

Order for customer network services.

openreach

Our refs:

Sales: CFP - PF

Billing: CNSnnnnnn

Address

Address Postcode

dd/mm/yyyy

Dear Name,

Exchange XX Name

Thank you for asking us to provide a firm quote to bring full fibre broadband to your community.

To recap from the proposal we sent you previously, we'll cover the costs for this project that fall within our own commercial threshold. This means that the figure below represents the remaining cost that you will need to contribute on behalf of your community for us to deliver a fibre-to-the-premise (FTTP) infrastructure - which has the capability to give download speeds of up to 1Gbps - enough to stream 200 HD movies at same time.

I am pleased to confirm that Openreach is in a position to carry out the Services set out in this quotation, although any contract for these Services will be between British Telecommunications plc ("BT") and the Legal Entity identified below (in accordance with the Commitments BT agreed with Ofcom in October 2018). Where no Legal Entity is identified below this quotation shall be indicative only and shall not be capable of acceptance.

Our quotation of your share of the cost, which is valid for a period of 30 calendar days from the date of this letter, to bring fibre to your community is **£0.00**.

The Legal Entity that BT will contract with:

Legal Entity:

Registered Number (if applicable):

Address:

Contact:

We're delighted you've decided to partner with us so we can carry out the work specified on page three, for your community to enjoy the benefits that ultrafast broadband will bring.

Please check that the Legal Entity details stated above are correct and if they are not or indeed are missing, please let us know so that we can provide you with an updated quotation which you can accept.

Name

Community Fibre Partnerships

Page 1 of 13

Openreach

123 Judd Street

London

WC1H 9NP

www.openreach.co.uk

E communityfibre@openreach.co.uk

(Contract v1)

Registered Office:

81 Newgate Street,

London EC1A 7AJ

Registered in England and Wales no. 1800000

Order for customer network services.

If you wish to accept this quotation please complete the boxes on the Contract Acceptance Form and either sign in hard copy or electronic signature so we can get the ball rolling.

With best regards,

Name (E.g M King)

Name

**By Openreach Limited
For and on behalf of British Telecommunications plc**

PS. The last section has some important information that you'll need to be aware of so please read it carefully.

Our reference: CFPXXXX- PFXXX – Exchange XX Community

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An outline of the work that we (BT) will carry out

- Except for any self dig elements that you have agreed to carry out (which are set out below), we'll carry out all civil works connected to the deployment and also provide all associated cabling:
 - a) to the Connectorised Block Terminals (CBTs) situated close to or at the edge of the Premises listed below; and
 - b) where necessary, beyond the CBT, including across the land inside the curtilage of the Premises (where access is provided in accordance with clause 3.1 (Customer Obligations) of terms and conditions of the Contract);to enable the Premises to order service from a Communications Provider (CP) without incurring additional infrastructure costs (normal CP connection charges will still apply).

It may however still be necessary to carry out some additional work when such service is ordered from the CP to complete the connection into the Premise from the CBT (which may include any work that we have been unable to complete in respect of paragraph b) above (where such access has not been permitted).

- Where applicable, any self dig elements that you have agreed to carry out are set out below:

Not Applicable.

Other information

- All equipment (the subject of the work) will be owned and controlled by BT and forms part of the BT Group estate once commissioned.
- Any infrastructure provided will become, and will remain, property of BT and will continue to form part of BT Group's estate.
- A fibre broadband service for those premises connected via this Contract will need to be purchased by individuals from a CP of choice, where the CP can provide a fibre service once the infrastructure is ready to take orders.
- Where we are required to undertake work within the premise boundary of the premises listed below we require the Customer to fulfil its obligations as set out in the Contract and to ensure that engineering teams have the necessary access to carry out this work.
- All premises detailed in the table below will be able to order an FTTP service from CPs deploying FTTP services. The speed will depend on the CP, and the service purchased.

Where vouchers Rural Gigabit Connectivity Scheme are being used (These provisions are not applicable if the value of RGC Vouchers in the Summary of Charges table below is stated as being "£0.00" or "not applicable")

- We are entering this Contract with the Legal Entity specified on the first page of the Order on the basis that the vouchers under the Rural Gigabit Connectivity Scheme ("The Scheme"), which is part of the Local Full Fibre Networks ("LFFN") Programme delivered by the DCMS. The Scheme's grants will be used to contribute to all, or part, of the payment for the Contract as outlined in the Payment Terms that follow. The SME and/or Residential Beneficiaries of the Scheme will be required to confirm their eligibility via The Scheme Portal, at which point their voucher/s will be issued. The Customer must advise BT as soon as reasonably possible if

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their voucher application has been declined. Terms and conditions on The Scheme can be found at <https://gigabitvoucher.culture.gov.uk/rural/>

- By entering into this Contract, the Customer confirms that the Residents applying for a Scheme voucher fully understand and are willing to comply with the terms of the scheme and have confirmed their eligibility via the Scheme portal. Failure to do so means that BT reserves the right to seek any outstanding payment from the customer
- By entering into this Contract, the Customer confirms that from the list of Premises below there are **(N)** SME beneficiaries and **(N)** residential beneficiaries who comply with the eligibility terms of the Scheme as set out in (a)-(j) below, and have confirmed their eligibility via the Scheme portal. On behalf of the Community the Customer specifically confirms the following criteria applies:
 - (a) That (where applicable) the proposed installation address of the SME (which must be their trading address) or residential beneficiary is within a participating local body's administrative area.
 - (b) That the SME meets the European Commission definition of SME (details at http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en), which can be summarised as:
 - Up to 249 employees (in total in the organisation) and turnover no greater than €50m per annum, and/or
 - Balance sheet of no more than €43m
 - (c) That the SME has not received a previous rural gigabit connectivity voucher or preregistered package under the Scheme. SMEs may benefit from multiple connections supported by the Scheme at different locations, but no SME may benefit by more than **£3500** in total.
 - (d) That the residential beneficiary has not received a previous rural gigabit connectivity voucher or preregistered package under the Scheme. Residential beneficiaries may benefit from multiple connections supported by the Scheme at different locations, but no residential beneficiary may benefit by more than **£1500** in total (or such other amount that may be provided for by the Scheme).
 - (e) That, as a result of the voucher contribution included within the relevant package, the SME will have received less than €200k in public grants in the last 3 years from date of contracting for the relevant package)
 - (f) That the SME is not a public sector organisation or is not
 - (i) owned or controlled by the registered supplier
 - (ii) a school funded by the Department For Education;
 - (iii) a privately funded school operating over the ages of 3-18 and/or
 - (iv) an organisation solely involved in offering provision under the requirement for young people to remain in education or training until their 18th birthday.
 - (g) That the SME or residential beneficiary confirms that they are content for their voucher to be used as part of this proposal for fibre broadband services.
 - (h) That the SME or residential beneficiary currently have a broadband service that is less than 100Mbit/s

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- (i) That the SME or residential beneficiary will order broadband services such that they will receive a speed greater than 30mbps or at least double their speed if the service that is currently being consumed by the SME or residential beneficiary at the time of this Contract is more than 30mbps.
- (j) That the SME or residential beneficiaries are confirmed as D, E, or F categories (Or equivalent in their region) according to the DEFRA rurality definition. A full explanation of the government Rural Urban Classification can be found at <https://www.gov.uk/government/collections/rural-urban-classification>
- The Customer acknowledges and agrees that to enable BT to claim the vouchers on behalf of the SME or residential beneficiaries the Scheme requires certain information to be provided by BT to DCMS. The Customer therefore further acknowledges and agrees that the voucher may be invalidated where the SME or residential beneficiary:
- o knowingly provides incorrect information in response to the questions set out in (a) – (j) above; or
 - o are subsequently found to be outside of the criteria above, or
 - o does not have a completed (active) and confirmed eligible broadband connection (as defined in (i) above) within 12 months of the date of the Contract Acceptance Form (or such longer period as DCMS may permit under the Scheme); or
 - o fails to provide BT with the information required by DCMS to allow it to claim the voucher
- In such circumstances, the SME or residential beneficiary may be found to be not eligible for the Scheme Grant and BT reserves the right to seek the full balance of any outstanding payment (including the value of any vouchers that have been invalidated) from the Customer.

For the avoidance of doubt however, BT will not exercise such right where it has not been able to provide the new infrastructure within 12 months of the date of the Contract Acceptance Form or such longer period as DCMS may permit under the Scheme.

Premises to be covered by FTTP as part of this Contract

Exchange	Premise
	x Addresses FTTP

Summary of charges

Total 'gap' cost	£
Value of any approved RGC vouchers that have been approved for payment / part payment of this Contract	£
Total payable by the Customer	£

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Payment terms

The amount you'll need to pay is dependant on whether there are any approved RGC Vouchers identified in the table above.

- If no RGC vouchers are identified, 50 per cent of the "Total payable by the Customer" set out above will be payable on signature of the Contract Acceptance Form, with the balance of 50 per cent due once the work's been completed.
- If RGC vouchers are identified then where the "Total payable by the Customer":
 - is less than 50 per cent of the "Total 'gap' cost", 100% of the "Total payable by the Customer" would be payable on signature of the Contract Acceptance Form; and
 - is equal to or greater than 50 per cent of the "Total 'gap' cost", 50% of the "Total payable by the Customer" would be payable at the time of signing the Contract Acceptance Form with the balance of 50 per cent due once the work's been completed

Your first invoice will be sent after we've received the signed Contract Acceptance Form, with full details on how payments can be made.

	Net Total	Vat at 20%	Total
Payable on signing / acceptance of contract	£	N/A	£
Payable on completion of work	£	N/A	£

Deployment timeline

Subject to Matters Beyond Our Reasonable Control (MBORC), we will target completion of the build within 12 months from the date of this signed Contract ("Build Completion Target Date").

Notices

For the purposes of Clause 12 of the terms and conditions of this Contract, Notices to BT should be sent to:

Community Fibre Team - 3rd Floor, Lancaster House, Old Hall Street, Liverpool L3 9PY

Important information about contracting with us to bring fibre broadband to your community

1. Interpretation

1.1 This Contract applies to the provision of the Service by BT to the Customer to the exclusion of all other written or verbal representations, statements, or agreements.

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

"Binding Corporate Rules" has the meaning given to it in the GDPR;

"BT" means British Telecommunications Plc;

"BT Affiliate" a company in which BT owns from time to time, directly or indirectly, at least 20% of the voting share capital;

"Charges" means all applicable charges arising by virtue of the provision of the Service as described in the Order.

"Communications Provider" means either a Public Electronic Communications Network (PECN) Provider; or a Public Electronic Communications Service (PECS) Provider.

"Confidential Information" means any information of either Party (whether written or oral) which is of a confidential nature and is obtained under or in connection with this Contract or Service.

"Contract" means these terms and conditions, the Order, and the Contract Acceptance Form;

"Contract Acceptance Form" means the form signed by the Customer and BT to enter into this Contract .

"Controller" has the meaning given to it in the GDPR;

"Customer" means the legal entity that BT contracts with to provide the Service, details of which are set out on page one of the Order;

"Data Subject" has the meaning given to it in the GDPR;

'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 which implements the GDPR).

"Notice" means any notice to be given by either Party under the Contract in accordance with Clause 12.

"Order" means the Order for Customer Network Services dated **DD/MM/YYYY**.

"Party" means either BT or the Customer;

"Parties" means both BT and the Customer;

"Personal Data" has the meaning given to it in the GDPR;

"Personal Data Breach" has the meaning given to it in the GDPR;

"Premises" means those premises (including any land within the curtilage of those premises) listed on the Order in respect of which the Service is being provided.

"Processing" has the meaning given to it in the GDPR;

"Processor" has the meaning given to it in the GDPR;

"Service" means BT's provision of, alterations (which includes shifting and/or rearranging), repair and/or maintenance of any part of their Network (other than required by law) as detailed in the Order.

"Supervisory Authority" has the meaning given to it in the GDPR;

"Term" means the term that shall commence on the date the Contract Acceptance Form is accepted and signed by duly authorised representatives of the Customer and shall continue for 24 months.

- 1.3 If and to the extent of any inconsistency between this Contract, the Order, and the Contract Acceptance Form this Contract shall prevail.
- 1.4 Any reference in this Contract 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.
- 1.5 The headings in this Contract are for convenience only and shall not affect its interpretation.
- 1.6 The terms "party" or "the parties" means BT and/or the Customer

2. THE SERVICE AND TERM

- 2.1 The Contract shall commence on the date that the Contract Acceptance Form is signed by duly authorised representative of the Customer and shall continue for the Term.
- 2.2 BT will provide the Service in accordance with this Contract.

- 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 Any Service may be changed by BT so long as the performance of the Service is not materially adversely affected. These sort of changes might include changing the technology used in the provision of the Service as well as changes made in line with clause 10.6 (Data Protection) below to reflect changes to BT's security measures, policies and processes to enable BT to comply with the Data Protection Legislation.
- 2.5 All warranties, conditions or terms not set out in this Contract and which would otherwise be implied or incorporated into this Contract by statute, common law or otherwise are hereby excluded to the maximum extent permitted by law.

3. CUSTOMER OBLIGATIONS

- 3.1 The Customer will where reasonably necessary:-
 - 3.1.1 co-operate with BT and comply with any reasonable requests BT makes to help it provide the Service (including the provision of access to the Premises where reasonably necessary for the provision of the Service);
 - 3.1.2 provide BT with all relevant information in relation to health and safety and the environment and give BT any other information and materials BT asks for, within reason to enable BT to provide the Service, and the Customer will make sure the information provided is accurate and complete; and
 - 3.1.3 provide such assistance as BT may reasonably require to obtain any necessary consents and licences.

4. CHARGES

4.1 The Customer will be responsible for and will pay the Charges arising by virtue of the provision of the Service as set out and according to the payment terms on the Contract Acceptance Form.

5. CANCELLATION CHARGES

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

6. DISPUTE RESOLUTION

6.1 Both Parties will do what they reasonably can to settle any dispute or claim that occurs under or in relation to this Contract, and to avoid having to get the court or regulatory authorities involved.

6.2 Both Parties will use the following dispute resolution process:

6.2.1 whichever Party is affected will provide Notice of the complaint to the other that clearly sets out the full facts and includes relevant supporting documents;

6.2.2 The Parties 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;

6.2.3 if the dispute is not settled after 14 days (or any other period agreed by both Parties in writing), the dispute can be escalated to a senior representative; and

6.2.4 if the dispute still is not settled 14 days after it is escalated, both Parties will both consider mediation.

6.3 After complying with Clause 6.2, either Party may start mediation by giving Notice to the other, in which case:

6.3.1 unless both Parties agree to another date, will start no later than 15 days after the date of the Notice;

6.3.2 unless both Parties agree otherwise, any mediation will happen in London, in English; and

6.3.3 both Parties will share the costs of mediation equally, unless the relevant mediator or a later court of competent jurisdiction decides something else.

6.4 Nothing in this Clause 6 stops either of Party:

6.4.1 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;

6.4.2 going to a court of competent jurisdiction if either of us considers it reasonable; or

6.4.3 doing anything else this Contract lets that Party do.

7. LIMITATION OF LIABILITY

7.1 The Contract excludes, as far as the law allows, any warranties, conditions or other terms that might be implied by statute or common law.

7.2 Neither Party excludes or restricts its liability under this Contract 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.

7.3 Other than for those matters set out in Clause 7.2, neither Party 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:

(a) loss of profit, revenue or anticipated savings;

(b) loss of business, contracts or opportunity;

- (c) loss of goodwill;
- (d) loss from wasted expenditure, wasted time or business interruption;
- (e) loss, destruction or corruption of data;
- (f) liability to any third parties unless a Clause in the Contract says something different; and
- (g) any special, indirect or consequential loss or damage.

7.4 In relation to any liability arising out of or in relation to this Contract, 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 is limited to the greater of:

- (a) £10,000; or
- (b) 105% of the total of all Charges due to BT by the Customer for the events giving rise to the loss under this Contract in any twelve month period up to a total maximum of £500,000.

7.5 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.

7.6 This Clause 7 shall continue in force after the termination or expiry of this Contract.

8. MATTERS BEYOND OUR REASONABLE CONTROL

8.1 If either Party is unable to do, or delayed in doing what it has agreed under this Contract because of a matter beyond its reasonable control ("MBORC") then the Party affected shall have no liability to the other for that delay or failure to perform. For the avoidance of doubt, MBORC includes but is not limited to:

- (a) Any rejection, restriction, condition or material delay relating to a planning or highways application despite due care and attention in their preparation by BT,

which has the potential to delay or hinder the Service;

- (b) any requirement for permits, consents or notices from a third party not under the control of BT where the details of such requirements were not provided prior to BT entering into this Contract or where details were provided but have subsequently changed from what was provided; and
- (c) Third party delays and / or refusal in granting wayleaves on terms that BT accepts for its normal commercial deployment.

8.2 If as a result of an MBORC, the affected Party is unable to do or is delayed in doing what it has agreed under this Contract, it shall continue performing those obligations under this Contract that are not affected and in performing those obligations shall use reasonable efforts to deploy its resources.

8.3 If and to the extent that the affected Party is unable to do or delayed in doing what it has agreed under this Contract because of MBORC 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.

9. THIRD PARTY RIGHTS

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

10. DATA PROTECTION

10.1 Whether or not any other provision in the Contract 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 the Customer appoints 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

- 10.2 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.
- 10.3 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:
- (a) administer, track and fulfil Orders for the Service;
 - (b) implement the Service;
 - (c) manage and protect the security and resilience of any BT Equipment, the BT Network and the Service;
 - (d) manage, track and resolve Incidents with the Service;
 - (e) administer access to online portals relating to the Service;
 - (f) compile, dispatch and manage the payment of invoices;
 - (g) manage the Contract and resolve any disputes relating to it;
 - (h) respond to general queries relating to the Service or Contract; or
 - (i) comply with Applicable Law;
 - (j) 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.

- 10.4 If permitted by Applicable Law:
- (a) 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
 - (b) 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.
- 10.5 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.
- 10.6 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, the Customer will act reasonably and in good faith to negotiate those amendments in a timely manner with BT.

11. CONFIDENTIALITY

- 11.1 The Parties agree to keep in confidence any Confidential Information.
- 11.2 With the exception of employees (including those employees of a BT Group Company or its suppliers) or professional advisers of the other Party who need to know the information for the purposes of this Contract, neither Party will

disclose the other Party's Confidential Information to another person or Party without the prior written permission of that other Party.

- 11.3 Clauses 11.1 and 11.2 will not apply to:
- (a) any information which is in the public domain other than through a breach of this Contract;
 - (b) information lawfully in the possession of the recipient before the disclosure under this Contract took place;
 - (c) information obtained from a third party who is free to disclose it; and
 - (d) information which a Party is required by law to disclose or by any order authority or court of competent jurisdiction provided that prior to such disclosure the party required to disclose the information shall consult with the other as to the proposed form, nature and purpose of the disclosure.

12. NOTICES

- 12.1 If a Party needs to give the other Notice, they will do it in writing, in English and send or deliver it either by:
- (a) email;
 - (b) hand; or
 - (c) first class post, recorded delivery or courier.

12.2 Notices need to be sent to any address or email address that the receiving Party has notified in writing to the other Party for such purposes (including on the Order Form or Customer Acceptance Form), failing which notices will be sent to the recipient's current registered address.

12.3 If either of our contact details change, we will both tell the other straightaway by giving Notice.

12.4 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) that:

- (a) on transmission, if it is an email;
- (b) the Notice is signed for on behalf of the addressee, if it is delivered by hand or sent by courier; or
- (c) is three days after posting, if it is sent by first-class post or recorded delivery.

13. GENERAL

- 13.1 This Contract is governed by and construed in accordance with the laws of England and Wales (and/or Scots law if applicable) and both parties submit to the exclusive jurisdiction of the English Courts.

Contract Acceptance Form

Openreach Billing Reference: **CNS**

Private Funding Infill Reference: **CFPxxx- PFXXX**

Order details: **Exchange XX Name**

I the undersigned wish Openreach to carry out the work on British Telecommunications plc's behalf as detailed in the Order Form and have read and accept the terms and conditions of the Contract which will apply.

Signed:	[Leave Blank for LE to sign]
Name:	[insert name of person signing]
Position in Legal Entity:	[insert title of person signing if known if not leave blank]
Date:	Insert date Leave blank]
For and on behalf of:	[insert Legal Entity name]
Address and Postcode	[Insert Registered Address, This should be the address the address that is shown on Companies house for this LE]
Registered Number	[Insert Registered Number if applicable]
Notices Address: (Clause 12 of the terms and conditions of the Contract refers)	[Insert Notices Address, This should be the address in the community they want to receive notices to] For the attention of: [Insert Name / Title, This should be the person signings name and the Community leads name] Email: [Insert email address for both the LE signing and the Community lead]
Contact name	[Insert Person signings name]
Email	[Insert Person signings email address]
Telephone	[Insert Person signings telephone number]