

TERMS & CONDITIONS

The agreement

This agreement is made between Village Networks Ltd (we) and The Customer (you) for the supply of broadband internet services.

The service

The service provides you with broadband network access to the internet and is provided via the wireless network operated by us to your premises, being a single postal address, through equipment owned by you. We will use reasonable skill and care to ensure that the service is continuously available to you. There will be occasions when the network will be unavailable due to maintenance or technical failure. We will give you reasonable notice of planned maintenance periods and we will use our best endeavours to minimise the duration of unexpected network unavailability.

We undertake to provide the network service to an agreed point at your premises. As part of our installation service, we will make sure that your equipment is successfully connected. Thereafter, maintenance of your equipment is your responsibility.

Connection speeds

Quoted speeds are indicative averages, and may vary according to internet traffic beyond our network. We strive to maintain speeds as close to those quoted at all times.

Contract commencement, duration and termination

The contract commences on the date of first connection between your equipment and our network. The initial contract is for a minimum period of 12 months. After this period the contract continues until terminated by either party giving one month's notice. If you move house outside our areas of service you may terminate this agreement within the first 12 months by giving one month's notice of termination. We may terminate this agreement immediately for breach of the terms contained in it by you. You may terminate the agreement if we fail to provide the promised service.

Equipment

Village Networks Ltd owns and maintains the equipment which delivers the broadband connection to the principal ethernet socket inside your premises. We provide and configure wireless routers where required, as part of our installation process. We will confirm that the router is working and give you details of its settings and password. The router belongs to you. Should it fail under the terms of its product warranty, we will provide and configure a replacement. In the event of a connectivity problem, we provide telephone support. If a visit from a member of our support team is required, and the router proves to be in working order, we may charge for the visit.

Illegal Use

The Network may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This prohibition includes, without limitation, material protected by copyright, trademark, trade secret or intellectual property right used without proper authorisation, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. We will provide information to any person or authority with the legal right to request such information that could lead to the identification of persons involved in illegal activities.

Excessive Use

The Network is a shared resource. Users of the Service must not make excessive use of the service to the detriment of other users. Your monthly fair use allowance is specified in your Customer Registration document which should be kept in your subscriber's Welcome Pack folder.

You will receive automatic email notification when you reach 50%, 75% and 100% of your allowance. For users who exceed their allowance by any amount, download connection speed

will be automatically reduced to 2Mb/s for the following month. If the allowance is exceeded in the following month, speeds will be reduced to 1Mb/s for the following month. The standard download allowance may be increased to 120Gb/m. See current pricing for details. Download use is not measured between 1100hrs and 0600hrs local time.

Support

We provide telephone support only, related to connectivity issues. We cannot provide field support for equipment owned by subscribers. We reserve the right to charge for field support visits necessitated by problems relating to equipment not owned by us.

Reselling

No part of the service may be resold or redistributed to other persons or postal addresses

Payment

You will pay the monthly subscription charge to Village Networks at the beginning of each month by bankers standing order. In the event that the payment is not received the service may be suspended until payment is made, with no compensation for the suspended period.

Reconnection

A service may be disconnected, through failure to maintain payments. In such cases, where reconnection is required, a fee of £50 will apply. For new subscriptions to premises already fitted with our equipment, a connection fee of £100 will apply.

Limitation of Liability

We will not be liable for any loss incurred by you as a result of failure of the network or our equipment.

Amendment of these conditions

We reserve the right to change these conditions at any time. We will give you 30 days notice of the proposed changes.