly invoices, this is because your first invoice will contain the one-off set-up & connection fee and any pro-rata charges that have accumulated from the day your LYLACOM service(s) first went live.

Monthly Payments to LYLACOM

LYLACOM will send an itemised bill to you by email on the 1st of each month, then the full payment will be deducted from your bank account on the 15th of each month via BACS Direct Debit by our payment processing partner GoCardless. If you miss this payment you will be given a further 7 days in which to pay any outstanding balance owed to LYLACOM, at this point if payment is not fulfilled, we may suspend your service. If you wish to be reconnected, you will have to pay the full balance and any reconnection charge.

Paying what you owe LYLACOM

You will pay and be responsible for the Charges, whether the Service is used by you or someone else. Including all the Charges resulting from unauthorised or fraudulent use. LYLACOM will invoice you, and you will pay LYLACOM. LYLACOM will work out the Charges based on details that LYLACOM records or that are recorded for LYLACOM. We will issue an invoice via email. Unless you are disputing an invoice, you will pay each invoice LYLACOM sends you within 14 days of the date on it. You will pay the full amount into LYLACOM'S bank account, without any set-off, counterclaim, deduction or withholding any funds unless you legally must take something off.

What happens if you do not pay LYLACOM

If you do not pay an invoice by the date it is due, and you are not disputing the invoice in accordance with the Terms & Conditions. You will be given a further 7 days from the payment due date in which to pay any outstanding balance owed to LYLACOM, at this point if payment is not fulfilled, we may suspend your service.

Disputing an invoice

If you do not agree with something in an invoice that LYLACOM sends you before you have made payment, you will give LYLACOM Notice within 10 days after the date of the invoice. If you do not agree with something in an invoice LYLACOM sends you after you have made payment, you will give LYLACOM Notice of that dispute within six months after the date of the invoice. You will always pay the undisputed amount of an invoice, and any disputed amount that is less than 5 percent of the total invoice. We will both settle an invoice dispute, and you will pay the amount we both finally agree within seven days of both of us agreeing to it.

Protecting Information

Intellectual Property Rights will carry on being their original owner's property whether the rights existed before the Contract or came after it. If LYLACOM provides you with Software so you can use the Service, LYLACOM gives you a non-transferable and nonexclusive licence to use the Software only for the purposes and in the manner set out in the terms of the Contract, you will also comply with any third-party terms that LYLACOM make known to you that apply to the use of the Software or Service. You will not and will ensure that your Users do not, copy, decompile, modify, or reverse engineer any Software, or let anyone else do that, unless it is allowed by law or LYLACOM has given you permission in writing. The licence LYLACOM gives you will last as long as LYLACOM provides you with the relevant Service. If your use of the Service infringes, or allegedly infringes, someone else's Intellectual Property Rights, LYLACOM will indemnify you for Claims, losses, costs or liabilities brought against you as long as you tell LYLACOM promptly about the Claim. Give LYLACOM complete control of the Claim straight away. Do not say anything publicly about the Claim or do anything that harms LYLACOM'S defence of it. do what you can to help LYLACOM with the Claim. Your use of any of the Service with equipment, software or another service LYLACOM has not supplied, your modifying of the Service without LYLACOM'S permission of any content, designs or specifications that have not been supplied by LYLACOM or on LYLACOM'S network should reasonably have become aware that your activity was causing a Claim against LYLACOM, We may ask you to actively defend or settle the Claim. If using the Service leads to a Claim against you or LYLACOM believes it is likely to lead to one, LYLACOM may, at LYLACOM's expense, get you the right to carry on using the Service; or modify or replace the relevant parts of the Service so that using the Service no longer infringes someone else's Intellectual Property Rights, as long as the performance of the relevant parts of the Service is not materially affected. The indemnity and the actions are the only remedies you will have for Claims that your use of the Software infringes someone else's Intellectual Property Rights. You will indemnify LYLACOM for any Claims, losses, costs, or liabilities brought against LYLACOM that results from or is connected with your use of the Service with equipment, software or another service LYLACOM has not supplied, your modifying of the Service, without LYLACOM'S permission, any content, designs or specifications that have not been supplied by LYLACOM or on LYLACOM's behalf; or your using of any of the Service in a way not permitted by this Contract. You will stop any activity that led to the Claim against LYLACOM as soon as LYLACOM gives you Notice or you become aware.

Keeping things confidential

We will both keep all Confidential Information confidential and neither of us will disclose it, unless one of us needs to do that To meet our responsibilities or to receive any benefit under the Contract, and then only to our employees, agents, Affiliates, officers, directors, advisers and, for LYLACOM only, LYLACOM subcontractors and suppliers, who need to know; because Applicable Law, a government or regulatory authority, or court of competent jurisdiction says we have to and the party disclosing it will give the other as much notice as reasonably possible before any disclosure. The party disclosing the Confidential Information in accordance will ensure that the people receiving it comply with this, each of us will return or destroy any of the other's Confidential Information within a reasonable time of the other requesting this by giving Notice. These will stay in place for a period of three years following the end of this Contract. Data Protection I the following terms each have the meaning given to it in the GDPR: "Binding Corporate Rules", "Controller", "Data Subject", "Personal Data", "Personal Data Breach", "Processing", "Processor" and "Supervisory Authority". Whether or not any other provision in the Contract may say something different, for LYLACOM to provide a Service, Personal Data may be used, managed, accessed, transferred or held on a variety of systems, networks and facilities (including databases) worldwide; or transferred by LYLACOM worldwide to the extent necessary to allow LYLACOM to fulfil its obligations under this Contract and you appoint LYLACOM to perform each transfer in order to provide the Services provided that LYLACOM will rely on appropriate transfer mechanisms permitted by Data Protection Legislation, including: LYLACOM Group's Binding Corporate Rules (for transfers among LYLACOM Affiliates); (agreements incorporating the relevant standard data protection clauses adopted by the European Commission; and behalf; or you using the Service in a way LYLACOM has not agreed.

Ending the Service or the Contract

LYLACOM may restrict or suspend the Service: if LYLACOM needs to do Maintenance; To implement a change, or if you do not pay LYLACOM on time and in the way described in the Terms & Conditions, If LYLACOM reasonably believes you have not followed the Acceptable Use Policy or it needs to in order to protect the integrity or security of the LYLACOM Network. If LYLACOM restricts or suspends the Service you will still have to pay the Charges that are payable for the Service until the Service ends; and LYLACOM may apply a Charge, to start the Service again. LYLACOM may suspend the Service if you do not pay what you owe LYLACOM. If LYLACOM decides to restrict or suspend the Service for any of the above reasons, it will let you know beforehand as soon as it reasonably can.

Cancelling an Order before the Service Start Date

You can cancel an Order by giving LYLACOM Notice, as long as the Notice reaches LYLACOM before the Service Start Date. If you cancel an Order, if the cancellation has any impact on volume commitments or otherwise affects the agreed Charges, LYLACOM may amend the Charges to reflect this; and you will pay LYLACOM the Cancellation Charges. If there are no Cancellation Charges, but LYLACOM has incurred any costs to get ready to provide your Service, including cancellation charges from one of LYLACOM's subcontractors or suppliers or other costs payable to a third party, you will pay LYLACOM those costs.

Terminating the Contract

Either of us may terminate the Contract in whole or in part straightaway by giving the other party Notice to terminate the party terminating may alternatively set off any amounts due under this Contract or any other contract between us If you terminate the Contract, the Service or any Order using your rights set , you will pay LYLACOM the Termination Charges unless you terminate because LYLACOM has made a change to the Contract that causes you material detriment. All Charges for the Service that are or would have been performed during the Notice period whether or not the Notice period is actually given. If Something Goes Wrong How far each of us can be held responsible. The Contract excludes, as far as the law allows, any warranties, conditions or other terms that might be implied by statute or common law. Nothing in the Contract excludes or limits the liability of either of us for: death or personal injury caused by either of us being negligent; fraud or fraudulent misrepresentation; or any other liability that cannot be excluded or limited under the other materially breaches the Contract and, where it is possible, they do not put the situation right within 30 days after Notice of their breach;

the other materially breaches the Contract and the situation cannot be put right; or an Insolvency Event applies to the other, and we will each have to pay the other the amounts LYLACOM may terminate the Contract, if you do not pay what you owe LYLACOM under any other contract that you have entered into with LYLACOM as set out in that other contract, and you will have to pay the amounts. Terminating the Contract if there is an event beyond either of our control If a Force Majeure Event means the Service is completely and continuously unavailable for more than 30 days, either of us can terminate the Contract straightaway by giving the other Notice, as long as the Force Majeure Event is still having an effect when the Notice is received, and we will each have to pay the other the amounts. If the Force Majeure Event has ceased before any Notice to terminate is received by one of us, will end and the Notice will have no effect. What happens when the Contract is terminated If the Contract, a Service, or any Order is cancelled, terminated, or expires, for any reason, it will not affect any rights that either of us have up to that point. What we both need to pay when the Contract is terminated if the Contract, any Service, or any Order is cancelled terminated or expires, for any reason, each of us will immediately pay the other any money that is due on the date of termination; the Contract is terminated in whole or in part in accordance Applicable Law. Other than for those matters. Neither of us will be held liable, regardless of how that liability arose, under or in connection with the Contract, and whether in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution, or in any other way, for any of the following losses, no matter if those losses are direct or indirect: (a) loss of profit, revenue or anticipated savings; (b) loss of business or contracts; (c) loss of goodwill; (d) loss from wasted expenditure, wasted time, or business interruption; (e) loss, destruction or corruption of data;

If something goes wrong

Provided LYLACOM has complied. LYLACOM will not be held responsible for any loss or damage caused by unauthorised access to any part of the LYLACOM Network.

Force Majeure Events

If there is a Force Majeure Event the party whose performance is affected by a Force Majeure Event will 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; and get a reasonable amount of extra time to perform the obligation that is affected by the Force Majeure Event. Settling disputes, We will both do what we reasonably can to settle any dispute or claim that occurs under or in relation to this Contract, and to avoid having to get the courts or regulatory authorities involved. LYLACOM will try to resolve any complaint or dispute that you may have with LYLACOM in accordance with the procedure. If the matter is not resolved through that procedure, then you may refer it to adjudication, where appropriate, We will both use the following dispute resolution process: whichever of us is affected will provide Notice of the complaint that clearly sets out the full facts and includes relevant supporting documents; we will both use reasonable endeavours to settle the dispute within 14 days of getting the complaint and will make sure to give regular updates to the other during the 14 days; if the dispute is not settled after 14 days (or any other period agreed by both of us in writing), the dispute can be escalated to a senior executive of either of us (someone at vice president level or above); and if the dispute is still not settled 14 days after it is escalated, we will both consider mediation. After complying with, either of us may, by giving Notice to the other, propose a mediator, unless we both agree to another date, the other party will either confirm their acceptance of the mediator or propose another mediator within 15 days of the date of the Notice if both of us cannot agree on the choice of mediator within a further 15 days, the mediator will be appointed by the London Court of International Arbitration or an equivalent independent body; unless we both agree otherwise, any mediation will happen in London, in English; and unless we both agree otherwise, we will both share the costs of mediation equally. Nothing in this Clause stops either of us: seeking interlocutory or other immediate relief if one of us is at risk of imminent harm, unless something in the Contract already provides an adequate remedy; going to a court of competent jurisdiction if either of us considers it reasonable; or doing anything else this Contract lets us do.

Sending Notices under the Contract

If one of us needs to give the other Notice, they will do it in writing, in English and send it by email, notices need to be sent to LYLACOM at the email address shown on the invoice or any other email address that LYLACOM tells you to send Notices to; or you, at the address that you ask LYLACOM to send invoices to, your primary email address, or, if you are a limited company, your registered office address as of the date of the Notice or any other address or email address you tell

LYLACOM to use by giving Notice to LYLACOM, If either of our contact details change, we will both tell the other straightaway by giving Notice. The recipient is deemed to have received the Notice on the date (or if the date is not a Business Day, then on the next Business Day): of transmission, if it is an email; the Notice 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 three days after posting, if it is sent by first-class post or recorded delivery.

What happens if part of the Contract is illegal, invalid or unenforceable

If any court of competent jurisdiction finds that any part of the Contract is illegal, invalid or unenforceable, that part will be considered removed, but no other part of the Contract will be affected. If any illegal, invalid, or unenforceable part of the Contract would be legal, valid, or enforceable if part of it were removed, we both will negotiate in good faith to change the Contract, so it reflects what we both originally intended as much as possible.

Service Amendment

You may request, by giving LYLACOM Notice, a change to an Order for the Service (or part of an Order) at any time before the applicable Service Start Date; or the Service at any time after the Service Start Date, and where LYLACOM agrees to the change you will pay any additional Charges. LYLACOM has no obligation to proceed with any change that you request. If LYLACOM changes a Service prior to the Service Start Date because you have given LYLACOM incomplete or inaccurate information, LYLACOM may, acting reasonably, apply additional Charges.

Making changes to the Contract

LYLACOM may make changes to the Contract. After the Contract ends at the end of the Contract, provisions in the Contract that we both expect to remain in place after it ends will stay in place. The Contract stands on its own. The Contract sets out the whole agreement between both of us and replaces any previous communication between us. Your own standard terms are not part of the Contract even if you provided them to LYLACOM before signing the Contract, or if you send them to LYLACOM or refer to them in an Order. By agreeing the Contract, 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.

Choice of law and courts

The laws of England and Wales will apply to the Contract and any disputes or claims in connection with it or our relationship, including non-contractual ones. Only the courts of England and Wales will be able to rule on any disputes or claims in connection with the Contract or our relationship, including non-contractual ones. Counterparts to the Contract can 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.