

Broadband Service Terms for Business Customers

These are the terms and conditions on which we supply our broadband service to you: please read them carefully. These terms tell you who we are, how we will provide our broadband service to you, how you and we may change or end the contract, what to do if there is a problem and other important information. Use of our broadband service is subject to our Acceptable Use Policy and our Privacy Policy which you can read on the website.

If you need us to install our service at your property, we include that on the order and you will also receive some extra terms covering the installation of our service at your property - we will refer to that document as the 'Installation Terms' and to these terms as 'Service Terms'.

We are Village Networks Ltd, a company incorporated in England, company registration number 04603174. Our registered office is at 88 Sheep Street, Bicester, Oxfordshire, OX26 6LP.

You are a Business Customer; the name and contact details on the Order Confirmation belong to a person authorised to enter into contracts for your business and accept liability to pay our charges. The address stated in the Order Confirmation is the location where our service will be activated for use. If your registered office is at a different location, please specify this.

How to contact us.

You can contact us by telephoning our customer care team at 03333 321817 or by emailing us at info@villagenetworks.co.uk or by writing to us at Network House, Buckingham Industrial Park, Buckingham, MK18 1RQ.

How we may contact you.

If we need to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order. We may send customer service announcements to you by email or SMS text message. Please ensure that you tell us immediately if any of your contact details change.

'Writing' includes emails. When we use the words 'writing' or 'written' in these terms, this includes emails.

1. Our Contract

1.1 How to place an order for our service. Business customers order our services either with one of our representatives in person or by phone, or through our website. We can only accept orders for areas where our service is available or is about to be available because we have planned to build a network in your area.

1.2 You accept that these terms together with the Installation Terms (where applicable), the Service Level Agreement and the details stated on the Order Confirmation constitute the entire understanding between us and supersede any prior promise, representation, undertaking or understanding of any kind.

1.3 How we will accept your order. The Order Confirmation describes the details and prices of our services which you require. You accept that by submitting an order via our website or by signing a Service Agreement Form you have placed an order with us for that service according to these terms and conditions.

1.4 What you have ordered. Your Order Confirmation contains all the details of the type of broadband service you have ordered which we agree to supply to you, according to these terms and conditions.

1.5 Your contract with us is subject to a Minimum Term. The length of the Minimum Term is shown on your Order Confirmation, starting from your Activation Date. You must keep the broadband service for the whole of the agreed Minimum Term, unless you or we are allowed to end this contract earlier.

1.6 Your customer number. We will assign a customer number to your order and tell you what it is when we accept your order. It will help us if you can tell us the customer number whenever you contact us.

1.7 We only operate in the UK. Our website and marketing material is solely for the promotion of our service in the UK.

2. Service Activation

2.1 If you have placed an order before our network is live in your area, we will keep in touch to let you know about the progress of our works and you can check our website which will be regularly updated. We will let you know once the Connection Point outside your premises is live (the Connection Point Live date) so that you can arrange for installation of our service into your premises.

2.2 Installation of our service at your property. If you have chosen to use the Village Networks installation service, the terms of this are set out in the separate document 'Installation Terms for Business Customers' which we will email to you with your order confirmation, if it applies to you. If you choose to make your own arrangements, we will supply an Installation Kit but we are not responsible for loss, damage or inability to connect to our broadband service arising from any non-Village Networks approved installation.

2.3 Activation Date – Village Networks Installation. Once your order is confirmed and the service is installed (if applicable) we will activate your service. As soon as we have activated your service, (your 'Activation Date') you will be charged a one-off Activation Fee, and our monthly charges will start to apply, as shown on the Order Confirmation. This is also when the Minimum Term starts (see clause 3.2 below).

2.4 Activation Date – Other Installation Service. Once your order is confirmed we will dispatch the Installation Kit required for you to arrange your own installation of our service into your premises. The Installation Kit includes the router and cable to the length you have specified in the Order Confirmation. If this figure is incorrect and you need additional cable, there will be an additional charge for this. If the Kit is damaged during the installation, a charge will be made for any replacement elements. Your Activation Date will be the earlier of the date 14 days after we dispatch your Installation Kit or the date when you activate your connection to our network using the Kit. On your Activation Date you will be

charged a one-off Activation Fee, and our monthly charges will start to apply, as shown on the Order Confirmation. This is also when the Minimum Term starts (see clause 3.2 below). If you do not connect and activate your service and we have not agreed an alternative Activation Date with you in writing, we will end the contract and require you to return the Installation Kit to us immediately.

2.5 Our apparatus. We provide our services over apparatus (fibre optic cables and related equipment) which is placed in the public highway and in private property using rights granted to Gigaclear plc under the part of the telecommunications legislation known as the Electronic Communications Code.

2.6 Grant of permanent Wayleave. You accept that when that apparatus was installed on your property in order to connect your property to our network, a permanent Wayleave was granted to Gigaclear plc under the Electronic Communications Code. This permits Gigaclear to place apparatus on your property and permits them to keep it there and maintain it. You should ensure that any future purchaser of your property is made aware of the existence of this Wayleave and the position of the apparatus

3. Our charges and your payments

3.1 How we calculate our monthly charges. The amount you pay for our broadband service depends on the level of service you have ordered and is shown as a monthly amount, including VAT on your Order Confirmation, payable in advance. Payments must be made by direct debit. Your first payment will be made up as follows:

- (a) the amount calculated for the remainder of the month which includes your Activation Date plus
- (b) the amount for the next month plus
- (c) the one-off Activation Fee plus
- (d) your one-off Village Networks installation charges (where applicable) (see our Installation Terms for information about how these charges are calculated).

If you decide to upgrade your service, we will tell you what your

new monthly charges will be and ask you to confirm that you accept those (see clause 7.1 Your right to make changes).

3.2 Minimum Term. You agree that you will be tied in to accept and pay for our service for a Minimum Term which is measured from the Activation Date. The Minimum Term which applies to your order is shown on your Order Confirmation. If you end the contract during the Minimum Term, you may have to pay an early termination charge. To understand how to end this contract and the rights and responsibilities you have, please read clause 8.

3.3 Price changes. We review our charges annually and any price changes take effect from 1st January each year. Any increase in price will be limited to 2% above the Retail Price Index in June of the year prior to the January in which the increase takes effect.

We will give you at least one month's notice of any changes to our prices and you will be entitled to contact us to terminate our contract in the event that you do not agree to accept our price changes (see clause 8 below).

3.4 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the Activation Date, or during the time we are supplying services to you, we will adjust the rate of VAT that you pay and show this on your bill.

3.5 3rd party charges. We are not responsible or liable for any 3rd party charges from other organisations (such as telephone or content providers) which you may incur while using the services.

3.6 If you do not pay. If you do not pay us for our services when you are supposed to and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice (see clause 3.8).

3.7 We can charge interest if you pay late. If you do not make any

payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

3.8 What to do if you think we have made a mistake in our charges. If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

4. Using our service

4.1 Acceptable use. You agree to abide by our Acceptable Use Policy. You may only use our network for lawful purposes. You agree that we may intermittently monitor your use of our services including data volume and type of traffic (whether authorised by statute or other legislation or otherwise) to ensure lawful use and to assist our traffic management. If you use our network improperly, negligently or in a way which interferes with other customer's use of our network, we may exercise our right to suspend your use of our network (see clause 5 below) or end our contract (see clause 8 below). We may immediately remove any material placed on our servers by you or other users which breaches this contract or is otherwise harmful to our interests or the interests of our other customers.

4.2 Liability for breach of Acceptable Use policy. You agree that you are responsible for all use of our service, whether you gave your permission or not. For example, if someone has access to your home and uses the services, we would consider them to be within your control and you could be liable for unlawful use such as illegally downloading or transmitting copyright material. You should only allow access to your wi-fi and network to people you trust and you must accept responsibility for their

use of our services.

4.3 Equipment. The router, wall box and drop cables we supply to you to connect to our service remain our property. You are responsible for maintaining all the equipment we supply to you in good order. We will repair or replace faulty equipment but if, in the reasonable opinion of our engineer, the fault was caused by damage, then a charge will be made.

4.4 If there is a fault on our network. If there is a fault on our network, we and Gigaclear plc will do our best to diagnose and repair it within the timescales specified in our Service Level Agreement. The Service Level which you have selected to apply to this Contract is shown on your Order Confirmation.

4.5 We cannot guarantee fault-free performance. Due to the shared use of networks and factors outside our control such as access to third party content and services your internet access availability and speed of our service may vary from time to time. In addition, the speed and limitations of your equipment (your router position, wall thickness, device capability etc) may affect the actual speed that you experience.

4.6 How to tell us about problems. If you have any questions or complaints about our broadband service, please contact us (our contact details appear on page 1 of these terms).

4.7 IP addresses. Unless you have ordered a static IP address (which will be shown on your Order Confirmation) we may vary the internet address we allocate to you at any time and it will at all times belong to us. You may not sell or agree to transfer the internet address to any person. We grant to you a non-transferable licence to use the Internet address while you receive internet access from us which will end if this contract ends.

5. Suspending the services

5.1 Your rights if we suspend the service because of our actions. We may have to suspend the supply of your service

(a) to deal with technical problems or make minor technical changes;

(b) to update the service to reflect changes in relevant laws and regulatory requirements;

(c) to make changes to the service as requested by you or notified by us to you (see clause 7);

5.2 Gigaclear plc will do their best to carry out necessary maintenance and support work between midnight and 07:00 and we will do our best to give you at least five days warning by email prior to such work being carried out, although this may not always be possible if the problem is urgent or an emergency.

5.3 Your rights if we suspend the service because of your actions. We may have to suspend the supply of your service

(a) if you do not pay (see clause 3.6);

(b) if you misuse our network or do not comply with our Acceptable Use Policy (see clause 4);

(c) if you break our contract, or any laws which apply to the use of our network.

5.4 If we suspend the service because of your actions or failure to pay, we may charge you for re-activating your service at the end of the period of suspension.

6. Our responsibility

6.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. In the case of suspension of service due to our fault, your sole remedy is the payment of a refund for each such event as set out in our Service Level Agreement. Subject to clauses 6.2– 6.5 our liability for all other claims arising under this Contract (whether such liability arises due to negligence, breach of contract, misrepresentation, or for any other reason excluding

fraudulent misrepresentation) is limited to the net amount you have paid in charges in the 12 months preceding your claim. We are not responsible for any loss or damage to your own equipment caused by the use of our service to access the internet. We are not responsible for any loss, damage or inability to connect to our broadband service arising from any non-Village Networks approved installation.

6.2 You are responsible for your equipment. We are not responsible if you are not able to use the services because your equipment (for example, any PC, mobile device, network interface card, printer, switch, local area network or other equipment) does not work properly, is not compatible with the system, does not conform to the relevant standard or does not meet the minimum specifications or because of faults in any third party networks over which we have no responsibility.

6.3 We are not responsible for information passing over our network. We have no control over the data which passes from you or from you over the internet, and we are not responsible for any loss or damage to that data.

6.4 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services including the right to receive services which are: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; and supplied with reasonable skill and care.

6.5 We are not liable for business losses. We have no liability to you for any loss of profit, loss of business, business interruption, loss of anticipated savings, loss of sales or turnover, loss of, or damage to reputation, loss of contract, loss of customers, wasted management or other staff time, losses or liabilities under or in relation to any other contract, nor any indirect,

consequential loss or damage of any kind arising from this Contract.

7. Changes to our contract

7.1 Your right to make changes. If you wish to make a change to the service which you have ordered, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the service, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8).

7.2 Minor changes to the Service. We may change the service:

- (a) to reflect changes in relevant laws and regulatory requirements and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat.

In the unlikely event that these changes have an impact on your use of our service you should contact us for an explanation of the reason for the change and to discuss the impact.

7.3 More significant changes to the Service and these terms. In addition, we may make changes to our prices (see clause 3.4) or other aspects of our contract but if we do so we will notify you and you may then contact us to end the contract before the changes take effect.

8. Your rights to end the contract

8.1 You can always end your contract with us. Your rights when you end the contract will depend on how we are performing and when you decide to end the contract – the consequences in each situation are explained below. For your rights to end the contract during the cooling off period see clause 1.5 above. Clause 9 explains what you need to do to end the contract.

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a)

to (d) below the contract will end and we will refund you in full for any services which have been paid for but have not been provided (if applicable). The reasons are:

- (a) we have told you about an upcoming change to the service or these terms which you do not agree to (including a change to our prices – see clause 3.3) and you have given us notice to end the contract;
- (b) we have made an error in the price or description of the broadband service or the installation service you have ordered and you do not wish to proceed;
- (c) we have suspended supply of the services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 28 days; or
- (d) you have a legal right to end the contract because we have broken the contract.

8.3 Ending the contract during the Minimum Term. If you end your contract during the Minimum Term (other than where you have a right to end it – see clause 8.2 above) then we may charge you an Early Termination Charge up to the amount of the remaining charges for the Minimum Term. If you give us one month's notice to end the contract at the end of the Minimum Term, then no Early Termination Charge will apply.

8.4 Payment of Early Termination Charge. We may charge this amount directly to your next bill. By entering into this contract, you are authorising us to do this. We will give you reasonable notice in writing before making these charges. For further information about Early Termination Charges, please contact Customer Services.

8.5 Ending the contract after the Minimum Term. If we are not at fault and none of the reasons listed in clauses 8.2 apply, you must give us one month's notice. The contract will not end until 1 calendar month after the day on which you contact us. For example, if you tell us you want to end the contract on 4 February we will continue to supply the service until 3 March. We will only charge you for supplying the service up to 3

March and will refund any sums you have paid in advance for the supply of the service after 3 March.

9. How to end the contract with us

9.1 Tell us you want to end the contract. To end the contract with us, please contact Customer Services in writing or if you are ending the contract because you have changed your mind within the cooling off period, you can use the form we sent you with your order confirmation.

9.2 How we make any refunds which are due to you. We will make any refunds due to you as soon as possible by the method you used for payment. If you are exercising your right to change your mind in the cooling off period, then any refund will be made within 14 days of your telling us you have changed your mind.

10. Our rights to end the contract

10.1 We may end the contract if you break it. We may end our contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; (see clause 3.6)
- (b) you fail to activate our service within 28 days of dispatch of the Installation Kit (see clause 2.4 above)
- (c) you use our network in breach of our Acceptable Use Policy or do any of the things described in clauses 4.1.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for any services which we have not provided but we may deduct or charge reasonable compensation for the net costs which we may incur as a result of your breaking the contract. If we have to end the contract during the Minimum Term because you have broken it, we are entitled to charge you for the remainder of that term.

11. Privacy & Data Protection

11.1 We will use the personal information you provide to us in accordance with our Privacy Policy

which is available for you to read on our website:

- (a) to supply the services to you;
- (b) to process your payment for the services;
- (c) to provide you with service information and updates, including information about temporary problems with our network;
- (d) to enable us to administer your account, for credit scoring, customer services, training, tracking use of our services (including processing usage, billing, viewing and interactive data), profiling your usage and purchasing preferences for so long as you are a customer and for as long as is necessary for these specified purposes after our Contract ends; and
- (e) to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us.

11.2 We may occasionally use third parties to process your personal information in the ways outlined above. These third parties are permitted to use the data only in accordance with our instructions and in compliance with all applicable laws and regulations. These third parties may occasionally process your data outside the European Economic Area. If we do use third parties to process your data, we will put a contract in place to ensure that your information is properly protected

11.3 We will only give your personal information to third parties (outside of our group of companies) where you have consented (for example in order to arrange telephone services through one of our partners) or where the law either requires or allows us to do so.

11.4 We may monitor and record phone conversations which you have with us so that we can shape our training and compliance.

12. General terms

12.1 We may transfer our rights and obligations under these terms to another organisation. You may only transfer your rights or your obligations under these terms to another person or entity if we agree to this in writing.

12.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

12.3 We have the right to vary these terms or the terms of the Service Level Agreement from time to time on giving you at least 30 days' notice in writing.

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