



Badenoch Broadband & Comms CiC

Broadband Service Agreement – Terms and Conditions

Version 2.0 – DRAFT FOR REVIEW

This agreement applies from [DATE].

Definitions

1. In this agreement, the following terms have the meanings set out below:

"We", "Us", "Our" means Badenoch Broadband and Communications CiC, a community interest company registered in Scotland under company number SC408055, with its registered address at Railway Station, Ruthven Road, Kingussie PH21 1EN.

"You", "Your" means the person or organisation named as the customer in this agreement.

"Service" means the broadband internet access service we provide to you, including any associated applications, services or features, as described in this agreement.

"Equipment" means any hardware provided by us to you for the purpose of receiving the Service, including but not limited to wireless receivers, dishes, antennas, routers, cabling and power supplies. All Equipment remains our property at all times.

"Service Start Date" means the date on which we activate the Service, as described in clause 8.

"Minimum Period" means the minimum duration of your contract, as set out in clause 3, beginning on the Service Start Date.

"Service Fee" means the recurring monthly charge for the Service, as set out in your order confirmation and published on our website.

"Installation Charge" means the one-off charge for installation and setup of the Service and Equipment, as published on our website.

"Working Day" means any day other than a Saturday, Sunday, or public or bank holiday in Scotland.

"Network" means the telecommunications infrastructure owned or operated by us, including transmitters, relay stations, cabling, and associated equipment used to deliver the Service.

What We Provide

2. The Service we provide consists of:
 - a. A high-speed internet access service available in a range of options and delivered over an FWA wireless link, 4G/LTE, fibre optic cabling or a combination of these;
 - b. Other applications, services and features that we may make available and which you choose to take — some of which may be subject to additional terms;
 - c. We will also provide you with Equipment which you will need to use the Service. This Equipment may need to be installed by our engineers and you will need to agree where it is installed when we visit. This Equipment is owned by us so you will need to return it, or allow us to collect it, if you move house or terminate your Service.
3. The Minimum Period for all services is 12 months from the Service Start Date, unless a different minimum period is stated on your order confirmation. Certain optional services or add-ons may have a different minimum period, which will be clearly stated at the time you order them.
4. After the Minimum Period, your contract will continue on a rolling monthly basis. You may cancel at any time by giving us one calendar month's notice.
5. If you cancel during the Minimum Period, you will be required to pay the remaining monthly Service Fees for the balance of the Minimum Period, in addition to any outstanding charges.
6. Most services need an engineer visit to install the Service.
7. The Service will be installed at the address you specify when you request the Service.

Acceptance of Your Order

8. We may arrange for our engineer to undertake an assessment visit prior to installation. This will enable us to determine if we can provide the Service and agree a location for the Equipment, cable route etc. Before we can accept your customer application, we need to be certain that we can provide you with a broadband service. To do this, we need to successfully determine that one of our transmitters has a clear line-of-sight to your property (for FWA wireless) or that you have a suitable signal and strength from a mobile network (for 4G/LTE).

A line-of-sight means a clear and unobstructed view from our transmitter to a location on your property where we will install a receiver. (Obstructions include trees and vegetation.)

9. For FWA Wireless service, should a clear line-of-sight not be possible, we will look at alternative ways to deliver the Service to you. However, you should be aware that there may be significant extra costs for the installation if this is the case. We will always advise you of these costs in writing before we ask you if you would like to proceed with the Service. We may also be able to offer you an alternative technology to get you online.

When the Service Starts

10. The Service starts on the date we activate it (the Service Start Date). If we have to visit to install the Service, it will be activated after the installation is complete. The Minimum Period begins on the Service Start Date.

Installation Visits

11. We will agree a date with you for delivery and installation of any Equipment. If the delivery of any Equipment is delayed for reasons outside of our control we will let you know and take steps to minimise the delay. We will not be liable to you for such delays.
12. If we need to change the installation date, we will try to contact you a minimum of two Working Days before the scheduled date.
13. 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.

14. For our wireless and 4G service, installation will involve siting a small dish or other receiver on the outside of your property. This location will be agreed with you beforehand. A single cable will be installed from the receiver and need to enter the property through a wall, window or door frame. Our engineers will be happy to drill a hole through a door or window frame. However, should a hole through the wall be necessary, we normally ask that you provide this.

On the inside of your property, we will install a Wi-Fi router. This will be positioned in a location agreed with you.

15. 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.
16. The Equipment requires up to two 13A mains sockets close to the location of the Wi-Fi receiver. If these are not available when the installation is carried out, we will not be able to commission and test the Equipment and you may be subject to extra charges for a follow-up visit.
17. As part of the installation, the engineer will demonstrate a working internet connection to you. You will be responsible for connecting any other online equipment you may have, such as a TV set-top box, additional computers, phones, tablets or games consoles.

Charges, Fees and Payment

18. All of our services are subject to an Installation Charge. This is published on our website at <http://www.badenochbroadband.com/service>.
19. Our services and tariffs are published on our website at <http://www.badenochbroadband.com/service>. You will be required to tell us which service you require prior to the acceptance of your order.
20. The Installation Charge and first month's Service Fee will be due 7 days after the Service Start Date. We will provide you with an invoice for this on the Service Start Date.
21. We ask for all fees and charges to be paid directly into our bank account. This can be done by Direct Debit, Standing Order or by your online banking service using a payment scheduled for the same date each month. We provide you with a Direct Debit or Standing Order mandate form for you to use.

22. Unless we have agreed alternative terms with you, your monthly Service Fee will be due on the same date of each month. The paperwork we will provide you with after installation will indicate this date.
23. Late payment and reconnection penalties will be incurred if we have to suspend or restrict your Service due to late payment. Your payment is due on a specific date each month (details will be included in the paperwork we provide when your Service is activated). This is usually the same date each month as your activation date. We expect payment on or before that date.

Price Changes

24. We may increase the monthly Service Fee during your contract term. If we do so:
 - a. We will give you at least 30 days' written notice before any price increase takes effect;
 - b. The notice will clearly state the new price, the date it takes effect, and your right to exit the contract;
 - c. If the increase is more than the rate of inflation (as measured by the Consumer Price Index), you will have the right to terminate your contract without penalty within 30 days of receiving our notice;
 - d. If you do not notify us of your wish to terminate within this 30-day period, the new price will apply from the date specified in our notice.
25. Annual price adjustments in line with the Consumer Price Index (CPI) published by the Office for National Statistics will apply each year on [1st April / your contract anniversary]. This adjustment will be communicated to you in writing at least 30 days in advance.
26. Any reduction in the Service Fee will take effect on the date specified in our notice to you without requiring any action on your part.

Cancellation

27. You have a general right to change your mind and cancel the Service within the first 14 days from the day after the day we accept your order. If you cancel after we start to provide the Service, you must pay the Installation Charge and the Service Fee for any period that the Service was made available to you up to the date that you told us you wanted to cancel.

28. If you cancel the Service and then, at a later date decide you want to restart it, you will be charged a second Installation Charge.

Quality of Service

29. We aim to provide a continuous, high-quality Service. From time to time faults in the Service may occur. We will repair these faults as soon as we can.

30. If you believe your Service is not working correctly, we publish our contact details on our website — you should use these to get in touch with us and let us know.

31. From time to time, faults may occur that are outside of our control. We will endeavour to keep you informed at all times and we publish updates for our customers on our social media channels.

32. We aim to respond to any emails within 24 hours Monday to Friday.

Service Speeds

33. Before you enter into this agreement, we will provide you with an estimate of:

- The maximum speed available at your installation address;
- The speed you can normally expect to receive during peak times (8pm–10pm);
- The minimum speed below which the Service should not normally fall.

These estimates will be included in your order confirmation.

34. Broadband speeds can be affected by many factors, some of which are beyond our control, including:

- The distance between your property and our nearest transmitter or access point;
- Weather conditions and atmospheric interference;
- The number of users sharing the Network at any given time;
- The capability of your own devices, home wiring, and Wi-Fi environment;
- The performance of the websites and services you are accessing.

35. If your Service consistently falls below the minimum speed set out in your order confirmation and we are unable to resolve the issue within 30 days of you reporting it, you will have the right to terminate this agreement without penalty.
36. Speed testing should be carried out using a wired (Ethernet) connection directly to the router we have provided. Speeds measured over Wi-Fi may be lower than the speeds delivered to your router and are not a reliable measure of the Service performance.

Using the Service

37. You must not use our residential Service for commercial or business purposes unless we have given you permission to do so. If we find that you are using the Service for business or commercial purposes we reserve the right to limit or terminate the Service immediately. We have a range of business services that are for commercial customers.
38. If you use the Service in any way that we consider is likely to be detrimental to the provision of the Service or which may adversely affect other customers' enjoyment of the Service, we reserve the right to restrict or terminate your Service immediately. If your computer has been infected by malware (or we reasonably believe that it has) or your computer attempts to contact or access a malicious domain or URL, we may take action (for example by introducing software onto our Network) that will operate to prevent your computers from accessing that domain or URL to protect you from possible criminal threats associated with that malware and to stop the spread of that infection on our Network and your own equipment.
39. Your use of the Service should be in line with our Usage Policy as set out on our website at <http://www.badenochbroadband.com/>.
40. Some service options have monthly data usage allowances. We will contact you if you get close to your usage allowance. You will be given the option to either upgrade to a service with a more suitable data allowance or purchase a one-off additional data package.
41. If you go over your usage allowance, your Service will be restricted unless you have purchased an additional data package.
42. Your data allowance resets each month on your payment-due date.
43. If you request a different service (e.g. with a bigger or no data cap) your Minimum Period will restart.

Our Responsibility to You

44. **Residential Customers** — If you suffer a continuous total loss of the Service at any time after we have provided it and you report it to us, we promise to put things right by midnight on the third Working Day after you have reported the fault to us unless a specific appointment date is agreed or we have provided you with information that shows why the fault cannot be fixed in a timely manner. We will treat a fault reported after 5pm on a Working Day, or anytime at weekends or on a public or bank holiday, as if you reported the fault at 9am on the next Working Day after the day you reported the fault to us.
45. **Business Customers** — If you suffer a continuous total loss of the Service at any time after we have provided it and you report it to us, we promise to put things right by midnight on the second Working Day after you have reported the fault to us unless a specific appointment date is agreed or we have provided you with information that shows why the fault cannot be fixed in a timely manner.
46. By continuous total loss of broadband service we mean the inability to make a connection to the internet through Badenoch Broadband due to a fault in any part of our Network up to and including the wireless receiver that we supplied.
47. If we do not meet our target to resolve faults and are unable to provide mitigating circumstances for the delay, we will provide a daily rate credit for each whole day that we are late in repairing the Service. It is equal to the daily charge of your rental for each day that applies. The daily charge is twelve times the monthly rental charge divided by 365. You will not be entitled to a rental credit if the fault relates to equipment you have bought from other suppliers.
48. You will need to contact us to claim the rental credit. We will take the amount we owe you off your next bill, unless you ask us to send you a cheque.
49. If you suffer an intermittent loss of the Service at any time after we have provided it and you report it to us, we promise to put things right.

How We Will Fix Problems with Your Equipment

50. We will always endeavour to fix all faults that have been identified with our Network or your Equipment as quickly and efficiently as possible. However, many of our transmitters are in remote locations and we must always put the safety of our engineers ahead of fixing faults. Weather can therefore sometimes affect our ability to resolve issues quickly.

51. We will always try to keep you informed of faults and what we are doing to fix them. We regularly publish information and updates on our Facebook page (@badenochbroadband).
52. We publish our support numbers and contact details on our website at <http://www.badenochbroadband.com/support>. Please use these rather than staff members' personal email and mobiles — you will get a faster response.
53. If you report a fault to us and we identify the problem is with the Equipment in your home or business, you may be liable for a callout and labour charges. However, see the section below about the Equipment Guarantee Scheme which helps you to avoid any unexpected bills.
54. What is not charged for:
 - a. All new Equipment that we install is covered for a period of 6 months from the date it was fitted. This includes cables and power supplies.
 - b. All replacement Equipment that is fitted by ourselves as part of a previous callout is also covered for 6 months.
 - c. No callout or labour charges will be incurred if the fault is with the Equipment that we installed and it was installed less than 6 months ago.
55. What is charged for:
 - a. All Equipment that has been installed for more than 6 months is not covered. This means that, should we need to replace any faulty Equipment, you will be liable for the cost of the replacement Equipment along with a callout and labour charge.
 - b. Any Equipment that is damaged by a person (whether wilful or accidental) is not covered.
 - c. Re-siting of Equipment — should we need to come out at your request to move Equipment (e.g. due to building works, re-organisation etc.).
 - d. Any callouts where the fault is not with the Equipment that we installed. You will be subject to callout and labour costs.
56. Charges for callouts:
 - a. Callout charges consist of a fixed callout fee plus an hourly labour rate (including travel time to your property). Our current callout charges are published on our website at <http://www.badenochbroadband.com/service>.
57. Charges for hardware:

a. If you are liable for charges, we will charge you for any replacement Equipment that we need to fit in order to restore your Service. We try to keep costs down and may offer you previously used Equipment at a reduced price. Current equipment prices are published on our website at <http://www.badenochbroadband.com/service>.

Equipment Guarantee Scheme – Avoiding Callout and Repair Charges

58. We have introduced an "Equipment Guarantee" scheme to enable our customers to avoid any unexpected charges due to callout and equipment failures.
59. For a small monthly fee in addition to your Service Fee, you can become a member of the scheme and we will cover the costs of a callout and equipment replacement, regardless of the age of your Equipment. The fee and further information is on our website at <http://www.badenochbroadband.com/service>. All Business Services include membership of this scheme automatically.
60. What is covered by the scheme:
 - a. All new and previously installed receivers and Wi-Fi routers (supplied by ourselves) are covered whilst you are a member of the Equipment Guarantee Scheme. This includes cables and power supplies.
 - b. All replaced receivers and Wi-Fi routers that were fitted by ourselves as part of a previous callout are covered whilst you are a member of the scheme.
 - c. No callout or labour charges will be incurred whilst you are a member of the scheme.
61. What is not covered:
 - a. Any equipment not supplied and installed by ourselves.
 - b. Any extra or additional equipment that we installed and was sold to you separately.
62. The scheme is charged monthly and has a contract term of 12 months. This means that if you choose to cancel the scheme midway through the contract term, you will be liable for the remainder of the monthly fees to the end of your contract term.

Changes We May Make to Our Network

63. Occasionally, we may have to interrupt the Service. If we do so, we 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.

Changes You Can Make

64. You can change to a faster service option that is delivered in the same way as your current service option and is on the same tariff (i.e. residential, business etc.) at any time. You should be aware that the Minimum Period of your new service option will restart, should you decide to upgrade.

If you wish to reduce your service and have had the Service for more than the Minimum Period, then you can do so by sending us a message and giving one calendar month's notice.

65. If you change to a different service option, it may be delivered in a different way and we may need to install some additional Equipment. There can be an Installation Charge for this upgrade. We will let you know in advance if this is the case.

66. If you change service option, we have the right to move you to a different billing method.

Ending Your Agreement

67. If you are using any value-added services, applications or features which are free of charge, these will end on the day your agreement with us ends.

68. You can end your agreement with us at any point giving us one calendar month's notice. If you are still within your Minimum Period, then payment for the remainder of the Minimum Period will become due before we can terminate your agreement.

69. If you are a member of the Equipment Guarantee Scheme, you need to be aware that the contract term for this is 12 months and so, if you cancel this and/or your broadband service, you will be liable for the remaining fees to the end of your contract term.

70. All Equipment remains our property at all times. When this agreement ends for any reason, you must either:

- a. Return all Equipment to us at the following address within 14 days of the termination date: Badenoch Broadband & Comms CiC, c/o Rowan Cottage, Laggan, By Newtonmore

PH20 1AH; or

b. Allow us to arrange a mutually convenient time to collect the Equipment from your property within 28 days of the termination date.

71. If Equipment is not returned or made available for collection within the timeframes set out above, we reserve the right to charge you for the replacement cost of the Equipment. Current replacement costs are published on our website at <http://www.badenochbroadband.com/service>.

72. You must not tamper with, modify, disassemble, or attempt to repair any Equipment. Any Equipment that is returned in a damaged condition (beyond normal wear and tear) may be subject to a replacement charge.

73. If we need to collect Equipment from your property, we will arrange this at a mutually convenient time during normal working hours (Monday to Friday, 9am to 5pm). We will give you at least 48 hours' notice of the collection appointment.

74. Equipment installed on the exterior of your property (such as dishes, receivers, and associated cabling) may be left in situ at our discretion if removal would risk damage to your property. In such cases, ownership of the external equipment transfers to you upon termination and we accept no further responsibility for it.

Complaints

75. If you are unhappy with any aspect of our Service, please contact us in the first instance using the details below:

- **Email:** support@badenochbroadband.com
- **Telephone:** 0845 463 1480
- **Post:** Badenoch Broadband & Comms CiC, c/o Rowan Cottage, Laggan, By Newtonmore PH20 1AH

76. When you make a complaint, we will:

- a. Acknowledge your complaint within 2 Working Days;
- b. Investigate and aim to resolve your complaint within 10 Working Days;
- c. Keep you informed of progress if it takes longer to resolve;
- d. Provide you with a written outcome once we have completed our investigation.

77. If we are unable to resolve your complaint within 8 weeks, or if you are dissatisfied with our final response, you have the right to refer your complaint to our Alternative Dispute Resolution (ADR) provider free of charge. Our ADR provider is:

[CISAS / Ombudsman Services: Communications] [Insert contact details and website]

You may also contact Ofcom for general advice, although Ofcom does not handle individual complaints. Details are available at www.ofcom.org.uk.

78. Our full complaints procedure, including how to escalate a complaint, is published on our website at <http://www.badenochbroadband.com/complaints>.

Limitation of Liability

79. Nothing in this agreement excludes or limits our liability for:

- a. Death or personal injury caused by our negligence;
- b. Fraud or fraudulent misrepresentation;
- c. Any other liability that cannot be excluded or limited by law.

80. Subject to clause 79, we shall not be liable to you for:

- a. Any indirect, consequential or special loss or damage;
- b. Any loss of profit, revenue, business, data, or anticipated savings;
- c. Any loss arising from your inability to use the Service, except as specifically set out in this agreement (see clauses 47–49 regarding service credits).

81. Our total liability to you in any 12-month period for any and all claims arising under or in connection with this agreement shall not exceed the total amount of Service Fees paid by you in that 12-month period.

82. We do not guarantee uninterrupted or error-free service. The Service is provided on a "best efforts" basis. Factors outside of our control — including but not limited to weather, interference, tree growth affecting line-of-sight, power outages, third-party network failures, and equipment faults — may affect service availability and performance.

83. We are not responsible for the content of any websites or online services you access using the Service, or for any transactions you conduct online.

Force Majeure

84. Neither party shall be liable for any failure or delay in performing its obligations under this agreement where such failure or delay results from a Force Majeure Event.
85. A "Force Majeure Event" means any event beyond a party's reasonable control, including but not limited to:
 - a. Severe weather conditions, including but not limited to storms, high winds, snow, ice, lightning strikes, and flooding;
 - b. Natural disasters, including landslides and wildfires;
 - c. Power outages or failures in the electricity supply network;
 - d. Failures or disruptions in third-party networks or services on which the Service depends;
 - e. Acts of government, regulatory action, or changes in law;
 - f. Civil unrest, strikes, or industrial action;
 - g. Pandemic, epidemic, or public health emergency;
 - h. Damage to or failure of equipment at transmitter sites caused by wildlife, vegetation growth, or environmental factors.
86. If a Force Majeure Event occurs, the affected party shall:
 - a. Notify the other party as soon as reasonably practicable;
 - b. Take all reasonable steps to minimise the impact and resume performance;
 - c. Keep the other party informed of progress towards resolution.
87. If a Force Majeure Event prevents us from providing the Service for a continuous period of more than 30 days, you may terminate this agreement without penalty by giving us written notice.
88. Where the Service is unavailable due to a Force Majeure Event for more than 72 continuous hours, we will apply a pro-rata credit to your account for the period of unavailability, calculated at the daily rate set out in clause 47.

Data Protection and Privacy

89. We will collect and process your personal data in accordance with our Privacy Policy, which is available at <http://www.badenochbroadband.com/privacy>. By entering into this agreement, you acknowledge that you have had the opportunity to read our Privacy Policy.
90. We will process your personal data for the following purposes in connection with this agreement:
 - a. To provide and manage the Service;
 - b. To communicate with you about the Service, including fault notifications and planned maintenance;
 - c. To bill you and collect payment for the Service;
 - d. To comply with our legal and regulatory obligations.
91. We will not share your personal data with third parties for marketing purposes. We may share your data with third parties where necessary for the provision of the Service (for example, backhaul providers or engineers) or where required by law.
92. You have rights under the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, including the right to access, correct, and delete your personal data. Full details of your rights are set out in our Privacy Policy.

Support for Vulnerable Customers

93. We are committed to ensuring that all customers, including those who may be in vulnerable circumstances, are treated fairly and can access our services on equal terms.
94. If you, or someone in your household, has particular needs that may affect how you use or interact with our services — for example, due to age, disability, mental health conditions, serious illness, or financial difficulty — please let us know. We will do our best to provide additional support, which may include:
 - a. Providing communications in accessible formats (for example, large print);
 - b. Allowing a nominated third party to manage your account on your behalf;
 - c. Offering flexible payment arrangements if you are experiencing financial hardship;

- d. Ensuring that we do not disconnect your Service without taking reasonable steps to contact you and understand your circumstances;
- e. Prioritising fault resolution where a loss of Service would have a significant impact on your health or wellbeing.

95. You can let us know about any additional needs at any time by contacting us using the details set out in this agreement. Any information you share with us for this purpose will be handled sensitively and in accordance with our Privacy Policy.

96. We maintain a Priority Fault Register for customers who depend on their broadband connection for health-related or critical needs (for example, telecare or medical alert devices). If you would like to be added to this register, please contact us.

Governing Law and Jurisdiction

97. This agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of Scotland.

98. The courts of Scotland shall have non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement.

99. If any provision of this agreement is found by any court or competent authority to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Agreement

Please complete the boxes indicated with a * below to indicate that you accept the terms of this agreement.

	CUSTOMER	BADENOCH BROADBAND & COMMS
Name:	*	
Signed:	*	
Date:	*	