



# Highland Community **Broadband**

## **Terms & Conditions**

- 1) **The Service:** Highland Community Broadband (HCB) will provide a broadband service into specified areas of Ullapool, Lochbroom, Little Lochbroom, Gruinard Bay, Coigach & Elphin.
- 2) **Connection Costs:** The standard connection charge is £100 (including VAT) for all users except Large Business for whom it is £200. A re-installation fee of £100 will be charged for all premises that have not had a continuous live service.
- 3) **Subscription:** Subscription to the service is payable monthly in advance by Direct Debit. All subscribers are required to set up a Direct Debit with their bank to pay this amount from the day of connection. The Direct Debit form shall be completed and signed prior to the date of connection. We will charge your initial month on a pro rata basis and future payments will be taken on the 1<sup>st</sup> of the month.
- 4) **Alteration to Subscription:** HCB may alter the monthly subscription at any time, and will give one month's notice of such a change to all subscribers.
- 5) **Termination by Subscriber:** Subscribers are required to give one month's notice to terminate their service. Should a subscriber terminate their service before the initial twelve month period expires they will be liable for the outstanding balance. However they may take their service with them to a new property if it is within our area, if they move beyond our area they will not be liable for the balance.
- 6) **Suspension or Termination by HCB:** 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:
  - a) Use without payment
  - b) Abuse of equipment owned by HCB
  - c) Misuse of network equipment
  - d) Fraudulent use, or use in connection with a criminal offence
  - e) Transfer of any material in breach of copyright, privacy or other rights

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](mailto:info@hcbroadband.co.uk)

7) Reconnection: In the event that the service is disconnected for reasons of misuse or non-payment as described above, there will be a reconnection charge of £100.

8) IP address: HCB will provide an IP address to subscribers for an additional £5 per month.

9) Network Monitoring: 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. 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) Signal Relay: We reserve the right to use any Consumer Premises Equipment installation as part of a relay for other properties.

11) Mast and Power Hosting: Connection discounts as a result of hosting transmission stations and/or a power supply are restricted to our standard residential package only.

11) 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) Subscribers are responsible for their household antenna and the Ethernet cable linking it to their own equipment. If either is damaged in any way, the subscriber may be required to pay the cost of repair or replacement.

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

12) Compensation Policy: 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.

13) 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

14) Force Majeure: 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.

15) 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.

16) This Agreement is made under Scottish Law.

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