

**AGREEMENT FOR BROADBAND**

**PARTICULARS**

**“Date”** 2010

**“Bid” Company (we/us)** Name: Coventry Best for Business  
(Business Improvement District)  
Limited  
Company Number: 06164088  
Address: Coventry University Technology Park  
Puma Way  
Coventry CV1 2TT

**“the Owner” (you)** Name: .....  
Company Number:  
(if a company) .....  
Address:  
.....  
.....  
.....  
Telephone:  
.....

**“the Property”**  
.....  
.....

**“the Apparatus”** Broadband (brief description) 1 x subscriber module and 1 x lightning surge suppressor

We agree to enter into this agreement on the terms and conditions set out on the following pages.

Our signature: \_\_\_\_\_ Name (please print): \_\_\_\_\_

Your signature: \_\_\_\_\_ Name (please print): \_\_\_\_\_

## **TERMS AND CONDITIONS**

### **1. Definitions and Interpretation**

The Particulars form part of this agreement and the expressions in the Particulars have the specific meanings set out against them. In addition:

<b>“the Apparatus”</b>	<b>is described in the Particulars and is shown and specified in the Drawings. “Apparatus” includes all associated cabling and connectivity</b>
<b>“the Drawings”</b>	<b>means the drawings illustrative photographs and specifications attached to this agreement</b>
<b>“the Bid Period”</b>	<b>means the period from the date of this agreement until 24<sup>th</sup> October 2012 unless the Bid Period is extended or renewed in which case it shall continue until the expiry of such extension or renewal</b>
<b>“the Property”</b>	<b>shall include all land belonging to it</b>

### **2. Rights Granted**

You grant to us the following rights (“the Rights”):

2.1 The right to:

- Install and keep the Apparatus on, under, or over the Property;
- Inspect the Apparatus;
- Repair maintain alter or replace the Apparatus;
- Connect the Apparatus to the electricity supply of the Property and to lay and maintain wires and cables for this purpose.
- Remove the Apparatus.
- Construct lay maintain repair and renew the Civil Works

2.2 We may come on to the Property to carry out these Rights with men and equipment but we must give you reasonable prior notice of our intention so to do.

### **3. Our Responsibilities**

- 3.1 We will cause as little damage to the Property as possible in the exercise of the Rights. If we do any damage to the Property, we will repair it to your reasonable satisfaction as soon as possible.
- 3.2 As well as your normal legal rights we will indemnify (compensate) you up to £2,000,000 if someone makes a claim against you because of us installing or keeping the Apparatus on the Property as long as:
- You did not cause or contribute to the claim;
  - You let us know straight away when you hear about a possible claim; and
  - You get our permission in writing before you make any payments or admit liability.
  - You allow us to deal with and settle any claim.
- 3.3 We will remove the Apparatus when this agreement comes to an end.

#### **4. Your Responsibilities**

- 4.1 You must not damage the Apparatus or allow anyone else to do so.
- 4.2 You must not place or build anything on the Property which would make it more difficult for us to get to the Apparatus. You must not plant a tree or shrub if the roots are likely to interfere with the Apparatus, unless you have to do this because of planning law.
- 4.3 You must supply a continuous electrical supply to the Apparatus.

#### **5. Notices**

Any Notice given by us or by you under this Agreement shall be in writing signed by or on behalf of the party giving it and shall unless delivered to the party personally be left at or sent by recorded delivery to the address of the party set out in this Agreement or as otherwise notified in writing to the other party from time to time.

#### **6. Duration of Agreement**

This Agreement shall last and continue until the expiry of the Bid Period.

#### **7. Miscellaneous**

- 7.1 The Apparatus belongs to us.
- 7.2 This Agreement is intended to bind your successors in title to the Property. Should you sell or otherwise dispose of the Property, you must inform your successor of the contents of this Agreement.

#### **8. Broadband Provisions**

The provisions of the first schedule apply.



**THE FIRST SCHEDULE  
(Broadband Provisions)**

You are entitled to make use of the broadband equipment but you must comply with our fair use policy. In particular your daily use of the broadband equipment must be such that is reasonable and does not prejudice the right of others to use it.

There will be no additional electrical contribution in respect of the broadband equipment whether or not it is installed with the CCTV equipment or at a later date.

**THE SECOND SCHEDULE  
Variations and Additions (if any)**

Any variations or additions to this Agreement must be specified in the schedule below.