

Great Asby Broadband

Terms & Conditions of Service Provision

(v 3.1)

April 2013

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1 PREAMBLE

1.1 The company

1.1.1 Great Asby Broadband (*the company*) is a registered *community interest company* whose overall objective is to provide broadband access to the internet to households and businesses in Great Asby. The company is non-profit making, has limited liability and is run by a board of directors who are also subscribers and give their time freely, receiving no remuneration. The company does not have any paid employees.

1.1.2 The company operates a community wireless network in the village of Great Asby, Cumbria and offers subscriptions to the service to any households and businesses seeking to connect to the network and gain broadband access to the internet. The basis on which the service is provided to subscribers by the company is set out in these terms and conditions.

1.2 The service

1.2.1 The service is delivered by means of a wireless network consisting of a number of 5GHz wireless nodes that form a star-configuration bridge network with a primary node at the Village Hall. This node is connected to the internet via a leased fibre optic connection with a potential capacity of 100Mbps into the Village Hall (known as the 'backhaul') which is managed by a commercial internet service provider.

1.2.2 Individual households and businesses (*the subscribers*) connect to the company's network (*the GAB network*) by means of a wireless device that makes a wireless connection to a designated node in the network. This device is an externally located wireless station that is powered by means of an Ethernet cable from within the subscriber's premises and enables the subscriber's computer or router to connect to the internet.

1.2.3 The company aims to provide a continuous connection to the internet at good broadband speeds of up to 18Mbps download and upload. Actual speeds will vary, being affected by a number of factors including the quality of wireless signals between the network devices and the number of subscribers using the service at any one time. Signal quality in turn will be affected by a number of factors including the position of the subscriber's antenna in relation to the connecting node, the effect of hills, buildings and trees located between the two, and local atmospheric conditions.

1.3 Our partners

1.3.1 **Great Asby Broadband** operates the community wireless network in partnership with three other organisations as follows.

1.3.2 **The Networking People Ltd**, the information technology service provider which currently delivers the backhaul (connection to the internet) to the Village Hall and provides ongoing specialist support to Great Asby Broadband in respect of the development and maintenance of the GAB network..

1.3.3 **Asby Village Hall Committee** who host the equipment connecting the community wireless network to the backhaul and the primary node.

1.3.4 In addition, a number of subscribers act as hosts to the wireless nodes that are located on their properties and to which they supply electrical power. Additional individual agreements apply in these cases.

2 WHAT THE SUBSCRIBER CAN EXPECT FROM US

2.1 Connection

2.1.1 The company will operate and maintain the GAB network, through its best endeavours and within the resources available, to deliver a continuous connection to the internet to subscribers.

2.2 Installation

2.2.1 Following a request from the prospective subscriber, the company will get in touch to advise how a connection to the network can be made and make arrangements for installation. In some cases it may be necessary to undertake a preliminary survey of the subscriber's home or business. The company will provide and install the wireless device used to connect to the network. The company retains ownership of the device and undertakes to maintain it in working order.

2.2.2 The wireless device is installed on the outside of the premises, usually on an existing TV antenna pole, or on an appropriate bracket. An exterior grade CAT5 Ethernet cable connects it to a power supply unit (PSU)/power over Ethernet unit (PoE) within the premises, which also provides a means of connecting the subscriber's own computer equipment. The PSU/PoE location inside the house is agreed with the subscriber. The connection to the GAB network is then configured and tested and the subscriber instructed in its use.

2.2.3 The company requires, and will ensure, that the subscriber has suitable personal firewall and anti-virus software operating on all computers connected to the GAB network. Should such software not be maintained in operation, the company reserves the right to terminate the connection.

2.2.4 The company will advise the subscriber as to the options for operating an email account using the connection.

2.2.5 The subscriber's attention is directed to Section 5 – Our liabilities.

2.3 Using the connection

2.3.1 Subscribers using just one computer can connect it directly to the PoE/PSU using a CAT5 Ethernet patch cable.

2.3.2 Subscribers who wish to connect more than one computer to the internet are advised to install an Ethernet switch or, preferably, a wireless router by means of which the connection to the GAB network can be shared or used in different parts of the house.

- 2.3.3 It is not possible to connect a wireless-enabled computer such as a laptop directly to the GAB wireless network using standard 2.4GHz WiFi because the latter operates on a different frequency band.
- 2.3.4 Where a subscriber wishes to make access to the GAB network available to occupants of any holiday accommodation that he or she operates, two options exist. *Either* a router (preferably with a separate guest access facility) may be used to share the subscriber's own connection with the holiday homes (see para 2.3.2) or, *alternatively*, the company will undertake the installation of an additional standard supported connection. In this second case, the subscriber will pay the standard one-off connection fee and the current part-time monthly subscription in advance for as long as the account operates.
- 2.3.5 The arrangements set out in para 2.3.4 do not apply in the case of long term lets of holiday accommodation. In such cases, the standard subscription and other arrangements apply. The company's decision as to when this applies is final.
- 2.3.6 The company will maintain a register of subscribers that records their main address, the address where the connection is located if different, contact details, and details of their connection to the GAB network in order that the latter may be properly maintained and supported.

2.4 Technical support

- 2.4.1 The company will provide technical support to help subscribers maintain their connection to the GAB network. Such support will be limited to the connection between the GAB network and the wireless equipment installed by the company, and any router that the company supplies and installs. The company will endeavour to ensure that a computer in the subscriber's premises can connect to the internet.
- 2.4.2 The installation, operation and maintenance of the subscriber's own network by which computers share the connection to the GAB network will be the responsibility of the subscriber.
- 2.4.3 The company will provide advice and guidance on setting up a POP3 email account using the TNP outgoing email server if required.
- 2.4.4 The company will identify to subscribers the designated officers who will provide technical support and their contact details. The designated officers can be contacted by telephone or email. However, because they operate on a voluntary basis only, the company cannot guarantee that the officers will be available on any particular day or at any particular time.
- 2.4.5 The designated officers will respond to requests for technical support as soon as possible within the limits of their own availability.
- 2.4.6 The designated officers are not professionally qualified in providing IT support but will draw on their own knowledge and experience of supporting subscribers to the GAB network.
- 2.4.7 The designated officers may refer issues that they cannot resolve to the company's specialist IT support service and backhaul provider, TNP.

- 2.4.8 The designated officers will inform the subscriber in the event that one of the subscriber's computers is suspected of being compromised by a virus or similar malware or is being used for activity that is suspected of compromising the network, and will seek to ensure that the computer is investigated and the problem rectified to their satisfaction. In the event that the problem cannot be rectified to their satisfaction, the designated officers will seek to have the subscriber's connection to the GAB network suspended or terminated so as to protect the network (see para 2.2.3 and Sections 4.1 & 4.4).
- 2.4.9 The company will notify the subscriber if any of its agents is to engage in resolving a technical problem relating to the subscriber's connection and identify the personnel involved.
- 2.4.10 All requests for technical support and their outcome will be logged by the company.
- 2.4.11 The subscriber's attention is directed to Section 5 – Our liabilities.

2.5 Subscriptions and other payments

- 2.5.1 The company will notify subscribers of the current subscription rates and connection fee and require them to be paid in advance.
- 2.5.2 Subscribers will normally be required to pay their subscriptions by standing order to ensure prompt and regular payment of dues (see also 3.4.1). However, in cases where the standing order facility is not available to the subscriber, or otherwise, and by prior agreement, the company will accept payment by cheque or cash, provided that all payments are made when due and a written record of them is made at the time.
- 2.5.3 The company will monitor the payment of subscriptions. In the event that a subscription is overdue the company will give the subscriber one calendar month's notice in writing that, should the subscriptions not be brought up to date by the due date, the subscriber's access to the GAB network will be terminated. Re-connection of the subscriber to the GAB network thereafter will be at the discretion of the Board of Directors and, if made, may incur a re-connection fee.
- 2.5.4 The company will deliver a service to the subscriber for as long as the subscription is paid, and will not impose a minimum contract period or notice period.

2.6 Information

- 2.6.1 The company will provide the subscriber with the information required to use the service.
- 2.6.2 A list of end-users, i.e. subscribers and others who share the connection, will be maintained that records their email addresses for the purposes of communication with all users of the network.
- 2.6.3 In the event of planned maintenance of the network that is likely to interfere with end-users' connection to the internet, the company will give timely notice of this to end-users before maintenance commences and after it has been concluded.
- 2.6.4 In the event of unplanned maintenance of the network or other unforeseen events that interfere with end-users' connection to the internet, the company will attempt

to keep end-users properly informed of the situation. The company suggests that subscribers consider maintaining a dial-up connection facility on a computer or a mobile data facility on a smartphone for use in the event of extended non-operation of the GAB network.

2.6.5 The company will monitor network traffic (i.e. the nature and quantity of data that is transmitted across the network between subscriber connections and the internet) for the purposes of maintaining the efficient operation of the GAB network. In particular traffic will be monitored to identify any abnormal patterns of activity that might indicate infection of subscriber computers by a virus or other malware, or the excessive use of peer-to-peer file-sharing applications, resulting in the degradation of performance of the network.

2.6.6 In the interests of privacy, the company will not routinely or casually monitor subscriber-specific traffic but will monitor such traffic systematically when this is required for the investigation of abnormal patterns of activity (see para 2.6.5).

2.7 Legal obligations

2.7.1 The company will comply with the requirements of the Data Protection Act 1998 in the management of personal data it holds.

2.7.2 The company will comply with a court order or other legal injunction to supply information about individual users of the GAB network and their use of the service in connection with the investigation or prosecution of a criminal offence.

3 WHAT WE EXPECT OF THE SUBSCRIBER

3.1 Connection & installation

3.1.1 If requested, the subscriber will allow the company or its agents to undertake a survey at a mutually convenient time for the purposes of establishing if a connection to the GAB network can be made or maintained and the nature of the equipment required.

3.1.2 The subscriber will take all reasonable care to ensure that the equipment supplied by the company for connecting to the network is not damaged or compromised in its operation.

3.1.3 The subscriber will complete and sign the current service application form and undertake to comply with these terms and conditions before a connection to the GAB network is made.

3.1.4 The subscriber will purchase and maintain suitable equipment to enable more than one computer in the household or business to share the connection to the GAB network should this be required.

3.2 Using the service

3.2.1 The subscriber will ensure that the wireless device installed by the company remains powered up continuously in order that its operation may be monitored and maintained by the company. This requirement will not apply if the premises are unoccupied and the service unused for a period of a week or longer.

- 3.2.2 The subscriber will ensure that all computers that connect to the internet via the subscriber's GAB network connection are protected by internet security software that includes a personal firewall and an anti-virus application.
- 3.2.3 The subscriber will ensure that internet security software on all computers that connect to the internet via the subscriber's GAB network connection is always active when the computer is switched on and connected to the internet and that anti-virus databases are updated on a regular (preferably daily) basis.
- 3.2.4 The subscriber will ensure that all computers that connect via the subscriber's GAB network connection are configured to benefit from all relevant security patches to the operating system software. [Please note that, in the case of MS Windows, this generally requires an installation of genuine software that is validated by Microsoft.]
- 3.2.5 The subscriber will use peer-to-peer file-sharing applications (e.g. for streaming or downloading audio and video material, BBC iPlayer) with caution, being mindful of the adverse effect that excessive use of this facility can have on the performance of the GAB network as a whole due to the limited bandwidth available.
- 3.2.6 The subscriber will advise all users of his or her connection to the GAB network of the requirements set out in this section (Using the service) and ensure their compliance with those requirements.
- 3.2.7** If holiday accommodation in which an additional connection to the GAB network has been installed (see para 2.3.4) becomes permanently occupied, the owner will inform the company and arrange for either a full-time subscription to be paid or the connection to be terminated.

3.3 Technical support

- 3.3.1 In the event of a problem with the connection to the internet, the subscriber will first investigate it by following the technical guidance issued by the company.
- 3.3.2 If still unable to resolve the problem, the subscriber will request technical support in a timely manner and with due regard to the limitations of the technical knowledge and expertise within the company and the availability of designated officers.
- 3.3.3 The subscriber will make his or her premises and equipment available to the company or its agents at a mutually convenient time and meet all reasonable requests made by the company in order that technical problems can be investigated and resolved.
- 3.3.4** The subscriber will allow the designated GAB technical support officers to inspect all computers that connect to the internet via the subscriber's GAB network connection in order to verify that internet security software is operating satisfactorily at any reasonable time (e.g. when the connection is set up initially or when it is suspected that a computer is compromised by malware).

3.4 Subscription & other payments

3.4.1 The subscriber will pay subscriptions in advance and make other payments when they are due and, except where this facility is not available to the subscriber, or otherwise and by prior agreement, will pay subscriptions by standing order.

3.5 Information

3.5.1 The subscriber will provide information to the company that the latter reasonably requests in order that the company may investigate problems with the subscriber's connection or other aspects of the operation of the GAB network.

3.5.2 The subscriber will ensure that the company is notified immediately of any changes in contact details, in particular the email address(es), of the subscriber and other users.

3.6 Legal obligations

3.6.1 The subscriber will ensure that the connection to the GAB network and thence to the internet is not used for any illegal activity whatsoever by any users of that connection.

4 WHAT WE RESERVE THE RIGHT TO DO

4.1 Operation of a connection

4.1.1 The company reserves the right to limit the subscriber's access to the GAB network in terms of speed of connection or quantity of data transmitted in a given period in order to ensure the efficient operation of the GAB network as a whole.

4.2 Refusal to provide a connection

4.2.1 The company reserves the right to refuse to provide a connection to the GAB network in the following circumstances:

- Unwillingness by the prospective subscriber to have appropriate equipment installed to make the connection
- Unwillingness by the prospective subscriber to agree to these terms and conditions.

4.3 Suspension of connection

4.3.1 The company reserves the right to suspend the subscriber's connection to the GAB network if any of the subscriber's connected computers is compromised by malware and the operation of the GAB network is or may be at risk.

4.3.2 Suspension of a connection will be determined by the designated technical officers and will continue until the problem is rectified to their satisfaction.

4.3.3 If the suspension is considered by the subscriber to be inappropriate or unreasonable, the matter may be referred to the Board of Directors for adjudication as set out in Section 4.4.

4.4 Termination of connection

4.4.1 The company reserves the right to terminate the subscriber's connection to the GAB network in the following circumstances:

- Non-payment of subscriptions and other fees after due notice has been given by the company to the subscriber in writing.
- Persistent or reckless misuse of the connection such that the operation of the GAB network is compromised (including failure to operate appropriate and effective internet security software).
- Use of the connection for any illegal purposes.

4.4.2 In the event that such circumstances are considered to have arisen, the decision to terminate the connection will only be made at a quorate meeting of the Board of Directors after careful review of the evidence and will be notified to the subscriber in writing giving reasons for the decision.

4.4.3 In such a situation, the Directors will allow the subscriber, if he or she so wishes, to meet the Directors to present relevant information.

4.4.4 The Directors' decision in all such cases is final.

4.4.5 In the event that a subscriber's connection is terminated, either at the subscriber's request or as described in 4.4.1, the company reserves the right to retrieve all equipment that it owns from the subscriber's premises.

4.5 Changes to the terms & conditions

4.5.1 The company reserves the right to change these terms and conditions at any time and undertakes to inform subscribers of any changes so made.

5 OUR LIABILITIES

5.1 To the subscriber

5.1.1 While every reasonable endeavour will be made to deliver an acceptable service, the company does not consider itself liable for the following:

- The delivery of a service to a defined standard.
- The delivery of a broadband connection to the internet to a defined level of performance, including speed of data transmission and availability of the connection (uptime).
- The delivery of advice to a defined professional standard.
- The repayment of any subscription or part thereof as a consequence of poor or non-performance of the GAB network.
- Compensation for any losses of data, equipment or income arising from poor or non-performance of the GAB network.

5.1.2 In addition, the company does not accept any liability whatsoever in respect of any work it may carry out at the subscriber's request that goes beyond the strict limits of that specified in these terms and conditions.

- 5.1.3 The company undertakes to give reasonable notice to subscribers of any changes made to the service provided and to the terms and conditions that govern the provision of service.

– END –