



Highland Community **Broadband**

Terms & Conditions June 2020

1) The Service

a) Highland Community Broadband (HCB) will provide a broadband service into specified areas of Ullapool, Lochbroom, Little Lochbroom, Coigach, Gruinard to Mellon Udrigle, Strathkanaird and Elphin

b) HCB is a VAT registered Community Interest Company. Company Reg No SC545398, VAT No 253254224

2) Connection Fees and Costs

a) HCB has a standard charge for domestic and business connections and is based on a line of sight connection. Any additional hardware required to complete the installation (eg relays, additional cable) and labour will be quoted for and charged at cost to the subscriber.

b) HCB can only accept payment for the one-off connection fee by electronic bank transfer.

c) The connection fee must be paid in full prior to any works taking place at the new subscriber's home.

d) The service will not be activated until the required payments have been made. Prior to activation, HCB will give a maximum of 1 month from the date of installation for the subscriber to set up and confirm the required standing order. If the standing order has not been put in place HCB reserve the right to remove its property from the subscriber's home.

e) All installation equipment remains the property of HCB at all times. HCB will remove all equipment at termination of the contract

Registered Office: Radio House, Mill Street, Ullapool, Ross-shire. IV26 2UN. Company No: SC545398

Telephone 01854 335011 <http://www.hcbroadband.co.uk/> info@hcbroadband.co.uk

3) Installation

a) All installations will be carried out by HCB approved contractors and tested prior to the connection going live. The customer may be required to provide a protected route for the cable to run between the antenna and internal router and suitable fixing locations for the equipment. The customer must ensure that there is a clear line of site between the dish and the transmitter. Please note the most common form of obstruction are trees so please beware of that. HCB accepts no liability related to the customer's failure to take notice of these installation matters.

4) Subscription

a) Prior to activation, HCB will give a maximum of 1 month from the date of installation for the subscriber to set up and confirm the required standing order. If the standing order has not been put in place HCB reserve the right to remove its property from the subscriber's home.

b) The monthly subscription cost will be taken at the start of each month in advance.

c) HCB only accept monthly subscription payments by standing order in advance. Under no circumstances will HCB accept any other form of payment.

d) HCB reserves the right to increase the monthly subscription at any time. Notice will be given by email only at least 1 month in advance.

5) Contract and Termination by subscribers

b) The minimum contract term is twelve months, If the subscriber terminates the contract within this period the balance of the initial twelve month period is still payable.

c) The initial twelve month contract will automatically roll over unless the subscriber notifies HCB that they wish to terminate the contract at the end of the twelve month period.

d) Following the initial twelve month contract period the subscriber is required to give one full month notice of termination of the contract.

e) Subscribers may take their service with them if they move to a new home within the HCB service area, this will be covered by section (2) Connection fees and costs.

6) Suspension or Termination by HCB

a) HCB may suspend or terminate the service to an individual subscriber immediately and without notice if the service is misused in any of the following ways:

- i) Use without payment (maximum 3 months)
- ii) Abuse of equipment owned by HCB
- iii) Misuse of network equipment
- iv) Fraudulent use, or use in connection with a criminal offence
- v) Transfer of any material in breach of copyright, privacy or other rights

7) Point of contact/Communication

a) HCB send out regular News letters via email. This is how HCB notifies its subscribers of news, changes, updates etc. It is strongly advised that subscribers ensure that any email received from HCB is NOT unsubscribed from or ends up in junk/spam folders.

b) It is the subscriber's responsibility to ensure that HCB is notified of any change in contact details e.g. phone bank details or email address.

c) The easiest way to contact HCB is via email. For general queries info@hcbroadband.co.uk and account enquiries accounts@hcbroadband.co.uk or during office hours on 01854 335011

d) As a CIC, HCB is legally bound to hold an annual AGM. Notice will be given in accordance of company law to its members via email and local press. All members are encouraged to attend.

8) Public IP's

a) HCB is unable to provide Public IP's to subscribers.

9) Network Monitoring

a) There is no monthly download limit currently imposed, but HCB reserves the right to cap customers to a set download/ upload speed, if necessary, to manage the shared bandwidth resource (which is finite). Individual monthly total download rates may be monitored for this purpose, and this purpose only. This will assess quantitative download/ upload data only, and all personal information beyond this base information will not be made available in any form.

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b) Customers may also be contacted by HCB in special cases of excessive bandwidth use. In special circumstances HCB also reserves the right to impose charges for extra download data over a given data limit.

10) Faults and Maintenance

a) The service cannot be guaranteed, but HCB will make best endeavours to ensure that faults on its own network or on its supplier's networks are rectified as soon as possible. As far as possible, notice will be given if any maintenance work will result in temporary loss of service.

b) Subsequent to live connection the customer will be responsible for ensuring the equipment is protected from damage. HCB will not be responsible for any reduction in service due to damage to the equipment, unauthorised alterations to the equipment or failure to maintain a clear line of site between the antenna and the transmitter.-

c) Interference with household antenna may cause network problems, and HCB reserves the right to check all antenna on the network for the purposes of overall network efficiency, with relevant access permissions.

d) HCB reserve the right to charge for maintenance work to make good customer damage to, or unauthorised alterations of, equipment.

11) Compensation Policy

a) In the event that the service to a subscriber is down for a continuous period of 48 hours or more, consideration will be given to making a pro-rata repayment of subscription for that period other than in the condition or circumstances of Force Majeure.

12) Liability

a) The Internet is separate from the broadband service provided and HCB will accept no responsibility for goods, services, information, software, or other materials obtained when using the Internet. HCB also accepts no responsibility for the actions of internet users connecting via its networks.

b) HCB has no liability of any sort for the acts or omissions of other providers of telecommunication services or for faults or failures of their networks and equipment.

c) HCB has no liability for any loss of revenue due to faults or loss of service.

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d) HCB has no liability for any of the following losses or damage (whether or not such losses or damage were foreseen, direct, foreseeable, known or otherwise):

- i) Opportunity
- ii) Goodwill
- iii) Reputation
- iv) Business
- v) Revenue
- vi) Profit
- vii) Savings
- viii) Loss, damage or corruption of data

13) Force Majeure

a) If either party is unable to perform any obligation under this Agreement due to circumstances beyond their reasonable control (including but not in any way limited to lightning, flood, severe weather, fire, explosion, war, civil disorder, industrial disputes) they will have no liability to the other for that failure to perform.

14) Privacy

a) You can write to us at any time to get a copy of the personal information we hold about you. We will charge you £10 to cover the cost of providing this information.

b) If you believe we are holding inaccurate information about you, please contact us so we can correct it.

15) This Agreement is made under Scottish Law.