

Detailed below are the terms and conditions of our Broadband Internet services.

1. Start of this agreement

1.1 This document is:

1.1.2 A commitment that we intend to supply the Customer their required service, dependent subject to survey and network reach, for any of the properties within the order form.

1.1.2.1 If service cannot be delivered, the reason(s) shall be communicated to the Customer along with any associated costs to deliver the aforementioned service. We reserve the right to terminate this Contact Agreement prior to the service going 'live'.

1.2 This Agreement will commence on the Commencement Date and will continue for the term of period as per the order form and thereafter will continue, unless and until terminated by you or us in accordance with paragraph 9 below.

2. Registration information

2.1 To register for the Broadband Services, you must be at least 18 years of age.

2.2 You warrant that all information provided to us, including the information in the online registration form, is absolutely true, complete and accurate. If any facts or information provided to us become inaccurate then you will tell us immediately of the changes.

2.3 You confirm that there are no material facts or circumstances, which have not been disclosed to us that would affect a decision to provide the Broadband Services to you.

2.4 By signing this Agreement, you are confirming that you are an authorised person. We shall invoice the full contract term costs to the Customer if the above is not the case and you wish to cancel your service, or shall continue to deliver service with written or electronically communicated agreement from an authorised person.

3. Our provision of the services

3.1 We will provide the Broadband Services subject to these Terms and Conditions, which may change from time to time. It is the subscriber's responsibility to access the latest Terms and Conditions from www.herbsbroadband.co.uk

3.2 We can only provide Broadband Services in areas of the United Kingdom in which we are technically able. We will endeavour to provide the Broadband Services to you at the access rate you choose, however the speed may be affected at times due to network congestion and other reasons

3.3 Whilst we will use our reasonable endeavours to begin providing the Broadband Services on any date agreed with you, we will not be liable for any failure to meet such a date.

3.4 We will provide the Broadband Services to one main point selected by you and will not

guarantee that the Broadband Services will work over any extension, cables or network devices that you may have installed.

3.5 To avoid unnecessary costs, you should not arrange for any third party IT Support professionals to attend on the installation date as we cannot guarantee the time of completion of the works. Your existing broadband services will not be affected by the work we undertake. Furthermore, we will not be held responsible for any costs incurred by your IT professionals.

3.6 You may lease a static IP address from us for an additional charge. IPV4 is in limited supply and we therefore ask businesses to complete a request form so we can establish the need.

3.7 You confirm that we, and any authorised operator supporting the Broadband Services has your permission, on reasonable notice to:

- (a) carry out any works on your premises for, or in connection with the installation, maintenance, adjustment, repair or alteration of the Broadband Services;
- (b) enter the premises to inspect, modify, upgrade or replace any equipment that you may have connected to the Broadband Services.

3.8 Where on reasonable notice we tell you that we wish, or any authorised operator supporting the Broadband Services wishes, to carry out any work set out in paragraph 3.7 (a) you agree to:

- (a) obtain all necessary consents, including consents for alterations to buildings, if applicable;
- (b) provide any electricity and connection points required by us or by any authorised operator supporting the Broadband Services; and
- (c) provide a suitable, safe and appropriate working environment in accordance with our reasonable requirements or those of any authorised operator supporting the Broadband Services.

3.9 Where, at our request, any third party equipment is installed at your premises to enable you to receive the Broadband Services, you will not, and you will ensure that no one else shall, add to, modify or in any way interfere with such equipment without our prior consent. Furthermore, you will use such equipment in accordance with any instructions, safety and security procedures applicable to the use of that equipment. You acknowledge that all such third party equipment remains owned by the relevant third party and you will be responsible for such equipment while installed at your premises. You acknowledge that you will be liable to the owner of such equipment for any damage to it while installed/delivered to your premises (fair wear and tear excepted and excludes network infrastructure equipment).

3.10 We may suspend the Broadband Services temporarily without notice in an emergency or in order to improve, maintain or repair the Broadband Services or our network or for other operational reasons. We will try, but cannot guarantee, to keep you informed and to keep interruptions to a minimum.

3.11 We cannot guarantee that the Broadband Services will be uninterrupted or error free. If a fault occurs, you should report it by phone, email or in writing to our Technical Support Services using the contact details, set out on the HERBS Rural Community Broadband Ltd website (www.herbsbroadband.co.uk), and we will try to rectify the fault.

3.12 You acknowledge and accept that provision of the Broadband Services is subject to the following;

- (a) the transmission speeds of the Broadband Service may vary from time to time due to congestion on the network and therefore cannot be guaranteed.
- (b) we may from time to time suspend the provision of the Broadband Service to facilitate repair (whether scheduled or due to emergency), maintenance or improvement, in which case we will endeavour to restore the Broadband Service to you as soon as possible.
- (c) you must at your own expense provide a suitable location for the Equipment and ensure all necessary electrical and other fittings are in place and are in good working order.
- (d) you must have a good working power supply at your premises and as such HERBS Broadband will not be held responsible for any loss of service or damage to Equipment as a result of a power supply failure.

3.13 You may purchase an access point or networking device during the registration process or use your own equipment. We will provide technical support on all devices purchased during registration but we will not be responsible for any faults in its design, manufacture or performance and we will not be liable for any loss or damage incurred by you as a result of any such fault. If you choose your own device we will refer you back to your supplier for technical support.

3.14 You acknowledge that we will not be responsible for any sites, content, goods or services offered or made available on the Internet provided by HERBS Rural Community Broadband Ltd or any other third parties nor for any computer viruses, cookies or anything similar transmitted to you via the Broadband Services by such third party sites or otherwise through our provision of the Broadband Services.

3.15 We will not be responsible for the content of newsgroup or chat areas, whether moderated by us or not. By entering these areas, you accept this and agree to waive any claims against us for any distress, injury, loss, liability, damage and expense arising from or in connection with your use of these areas and their contents. You will indemnify us against any claims arising from your use of the areas or any content of the areas, which you post, or create.

3.16 You hereby irrevocably authorise us to act on your behalf in all dealings with the operator of any telecommunications network or system in connection with any matter that enables us to provide or to continue to provide you with the Broadband Service

4. Your use of the services

4.1 The Broadband Services and any software provided as part of the Broadband Services are provided solely for your own use and you may not resell, transfer, assign or sub-license them or any part of them to any other person.

4.2 You must ensure that any devices or personal computers used by you to access the Broadband Services do not have an adverse effect on our systems, those of our suppliers or on network traffic generally, such as SPAM, Viruses and DoS attacks. You must use the Broadband Services in a manner consistent with all applicable laws and regulations which may apply to your use of the Broadband Services.

4.3 You must ensure that any computers, systems or networks that utilise the Broadband Services are configured in such a way that does not give a third party the capability to use the Broadband Services in an illegal or inappropriate manner. You should run a firewall and up to date anti-virus software, and ensure that your operating system is kept fully up to date with the latest security patches.

4.4 You must not use the Broadband Services in any way that would, in our reasonable opinion,

materially affect the use of or access to the Internet of any other person. This includes, but is not limited to, "denial of service" (DoS) and "distributed denial of service" (DDoS) attacks against another network or individual user. DoS attacks will result in immediate termination of the Broadband Service.

4.5 Any attempt, whether successful or not, to gain access to or retrieve data from any computer system without authorisation from its maintainer or owner will lead to immediate termination of the Broadband Service and possibly to prosecution. This applies to port scanning, vulnerability probes and intentional distribution of "Trojan horse" programs, viruses and worms, as well as making use of systems compromised by third parties.

4.6 Use of the Broadband Service to transmit any unsolicited commercial or unsolicited bulk email is expressly and strictly prohibited. We have a zero tolerance policy for spam. Spamming will result in immediate termination of the Broadband Service.

4.7 Intentional distribution of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/ or computer systems is prohibited. This will result in immediate termination of the Broadband Service.

4.8 Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information may result in termination of the Broadband Service.

4.9 You must not use the Broadband Services:

1. In any way that does not comply with any licenses applicable to you or is unlawful or fraudulent or has any unlawful purpose or effect or;
2. In connection with the carrying out of a fraud or criminal offence;
3. To disseminate or otherwise distribute, knowingly receive, upload, download, use or reuse, any information or material which is inappropriate, profane, abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, privacy or any other rights;
4. In any way that infringes any third party's intellectual property rights;
5. In a way that does not comply with our specific instructions.

4.10 We may require you to change your email address and/or website address (if supplied by the Supplier) and we may suspend the services if we reasonably believe that any URL or email address you are using is likely to be offensive, abusive, defamatory or obscene or in breach of paragraph 4.9 and you will be responsible for any losses, expenses or other costs incurred by us that are caused by your breach of paragraphs.

4.11 In all circumstances, you will indemnify us against any claims, actions or legal proceedings (including reasonable related costs and expenses, legal or otherwise) which are brought or threatened against us by a third party as a result of your failure to comply with your obligations.

5. Payment

5.1 You will pay us the applicable charges for the Broadband Services to which you subscribed, as set out on the Order Form, Purchase Order or as otherwise notified by us to you (the Fees). We reserve the right to change the Fees at any time on giving you not less than 28 days' notice. The changed fees will apply on expiry of this 28-day period unless you tell us in the meantime that you wish to terminate this Agreement.

5.2 We will bill you each month in advance for the Fees applicable. All customers are asked to pay by direct debit mandate. For customers choosing to pay by invoice, we reserve the right to charge a monthly £5.00 administration fee. If any instruction for such payment is not

confirmed by no later than 7 days prior to the start of the relevant calendar month, we may suspend the provision of the Broadband Services to you immediately without notice. We regret that we no longer accept standing order mandates. For customers choosing to pay by Direct Debit, we will seek payment from your bank or building society via a direct debit mandate on or after the day on which the Fees are payable. If any instruction for such payment is not confirmed by your bank/building society by the day on which the Fees are payable, we may suspend the provision of the Services to you immediately without notice.

5.3 If we suffer a charge-back (being a debit from our bank account or repayment by us as a result of a transaction dispute procedure initiated by you) of any Fees (or part of them) paid by you to us, you will immediately repay us for the charged back sum and we may:

- (a) immediately without notice suspend the provision of the Broadband Services to you; and/or
- (b) charge interest on the charged back sum at a rate of 8% above the base rate of the Bank of England until the sum is repaid to us.

5.4 You may be required to pay a re-connection charge at our rates in force at that time if you wish to be re-connected following a suspension of the Broadband Services resulting from paragraphs 5.2 and/or 5.3.

5.5 If it is necessary to install the Broadband Service on a different property or site at any time, for example as a result of you moving offices, you will be required to pay a moving fee. A quotation is available on request and subject to a minimum fee of £75 plus vat.

5.6 Our Broadband Packages come with unlimited data usage, but they are subject to a Network Management and Fair Use Policy. We work to provide our customers with a sustainable quality broadband service. Certain applications, such as peer-to-peer file sharing, large file downloads and news groups, which use up lots of bandwidth and can have a negative impact on other customers, may operate slower at peak times. Our network's busiest times are between 4pm and 11pm on week days and all day at weekends, but it can be busy at others times as well – depending on the demands on the network. We monitor customers who use the most bandwidth and whose usage has a negative effect on others. Customers who download large amounts at peak times regularly will have restrictions place on their accounts to reduce their download speeds at peak times. Only a few customers will be affected by this: fewer than 5%. We remove these restrictions when the network is not busy.

5.7 HERBS Broadband is responsible for the operation and function of the equipment upto but not including the customers router. If a customer reports a fault that results in a site visit and the fault is found to have been caused by something HERBS Broadband is not responsible for then a charge of £75 + VAT will be added to your next bill.

6. Security and confidentiality

6.1 In order for you to use the Broadband Service, we may provide you with security details, i.e. a username and password. You will be responsible for maintaining the confidentiality and security of the security details. Where the security details include a password that may be changed by you, you will change the password at frequent and regular intervals.

6.2 You will immediately notify us if any of the security details:

- (a) have been disclosed to an unauthorised person or are, or may be used in an unauthorised way (or if you suspect, or have reason to suspect that this may occur or

have occurred); and/or
(b) have been lost or stolen.

6.3 We may suspend your security details if at any time we think that there is, or is likely to be, a breach of security and require you change any password.

6.4 You will be responsible for all actions undertaken by anyone else using the security details unless you have given notice to us at the first possible opportunity upon becoming aware of the events listed in paragraphs 6.2(a) or 6.2(b) above as the case may be. We may suspend the Broadband Services and you will fully indemnify us from all losses resulting from such actions.

6.5 You accept that the Broadband Services are secure in the way of a Hardware firewall but we do not guarantee the prevention or detection of any unauthorised attempts to access the Broadband Services.

6.6 You agree to keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under or in connection with this Agreement and will only use such information in order to receive the Broadband Services.

7. Personal data

7.1 We will comply with our obligations under the Data Protection Act 1998 and any other applicable data protection legislation.

7.2 By registering for the Broadband Services you consent to our using and/or disclosing your personal information for certain administrative and credit-checking purposes. This may involve disclosing your personal information to third parties, but only to the extent necessary:

- (a) provide you with the Broadband Services; Terms and Conditions
- (b) let you know about any changes to the Broadband Services;
- (c) manage our network;
- (d) prevent and detect criminal activity, fraud and misuse of or damage to our network;
- (e) for other administrative purposes.

7.3 We may collect information about you or your use of the Broadband Services:

- (a) when you agree to subscribe to a service/product we provide and give us information including contact details, date of birth, etc;
- (b) when you communicate with us/our Customer Services;
- (c) when you take part in surveys or provide us with feedback.

7.4 From time to time we will compile aggregate statistics about the Broadband Services and may share them with reputable third parties. These statistics will not contain information that would enable any third party to identify you personally.

7.5 We will disclose personal information to comply with all applicable laws and lawful requests by the appropriate authorities. Terms and Conditions.

7.6 We will protect your personal data by all appropriate security measures including the use of secure servers and encryption.

7.7 Third party sites that you can access from our website are not covered by our privacy policy

and we accept no responsibility or liability for use of personal information by operators of these sites.

8. Limitation of liability

8.1 We will not be liable either in contract, tort (including negligence) or otherwise for any damages for any direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss nor for any damage or destruction of data however arising from the use of or inability to use the Broadband Services or from any action or omission taken as a result of using the Broadband Services. Notwithstanding any other provision of these Terms and Conditions we do not exclude or limit any liability in respect of death or personal injury resulting from our negligence.

8.2 Our aggregate liability to you in contract, tort (including negligence) or otherwise and arising out of, or in connection with, this Agreement and/or the provision of the Broadband Services for each 12-month period (the first period starting on the date the Broadband Services is first provided to you) shall be limited to the amount of the Fees paid by you to us in respect of that 12-month period.

8.3 The information on the HERBS Broadband website is updated from time to time. However, we exclude any warranties, conditions or terms (whether express, implied, statutory or otherwise), as to the quality, accuracy, efficacy, completeness, performance, fitness for a particular purpose of the Broadband Services or any of the contents of the HERBS Broadband website.

8.4 You agree to indemnify us against all costs, claims, losses and expenses (including indirect and consequential losses) howsoever arising, from any claim brought against us by any third party relating to any breach by you of your obligations under these Terms and Conditions.

8.5 We will not be liable to you for any breach of any of our obligations under these Terms and Conditions or the Privacy Policy where the breach is caused by a 'force majeure' event which term shall include, but is not limited to, acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of local or central government, highway authority or other competent authority, industrial disputes of any kind (whether including us or not), fire, lightning, explosion, flood, subsidence, inclement weather, unavailability of third party telecommunications networks or any other cause beyond our reasonable control.

9. Termination & Suspension

9.1 This Agreement may be terminated at any time up to the Commencement Date, however, if we have supplied you with any equipment you must return it to us and (if applicable) we will refund you for any payment received from you for such equipment. Any equipment returned for a refund must be received in pristine and resalable condition, including all packaging, manuals, software and cables, as appropriate.

9.2 We may terminate this Agreement at any time on notice if:

- (a) we are directed by any competent authority to cease the provision of the Broadband Services or any part of them;
- (b) you are in breach of any of these Terms and Conditions.

9.3 Unless otherwise specified in the order form or similar communication, either you or we may terminate this Agreement on giving not less than 1 months' notice to the other; such notice not to expire before the end of the Contract Period.

9.4 You may terminate this Agreement after the Commencement Date if you agree to pay us all the costs that we have incurred in setting up your Broadband Service and all charges pertaining to the remaining duration of the Contract Period, this will include the installation fee unless otherwise paid outright. You must also pay our full retail price for any free or subsidised hardware that you ordered from us.

9.5 Upon termination you agree to cease using the Broadband Services immediately and to pay any monies owing (we will bill unbilled amounts promptly after termination). On termination your right to use the Broadband Services ceases immediately.

9.6 A cancellation fee of £35 including VAT is applicable to all residential customers only.

9.7 We do not automatically remove the premise equipment on termination of service. You may request in writing that we remove the equipment and we will provide a quotation of our fees. This work is subject to a minimum charge of £75 plus vat.

10. General

10.1 All intellectual property rights in or relating to the Broadband Services are the property of, or have been licensed to, us. You are only permitted to use these intellectual property rights as provided in these Terms and Conditions and in order to receive the Broadband Services. You will not use or allow anyone else to use any of our name, logo, trademark or other intellectual property rights or that of any of the licensed operator involved in providing the Broadband Services without our prior written consent.

10.2 We may change the Terms and Conditions at any time by notice on the HERBS Rural Community Broadband Ltd website, email or captive portal message prior to the change becoming effective. You will be deemed to have accepted any such changes by your continued use of the Broadband Services and will commence from the next monthly payment. Changes to fees are covered by paragraph 5.1.

10.3 Notwithstanding any other rights that we may have in these Terms and Conditions, we reserve the right at any time (notwithstanding prior acceptance) to suspend, cancel, refuse to supply or terminate the provision of the Broadband Services wholly or partly without notice, and we shall not be liable for any loss suffered as a result of such suspension, cancellation, refusal or termination. If at the time we exercise our rights under this paragraph 10.3, you have paid us any Fees in advance, we will reimburse you pro rata for the proportion of these Fees that relate to the period after this date.

10.4 This Agreement constitutes the entire agreement between you and us in relation to the provision of the Broadband Services and supersedes any representations, communications and prior agreements (whether oral or written) related to its subject matter other than fraudulent misrepresentation.

10.5 We may assign, sub-contract or otherwise deal with our rights or obligations under this Agreement, by anyone we see fit to carry out the proposed work without giving you any notice beforehand. You may not assign, sub-contract, sell or transfer your rights or obligations under this Agreement.

10.6 Any notice or communication required to be sent pursuant to these Terms and Conditions should be sent to us at HERBS Rural Community Broadband Ltd, Manor Farm, Owston, Leicestershire, LE15 8DH, or to you at the address indicated in the registration form.

10.7 No waiver by us of any breach of these Terms and Conditions will be considered as a waiver of any subsequent breach of the same or any other provision.

10.8 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions, and the remainder of the provision in question will not be affected.

10.9 Except as expressly stated in these Terms and Conditions, no person who is not a party to the Contract will derive any benefit from it, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

10.10 This Agreement will be governed and construed in accordance with the laws of England and Wales and you irrevocably submit to the exclusive jurisdiction of the English Courts.

11. Definitions

“Agreement” means the agreement between you and us for the provision of the Services, comprising these Terms and Conditions and the Privacy Policy.

“Broadband Service(s)” means the services through which you may gain high-speed access to the Internet via a telecommunications network together with the services and facilities provided by us in connection with such Internet access service, which may include the provision of an email account, personal web space.

“Commencement Date” means the date on which the Broadband Services are first provided to you or the date on which you request a change to an alternative Broadband Service provided by us.

“Equipment” means all hardware supplied by HERBS Broadband or an Authorised Operator.

“Contract Period” means a period of 24 months from the Commencement Date.

“HERBS Broadband” means HERBS Rural Community Broadband Ltd

“Security Details” means any and all user names, passwords, keys, electronic signatures and any other devices or information in whatever form and on whatever media supplied to allow you to access the Services.

“HERBS Broadband website” means the Internet site which can be found at www.herbsbroadband.co.uk.

“We, Us and Our” means HERBS Rural Community Broadband Ltd, Manor Farm, Owston, Leicestershire, LE15 8DH.

“Authorised Operator” means a trained employee or sub-contractor of HERBS Rural Community Broadband Ltd.

“You, Your” means the person, company or organisation whose details are included on the registration form.