

Terms and Conditions for Broadband services supplied by Voneus Limited

These Terms and Conditions (document version 1.5) applies to all transactions with the Voneus Limited operating under the brand of “Voneus Together” whether placing your order directly through our or any approved third party websites, by telephone or by post or any other method accepted by us.

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DEFINITIONS USED

1. In this document, these words have the following meanings:
2. "We", "we", "Our", "our", "Us" and "us" refers to Voneus Limited.
3. "You", "you", "Your", "your", "Yourself" and "yourself" refers to you, the customer; separately both you and us maybe referred to as a "Party", together we are referred to as the "Parties"
4. "Agreement" refers to the contract between you and us including these terms and conditions and the contents of any corresponding order form or registration form;
5. "Cancellation Notice" is a written instruction from you requesting us to terminate this Agreement and received by us within 7 calendar days of the earlier of you receiving your equipment, your installation being completed or us activating your services. Such written instruction should be made in accordance with section 11(a)
6. "Charge(s)" refers to any sums that are payable by you for the services calculated on the basis of any and all rates, prices and any other charges set out in our current published prices or otherwise notified to or accessible by you;
7. "Competent Authority" means the Independent Regulator and Competition Authority for UK Communications Industries ("Ofcom"), any successor organisation or any other Government Department or regulatory body including without limitation any Emergency services Organisation;
8. "Customer equipment" means any hardware or apparatus (not being equipment) provided and used by you in order to use the services;
9. "Cooling off Period" shall have the meaning set out in Clause 11;
10. "Downgrade Fee" is a one-time payment made each time that you ask us to move your service level from a higher grade to a lower grade, limited to one request per month;
11. "Equipment" includes, but is not limited to :
 - a. The satellite transceiver, dish and VSAT modem GPON equipment, wireless radis; and
 - b. Any upgrades to these items where an equipment upgrade has been supplied to you; and
 - c. The items of hardware and software otherwise covered under this Agreement; and
 - d. Any other items with which we make available to you to use or receive any of the services;
12. "Due Date" is the date on which any particular Charge should be paid, meaning that we have received cleared payment from you;
13. "Network Quality Policy" or "NQP" means the application and measurement of data usage thresholds applied to each level of service to ensure fair and acceptable use of the network.
14. "Group Company" denotes any parent, holding, associated or subsidiary company of Voneus Limited and any subsidiary of any such holding company as may exist from time to time;

15. "Installer" is the person or team that we select to install and commission the equipment if you select us to install your equipment;
16. "IP Address" usually denotes a dynamically assigned TCP/IP (Transmission Control Protocol/Internet Protocol) address provisionally assigned by us to you to enable the services to be provided unless the service purchased by you is specifically provided with one or more static IP addresses;
17. "Latency" is the time taken for a signal to pass to or from your Customer equipment to the Internet address that you are trying to contact;
18. "Licence" means any licence or authorisation required by law and granted to us to provide the services by Ofcom or any other relevant licensing organisation in the country in which we provide the services to you;
19. "Minimum Period" has the meaning set out in Section 2 ;
20. "Monthly (or Periodic) service Charges" means those Charges, recurring or otherwise, that are invoiced before, during or after the month or period in which the services were provided or Charges chargeable.
21. "order" is the act by you requesting services from us either through our website, by telephone, in person, in writing or any other method deemed acceptable to us;
22. "Package" denotes the combination of services selected by you from our range of services;
23. "Professional Installation" means the delivery, installation and demonstration of the services and equipment to you by our Installers;
24. "Published Prices" means any pricing information published by us from time to time on our websites or in other documentation provided to you, which includes the prices and rates for the services and equipment we offer including the usage rates for the services and any and all other additional Charges;
25. "Satellite Broadband service" means the service that allows you to access the internet (and any ancillary services such as television and telephone, collectively known as the services) via satellite.
26. "Satellite Provider" means the organisation that ultimately owns or controls the satellite that we use to provide you with the services including any associated physical networks used in order to provide the services;
27. "FTTH" means Fibre to the Home and is usually a Gigabit Passive Optical Network or GPON;
28. "W-FTTH" means Voneus Wireless Fibre to the Home™ which is a registered trademark of Voneus that is Fixed Wireless Access;
29. "service(s)", any services accessible over the internet via the Satellite Broadband services and any other services used by you and provided by us including services accessed using our equipment to include, but not limited to telephone and VoIP services, television streaming media and wireless services;
30. "Software" means all proprietary software supplied by us to enable you to use the services.

31. "Upfront Charges" means the one-off payment required as an integral part of your order that covers the setting up of your account, any connection and account set-up charges, delivery of your equipment (either via our Installer or through a third party), installation charges, other items or hardware chosen by you with your order, initial Monthly (or Periodic) Charges and deposits and any other Charges notified by us and accepted by you through your order.
32. "Volume Booster Option" means the purchase of extra-volume traffic allowance by you from us.
33. "Working Day" means all days other than Saturdays, Sundays Public & Bank holidays in the country in which you use the equipment.

THE AGREEMENT

34. This Agreement constitutes a legally valid and binding obligation on each Party and by ordering the equipment and services, you confirm that you are authorised to enter into this Agreement.
35. This Agreement begins at the point that you confirm to us via telephone, online or in writing that you wish to order services and/or equipment from us. In placing your order, this includes your Agreement to make the full payment of the agreed Upfront Charges in a manner acceptable to us including Debit/Credit card, Faster Payment service, Bankers Automated Credit service or similar direct bank to bank transfer.
36. We may at our sole discretion reject your order for some or all of the services without any liability or responsibility to provide such reason to you.
37. If you select our Installers to conduct a full professional installation, they will undertake the activation of the services and the suitable connection of your wireless access point. When we have established suitable proof of connectivity, we require that you complete the authorisation and signature of our Certificate of Delivery and Acceptance and Schedule of equipment forms whilst our Installer is still with you. In the event that you fail to complete these documents or they are not received by us for any reason, you are deemed to accept these documents as appendices to this Agreement and any other documentation that we have provided to you in relation to the services and for the equipment when the equipment is used to enjoy the services, for example, when the Internet is first accessed.
38. The standard durations of this Agreement will be either for:
 - a. A minimum period of 12 months if you have purchased a Voneus Together service and bought the equipment outright.
 - b. A minimum period of 24 months when you order the services and your equipment is provided under a Contract Rental.
 - c. We may specify a different, bespoke period for short term rental and complex jobs, if we both agree to this and is accepted by us in writing at the time of your order. At the end of the period you will be entitled to terminate the service by giving 30 days written notice to us (further details about leaving the service are set out in Ending this Agreement).

PROVISION OF SERVICES

39. We shall provide and you shall use the services, and equipment, subject to the terms of this Agreement, acceptance of which is acknowledged upon the earlier of your ordering of the services, the completion of the installation or the use of the services.
40. By way of use of the services, you acknowledge that our services are recognised as that of a “mere conduit” as we do not have any impact upon information carried by our services over the Internet.
41. The exact bandwidth and “speed” you experience over any broadband connection will vary depending on how many users there are live on the network at that time, as well as the overall load of the public internet.
42. In supplying the services to you we will use reasonable skill and care but are unable to guarantee fault free performance. We do not warrant that the operation of the services will be uninterrupted, timely, error free or secure or that the services will meet any of your specific requirements.
43. We have the right to change or suspend the services where we reasonably determine that any technical modification to the Network or change in our trading, operating or business practices or policy is necessary to maintain or improve the services which we provide to you.
44. Where we offer services that have unlimited data consumption this does not mean that these tariffs are free from network management protocols which are in place to manage excessive or above average data consumption. All our products (unless they are specifically noted as uncontended or dedicated bandwidth) have systems in place to ensure that at times of peak network activity users who consume substantially more network resource than the majority may have their connection throttled or slowed down. This is common to all broadband services both terrestrial and those operating via satellite, FTTH and W-FTTF. Also at peak times, certain types of resource heavy traffic may be assigned a lower priority on the network.

USE OF THE SERVICES

45. We will try as far as is reasonably possible to keep the 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.
46. If you are a satellite customer, due to the inherent latency involved with satellite communications, certain applications and uses are not recommended over the satellite Broadband services.
47. We make the Broadband services available to you and, if relevant your designated employees or other authorised users and supply to you the equipment on the conditions that:
 - a. They are not used for anything illegal;
 - b. The equipment is not lost or damaged (howsoever caused);
 - c. 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.

FAIR USAGE POLICY

EQUIPMENT

48. We will supply you with the equipment to allow you to receive and enjoy the services.
49. You agree to notify us immediately of any loss or damage to any part of the equipment.
50. When you use your own Customer equipment in conjunction with the equipment, we do not warrant that the equipment is compatible with or will work with your Customer equipment.
51. On termination of this Agreement, or at the end of any Rental period, or on cancellation of any part of the services requiring a part of the equipment, you will within fourteen (14) days of the date of termination or cancellation, unless otherwise agreed with us, return to us at our trading address, at cost to you, our equipment. If you fail to do so, we reserve the right to continue to charge you for the services until the equipment is returned or to charge you an unrecoverable equipment charge.
52. When the equipment is returned to us, it must be in good condition and in full working order. Otherwise, you shall be liable to us for the lesser of the compensation payment set out above, or in circumstances where (in our sole opinion) economic repair is reasonably feasible, the cost of repair and our reasonable expenses in administering such a repair.

INSTALLATION

53. Our published Charges for installation are based upon a UK mainland installation and are subject to site survey. We will give you a site-specific installation quotation in the event that additional travelling times and expenses are likely to be incurred or a non-standard installation is required. If this quotation is not acceptable to you and both Parties are unable to reach Agreement, either Party may cancel the order within fourteen days from the preparation and circulation of this quotation.
54. An installation fee is payable if you move into a property where our equipment is already installed on the building and the fee is that of our standard charge for installation according to the published Charges for installation.
55. If we have agreed with you in writing that a site survey may be required, you will be responsible for settling payment for the survey directly with us on demand, the cost of which shall be additional to any other Charges to be paid to us for the services.
56. Our Installer(s) will have to work both internally and externally at your premises for which they will require suitable access. Therefore, you agree to, at your own expense and in advance of installation:
 - a. Obtain all necessary consents including landlord, occupier and other buildings consents for both access and installation of the equipment and for on-going maintenance of such equipment; and
 - b. Provide full, free and safe access to relevant premises, and a suitable environment for the equipment including all necessary cable ducts and electricity supply;
57. The Installer will fit the equipment and will demonstrate a working system on their PC. They will have no responsibility to configure your PCs or Network as a part of the installation.

58. A standard installation includes the provision of one network connection. Additional network (Ethernet/CAT5) points can usually be provided during the installation visit. Rates are available on request. We can provide a written quotation for more extensive network requirements upon request.
59. If you request us to do so, our Installer can configure your existing wireless LAN or Ethernet routing equipment. Our Charges for such services can be provided on request. Under no circumstances will we accept any responsibility or liability for your existing equipment installation, configuration or maintenance.
60. Our liability with you for any damages or losses whatsoever suffered by you as a result of delayed, cancelled or incomplete installation will not exceed the value of the Installation fee that you have agreed to pay.

PAYMENT FOR THE EQUIPMENT AND SERVICES

61. We do not store credit or debit card or payment account details on any Voneus computer systems or database.
62. The timely payment for equipment, the services and any other such Charges arising properly as a result of this Agreement shall be considered to be of the essence. If you do not pay any Charges as and when they fall due, you accept that you have broken this Agreement and we have the right to terminate this Agreement. This right is in addition to any other legal rights we may have against you, which we may also rely upon.
63. All of our Monthly service Charges are based upon payment by you. In the event that we are unable to receive payment for the Charges for any reason, you provide your consent to us collecting payment by any method, including the use of other direct payment methods or using other information that you have already provided to us.
64. We will normally send you an invoice, invoice schedule or receipt, which could be by e-mail or post, for your services and any other valid Charges plus the Charges for any services used at any earlier time if they have not previously been charged for (for example, service upgrades during a previous billing period already invoiced).
65. We reserve the right at all times to vary the Charges for the services, the equipment and the installation. We will make reasonable efforts to give you written notice before any such change to the charges occurs. If the charges are increasing, we will give you at least 30 days' notice.

NETWORK QUALITY AND FAIR USAGE POLICY

66. You are subject to a NQP during the lifetime of this Agreement.
67. If you are a satellite customer or using a product from Voneus with a download limit, at all times, systems will be in place to measure the volume of inbound and outbound data. If the threshold has been reached, the speed of your Broadband service will automatically be reduced or restricted (sometimes referred to as "Throttling"), either in upload, download or both directions.
68. This condition is for customers with unlimited data and is designed to ensure that excessive use of our service by a minority of customers does not have a negative impact on the quality of service received by the other customers on the same backhaul link.

69. It is not possible to give a specific figure as to what level of usage will be deemed excessive as this is dynamically managed. Typically speaking it would manifest in the form of significant movement of data up and down the line from multiple concurrent connections such as hosting a Windows RDP server or hosting media files on a Torrent network.
70. Where Voneus considers usage to be excessive in terms of download, we will not impose any absolute limit on the amount of data that can be uploaded or downloaded, however we will restrict the connection speed, particularly during peak periods, in order to ensure that sufficient bandwidth remains available to provide a high quality service for all our other customers.
71. Any restrictions added to a customer account can then be removed by the customer agreeing to discontinue their excessive usage by Voneus.

SUSPENDING OR DISCONNECTING THE SERVICES

72. We may at any time:
 - a. 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.
 - b. Before doing this we will give you as much notice as is reasonably practicable in the circumstances and we will also aim to restore the services as soon as reasonably practicable after any temporary suspension.

ENDING THE AGREEMENT

73. Either Party can cancel this Agreement immediately if any of the following happens:
 - a. 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 21 days of written notice to do so;
 - b. After the Minimum Period, in accordance with terms set out in this Agreement
 - c. At the end of this Agreement, you must return any of our equipment that we have asked you to do so.
74. You can end the agreement if you move out of the property where our service(s) are being delivered and cannot obtain a service from Voneus in the property that you move into subsequently.
75. You can end the agreement if you move out of the property where our service(s) are being delivered and move into a property where there is already an active Voneus broadband service being provided.

RIGHT TO CANCEL

76. You have the right to cancel this Agreement from the point that you place your order with us up fourteen days after the you receiving the equipment, your install being completed or your services being activated. This must be done in writing to our main contact office (the Cancellation Notice).

77. If you cancel your order after any or all of the equipment has been delivered to you will be liable for any reasonable Charges associated with the cost of collection and, if necessary, the de-installation, of any installed equipment. As we may offer subsidies or special offers on the equipment or our installation Charges, the collection or de-installation charges may be more than you paid for initial delivery or installation
78. After all of the equipment that we have requested from you is received at our head office we will promptly test and inspect the equipment. Any equipment reasonably deemed by us to be damaged or in any other way faulty, such fault not arising through our liability or by way of equipment failure, we will raise a Charge equivalent to the reduction in value of the impaired equipment whether by way of replacement or repair, whichever is the lower plus our reasonable administration costs,.
79. We will provide you with a final invoice detail any Charges arising and any net balance due to us or payable to you. We will either collect any sums due to us or refund any balance due to you within fourteen (14) days of completing our inspection of the equipment.

INFORMATION AND DATA PROTECTION

80. After you have ordered services from us, in order to access the services, we may provide you with a user identity (User ID) and password. You are responsible for the security and proper use of all User IDs and passwords and must keep them confidential and not disclose them to any third party without first obtaining written authorisation from us.
81. You must inform us immediately if :-
 - a. You suspect that any User ID and password in relation to the services has or may have become known to someone who is not authorised to use it and/or
 - b. You forget a password. Providing that you satisfy any security checks as may be reasonably required by us, we will issue you with a new password.
82. We may at any time, subject to the relevant legal and statutory provisions, use any information that you have provided to us, together with any other relevant information, for the purposes of administration, credit scoring, consumer services, training, marketing, tracking use of our services (including processing call, usage, billing, viewing and interactive data), profiling your usage and purchasing preferences and providing you with services. We may disclose your personal information to any Group Company and our sub-contractors and agents for the above-mentioned purposes. You have a right to ask in writing for a copy of your information (for which we may charge a small fee for information not accessible through our website) and to require us to correct any inaccuracies. We will not pass your information to any other 3rd parties without your written consent.
83. From time to time, we, or a third party acting on our behalf, may contact you by mail, telephone, email or other method with information about our Products and services (including discounts and special offers). If you do not wish to receive marketing or promotional information from us, you must confirm this to us in writing.
84. We will only discuss your account with you or with an authorised user that you have notified us of by email or in writing.
85. We may record or monitor telephone calls to help us to improve our services.

INTELLECTUAL PROPERTY RIGHTS

86. We hereby grant to you a non-exclusive licence to use the Software in executable form only. The licence granted to you under this Agreement is personal to you and may not be sub-licensed, transferred, assigned, or otherwise disposed of.

MAINTENANCE SERVICES

87. Unless we have expressly agreed with you in writing, only our staff or our authorised agents may provide maintenance and repair services for the services and the equipment.

LIABILITY

88. We are legally responsible to you only as set out in this Agreement.
89. Nothing in this Agreement shall remove or limit our liability, or the liability of anyone who works for us, in the event of :
- a. Death or personal injury caused by negligence;
 - b. Fraud;
 - c. Anything which cannot be excluded by law.
90. Our entire liability to you for something we or anyone who works for us does or does not 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 :
- a. £10,000 for damage to property;
 - b. £5,000 for all other losses which are not excluded by any clause in this agreement;
91. 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 and notified to us in any manner.

GENERAL

92. English law will apply to this Agreement and you and we agree to the exclusive jurisdiction of the English courts.
93. If a clause or condition of this Agreement is not legally effective, the rest of this Agreement remains effective.

ASSIGNMENT

94. This Agreement is personal to you and therefore it may not be assigned or transferred by you to any other person without our prior written consent.
95. For commercial and other business reasons, we have the right to assign this Agreement together with any associated rights of access and installation at any time to any company, person or other legal entity.

NOTICES AND COMPLAINTS

96. You may give notice to us by delivering or posting such notice to the address shown on our website under "Contact us" which, at the point of this Agreement is :- Voneus Limited, Southgate Office Village, 1st Floor - Block B, 284A Chase Road, London, N14 6HF, or as otherwise amended from time to time on our website.
97. We are able to give notice to you by delivery, post, and fax transmission or by email to the address and telephone number (as applicable) set out in your request for the services.
98. If you have any complaints about the services or equipment, you can send these in writing to us at the address set out at the head of the Agreement or by email to together@voneus.com.

END OF AGREEMENT