



# CHCIC Broadband Service Terms

## 1. What we provide

The service we agree to give you includes:

- 1.1 A high-speed broadband service with three packages available of upto 20mb download/upto 10mb upload (Toys Hill only), upto 20mb download/upto 6mb upload and upto 10mb download/upto 2mb upload.
- 1.2 A 24 hour (voice mail) service phone contact, response during office hours 08:00 – 18:00
- 1.3 Installation of network equipment required to enable you to use the service

The equipment we agree to loan you includes:

- 1.4 Suitable cable router, which remains the property of CHCIC for the duration of the service and must be surrendered if your service ends.
- 1.5 Suitable wireless receiver, which remains the property of CHCIC for the duration of the service and must be surrendered if your service ends.
- 1.6 Or any other equipment required providing you with a service will remain the property of CHCIC for the duration of the service and must be surrendered if your service ends.
- 1.7 It is your responsibility to care for the equipment and not misuse or damage in any way. This includes wilful damage, accidental damage, theft or any other loss that may occur other than equipment failure covered under our service warranty. Replacement fees may apply if the equipment does not meet the above. See Fees and Other Charges.

Testing your service

- 1.8 Our service can only be guaranteed if we have clear line of sight between the transmitter (node) and your receiver. Obstacles including trees and buildings may influence the resulting service.
- 1.9 We will test the service we have installed and confirm it meets our specification and your expectations. All speed testing will be from one of our approved laptops using a spare LAN port on the router we have supplied. Wireless speed testing is not an indicator of a reliable speed test due to the nature of wireless technology.
- 1.10 Speed testing can be carried out using an approved speed testing facility at <http://speedtest.net> Please note that all free to use speed testers are subjective and rely on advertising to promote their sites. Results will vary and are only an indication of speed and service.

## 3 When the service starts

- 3.1 The CHCIC service is subject to a minimum period of 24 consecutive months. The CHCIC service and the minimum period of 24 consecutive months will start on the day we install the service (the service start date). We will agree a date with you for delivery and installation of any equipment, but all dates are estimates and we cannot guarantee we will meet them.

3.1 If you need to change or cancel any appointment date, you must tell us at least three working days prior to the scheduled appointment or we may charge you a missed appointment fee.

3.2 During installation there must be a responsible adult present in your home. Where this person is not you, it must be someone authorised by you to make decisions regarding the location and installation of equipment.

3.3 On the day of installation, the engineer may need to disconnect your current broadband service for a short period. If you already have broadband, this may be taken out of service during the installation.

#### **4 Cancelling the Service**

4.1 You may cancel your agreement for CHCIC Broadband by contacting us at any time up until three days prior to the CHCIC Broadband scheduled install date (see 3.1). However, you will be liable to pay for any work that we have started or completed to install any equipment

#### **5 Quality of Service**

5.1 We aim to provide a continuous, high-quality service, but we do not guarantee either the quality of the service or that the service will be available at all times. From time to time faults in the service may occur some of which beyond our control, and maintenance on the network may be required which causes disruption. We will repair these faults as soon as we can and perform network maintenance when the network is least busy.

5.2 We may also take action to manage the network's performance during periods where there is a high demand.

#### **6 Changes we may make**

6.1 Occasionally, we may have to interrupt the service. If we do, we will endeavour to advise you beforehand wherever possible and will restore it as quickly as we can. We may also make minor changes to certain technical specifications, including limits for transferring information which are associated with the service.

#### **7 Changes you can make**

7.1 If you move house during the 24 consecutive month minimum period, and continue to receive a CHCIC Broadband service, your existing terms will be carried over. Additional costs may be charged to remove and relocate your service.

7.2 If you move home during the 24 consecutive month minimum period, to a part of the UK where CHCIC do not offer a Broadband service, cancellation charges may apply including early termination.

7.3 A new house owner taking on the existing service will sign a transfer of service document, the rights to any monies paid by the previous owner will be agreed between the previous owner and the new, the terms will be transferable, i.e. the new owner will inherit the service and its remaining term. If the new owner does not wish to continue with the service then the cancellation or termination conditions apply to the previous owner. No refunds will be offered by CHCIC in this case.

#### **8 Ending your Agreement**

8.1 If you leave CHCIC within 24 consecutive months of the CHCIC Broadband service start date and do not return the property belonging to CHCIC, a charge for any hardware taken will be payable . If you keep the hardware and remain with CHCIC for at least 24 consecutive months any payment for the set-up and/or hardware will be waived. You will also have the option to pay for the set-up and hardware upfront. If you choose to end your CHCIC Broadband service within the minimum period of 24 consecutive months, you will have to pay a termination charge by way of

compensation for ending your service early. This charge will be calculated by multiplying the number of months remaining in your minimum term by a monthly early termination charge.

8.2 Your service will continue on a 12 month rolling agreement after the end of your 24 consecutive month minimum period. 3 months' notice must be given in writing or email to end your agreement with us after the minimum 24 consecutive months.

8.3 Your termination request will be in force once your termination request had been confirmed in writing or email by us.

## **9 Fees and Other Charges**

9.1 Any additional charges that are not included within our standard installation charge will be highlighted during the installation. These may include additional fixings, non-standard ladder access, masts and cable. Other fees may be chargeable to replace or repair non warranty works as follows but not limited to:

9.1 Additional works hourly rate £70.00

9.2 Ad-Hoc hourly rate £70.00

9.3 Replacement router £70.00 (does not include installation at hourly rate)

9.4 Replacement receiver £150.00 (does not include installation at hourly rate)

9.5 Additional cable, fixings, masts, scaffold and or extreme ladder works will be quoted to you in advance (does not include installation at hourly rate)

9.6 Missed appointment £100.00

## **10 Normal Hours of Business**

10.1 Our normal Hours of business are 9:00 – 18:00 Monday to Friday. Should you require service please call our 24 hour voice mail service line on 01732 446461. We will aim to respond as soon as possible within normal business hours.

10.2 Installation works are 09:00 – 18:00 seven days a week

10.3 Service works are 09:00 – 18:00 Monday to Friday

10.4 We recognise United Kingdom Bank and Public Holidays as non-business working days.

## **11 Payment for your Service**

11.1 Payment for your service will be either as a lump sum in advance for the 24 consecutive month plan or monthly via DD or SO with your bank. Fees are due in advance of service and must be paid within 14 days of invoice date for 24 month initial period, or at month end for monthly payment. Failure to settle accounts will result in your service being blocked and sent to a holding page until settled.