

# 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 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 18 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 18 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. If at any time you wish to terminate your agreement with us, you must provide us with notice in writing, either by email or by letter.

## 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. In the case of data-capped subscriptions your monthly fair use allowance is specified on 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 for an additional charge. 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. Support provided for Village Networks Business Subscriptions is strictly limited to resolution of internet connectivity issues, Mondays to Fridays, within 24hrs of a request for support.

## 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 Direct Debit. In the event that a direct debit payment request fails, Village Networks reserves the right to re-present the request for payment on a date no more than two weeks later than that originally specified. In this instance, Village Networks also reserves the right to recover the re-presentation fee of £4.50 plus VAT from the customer. In the event that the request for payment fails more than once, Village Networks reserves the right to terminate the broadband service with immediate effect.

## Reconnection

A service may be disconnected, through failure to maintain payments, or cases of changes of occupancy. In such cases, where reconnection is required, a fee of £50 will apply. If a site visit is required the charge will be £100. Equipment will be charged at normal rates.

## 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.

## Code of Practice for managing complaints, and dispute resolution process for domestic and small business subscribers.

Village Networks is a Wireless Internet Service Provider, offering internet connections, email addresses and webspace. We can be contacted at:

Village Networks Ltd  
 Network House  
 28 Ball Moor  
 Buckingham Industrial Park  
 Buckingham  
 MK18 1RQ

Our customer service telephone number is 03333 321187

Our customer service email address is:

esupport@villagenetworks.co.uk

Our website is at

www.villagenetworks.co.uk

### Customer Service

#### Code of Practice for managing complaints, and dispute resolution process for domestic and small business subscribers.

We always strive to work in an ethical and fair manner, to ensure our subscribers receive fair and satisfactory redress for any loss of service. We always try to investigate issues quickly and efficiently, with a friendly attitude and an emphasis on service.

### Complaint handling procedure

Should you ever find issue with any aspect of our service, there are several ways to resolve the matter.

In the first instance, contact us by telephone. We'll do our best to resolve your problem there and then. If we're not able to do that, arrangements will be made for us to call you at the first available opportunity. If, after that, you're still unhappy with the proposed solution or explanation, you should raise a formal complaint. To do that, write to us, either by email to esupport@villagenetworks.co.uk, or by post to:

Village Networks Ltd  
 Network House  
 28 Ball Moor  
 Buckingham Industrial Park  
 Buckingham  
 MK18 1RQ

If you wish, you may make a formal written complaint at the outset.

When you make a written complaint, please provide the following information:

- Your name, address and postcode.
- A record of all related communications to and from us.
- A summary of the problem you're concerned about

We will reply by email or post, whichever is most appropriate.

We'll acknowledge all written complaints within seven days of receipt.

We aim to resolve all formal complaints within 14 days. However, in cases where further information, investigation or communication is required, the process may take longer.

### Independent Adjudication

In accordance with the 2003 Communications Act, Village Networks Ltd is a member of an alternative dispute resolution scheme, the Communications and Internet Services Adjudication Scheme. Should we fail to resolve a dispute to the complainants satisfaction, or within a satisfactory timescale, the complaint may be referred for adjudication via the Internet Service Providers Association at <http://www.ispa.org.uk/consumers/complaints-procedure/>. The site has full details of how to make a complaint, and how a complaint will be managed.

You can contact the Internet Service Providers Association at:

1 Castle Lane,  
 London,  
 SW1E 6DRT

Telephone: 020 3397 3304

Fax: 0871 594 0298

Email: [admin@ispa.org.uk](mailto:admin@ispa.org.uk)