

Bay Broadband Co-operative

TERMS AND CONDITIONS

Please note that Bay Broadband Co-operative reserve the right to alter these terms and conditions without prior notice. The latest copy will always be available from the committee and posted on the web site at www.rhbmesh.net.

Section 1 : Bay Broadband Co-operative

- 1.1 The Bay Broadband co-operative is a 'not-for-profit' social enterprise set up to supply internet access to Robin Hood's Bay, Fylingthorpe and the surrounding area.
(add something about limited company / directors etc.)

Section 2 : Users

- 2.1 There are two types of users:
 - (a) Members - usually residents - normally living locally

Members pay a one-off membership fee (currently £10) to join. This gives the applicant the right to attend meetings, vote and stand for election as a director. Members can then become System 'Users' for a monthly fee.

- 2.2 (b) Visitors - usually visitors to the area requiring occasional access

Visitors pay to have full access for a limited period of time - currently 1 day, 3 day or 7 day. Visitors do not have the right to attend and vote at co-operative meetings or stand as directors.

Section 3 : Definitions

- 3.1 The Members and Visitors use of the Service (as defined below) and/or acceptance of these Terms and Conditions ("Conditions") constitute the Users agreement to be bound by these Conditions.

These Conditions, explain the Bay Broadband co-operatives responsibilities to the Members and Visitors and the Members and Visitors responsibilities to Bay Broadband co-operative and to other users of the Service.

- 3.2 The following terms and conditions apply to both Members and Visitors - any exceptions being explained in the relevant sections.
- 3.3 The words 'The Service' is used throughout this document to refer to the provision of a broadband wireless network as supplied by The Bay Broadband Co-operative Broadband.
- 3.4 The word 'Customer' is used throughout this document to encompass both 'Member' and 'Visitor' users - any exceptions being explained in the relevant sections.

Section 4. The Service

- 4.1 The service provides you with access to the normal range of Internet services and applications within the limitations that are described in this document.
- 4.2 The service is provided to you ONLY at the premises specified during the order process ('Your Premises'). The service cannot be sub-let to any other premises or individual under any circumstances. If you have two (or more) premises you will require two or more connections. Please contact Bay Broadband Co-operative for details of exclusions to this condition.
- 4.3 The provisions of the Service Order are binding once Bay Broadband co-operative confirm to the Customer acceptance of the order. The Customer agrees to pay the fees for the Service as specified in this Agreement.
- 4.4 Bay Broadband co-operative will provide the Service to the Customer in accordance with the Conditions of this Agreement and with reasonable diligence. Bay Broadband co-operative does not undertake to provide the Service or the telecommunications services free of faults (such as where it is impossible to achieve sufficient signal quality) or where it is technically or on cost grounds impracticable or ineffective to do so.
- 4.5 Bay Broadband co-operative will use its reasonable endeavours to provide a prompt and continuing Service but will not be liable for any loss of data resulting from service interruptions caused by events beyond our control .
- 4.6 Bay Broadband co-operative exclude all and any warranties and conditions of any kind, whether express or implied, in respect of the Service and any content or data obtained or downloaded from it or the accuracy of information received through it. Specifically Bay Broadband co-operative is a provider of a wireless connection to the Internet, and is not responsible for content and data provided from the Internet.
- 4.7 To use the Service, the Customer needs to supply Bay Broadband co-operative with certain details on the Customer's Service Order. We will respect the privacy of this information and will comply with applicable data protection legislation in respect of it.
- 4.8 The Customer acknowledges that the Service will depend upon the characteristics of the wireless signal quality and that it may not be possible to supply the Service. In this event Bay Broadband co-operative shall have the right to terminate this Agreement without liability to the Customer.

Section 5. Signing up to the Service

- 5.1 To sign up for The Service as a 'Member' either :
 - (a) complete the form at www.rhbmesh.net
 - (b) email info@rhbmesh.netor
 - (c) contact one of the committee to be sent an application form. The contract only begins once we have received and accepted your signed application form, paid a one of fee (currently £10) to become a member, and payment details have been arranged. You will then become a Bay Broadband Co-operative member, and be able to attend and vote at the Bay Broadband co-operative meetings.
- 5.2 To sign up for the Service as a 'Visitor' :
 - (a) follow the instructions on the 'Splash page' or www.rhbmesh.net. Currently these will ask you to phone one of several telephone numbers of our volunteers who will explain the current system.

Section 6. Cancelling the Service.

- 6.1 Notice of intention to terminate this agreement must be given in writing by e-mail or post or delivered by hand to the address shown on the Contacts page of the Bay Broadband Co-operative website.

The following section (7) refers to 'Member' Users only

Section 7. 'Members' - Arranging connection.

- 7.1 Before we can provide you with The Service we will need to carry out the following:
 - (a) A complete site survey. This will ensure that your premises can receive the necessary signal to connect to our base stations. It will also reveal whether any additional equipment - for example a larger aerial - will be required by your location, and therefore whether there will be any additional costs involved in setting up your connection.
 - (b) Once we have successfully completed a survey we will provide a fixed cost quotation.
 - (c) If you are satisfied with the costs indicated and wish to become a Bay Broadband Co-operative Subscriber we will then ask you to sign a copy of these details and to provide payment for the installation costs and first month's subscription.
 - (d) We will then arrange a date to carry out the installation of the equipment hardware and software as detailed in the quotation provided.
- 7.2 We will make all reasonable efforts to activate the service by the date agreed with you; however it should be noted that all dates are estimated and we can not guarantee that installation will take place on that date.
- 7.3 If it is not possible to provide the service due to a technical difficulty we will notify you as soon as possible. We will also, if you wish, keep your details on record and contact you further once that difficulty has been overcome. In this event any monies paid in advance will be refunded to the Customer.

Section 8. Equipment and Installation.

- 8.1 Please note that any equipment installed at your premises will only become your property and responsibility upon payment of the installation charge. We will be pleased to provide advice on a suitable location for any equipment purchased from Bay Broadband Co-operative.
- 8.2 To ensure that the service remains safe and secure, any equipment connected to or used with The Service must bear the European Consumer Equipment Standards "CE" mark and must be used in compliance with all relevant instructions and safety and security procedures.
- 8.3 The Customer shall ensure that their Apparatus complies with any applicable law. The Customer shall immediately disconnect any such apparatus if such apparatus does not, or ceases to, conform to applicable standards (if any) for the time being in force.
- 8.4 The Customer shall be responsible for the repair and maintenance of any Customer Apparatus used in order to obtain or use the Service.
- 8.5 PLEASE NOTE that Bay Broadband Co-operative can not be held responsible for any damage to your premises or injury arising from the installation or use of Bay Broadband Co-operative equipment howsoever caused. Bay Broadband Co-operative installations are carried out at the property owner's risk. If you are not the owner of the premises Bay Broadband Co-operative will require a written installation agreement signed by the owner of the premises or their agent before any installation works can be started.
- 8.6 In order to activate The Service we may have to install hardware and software on your PC and may have to alter some of the settings of your PC. Whilst we will ensure to the best of our ability that your PC is fully functioning upon completion of the installation, no responsibility will be accepted for any data lost or damaged during this process.
- 8.7 Title in any equipment and software installed by or provided by Bay Broadband Co-operative to Customers remains with Bay Broadband Co-operative until payment in full has been received. Once payment has been received the safety and condition of the equipment fitted and software provided becomes the sole responsibility of the Customer.

Section 9. Security Issues.

- 9.1 5.1 Bay Broadband Co-operative supports the following security protocols:
 - (a) User name and password authentication
 - (b) MAC address

- 9.2 If we consider that there has been or there is likely to be a breach of security or misuse of the service Bay Broadband Co-operative reserves the right to:
- (a) Change your user name and or password remotely. If this is necessary we will notify you of your new log on details.
 - (b) Disconnect your service remotely until such time as the security breach on your connection has been resolved. This will only be done in the most extreme of circumstances.
- 9.3 Bay Broadband Co-operative reserves the right to bar the username and/or password of any subscriber that breaks these terms and conditions. In such circumstances re-connection of the service will be at the discretion of the Bay Broadband Co-operative committee.
- 9.4 Bay Broadband Co-operative reserves the right to permanently bar any individuals or bodies that attempt to gain access to The Service unlawfully or without becoming Bay Broadband Co-operative members.
- 9.5 Bay Broadband Co-operative reserves the right to permanently bar any individual or body that use the service for any unlawful purpose. See section 14 below for further details.
- 9.6 As required by law Bay Broadband co-operative will give full assistance to British law enforcement agencies in any lawful enquiries that they may have.
- 9.7 As a User of the Service you undertake to contact Bay Broadband Co-operative immediately you suspect that any security has become breached or of any unlawful use of The Service by any person, individual or body.

Section 10. Service, Repair and Maintenance.

- 10.1 We may need to temporarily suspend the service for operational reasons (e.g. for planned maintenance, repairs or upgrades), in which case we will give you as much advance notice as possible by email, and/or in advance on the website We will ensure that service is restored as soon as possible after any suspension.
- 10.2 For operational reasons we may need to alter your code or access details or other technical specifications associated with the service. Where necessary we will provide as much notice as possible.
- 10.3 Experience has shown that our service provider is very reliable. Although we attempt to provide you with the best possible service, we cannot guarantee that The Service will always be available. Bay Broadband Co-operative undertakes to correct all reported service faults as soon as possible after receipt of a fault report.

Section 11. Charges.

- 11.1 Charges for first installation and/or any subsequent equipment you purchase from Bay Broadband Co-operative must be paid for at time of order.
- 11.2 When a Member registers for the service, we will ask them to sign a standing order mandate instructing your bank when and how much to transfer to Bay Broadband Co-operative. Please contact Bay Broadband Co-operative for further information. When a Visitor registers for the service we will arrange for them to pay the service charge to the Bay Broadband co-operative usually via a committee member.

Section 12. Use of the Bay Broadband Co-operative Service. Please read this section carefully.

- 12.1 Bay Broadband Co-operative, as a provider of this service will bear no legal responsibility whatsoever for any legal or criminal liability incurred by the subscriber, or any other person making use of the members equipment. The member must take all reasonable precautions to ensure that nobody including the member makes use of the service:
- (a) To Commit Fraud or in connection with a criminal offence;
 - (b) To knowingly send, receive, upload, download, use or store any material which is offensive, abusive, indecent, defamatory, obscene, or menacing as defined by all applicable laws.
 - (c) To breach copyright, confidence, privacy or any other intellectual rights;
 - (d) To cause annoyance, inconvenience, anxiety, harassment, alarm or distress;
 - (e) To transmit or allow to transmit 'spam' or unsolicited advertising or promotional material or to knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by or on behalf of any third party;
 - (f) In any way which is or could be construed to be detrimental to the provision of the service to other members;
 - (g) In a way that does not comply with the instructions provided to the member by Bay Broadband Co-operative.
- 12.2 You must inform the Bay Broadband co-operative of any changes to the information provided when signing up for The Service, including any changes to your payment details, contact details (i.e. your email address) and property address.
- 12.3 If you move to different premises in The Service reception area you may be able to take your connection with you. If you sell your premises or a new tenant takes over your premises a new agreement with Bay Broadband Co-operative will be required. Please contact Bay Broadband Co-operative for full details.
- 12.4 Bay Broadband Co-operative can not be held responsible for data loss howsoever caused.
- 12.5 It is the responsibility of every member to use regularly updated anti-virus software, and firewall software. Whilst every effort is made

to ensure that The Service remains free from computer viruses Bay Broadband Co-operative can not be held responsible for damage by or loss of data due to virus infection howsoever caused.

Section 13. You're Internet Use

- 13.1 The Bay Broadband Co-operative Service enables you to access the Internet. The Internet is a separate entity from the Service, and use of the Internet is at your own risk and subject to any applicable laws. Bay Broadband Co-operative accepts no responsibility for any goods, services, information, software, or other materials obtained when using the Internet via the Bay Broadband Co-operative Service.
- 13.2 Bay Broadband Co-operative DOES NOT SUPPORT FILE SHARING.
- 13.3 Bay Broadband Co-operative does not recommend the use of the Service for Internet Gaming.
- 13.4 In common with most Internet service providers, we wish to maintain a 'Fair Usage Policy' . We understand that most users will occasionally download a lot of data in a short time (i.e. application updates / system updates), however we would ask that where possible this is kept to off-peak times. Bay Broadband co-operative do reserve the right to cap or limit anyone persistently affecting the performance of the system for other users.
- 13.5 It is the responsibility of members to ensure that all users of The Service browse the internet responsibly and that due supervision is given to users of a vulnerable age.

Section 14. Breach of this Agreement.

- 14.1 Bay Broadband Co-operative reserves the right to suspend the Service or to terminate this agreement or both as follows:
 - (a) With immediate effect if a member materially breaches this agreement;

 - (b) With immediate effect if we believe that the service is being used in a way that directly or indirectly contravenes any of these terms or conditions even if the Subscriber is not party to the contravention.

 - (c) Upon reasonable notice if a member fails to remedy a notified breach within a reasonable period of time.

 - (d) With immediate effect if bankruptcy or insolvency, receivership, administration or liquidation proceedings are brought against the member or monthly subscription payments are not made on time.
- 14.2 If Bay Broadband Co-operative deems it necessary to suspend or terminate this agreement for any of the reasons contained herein the member will be informed as soon as reasonably possible and an explanation given as to why this action has been taken.
- 14.3 PLEASE NOTE that if this agreement is suspended this contract will continue during the period of suspension and all relevant charges will continue until such time that the Service is reinstated or will end if the agreement is terminated.
- 14.4 In the event of a dispute between the parties, the parties will attempt in good faith to resolve the dispute or claim arising out of or relating to the Agreement promptly through negotiations between the respective representatives of the parties who have authority to settle the same.
- 14.5 If any provision of the Agreement (whether in part or in whole) is held by a court of competent jurisdiction to be illegal, invalid or unenforceable the remaining provisions of the Agreement shall remain in full force and effect.
- 14.6 Bay Broadband Co-operative undertakes to consider restoration of the Service to any member who has been suspended, once that member can provide reasonable proof that the reason for suspension or termination has ceased. Bay Broadband Co-operative may require a written undertaking from the member that no further breach will occur and that in future the terms of this agreement will be adhered to. The decision of the Bay Broadband co-operative committee is final.

Section 15 Liabilities.

- 15.1 Bay Broadband Co-operative will diligently and to the best of our abilities adhere to the terms and conditions set out in this agreement.
- 15.2 Bay Broadband Co-operative can not be held responsible for events that are outside our control.
- 15.3 As a member you are protected under Part I of the Consumer Protection Act 1987 and by Bay Broadband Co-operative insurance.

23 April 2008