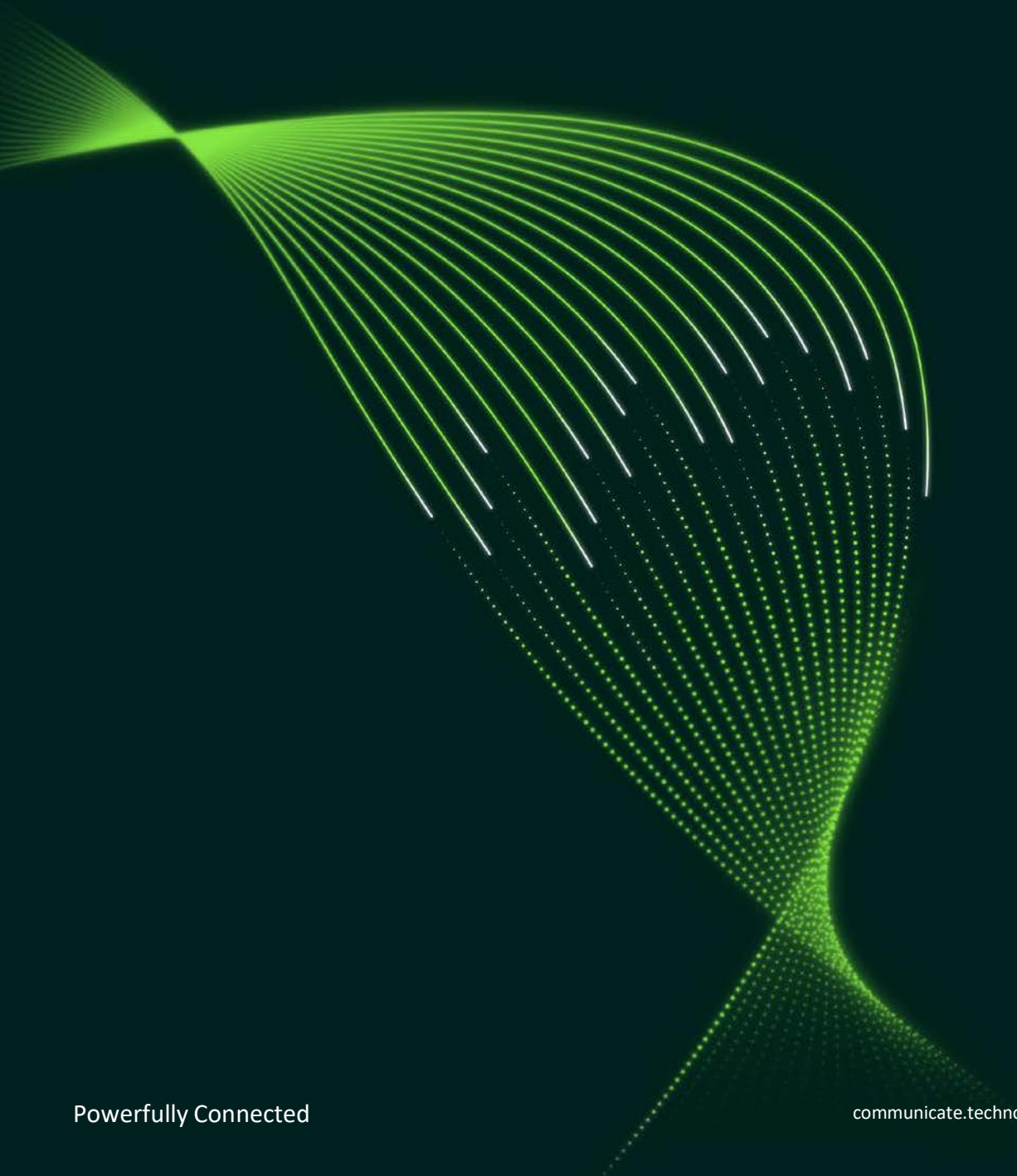


Communicate



# Country Park Wireless



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# Terms and Conditions

## Country Park Wireless - Terms and Conditions of Service

These conditions set out the basis on which we provide our Country Park Wireless Internet services.

### Placing Your Order

#### Acknowledgement & Acceptance of Order

We are under no obligation to accept your order. We will acknowledge your order by email or by telephone.

#### Eligibility

The service is only available to individuals who are at least 18 years of age. By accepting these conditions, you signify that you meet these qualifications of eligibility. We may refuse to offer the service to any person or company and may change our criteria for eligibility, at any time, at our sole discretion without providing a reason. We reserve the right to terminate your account and your rights to use our services for any reason, including, but not limited to, our belief or suspicion that any registration data you provide is or becomes untrue, inaccurate, not current, or incomplete. Our Country Park Wireless services are only available to residential customers. Anyone operating and/or running a business from the installation address will need to change their package to a business class service. We reserve the right to terminate the contract if we deem it appropriate to do so.

#### Right to Cancel

You have the right to cancel this order by giving us notice of cancellation at any time. We do not tie you to a minimum period or ask for any deposit. If you wish to exercise your right to cancel, please contact us as soon as possible.

### Installation and Maintenance of Equipment

#### Installation

Once we have processed your application, we will contact you to arrange delivery and installation of any equipment that we need to install at your premises. You must ensure that:

- We are able to access your premises on the appointed day and time to deliver and install your equipment.
- You prepare your premises in accordance with our reasonable instructions in order to ensure that the equipment can be installed.
- You are the owner of the premises, or you have any consent required for the installation of the equipment, for example from your landlord or your local authority.
- There is sufficient power available to power the equipment.

When we install the Equipment at your premises, we will make every effort to site the equipment at a location of your choice that is also suitable for accessing our wireless network. However, in order to obtain optimum signal strength this may not be possible and additional internal or external cabling work may be required. If we are unable to install the equipment at a mutually suitable location, this agreement shall terminate, and any monies received shall be refunded to you. If an installation date has been arranged and our engineer is turned away without prior warning, an additional cost may be incurred should you request another appointment at a later date.

In some circumstances it may be necessary to use additional equipment in order that the required antenna can be installed in both a satisfactory and safe location. If this is the case then you will be advised prior to installation of any additional charges that will be incurred, an example of items that may not be covered in a standard installation are as follows:

- Large Pole (10ft+) and bracket(s) £POA
- Bespoke cabling (*Cabling not required for installation but requested by the customer*) - £POA
- Cherry Picker £POA

If we decide that the equipment cannot be satisfactorily or safely installed at your premises, then we may cancel any installation date and terminate this contract. We will refund you any sums you have already paid us before termination.

## **Maintenance & Recovery of Equipment**

We will need to access your premises from time to time for example to repair, maintain, replace or upgrade any equipment installed on your premises, or to recover our equipment following any termination of this service. If we require access, we will contact you to arrange an appointment for us to attend your premises for this purpose. You agree to cooperate with us in arranging a suitable time for us to attend your premises.

## **Equipment**

The equipment will remain our property even after the install fee is paid in full. You must not tamper with, add to, modify or interfere with the Equipment in any way, and you must not allow any other person to do so. You are responsible for any loss or damage to the equipment. If we need to replace equipment that is damaged for reasons beyond our control such as faults caused by electrical surges or storms or any other reason, there may be a service fee up to £120 for carrying out such work. In addition, a requested service visit for a fault that is not a result of our service or equipment but is a fault generated by you or equipment that you own will result in a service fee being charged.

If you connect our Equipment to a Local Area Network (LAN) then you are responsible for:

- Supplying, configuring and maintaining a suitable piece of equipment (for example, a router, wireless access point or hub) capable of interfacing with our equipment.
- Notifying us of the technical contact for your LAN.

By accepting these conditions, you understand that we will not provide any technical assistance for your home or office LAN.

## Internet Access

### Access

You are entirely responsible for all access to the services made using your IP address, even if this is done without your consent. We will not be liable under any circumstances for any unauthorised access to your information or material posted on the Internet.

### IP Addresses

We will assign you with a private IP address. All IP addresses that are assigned to you remain the property of Communicate Technology and you must not sell, attempt to sell, or agree to transfer them to anyone else.

### Permitted Users

You are responsible for all those who use the services from your Premises, and you should ensure that all users are aware of these terms and the Acceptable Use Policy.

You must not re-sell or provide access to the services to anyone outside your premises, whether by means of wireless connectivity, by means of cables to neighbouring houses or caravans, or by any other means.

### Availability

We will use reasonable endeavours to provide the services on a continuous basis, subject to these Conditions. However, we cannot guarantee that the Services will be fault free or without interruption.

The quality and availability of services may sometimes be affected by factors outside our control. This could include mechanical breakdown, local physical obstructions, atmospheric conditions, power to equipment, other causes of radio interference or the number of people trying to access our systems at the same time.

Because of the nature of the Country Park Wireless service, the services may also be adversely affected by the actions of other customers within the same network as you. This could include breach of these conditions by those customers or disconnection or interference with our equipment on their premises by those customers. We will use all reasonable endeavours to address any problems arising from such actions in order to maintain service levels for you.

We may have to interrupt or suspend the Services due to an emergency, for the purposes of repair, maintenance, improvement or because of operational reasons. If we do need to interrupt or suspend the services, we will restore the services as soon as we reasonably can.

For operational reasons we may need to alter any usernames, e-mail addresses, or IP addresses that are registered to you. SLA – (Service Level Agreement) in the event of loss of service the following fix times will apply: **3 working days**

(However, if there should be any instance beyond our control, we will notify you if it is going to take longer)

### Conduct

You must comply with all applicable laws, rules, regulations, and conduct policies.

You must not use the service to send unsolicited emails in bulk (“spam”) to anyone. Any usage of our service for spamming will result in immediate termination of this service without notice and without any refund of charges.

By accepting these conditions, you are agreeing not to allow through your actions, or those of another, the use of the Services for unlawful or illegal purposes; including but not limited to making offensive, indecent or prank/hoax calls, allowing others to do so, using the Services fraudulently, to commit or further a criminal offence.

## Content

We are not responsible or liable for the content of any information transmitted by you or any other person using the services. We are under no obligation to monitor or review any content belonging to you and contained on or transmitted by our systems. However, we reserve the right to inspect any content created, accessed or transmitted by you using the services, including content in your files, emails, postings or websites, to check your compliance with these Conditions.

We may remove from our systems, without liability to you, any content in your files, emails, postings, or websites which we reasonably believe:

- Is or may be considered to be pornographic, defamatory, misleading, deceptive or to infringe anyone else's rights in any other way; or
- Is in breach of any applicable laws, regulations, international conventions, licenses or policies;
- Breaches our Acceptable User Policy in any other way.

We have no control over the content of material which you access using the Services, and we will not be responsible or held liable for any content (including its accuracy, legality, or quality) other than content authorised by us and displayed on our own website.

## Online Security

Connecting to the Internet means that your computer is part of a worldwide network of computers. It is possible that your computer is providing file shares, or other services on the Internet connection that may allow it to be hacked.

You are solely responsible for the security of your computers. We are not responsible for any breach of security via the Internet. We recommend you ensure your machine or LAN is configured correctly and has firewall software or a separate firewall to protect you from the Internet. This is particularly important if you use our service to maintain a permanent connection to the Internet.

Your computer or LAN may also be vulnerable to attack by computer viruses, so you should ensure that you use up-to-date computer virus scanning software.

## Fair Usage Policy

All our packages have unlimited data unless they state otherwise.

## Payments

### Charges

You must pay the charges every month in advance of provision of service. charges are deducted as follows:

- Initial payment of installation charge and the first month's payment (which will be pro-rated) will be collected via the first direct debit.
- Monthly charges are payable on the first of each calendar month.
- If you stop paying your monthly fee, the broadband supply will cease until payment has been received and late fees applied.
- If 2 months have passed without payment a reconnection charge of £50 applies or your outstanding payments that have been missed.

## Duration and Minimum Term

### Commencement of the Services

The services will commence on the service commencement date. This will normally be the same day that we complete installation of the Equipment, but in some cases, we may need to delay commencement of the service. However, you will not be responsible for paying any charges until the services commence.

### Minimum Term

There is no minimum term contract, we provide the service pay-as-you-go basis, which is billed monthly.

### Termination

You may end this service at any time during the term by giving us not less than 30 days' notice if we:

- Significantly alter the services; or
- We significantly reduce the level of service provided.

Neither of the above include the limitation or restriction of filesharing services; examples of which are (but not limited to) torrent services and newsgroups. A restriction of this type is not an acceptable reason to terminate service.

If you do not give us notice to terminate your services within 30 days of the notification that we have significantly altered the services, then you will be deemed to have accepted the changes to the services.

We may terminate the agreement if you break any of these conditions by giving you not less than seven days' notice in writing. We will not terminate this service unless you break any of these conditions or unless there are circumstances beyond our control that prevent us from providing the services; in this case we will endeavour to provide you with as much notice as possible.

### Suspension of the Services

If any charges are overdue or you break any other of these conditions, we may suspend the services immediately without notifying you first. The services will remain suspended until either:

- All overdue Charges are paid, or you remedy the breach of these Conditions (as the case may be); or
- We terminate this agreement as set out in the Termination paragraph.

A reconnection fee may be payable upon any restoration of the services following suspension under this paragraph.

## Your Liability

You are responsible for ensuring that your registered contact details are kept up to date and informing us of any changes.

It is your responsibility to report any faults or interruptions in the service to us by sending an Email at [servicedesk@communicate.technology](mailto:servicedesk@communicate.technology), or calling us directly on 0800 404 888

## Changing these Conditions

We will not change or add to any of these conditions unless we deem it is reasonable to do so.

## Communications

We may contact you or give you notice under these conditions by any of the following means:

- post; or
- email; or
- SMS text message

You are responsible for ensuring your registered contact details are kept up to date, and for informing us of any changes.

You may contact us by email or using our published telephone or postal information. When contacting us by phone your call may be recorded for training and monitoring purposes. You are responsible for ensuring any email, or letter reaches us, and we consider your communication valid on the date and time it reaches us and not when it was posted or sent.

## Data Protection

We may from time to time send you information about our other goods and services which we think may be of interest to you. This may include communications sent by email, or SMS text message. You may unsubscribe from such emails or SMS texts at any time by contacting us by email and you can unsubscribe from other communications by contacting us to request this. We will not disclose any information about you to third parties without your express consent.

## Definitions

In these conditions the following expressions have the following meanings:

**Charges:** means charges to be paid by you for the services (including monthly fees and any setup charges), calculated according to the prices and rates set out in our price lists or as otherwise notified to you in accordance with these conditions.

**Conditions:** the conditions in this agreement and any changes we may make to them.

**Equipment:** means any equipment, apparatus or software provided by us as an essential part of providing services under the terms of this agreement, including without limitation any

## Questions

If you have any further questions or concerns over these Terms and Conditions, then please email [countryparks@communicate.technology](mailto:countryparks@communicate.technology) and we will endeavour to reply as soon possible.

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