

# Terms and Conditions for Satellite Broadband Service Supplied by Broadband Wherever Ltd

This site [www.broadbandwherever.net](http://www.broadbandwherever.net) is operated by Broadband Wherever Ltd. These terms apply to all transactions with our company whether placing your order directly on this site, by phone or by post. By using this site and the services provided, you hereby agree to and accept the following terms of use.

## 1 Definitions

In this document, these words have the following meanings:

We and us refers to Broadband Wherever Ltd, incorporated in England (Company registration number 5730401), which has its registered office at Old Forge House, Cricket Green, Hartley Witney, Hants RG27 8PZ

You refer to you, the customer;

Agreement refers to these terms and conditions and the contents of any corresponding order form or registration form;

Satellite Broadband Service means the service that allows you to access the Internet via Satellite

Services, any services accessible over the internet, the Broadband Satellite Services and any other services used by you and provided by us;

Dealer/Installer is the person who installs and fits the Equipment;

VSAT equipment is the satellite receiver dish and associated electronic components.

Equipment means:

- (a) The satellite receiver dish VSAT equipment; and
- (a) Any upgrades to this model in circumstances where an upgrade has been supplied to you; and
- (b) The items of hardware and associated equipment set out in clause 1(i); and
- (c) Any other items with which we make available to you;

Working Days means all days other than Saturdays, Sundays Public & Bank holidays in the country in which you use the Equipment.

Data Protection Legislation. The General Data Protection Regulation (GDPR) (EU) 2016/679 is the regulation in EU Law on data protection and privacy for individuals within the European Union. This is a legal framework that sets guidelines for the collection and use of personal data.

## 2 Start of the agreement

- (a) This Agreement begins upon proof of connectivity by one of our dealer/installers and the signing of the Certificate of Delivery and Acceptance and Schedule of Equipment. We may at our sole discretion reject your request for the Satellite Broadband Service. Where we agree to your request, we will connect you to the Satellite Broadband Service as soon as we can. In general, this will mean immediately. Your Dealer/Installer can undertake activation. You are deemed

to accept these conditions when you first use the Services, for example, when you first access the Internet.

- (b) The duration of this Agreement will be for a minimum of 1, 12 or 24 months from the date of activation, depending on contract length selected and hardware subsidy at the time of placing your order. At the end of this period you may leave the service giving 30 days written notice to us (further details about leaving the service are set out in section 7 "Ending this Agreement").

#### Equipment

- (c) As part of our Services, we will supply to you the Equipment listed below at (i). The Equipment is supplied at a subsidy against full equipment value, and as such shall remain at all times our property until the end of the 1, 12 or 24-month agreement at which time ownership of the equipment will pass to you the customer.
- (d) All risks associated with the Equipment shall pass to you upon delivery and it will be your responsibility to insure the Equipment against loss, theft, fire, flood and any other risk of loss or damage. We shall have responsibility for repair or replacement of our Equipment except that you accept responsibility for cost of repair or replacement of our equipment when the damage or problem has been caused by negligence, misuse, abuse, or violation of terms of this agreement.
- (e) We may, at our option, nominate an agent or third party in place of ourselves to whom such Equipment should be returned, or compensation payment be made. The Equipment shall include:
  - (i) 74 cm VSAT Antenna
  - (ii) Viasat Satellite Modem (IDU)
  - (iii) Transmit/Receive Interface Assembly (TRIA)
  - (iv) Standard wall mount.
  - (v) Up to 25m 75ohm Coaxial cable between IDU & TRIA
- (f) We provide you with the Equipment on the condition that you comply with your obligations under this Agreement. If you fail to comply with its terms, in particular but not only your obligations under clauses 3 or 4(b), or if we reasonably suspect that you have failed to comply, we shall have the right to demand that you return the Equipment to us and/or and remove the Equipment from your possession if you have rented the VSAT equipment from us. In such circumstances, you will permit us free and safe access to your premises and/or obtain any necessary landlord, building or occupier consents required for us to achieve the return of the Equipment.

#### Installation

- (g) The Dealer/Installer will arrange a convenient time with you for the installation of the equipment. In some instances, the installation may require additional materials over and above those laid out in equipment clause (2e). These will not be subject to any subsidy and may carry additional costs. These costs to be confirmed by the installer during the installation process.

Should additional costs be refused and the installation aborted, a site survey fee of £198.00 (£165.00+vat) will be deducted from any refund of the initial order payment.
- (h) The Dealer/Installer is responsible for taking care when installing the Equipment and any damages to your property will have to be resolved with your Dealer/Installer.

- (i) The installers will have to work both internally and externally at your premises for which they will require access. Therefore, you agree to, at your own expense and in advance of installation:
  - (i) Obtain all necessary consents including landlord, occupier and other buildings consents for both access and installation of the Equipment listed above, and for ongoing maintenance of such Equipment; and
  - (ii) Provide full, free and safe access to relevant premises, and a suitable environment including all necessary cable ducts and electricity supply;
- (j) The installers will fit the equipment but will not configure your PC's or Network Configuration prior to finishing the installation but will demonstrate a working system on the installers PC.
- (k) You must allow anyone accredited by us, on production of official evidence of identity and authority, reasonable access to your premises at reasonable times for the purposes of this Agreement and obtain any third-party consents for such access where necessary.
- (l) Your installer will, where necessary, recommend that electrical grounding be undertaken. Where such is required it must be carried out in accordance with applicable laws and regulations. Failure to install effective grounding will, in some locations, constitute a breach of local building regulations so we urge you to ensure that such work is completed in accordance with applicable laws and regulations. Certified electricians should complete grounding work. The Installer will provide the VSAT cabling lead for grounding but may not be a certified electrician and therefore will be unable to complete the grounding work. Where the installer cannot complete the grounding work it is your responsibility to ensure that a certified electrician completes such work.
- (m) Broadband Wherever shall not be liable for any damages or losses whatsoever suffered by the customer or third party as a result of late or incomplete installation. The customer shall not terminate the contract on any ground solely on the basis of late or incomplete delivery.
- (n) If you, the customer, are not at home on the agreed date when we deliver the equipment, we reserve the right to charge you an additional fee for the redelivery or installation on any subsequently agreed dates.

### 3 Payment for the Services

- (a) The initial charges for the Services equipment and installation are due prior to the date of installation. For all charges not paid by this time we reserve the right to postpone installation until payment is made in full.
- (b) Before installation you will be billed for the first month's service from the date of installation to include, one off activation fee, and one month's security deposit. Any security deposits are refundable at the end of the agreement providing all services related invoices are paid up to date and no outstanding balance remains on the account, at which time the deposit will be withheld against any arrears on the account.
- (c) With the availability of new services, we will tell you the charges for those services prior to you first accessing and using them.
- (d) We will send you an invoice every month, which could be by e-mail, facsimile or post for your access charges and for any Services used at any earlier time if they have not previously been charged for.
- (e) You must settle your bill by a method acceptable to us and within 14 days of the date of your bill. Any invoice overdue past 14 days of the invoice date is considered to be delinquent and the service may be interrupted. A reconnection charge of £25.00 will then apply. If you default in the payment of any monies due as and when they fall due following a period of 14 days from the date of invoice

the amount unpaid shall bear interest from the due date until the payment is made in full (irrespective of whether the date of payment is before or after any judgment or award in respect of the same) at 3% per annum over and above Barclays Bank plc base rate from time to time. You agree that if you do not pay a bill on time you have broken this Agreement and Broadband Wherever Ltd may terminate this Agreement under 7(a)(i). All these rights are in addition to any other legal rights we may have against you, which we may also rely upon.

- (f) We can adjust the charges. We will use all reasonable efforts to give you notice by post, facsimile, or e mail, or by some other direct means, before any such change to the charges occurs. If the change may be to your detriment, we will give you at least 30 days' notice. Where we have increased our charges to you, you may cancel this Agreement by giving us 30 days' notice in writing, however you are still liable for the balance on your account and any applicable device supplement.
- (g) All prices quoted are in the appropriate currency and are inclusive of VAT at the prevailing rate, unless otherwise stated.

#### 4 Providing the Services

- (a) We will use reasonable endeavors to maintain an always-available service. However, there may be factors we cannot reasonably control such as the weather or a failure on the part of a third-party communications operator with whom Broadband Wherever Ltd has no contractual relationship. Broadband Wherever Ltd or its agents shall have no liability in these circumstances. In particular, we cannot take responsibility for access to third party websites and/or servers, while the operations of those are outside our reasonable control.
- (b) We make our Services available to you and to your [designated] employees or other users and supply to you the Equipment on the conditions that:
  - (i) They are not used for anything illegal, immoral or improper;
  - (ii) They are not used to offend or create nuisance;
  - (ii) Only the Equipment or other items as may be supplied by us to use with the Equipment are used;
  - (iv) The Equipment, howsoever caused, is not lost, stolen or damaged;
  - (v) You give us any information that we reasonably request;
  - (vi) You follow all reasonable instructions we give you;
  - (vii) When attempting to use the Services, you are in range of the Satellite receiver [VSAT Model] forming part of a wireless network;
  - (viii) You or your employees/users do not re-sell, exchange, rent, hire, or permit access to the Services or the Equipment to anyone else or grant or attempt to grant any charges, liens or other rights, powers or interests over them;
  - (ix) You or your employees/users do not, nor permit any third party to, tamper or attempt to tamper with the Equipment, the software providing the Services, or anything belonging to or used by us without our prior written consent;
  - (x) You or your employees/users do not, nor permit any third party to, to maintain or repair or attempt to maintain or repair the software providing the Services or the Equipment, without our prior written consent.
  - (xi) You or your employees/users do not use the Satellite Broadband Service to send or receive by any method any material that breaches another person's copyright or other intellectual

property rights, or any other material that is illegal, obscene, indecent, fraudulent, libelous, harassing or that you do not have the right to transmit under any law, contract, or other duty;

- (xii) You or your employees/users do not use the Satellite Broadband Service to transmit knowingly or recklessly any material that contains software viruses, or any computer code, files or programs designed to interrupt, damage, destroy or limit the operation of any computer software, hardware or telecommunications equipment;
- (xiii) You or your employees/users do not disrupt any other person's use of the Satellite Broadband Service or any other service;
- (xiv) You or your employees/users do not interrupt damage or impair any website or the Satellite Broadband Service in any way;
- (xv) You or your employees/users do not hack into or attempt to hack into our systems or try to get around any security safeguards.

Notification of designated employees to Broadband Wherever Ltd does not remove your obligation to monitor and keep secure the use of passwords for access.

You acknowledge and agree that if you (or your employees or other users, where applicable) break any of the conditions set out in this clause 4(b) that you have broken an important condition of this Agreement and we shall have the right to end this Agreement under clause 7(a)(i) and you hereby indemnify and agree to keep to indemnified us and all members of our group in respect of any breach by you, your employees, or other users of the Equipment supplied to you of the terms of this clause 4(b).

#### Maintenance services

- (c) Only Broadband Wherever Ltd or our authorized agents may provide maintenance and repair services for the Services and the Equipment Charges may apply where the problem has been caused by misuse or abuse of the equipment by you or someone acting on your behalf or within your control.

## 5 Liability

- (a) We are legally responsible to you only as set out in this Agreement.
- (b) Nothing in this Agreement shall remove or limit our liability, or the liability of anyone who works for us, for:
  - (i) Death or personal injury caused by negligence;
  - (ii) Fraud;
  - (ii) Anything, which cannot be excluded by law.
- (c) Our entire liability to you for something we or anyone who works for us does or does not to do in respect of breach of contract, negligence or pre-contractual misrepresentation will be limited to the lower of the value of any direct losses you incur or:
  - (i) £10,000 for damage to property;
  - (ii) £5,000 for all other losses which are not excluded by clause (d) below;

- (d) We are not liable to you in any way for any indirect, consequential, incidental losses or damages or any loss of profits, revenue, expenses, goodwill, anticipated savings however they may be caused and even if they were and are foreseen by you.
- (e) We are not liable to you in respect of any products or services you order from other companies (including other Broadband Wherever Ltd companies) using our Services.
- (f) We will not be liable for any loss as a result of the suspension, disconnection or unavailability of the Services, which occur in accordance with the terms of this Agreement.
- (g) We will not be liable to you if something beyond our reasonable control prevents us carrying out our duties or providing any of the Services.
- (h) You must tell us about any claim as soon as reasonably possible.
- (i) This section 5 will apply even after this Agreement has ended.

## 6 [When we may suspend or disconnect the Services](#)

- (a) We may at any time:
  - (i) Temporarily suspend the Services for repair, maintenance or improvement of any of its systems wherever located, or temporarily provide replacement Services or Equipment of a similar functionality to those previously supplied; or
  - (ii) Give you instructions on how to use the Services (which you agree to comply with until) where we reasonably consider such instructions in the interests of safety, or the maintenance of service quality to its other customers

Before doing either of these things we will give as much notice as is reasonably practicable in the circumstances and will restore the Services as soon as reasonably practicable after suspension.

- (b) We may suspend our service without warning:
  - (i) In an emergency;
  - (ii) When we are required to by a third-party network provider whose system we use;
  - (iii) When we are required to by the police or security services or other party who may have legal authority to make such a request;
  - (iv) If you, your employees/users, or anyone you or your employees/users allow to use the Services, does not keep to the conditions of this Agreement, or any other agreement with us;
  - (v) If you, your employees/users, or anyone you or your employees/users allow to use the Services damages the items supplied such as the hardware or software which is necessary to operate the Satellite Broadband Service or put it at risk, or abuse or threaten our staff;
  - (vi) If you, do not pay all amounts due by the due date to Broadband Wherever Ltd
- (c) We may charge to reconnect you to the Satellite Broadband Service where you or your employees/users either by yourself or through a third party, have caused or contributed to the suspension of the Services.

## 7 [Ending the agreement](#)

- (a) Either of us can cancel this agreement immediately if any of the following happens:

- (i) The other breaks an important condition of this agreement or several less important conditions and (if it is capable of being put right) does not put it right within 14 days of written notice to do so;
  - (ii) If the other is subject to bankruptcy, insolvency or any similar proceedings or, in the reasonable opinion of the party ending the Agreement, the other is unable to pay its debts;
  - (iii) At the end of 12/24 months from the date we confirmed your request for activation of the Services, providing the canceling party gives 30 days written notice to the other.
- (b) In addition, we may end this Agreement if suppliers of communications services to us no longer make such services available to us, providing we give you 30 days written notice.
  - (c) At the end of the Agreement you must pay any charges, which are outstanding.
  - (d) At the end of this Agreement, you will be disconnected, and you will not be able to use the Services.

## 8 Use of the Satellite Broadband Service

- (a) You accept that at any time we may change or withdraw any element of the Satellite Broadband Service from time to time and will use all reasonable efforts to notify you of any necessary change in the Services.
- (b) We do not guarantee that the information and services you may obtain from the Satellite Broadband Service will be suitable for your purposes and requirements. You accept that the information and services you may obtain from the Satellite Broadband Service may not be complete, accurate, up-to-date or free from errors.
- (c) As a user of the Satellite Broadband Service, you accept that we do not control, endorse or censor the material made available by the Satellite Broadband Service and the World Wide Web. You accept that third party material could be illegal, misleading, offensive or deceptive. You use it at your own risk and subject to all applicable national and international laws and regulations.
- (d) We will try as far as is reasonably possible to keep the Satellite Broadband Service free from viruses, bugs and errors, but we do not guarantee that it will be free from infection or anything else that may damage your equipment or data. We will not keep any back-up copies of emails or other data belonging to you. We accept no liability for damage caused to your own equipment if you download software or other services.
- (e) We do not permit you or others to cause nuisance or inconvenience to us or to other users in any way. This includes hacking, Network sniffing or similar techniques, or sending unsolicited messages without reasonable cause, by spamming or using anonymous remailers or different servers, or other means. If you, your employees or other users of your Equipment send any such messages through the Satellite Broadband Service, you may be liable to criminal or civil action in either the UK or other appropriate jurisdictions, and we may suspend and disconnect your use of the Satellite Broadband Service.
- (f) If you deal with any third party or exchange material with that third party while using the Satellite Broadband Service, you accept that you are entirely responsible for such transactions, which specifically relate to your business and that third party. You acknowledge that such transactions are not part of this Agreement and are governed by a separate contract between you and the third party concerned. You should always check the terms of such a contract carefully.
- (g) You agree that if we stop the service to you, you will cease to use the Satellite Broadband Service and you will immediately return to us all the items supplied to you or, at our option, delete or destroy all software that we provided to enable you to access the Satellite Broadband Service

- (h) The platform operators may from time to time restrict applications which have a negative effect on the network. These include but are not limited to applications for Non-professional use, notably Peer to Peer applications such as Kaaza, WinMX and any other protocol liable to have the same effect on QoS.
- (g) Due to the latency of a satellite connection certain applications are not usable over the satellite connection. If there is any doubt about application's, it is the customer responsibility to inform Broadband Wherever prior to installation. Customer who purchase the equipment for these purposes will not constitute a right to cancel, and as such will not be entitled to any refunds. Limitations include, but are not limited to:
  - (i) On line gaming, such as war games.
  - (ii) IPSec VPN
  - (iii) SONOS music Systems
  - (iv) Remote Login to view CCTV Cameras

## 9 Fair Access Policy (FAP)

- (a) The fair Access policy (FAP) has been defined to enable a high-quality internet access service via satellite with a consistent customer experience at any acceptable price. The implementation determines the management of the end user behaviour to prevent an unfair and unacceptable use of the network. All customers are therefore subject to the FAP prior to commencement, and during the lifetime of this agreement for their service. Full details can be found at [www.satellitebroadbanduk.com/fair-access-policy](http://www.satellitebroadbanduk.com/fair-access-policy)
- (b) The Platform Operator will measure the volume of inbound and outbound data generated by each customer VSAT. The generated volume measured is aggregate over a defined period, EG: the previous 28 days. This data volume is compared with the thresholds defined in the FAP. If the threshold has been reached, the service provider will reduce the speed of the customers VSAT, either in upload, download or both directions. The customer will share their allocated bandwidth with other users. This means heavy users may see a reduction on connection speed during peak periods. These restrictions will be removed once the aggregate volume for the defined period goes below the threshold.
- (c) The thresholds for the applications of speed restrictions to any individual customer depend on the service level purchased by the customer. It is the customer's responsibility to ensure they are fully aware of the relevant thresholds within the FAP for their chosen service level.
- (d) FAP policies and restrictions are governed and controlled solely by the Platform Operator and Broadband Wherever Ltd cannot be held accountable for restrictions applied to a customer VSAT due to over usage against service level requested. The customer cannot hold Broadband Wherever Ltd accountable for changes in the threshold limits applied to each service level by the platform operator.
- (e) In certain circumstances whereby, business activities mean large amounts of data will be transferred in a short period of time the customer will be given the opportunity to purchase additional bandwidth allocation at the rate of £15.00/1GB and have speed restrictions lifted for the relevant time frame.
- (f) For customer s who find themselves sharing the bandwidth allocation for more than two consecutive defined periods, will not be given the option to purchase "one off" additional bandwidth allocation. They will be given 30 days written notice, to advise their account will be automatically increased to the next service level, and subscription charge.

## 10 Right to Cancel



- (a) You the customer have the right to cancel your contract either before installation, or up to seven working days after the installation/activation have taken place. This must be done in writing, email or fax to our main contact office.
- (b) If you cancel your order after the goods have been delivered/installed, but within 7 working days, the customer will be liable for the full cost of collection, currently set at £165.00, as well as the initial activation fee and first month's service. As we may offer subsidies or special offers on hardware & installation, the collection charges may be more than you paid for initial delivery. It is the customer's responsibility to confirm any charges involved prior to arranging collection. These charges will be deducted from any refunds due.
- (c) Were you cancel your order any refunds due will be processed on full receipt of the goods at our office, and once testing and inspection is complete. Any goods deemed to be damaged or faulty will result in deductions equivalent to reduction in value of the good supplied.
- (d) Where the terminal has been activated, and the customer cancels after the first 7 working days, and within the contract period, the customer will be subject to an early termination fee. This fee will be equal to the remaining balance of the contract at the contracted service level.

#### 11 Change of service Upgrade or Downgrade

- (a) All upgrades will take place around midnight on the day of request. Only one upgrade of service is permitted in any one calendar month.
- (b) Downgrades of service will take place at midnight on the last day of the month, in the same month the downgrade was requested.
- (c) All downgrades will be subject to a downgrade fee. This fee is £25.00.
- (d) All downgrades will also be subject to downgrade fee, in addition to the normal service fees detailed in 11(c), relative to any subsidy on hardware costs. So, a customer taking reduced hardware on our higher services then downgrading to a lower service will also incur a fee equal to the hardware subsidy, in this case currently £99.00 on the 24-month contract.

#### 12 Intellectual property rights

- (a) You acknowledge that material including (but not limited to) text, software, clips, video clips, Photographs/images, graphics, logos, adverts or other data, whether contained in sponsor advertisements or presented to you through the Satellite Broadband Service, is protected by copyright, trade mark, service mark, patent or other proprietary rights and laws. This material may be owned by us or by third parties.
- (b) You acknowledge that you are permitted to use the above material, which is presented by the Satellite Broadband Service to enable you to use Services. You may not, save as is reasonably necessary to make use of the Services, copy, reproduce, distribute, publish, or make any commercial use of anything obtained while using the Satellite Broadband Service.
- (c) You may from time to time transmit material or content through the Satellite Broadband Service. You acknowledge that as an Internet service, whilst we take all reasonable steps on our network to ensure its security, such security cannot be guaranteed, and third parties may gain access to your material. You acknowledge that for the purposes of providing you with the Services we may require the right to copy, reproduce, modify and adapt your material and accordingly you grant a free, irrevocable, worldwide license for us to do this.

#### 13 General

- (a) Changes to terms and conditions: We may change these terms and conditions if new laws or rules make it necessary or for any other good reason. If we do this, we will notify you by providing your Dealer/Installer with a new version of the terms and conditions. Furthermore, we will also update the terms and conditions, which are available from our customer experience center.
- (b) Concessions: Any concession or extra time that we allow you only applies to the specific circumstances in which we give it. It does not affect our rights under this agreement in any other way.
- (c) Law: English law will apply to this agreement and you and we agree to the exclusive jurisdiction of the English courts.
- (d) Legal effectiveness: If a clause or condition of this agreement is not legally effective, the rest of this Agreement remains effective. We may replace any clause or condition that is not legally effective with a clause or condition of similar meaning that is.
- (e) Disclosure of information about you: We may use credit reference agencies to help us make credit decisions or for protection against fraud. You agree that we may register information about you and the conduct of your account with any credit reference agency. For the purpose of fraud prevention, debt collection and credit management, we may disclose information about you and the conduct of your account to debt collection agencies, security agencies or financial institutions. We may also pass your details to third parties if we sell or transfer our business, to ensure that you continue to receive an access to the Internet.
- (f) Please see our Privacy Policy for details of how we will use any personal information, which we may collect. If, in connection with any of the Services, we act as a "data processor" of any information you give us, and you act as a "data controller" (as such terms are defined in the Current Data Protection Legislation), we will, in relation to that information: (i) act on your instructions only; and (ii) comply with obligations equivalent to those imposed on a data controller.
- (g) Personal data will not be not transferred to any third party without prior consent of the member. Broadband Wherever will promptly reply to any request from a member for us to amend or transfer the data. We will if requested provide details of all personal data we hold.

#### 14 Notices and complaints

You may give notice to us by delivering or posting such notice to the address set out at the head of this Agreement, or by sending such notice by fax to 0118 9589 521 or by email to [info@broadbandwherever.net](mailto:info@broadbandwherever.net) We may give notice to you by delivery, post, and fax transmission or by email to the addresses and numbers (as applicable) set out in you request for activation. Either party may amend their details at any time providing advance written notice is given to the other.

If you have any complaints about the Services or Equipment, you may deliver or post your complaints to us at the address set out at the head of the Agreement or send them by email to [info@broadbandwherever.net](mailto:info@broadbandwherever.net)

#### 15 Links to Third party Sites

- (a) Any links on this site will allow you to leave the Broadband Wherever website. Any link sites found on this web site are not under the control of Broadband Wherever, and as such Broadband Wherever is not responsible for any content found on these sites. Broadband Wherever supply these links only for the convenience of the customer and this by no way assumes any endorsement in whole or part by Broadband Wherever to the content found on these sites.