

Terms and Conditions

Caravan Internet - Terms and Conditions of Service

These Conditions set out the basis on which we provide our Caravan Internet services. We are Caravan Internet

Placing Your Order

Acknowledgement & Acceptance of Order

We are under no obligation to accept your order. We will acknowledge your order by email, text, Facebook message, WhatsApp or by telephone, but no contract will exist between you and us until you have completed our online signed contract set by us.

Eligibility

The Service is only available to individuals who are eighteen (18) years of age who can form legally binding contracts under applicable law. By accepting these Conditions, you signify that you meet these qualifications of eligibility. We may refuse to offer the Service to any person or company and may change our criteria for eligibility, at any time, at our sole discretion without providing a reason. We reserve the right to terminate your account and your rights to use our Services for any reason, including, but not limited to; our belief or suspicion that any registration data you provide is or becomes untrue, inaccurate, not current, or incomplete. Our Caravan Broadband and Home Broadband services are only available to residential customers. Anyone operating and/or running a business from the installation address will need to change their package to a business class service. We reserve the right to terminate the contract if we deem it appropriate to do so.

Right to Cancel

You have the right to cancel this Contract by giving us notice of cancellation at any time between:

- placing your order; and
- Expiry of the period of seven days beginning with the day after the day on which we accept your order.

However, you will lose your right to cancel this Contract if you allow us to commence installation of the Equipment (or any other aspect of the Services) before the end of that cancellation period. Once the right to cancel has been lost or expired, then the Contract will remain in force, and you will remain liable to pay our Charges, for at least the Minimum Term (See duration and minimum term)

If you wish to exercise your right to cancel, please contact us as soon as possible.

Installation and Maintenance of Equipment

Installation

Once we have processed your application, we will contact you to arrange delivery and installation of any Equipment that we need to install at your Premises. You must ensure that:

- we are able to access your Premises on the appointed day and time to deliver and install your Equipment;
- you prepare your premises in accordance with our reasonable instructions in order to ensure that the Equipment can be installed.
- You are the owner of the Premises, or you have any consent required for the installation of the Equipment, for example from your landlord or your local authority. • your PC meets the minimum specification required to use our Services

When we install the Equipment at your premises, we will make every effort to site the equipment at a location of your choice that is also suitable for accessing our wireless Network. However, in order to obtain optimum signal strength this may not be possible and additional internal or

external cabling work may be required. As a result, it may be necessary for you to instruct a third party to undertake this work for you. If we are unable to install the equipment at a mutually suitable location, this agreement shall terminate and any monies received shall be refunded to you. If an installation date has been arranged and our engineer is turned away without prior warning, an additional cost of fifty pounds could be incurred should you request another appointment at a later date.

In some circumstances it may be necessary to use additional equipment in order that the required antenna can be installed in both a satisfactory and safe location. If this is the case then you will be advised prior to installation of any additional charges that will be incurred, an example of items that may not be covered in a standard installation are as follows:

- Chimney Strap £15 per Chimney Strap
- Large Pole (10ft+) and bracket(s) £POA
- Extra cable (over 15M) £2.00 per extra Metre
- Bespoke cabling (Cabling not required for installation but requested by the customer) - £POA
- Cherry Picker £POA

If we decide that the equipment cannot be satisfactorily or safely installed at your premises, then we may cancel any installation date and terminate this contract. We will refund you any sums you have already paid us before termination.

Maintenance & Recovery of Equipment

We will need to access your premises from time to time for example to repair, maintain, replace or upgrade any Equipment installed on your premises, or to recover our Equipment following any termination of this Contract.

If we require access, we will contact you to arrange an appointment for us to attend your premises for this purpose. You agree to cooperate with us in arranging a suitable time for us to attend your premises. **Equipment**

The Equipment will remain our property even after the install fee is paid in full.

You must not tamper with, add to, modify or interfere with the Equipment in any way, and you must not allow any other person to do so.

You are responsible for any loss or damage to the Equipment.

If we need to replace equipment that is damaged by reasons beyond our control such as faults caused by electrical surges or storms or any other reason, there may be a service fee up to £120 for carrying out such work. In addition, a requested service visit for a fault that is not a result of our service or equipment but is a fault generated by you or equipment that you own will result in a service fee being charged.

If you connect our Equipment to a Local Area Network (LAN) then you are responsible for:

- supplying, configuring and maintaining a suitable piece of equipment (for example, a router, wireless access point or hub) capable of interfacing with our Equipment.
- notifying us of the technical contact for your LAN.

By accepting these Conditions, you understand that we will not provide any technical assistance for your home or office LAN.

Internet Access

Access

You are entirely responsible for all access to the Services made using your IP address, even if this is done without your consent. We will not be liable under any circumstances for any unauthorised access to your information or material posted on the Internet. **IP Addresses**

We will assign you with a private IP address.

All IP addresses that are assigned to you remain the property of Caravan Internet and you must not sell, attempt to sell, or agree to transfer them to anyone else.

Permitted Users

You are responsible for all those who use the Services from your Premises, and you should ensure that all users are aware of these terms and the Acceptable Use Policy.

You must not re-sell or provide access to the Services to anyone outside your Premises, whether by means of wireless connectivity, by means of cables to neighbouring houses or offices, or by any other means. **Availability**

We will use reasonable endeavours to provide the Services on a continuous basis, subject to these Conditions. However, we cannot guarantee that the Services will be fault free or without interruption.

The quality and availability of Services may sometimes be affected by factors outside our control. This could include mechanical breakdown, local physical obstructions, atmospheric conditions, other causes of radio interference or the number of people trying to access our systems at the same time.

Because of the nature of the Caravan Internet service, the Services may also be adversely affected by the actions of other customers within the same Network as you. This could include breach of these Conditions by those customers or disconnection or interference with our equipment on their Premises by those customers. We will use all reasonable endeavours to address any problems arising from such actions in order to maintain service levels for you.

We may have to interrupt or suspend the Services due to an emergency, for the purposes of repair, maintenance, improvement or because of operational reasons. If we do need to interrupt or suspend the Services, we will restore the Services as soon as we reasonably can.

- For operational reasons we may need to alter any usernames, e-mail addresses, or IP addresses that are registered to you. **SLA – (Service Level Agreement)**

In the event of loss of service the following fix will times will apply.

- Caravan Broadband users - 3 working days
- Home Broadband - 3 working days
- Business Broadband – 2 working days

(However, if there should be any instance beyond our control we will notify you if it is going to take longer) **Conduct**

You must comply with all applicable laws, rules, regulations and conduct policies.

You must not use the service to send unsolicited emails in bulk (“spam”) to anyone. Any usage of our service for spamming will result in immediate termination of this Contract without notice and without any refund of Charges.

By accepting these Conditions, you are agreeing not to allow through your actions, or those of another, the use of the Services for unlawful or illegal purposes; including but not limited to making offensive, indecent or prank/hoax calls, allowing others to do so, using the Services fraudulently, to commit or further a criminal offence.

Content

We are not responsible or liable for the content of any information transmitted by you or any other person using the Services.

We are under no obligation to monitor or review any content belonging to you and contained on or transmitted by our systems. However, we reserve the right to inspect any content created, accessed or transmitted by you using the Services, including content in your files, emails, postings or websites, to check your compliance with these Conditions.

We may remove from our systems, without liability to you, any content in your files, emails, postings or websites which we reasonably believe:

- is or may be considered to be pornographic, defamatory, misleading, deceptive or to infringe anyone else’s rights in any other way; or
- is in breach of any applicable laws, regulations, international conventions, licences or policies; or
- breaches our Acceptable User Policy in any other way.

We have no control over the content of material which you access using the Services, and we will not be responsible or held liable for any content (including its accuracy, legality or quality) other than content authorised by us and displayed on our own website.

Online Security

Connecting to the Internet means that your computer is part of a worldwide network of computers. It is possible that your computer is providing file shares, or other services on the Internet connection that may allow it to be hacked.

You are solely responsible for the security of your computers. We are not responsible for any breach of security via the Internet. We recommend you ensure your machine or LAN is configured correctly and has firewall software or a separate firewall to protect you from the Internet. This is particularly important if you use our Service to maintain a permanent connection to the Internet.

Your computer or LAN may also be vulnerable to attack by computer viruses, so you should ensure that you use up-to-date computer virus scanning software.

Fair Usage Policy

All our unlimited packages are truly unlimited,

Payments

Charges

You must pay the Charges every month in advance of provision of service.

Charges are deducted as follows:

- Initial payment of installation charge and the first months payment will be payable by debit/credit card or Cash.
- Monthly charges are payable the first of each calendar month.
- If you stop paying your monthly fee, the broadband supply will cease until payment has been received and late fees applied.
- If 2 months have passed without payment a reconnection charge of £45 applies or your outstanding payments that had been missed.

PLEASE NOTE – WE WILL NOT CONNECT YOUR BROADBAND SUPPLY UNTIL THE FIRST MONTH IN ADVANCE, EQUIPMENT INSTALL FEE HAS BEEN RECEIVED.

Changes to our Charges

During the Minimum Term we will not alter the Charges. After the Minimum Term, we may alter the Charges at any time by giving you at least 30 days' notice. .

Duration and Minimum Term

Commencement of the Services

The Services will commence on the Service Commencement Date. This will normally be the same day that we complete installation of the Equipment, but in some cases, we may need to delay commencement of the Services. However, you will not be responsible for paying any Charges until the Services commence.

Minimum Term

The Contract runs for at least the Minimum Term even if you move to Premises that are not within our service area. This means that during the Minimum Term you have only limited rights of termination

In particular, even if you choose not to make use of the Services for some or all of the Minimum Term, you are liable to pay the Charges for the remainder of the Minimum Term.

Termination

Except as set out below, this Contract will stay in force for at least the Minimum Term. The Contract will then remain in force until terminated in accordance with this paragraph. *Termination during the Minimum Term*

You may end this Contract at any time during the Minimum Term by giving us not less than 30 days' notice if we:

- significantly alter the Services; or
- we significantly reduce the level of service provided

Neither of the above include the limitation or restriction of filesharing services; examples of which are (but not limited to) torrent services and newsgroups. A restriction of this type is not an acceptable reason to terminate service.

If you do not give us notice to terminate your Services within 30 days of the notification that we have significantly altered the Services then you will be deemed to have accepted the changes to the Services.

During the Minimum Term, we may terminate the Contract if you break any of these Conditions, by giving you not less than seven days' notice in writing. We will not terminate this Contract during the Minimum Term unless you break any of these Conditions or unless there are circumstances beyond our control that prevent us from providing the Services; in this case we will endeavour to provide you with as much notice as possible.

Termination after the Minimum Term

After the Minimum Term, you may terminate this Contract at any time by giving us not less than 30 days' notice.

After the Minimum Term, we may terminate the Contract:

- by giving you not less than 30 days notice in writing; or
- if you break any of these Conditions, by giving you not less than seven days' notice in writing.

Refunds after termination

We will not refund any Charges or other payments made under this Contract if we end this Contract because you have broken these Conditions. In all other circumstances, we will refund any Charges paid in respect of unexpired portion of the month in which termination occurs, calculated on a daily basis. Suspension of the Services

If any Charges are overdue or you break any other of these Conditions, we may suspend the Services immediately without notifying you first. The Services will remain suspended until either:

- all overdue Charges are paid, or you remedy the breach of these Conditions (as the case may be); or
- we terminate this Contract as set out in paragraph 18.

A reconnection fee may be payable upon any restoration of the Services following suspension under this paragraph.

General

Our Liability

Residential customers

If you are a Caravan Internet, Caravan or Home customer, we have no liability, whether due to our negligence or otherwise, for any losses (whether direct or indirect) incurred by any business, trade or profession carried on by you or any other person using the Services or the Equipment.

Business customers

If you use Caravan Internet Service for the purposes of any business, trade or profession carried on by you, then we are not liable to you, whether in contract or tort (including negligence) or otherwise, for any of the following types of loss or damage incurred by that business, trade or profession:

- any loss or damage which is indirect and/or not reasonably foreseeable; or
- any loss of business, loss of profits, loss of savings, loss of revenue, loss of use or loss of goodwill, or for any loss or corruption of data.

Your Liability

You are responsible for ensuring that your registered contact details are kept up to date and informing us of any changes.

It is your responsibility to report any faults or interruptions in the Service to us by sending an Email, text, Facebook or calling us.

Changing these Conditions

We will not change or add to any of these Conditions unless we deem it is reasonable to do so.

Transferring the contract

We can transfer our rights or obligations under this Contract to any company, firm or person. We can only do this if it does not adversely affect the Services you receive or your other rights under this Contract. You may not transfer your rights or obligations under this Contract to anyone else. This Contract is personal to you or your company, and no other person or organisation is entitled to benefit under this Contract.

Law and geographical limits

This Contract is governed by English Law. Our Services are only available within the United Kingdom.

Communications

We may contact you or give you notice under these Conditions by any of the following means:

- post; or
- fax (where available); or
- email; or
- SMS text message

You are responsible for ensuring your registered contact details are kept up to date, and for informing us of any changes.

You may contact us by email or using our published fax, telephone or postal information. When contacting us by phone your call may be recorded for training and monitoring purposes. You are responsible for ensuring any email, fax or letter reaches us, and we consider your communication valid on the date and time it reaches us and not when it was posted or sent.

Data Protection

We may from time to time send you information about our other goods and services which we think may be of interest to you. This may include communications sent by email, or SMS text Message. You may unsubscribe from such emails or SMS texts at any time by contacting us by email and you can unsubscribe from other communications by contacting us to request this. We will not disclose any information about you to third parties without your express consent.

Definitions

In these Conditions the following expressions have the following meanings:

Charges: means charges to be paid by you for the Services (including monthly fees and any setup charges), calculated according to the prices and rates set out in our price lists or as otherwise notified to you in accordance with these Conditions.

Conditions: the conditions in this Contract and any changes we may make to them. **Contract:** the contract between you and us authorising you to receive the Services in accordance with these Conditions.

Equipment: means any equipment, apparatus or software provided by us as an essential part of providing Services under the terms of this Contract, including without limitation any