

Newlands Developments
Utility Connections
5200 Daresbury Park
Daresbury
Warrington
Warrington
WA4 4GE

FAO: Mr Jonathan Fernie

PP
Aintree TEC
Heysham Road
Bootle
Liverpool
L30 6TU

OUR REF: CNS 388804
DIRECT LINE: 0
FAX NO: 0
EMAIL: anthony.m.breen@openreach.co.uk

Dear Sir / Madam,

15/01/2021

Order for Infrastructure Services

Further to our recent conversation and site meeting at address below, I am pleased to confirm that Openreach is in a position to carry out the work as discussed detailed in the attached schedule.

The cost of the work for the Infrastructure Services will be £16,603.10 inclusive of VAT.

The Infrastructure Services set out in this Quote are for the following location(s):

Newlands Developments
Tankersley Lane
Barnsley
Barnsley
S74 0DS

This Quote is valid for 30 calendar days from the date of this letter. If we do not hear from you within 30 calendar days, the Quotation will automatically expire. Openreach reserves the right to withdraw this Quote at any time before the end of the 30 calendar day period.

If you make a payment for any works after the Quote has time expired or has been withdrawn or cancelled by us, Openreach will refund any payments made and will not carry out any work. Furthermore, Openreach reserves the right to update, amend or withdraw this Quote at any time if the scope of works as set out changes in any way.

If you wish Openreach to carry out the work specified in this Quote, please return the attached customer acceptance form together with the payment (if requested) as detailed in the Payment Terms below.

- Please note that our solutions are designed using the most economical options available for provision of the service(s) to you subject to any Health and Safety requirements and any other technical or commercial limitations which may apply.*

Frequently asked Questions

Q: Is this an estimate or a quotation?

A: It's a quotation not an estimate.

Q: How has the Quote been arrived at?

A: We have provided a fixed price for the job. We will have carried out a desk survey and, if appropriate, a site survey will also have taken place. From the surveys we calculate the resources required, including the type of people and stores we need. If there are any material changes to the specification after the Quote has been issued then we reserve the right to update, amend or withdraw the Quote (as appropriate). Examples of such a change would be a change to the final termination point of a cable.

Q: Will the price change if the costs for the job are higher or lower than the quote?

A: No. This is a fixed price, based on the relevant desk and/or site survey, so we can give a service across the UK without the need for additional charges to complete work. For example, if we have to deploy specialist people or equipment, including specialist vehicles to deliver a finished job, then this may incur additional charges. Unless you make any material changes to the specification after the Quote has been issued, as in Q2 above, this will be the final price to you.

Q: Is the Quote negotiable?

A: No. Our survey has been conducted and the quote prepared taking into consideration all the options with reference to all health and safety requirements.

Q: How long will it be before my work is started?

A: It could be up to 50 working days after we receive payment before we start on site. However, in the majority of situations, we aim to start within 28 working days of receiving payment.

Yours faithfully

AM Breen
Openreach Sales

Description of works

Diverse Network In Advance to site.

Primary Fibre Node THMSX/A from Hoyland to be used as confirmed by the fibre planner.

A COF600/36 Fibre to be run to the site boundary and a mini node created.

Secondary Node TQOHR from High Green is in situ at the site boundary, and no further work required at this stage.

The Repayments department will move the existing fibre node to a new junction box to allow for a new roundabout to be installed.

Openreach Civils will be required to provide a two-way Duct 54 3M poke out of an unrecorded JMF6 Junction Box.

A test rod and rope will be required on the Primary route due to observed congested duct space. 280M distance. No TM required.

300M of COF600/36F Fibre required from Node THMSX/A to site JMF6 Junction Box. Spare ports observed on THMSX/A for cable entry.

Create a Mini Node in the JMF6 at the site boundary ready for the proposed site.

Unless stated otherwise, this quotation does not include costs for Traffic Management, parking bay suspensions, lane closures, local authority fees, specialist contractor costs, out of hours working (weekday & weekends) blocked ducts, specialist equipment, etc. In event we have to incur any of the above then an additional quotation and payment will need to be made.

Summary of charges

Labour	Survey Fee	Materials	Civils	PM Cost	Net Total	VAT @20.00%	Total
£	£	£	£	£	£	£	£
10,928.74	0.00	187.16	2,720.02	0.00	13,835.92	2,767.18	16,603.10

Payment Terms

Payment In Advance

Schedule or customer agreed delivery date

Customer Quotation Acceptance Form

Openreach Reference: CNS 388804

Please note - without this reference your order cannot be processed

Please carry out the work as detailed in the quotation. I confirm that I have read and accept the Terms and Conditions

Please provide Customer Details:

Customer Name: _____

Address : _____

Customer Contact Name: _____

Customer Contact Tel No: _____

Customer Contact Email: _____

Signature: _____

Date: _____

Position in Company : _____

Please provide Billing Details:

Customer Billing Contact Name: _____

Billing Address _____
(if different to above) _____

Email: _____

Customer Reference or PO Number: _____
(if provided, this will appear on the invoice)

If you wish to pay on your BT Onebill account, or Openreach account please provide the account number/ID below:

VP/GD/GM/DunsID _____

Openreach Payment Information:

Credit/Debit card payment Freephone 0808 100 0834 (0900-1630 Monday to Friday)

Payment attached or BACS Remittance advice:

Card Payment reference		£	
Cheque number		BACS reference	
Cheque amount	£	BACS amount in full	£
Date		Date paid by BACS	

(Cheques payable to BTplc, please write the Openreach reference on the reverse side of the Cheque)

(BACS transfer to Barclays Bank, Sort Code 20-00-00 Acct No. 00835757, please include the Openreach reference in transaction detail)

Please complete all sections and attach or make payment where applicable. If your work requires a Payment in Advance to be made, work cannot commence until the payment is received

Return to:

Openreach Billing Team (CNS)
Post Point EH64
Eldon House
Charter Row
Sheffield
S1 3EF

Fax: 01908 860149

Email: openreach.services.billing@bt.com <

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INTERPRETATION

1.1 This Agreement shall apply to the provision of the Service by BT to the End User to the exclusion of all other written or verbal representations, statements, or agreements.

1.2 In this Agreement and in relation to any Charges determined in accordance with them, the following expressions have the meanings respectively assigned to them.

- "Agreement" means this Agreement and the relevant sections of the Price List and the End User Quotation

Acceptance Form;

- "Affiliate" means any entity that directly or indirectly controls or is controlled by either party, or is jointly controlled with either the Communications Provider, or BT.

- "BT" means British Telecommunications Plc;

- "BT Group" means BT Group plc and its Affiliates

- "BT Network" means BT's electronic communications network;

- "Claim" means any legal claims, actions or proceedings against either party, whether threatened or actual, whether by a third party or the other party to this Agreement.

- "Charges" means all applicable charges arising by virtue of the provision of the Service as described in the Price List;

"Code of Practice for Consumers and Small Businesses" means the document containing BT's code of practice for residential customers and small businesses as seen at: <http://www.btplc.com/Thegroup/RegulatoryandPublicaffairs/Codeofpractice/index.htm>

- "Communications Provider" means either:

a) A Public Electronic Communications Network (PECN) Provider; or

b) A Public Electronic Communications Service (PECS) Provider.

- "Data Protection Legislation" means collectively (i) any applicable laws of the European Union, (ii) any applicable local laws relating to the Processing of Personal Data and the protection of an individual's privacy, (iii) the GDPR, and (iv) any binding guidance or code of practice issued by a Supervisory Authority.

- "End User" means a person taking the Service, but excluding a Communications Provider;

- "End User Apparatus" means the telecommunications equipment (including internal wiring and sockets) serving the End User's Premises;

- "End User Customer Quotation Acceptance Form" means the form signed by the End User and BT to enter into this Agreement.

- "End User's Premises" means buildings or dwellings that are individually identifiable and separately registered for council tax or business rates payable to local councils in the United Kingdom. End User's Premises exclude no served premises (unless expressly agreed by BT in writing);

- "EU-US Privacy Shield" means a legal framework adopted by the European Commission in its adequacy decision of 12 July 2016 that ensures an adequate level of protection for Personal Data transferred from the European Union to organisations in the United States that have self-certified to the EU-US Privacy Shield.

- "Force Majeure" means a matter beyond a party's reasonable control including, but not limited to:

a) act of God;

b) lightning;

c) flood;

d) exceptionally severe weather;

e) subsidence;

f) fire;

g) explosion;

h) war;

i) civil disorder;

j) acts of terrorism;

k) nuclear, biological or chemical incident;

l) national or local emergency;

m) statutory obligation;

n) industrial disputes (including industrial disputes involving that party's own employees, provided that such party has taken all reasonable steps to prevent and or resolve such industrial disputes from arising;

o) delay or failure of that party's supplier(s);

p) delay or failure or rationing of energy supplies;

q) acts or omissions of local or of central government or of other competent authorities;

r) acts or omissions of persons for whom a party is not responsible; or

s) acts of animals.

any other cause whether similar or dissimilar outside its reasonable control.

- "GDPR" means the General Data Protection Regulation (EU) 2016/679 and any amendment or replacement to it, (including any corresponding or equivalent national law or regulation that implements the GDPR).

- "Network Termination Point" means the end point of the network cable located either at:

a) the point at which the network cable arrives on the exterior of the End User's Premises no lower than 40cm but no higher than 1.5m above ground level; or

b) within 3m of the entry of the network cable into the End User's Premises, or the first reasonably available point on the network cable up to a maximum duration of one hour's work from the time the BT engineer commences work on arrival at the End User's Premises provided that the one hour's work will only be undertaken to the extent necessary for engineering or safety reasons.

- The Network Termination Point will comprise one of the following:

1. An External Network Termination Equipment ("NTE"); or
2. A single or multi-line internal NTE; or
3. A single or multi-line termination box (Distribution Point); or
4. A frame; or
5. A temporary cap.

- Openreach Privacy Policy" means the policy that Openreach has implemented and may update from time to time on how it Processes Personal Data and that is set out at: <https://www.openreach.com/privacy-policy/>

- "Sub-Processor" means a BT Affiliate or BT's supplier or subcontractor that BT engages to Process Customer Personal Data for the purposes of the Contract.

- "Price List" means the document containing a list of BT's charges and terms which apply to the Service and which can be seen

at: < <http://www.openreach.co.uk/orpg/home/products/pricing/loadPricing.do> > and any other online address that BT may advise the End User;

- "Service" means BT's provision and installation of wiring beyond the Network Termination Point at the End User's Premises and BT's provision of, alterations (which includes shifting and/or rearranging), repair and/or maintenance of any part of the BT Network (other than required by law) together know as Customer Network Services.

- "Term" means the term that shall commence on the date the End User Quotation Acceptance Form is accepted and signed by duly authorised representatives of BT and the End User and shall continue for twelve (12) months.

1.3 Words in the singular include the plural and vice versa.

1.4 All definitions, notes, terms and conditions set out in the Price List form part of this Agreement in the appropriate circumstances.

1.5 If and to the extent of any inconsistency between this Agreement and the Price List and the Customer Quotation Acceptance Form this Agreement shall prevail.

1.6 Any reference in this Agreement to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.

1.7 The headings in this Agreement are for convenience only and shall not affect its interpretation.

1.8 The terms "party" or "the parties" shall mean BT and/or the End User.

2. THE SERVICE AND TERM

2.1 The Agreement shall commence on the date that the Customer Quotation Acceptance Form is accepted and signed by duly authorised representatives of BT and the End User and shall continue for the Term.

2.2 BT will provide the Service in accordance with this Agreement.

2.3 BT will provide the Service with the reasonable skill and care of a competent telecommunications service provider, including determining how best to provide the Service.

2.4 Subject to clause 12 all warranties, conditions or terms not set out in this Agreement and which would otherwise be implied or incorporated into this Agreement by statute, common law or otherwise are hereby excluded to the maximum extent permitted by law.

3. END USER'S OBLIGATIONS

3.1 The End User will:-

- (a) allow BT full and convenient access to the End User's Premises and the End User's Apparatus at all reasonable times, and provide adequate working space and facilities;
- (b) co-operate in diagnosing faults;
- (c) maintain and make available to BT any manufacturers or other documentation necessary for the repair of the End User's Apparatus;
- (d) in relation to the End User's Premises, obtain all necessary consents, including for example, consents for any necessary alterations to buildings or premises, permission to cross land or permission to put BT Equipment on the End User's Premises; and
- (e) take all reasonable and proper precautions to protect the health and safety of the BT personnel while at the End User's Premises.

4. END USER'S APPARATUS

4.1 BT will (subject to clause 4.2) attempt to return the End User's Apparatus to working order by the method appearing to BT to be the most economical, and may remove all or part of the End User's Apparatus for repair.

4.2 Where in the opinion of BT, the End User's Apparatus is beyond economic repair, or would require work greatly in excess of that usually needed for the repair of equipment of its type, or that Service cannot be provided because all or part of the End User's Apparatus cannot be replaced, maintained or repaired for any other reason BT may decline to provide Service.

5. CHARGES

5.1 The End User shall pay on demand the Charges arising by virtue of the provision of the Service as described in the Price List according to the payment terms on the End User Quotation Acceptance Form.

6. CANCELLATION CHARGES

If an End User cancels the Service, or any part of it before completion of the Service, the End User shall pay for work done by BT (and materials used) and/or work which cannot be prevented from being done by BT at the point of cancellation.

7. DISPUTE RESOLUTION

BT will try to work through any disputes that the End User may have with it. However, if BT cannot do this, the End User may refer the matter to any relevant service which sorts out disputes. Details of these, and of how to refer a dispute, are set out in our Code of Practice for Consumers and Small Businesses

8. LIMITATION OF LIABILITY

8.1 Neither party excludes or restricts its liability under this Agreement for death or personal injury caused by its own negligence or negligence of its employees or agents acting in the course of their employment or agency or for fraudulent misrepresentation.

8.2 Neither party shall be liable to the other in contract, tort (including negligence), breach of statutory duty, by reason of misrepresentation or otherwise for any indirect or consequential loss or punitive damages howsoever caused which may arise out of or in relation to this Agreement.

8.3 In relation to any liability arising out of or in relation to this Agreement, each party's liability to the other for any one incident or series of connected incidents in contract, tort (including negligence), for breach of statutory duty or otherwise for direct loss of profits is limited to the greater of:

a) £100,000; or

b) 105% of the total of all Charges due to BT by the End User for the events giving rise to the loss under this Agreement in any twelve month period

Up to a total maximum of £500,000.

8.4 Each part of each provision excluding or limiting liability operates separately. If any provision (or part thereof) is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

8.5 This clause 8 shall continue in force after the termination or expiry of this Agreement.

9. MATTERS BEYOND OUR REASONABLE CONTROL

9.1 If either party is unable to do or delayed in doing what it has agreed under this Agreement because of a matter beyond their reasonable control then the party affected shall have no liability to the other for that delay or failure to perform.

9.2 If as a result of a matter beyond reasonable control, the affected party is unable to do or is delayed in doing what it has agreed under this Agreement, it shall continue performing those obligations under this Agreement that are not affected and in performing those obligations shall use reasonable efforts to deploy its resources.

9.3 If the affected party is unable to do or delayed in doing what it has agreed under this Agreement because of a matter beyond their reasonable control the other party shall be released to the equivalent extent from its obligation to make payment for such services or facilities or complying with its obligation in relation to them.

10. THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11. DATA PROTECTION

11.1 In this Agreement, 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".

11.2 Whether or not any other provision in the Agreement may say something different, for BT 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 BT worldwide to the extent necessary to allow BT to fulfil its obligations under this Contract and you appoint BT to perform each transfer in order to provide the Services provided that BT will rely on appropriate transfer mechanisms permitted by Data Protection Legislation, including:
 - BT Group's Binding Corporate Rules (for transfers among BT's Affiliates);
 - agreements incorporating the relevant standard data protection clauses adopted by the European Commission; and

11.3 BT will be either Controller, Processor or both under the Contract depending on the type of Personal Data Processed and the purpose of the Processing.

11.4 If BT acts as a Controller:

- BT may collect, Process, use or share Personal Data with BT Affiliates and Sub-Processors, within or outside the country of origin in order to do any or all of the following:
 - administer, track and fulfil Orders for the Service;
 - implement the Service;
 - manage and protect the security and resilience of any BT Equipment, the BT Network and the Service;
 - manage, track and resolve Incidents with the Service;
 - administer access to online portals relating to the Service;
 - compile, dispatch and manage the payment of invoices;
 - manage the Contract and resolve any disputes relating to it;
 - respond to general queries relating to the Service or Contract; or
 - comply with Applicable Law;
- BT will Process the Personal Data in accordance with applicable Data Protection Legislation and as set out in the Openreach Privacy Policy and, where applicable, BT Group's Binding Corporate Rules.

11.5 If permitted by Applicable Law:

- a party in breach of the Data Protection Legislation will be liable to the other for any losses, costs and liabilities (including those arising from Claims) incurred or suffered by the other party where those losses, costs and liabilities are caused by, or in connection with, that breach including where the parties are jointly and severally liable; and
- where the parties are jointly and severally liable for a Claim caused by Processing neither party will make any payment or any offer of payment to any Data Subject (including third parties acting on behalf of any Data Subject) in response to any Claim caused by or relating to the Processing of Personal Data, without the prior written agreement of the other party.

11.6 Where each party acts as a Controller in relation to the Processing of Personal Data under the Contract, the parties will not act as joint Controllers for the purposes of Article 26 of the GDPR in relation to such Processing.

11.7 If BT makes amendments to the Contract to reflect changes to BT's security measures, policies and processes to enable BT to comply with the Data Protection Legislation, you will act reasonably and in good faith to negotiate those amendments in a timely manner with BT.

12. GUARANTEE

12.1 Subject to clause 12.2 BT guarantees the wiring provided as part of the Service for 12 months from the date of installation as recording by BT in its systems.

12.2 If the End User reports a fault during the guarantee period and the fault is due to faulty design, manufacture, materials or BT's negligence, BT will replace or (at its option) repair the wiring by substituting an existing pair or optical fibre within the wiring provided that:

(a) the wiring has been properly kept and maintained, used in accordance with the manufacturer's or BT's instructions and has not been modified except with BT's written agreement; and

(b) the fault is not due to damage (including lightning and electrical damage) or the actions of anyone other than BT.

12.3 This guarantee does not cover fair wear and tear.

12.4 If BT visits the End User Site in response to a fault report and no fault is found, or the fault is not covered by the guarantee, BT may charge the End User at the rate shown in the BT Price List.

12.5 If the End User already has existing wiring installed at the End User Premises, BT does not offer any guarantee on such wiring and the End User will accept it in the condition which prevails at the time that the End User Quotation Acceptance is made.

13. GENERAL

13.1 This Agreement is governed by and construed in accordance with the laws of England and Wales and both parties submit to the exclusive jurisdiction of the English Courts.

PAYMENT OPTIONS

Our Openreach reference must be quoted for all methods of payment.

1 Telephone Payments

To pay by credit card or debit card, simply call our dedicated card payments team on **Freephone 0808 100 0834**. Our opening hours are 9am to 4.30pm Monday to Friday.

2 Bank Automated Clearing Services (BACS)* (online through your own bank account)

Our Bank	Barclays Bank, 1 Churchill Place, Canary Wharf, London E14 5HP
Our Bank Sort Code:	20-00-00
Our Bank Account Number:	00835757
Bank Identifier Code (Swift Code)	BARCGB22
IBAN (International Account No)	GB20 BARC 2000 0000 835757
<u>Our Openreach Reference:</u>	<u>Shown on payment counterfoil</u>

***For BACS payments, a remittance advice, quoting your details, and our Openreach reference, must be submitted.**

Please send your remittance to:

email: BACS-REMITTANCE@bt.com

Fax: 01908 862290

Post: BT Payments Services Ltd, BT Telephone Centre, Durham. DH98 1BT

3 By Cheque

Make cheques payable to British Telecommunications PLC.

Please post the cheque and the counterfoil to:

Openreach, PP EH62B, Eldon House, Charter Row, Sheffield. S1 3EF

REFUNDS POLICY

Where appropriate, a refund will be made by cheque, BACS or to the Credit/Debit card from which payment was taken.

LEGAL COSTS AND INTEREST

Please note that in circumstances where BT plc has issued legal proceedings, this payment may not be accepted in full and final settlement.

Where applicable, legal costs and interest will remain outstanding, and must be paid in full.

CIS DETAILS

Company Unique TAX Reference (UTR) 93520 03146

Company Name : BRITISH TELECOMMUNICATIONS PLC

Company Trading Name : BT

Company Registration Number : 01800000

BT VAT REG NO 245719348