



Secure Web Services Ltd - SWS Broadband Terms and Conditions

This document (together with any other documents referred to in it) contains the Terms and conditions (the “**Terms**”) on which we make our Internet connectivity **Service** (the “**Service**”) available to you. Please read these Terms carefully and make sure that you understand them before ordering and using the **Service**. You agree that as soon as you place an order for the **Service** you will be bound by these Terms.

You should print or retain a copy of these Terms for future reference.

These Terms include the order form specifying the **Service(s)** to be provided and how we will do so on our website order form.

1. WHO WE ARE

- 1.1 This **Service** is provided by Secure Web Services Ltd, a company registered in England and Wales under company number 03923463 with our place of business registered at Brook House, Pennerley, Shrewsbury SY5 0NE. Our VAT number is GB 752924908.

2. WHO YOU ARE

- 2.1 By placing an order for our **Service(s)**, you agree that:
- (a) you are who you say you are and that your name, address and contact details specified in the order form are correct,
 - (b) the email address you provide is valid and that we will be notified if it changes,
 - (c) you are legally capable of entering into this contract;
 - (d) you are at least 18 years old; and
 - (e) you are the legal owner of the premises or you have the permission of the owner to install the equipment.

3. WHAT EQUIPMENT DO WE PROVIDE AND WHAT IS THE INSTALLATION PROCESS?

- 3.1 We provide access to the Internet using FWA (fixed wireless access) technology and long-range microwave signals, which rely on a line of sight connection from our equipment situated on a nearby mast to a combination of two devices (together the “**Equipment**”) installed at your premises, one of which is an external device attached to the outside of your building (the “**Transceiver**”) and the other located inside your premises (the “**Router**”) which connects to the transceiver device via a cable. You may replace the Router with a router of your own choosing but then we will not be responsible for the configuration of your router or the proper functioning of the **Service**.
- 3.2 It is your responsibility to ensure that we have physical access to your premises (together with any relevant permissions) to install the transceiver and, where necessary, route the connection cable to the **Router** through walls or other access points. You must ensure that you have all necessary permissions to install the equipment including those of any landlord, mortgage lender or management company.
- 3.3 If the **Service** is Terminated for any reason then you can, on request, arrange to remove the equipment. This will be subject to a charge which must be paid in advance. There will be a charge for this work (see annex A headed ‘Our Fees’ as amended from time to time) a written quotation will be provided to reflect the actual complexity of the work. For example, if a cherry picker is required then this will be chargeable in addition to the fee above.
- 3.4 The maximum length of the connection between the transceiver and the **Router** cannot be more than 90 metres. The standard installation includes up to 30 metres of cable for a residential installation and 10 metres for a static caravan installation. You should contact us if you believe your installation will require a cable length greater than the standard installation amount specified above.

- 3.5 Standard installation does not include running cable through internal rooms or walls. At installation the **router** will be located in a room on the same side of the house as the transceiver. You should contact us prior to installation if you require the router in a different location – there may be additional costs associated with installing the router in the location of your choice or for equipment necessary to extend the network to this location.
- 3.6 If the equipment is faulty then we will repair or replace it. The standard warranty period for replacement is 12 months following installation, thereafter we will provide you with a written quotation which you must accept prior to any replacement of the equipment. If you damage, anyone acting on your behalf or a contractor damages the equipment, then you will be responsible for the costs of repairing or replacing it and we may also charge a fee for the installation and/or configuration of the replacement equipment. It is your responsibility to look after the equipment properly and to use it only for obtaining the **Service**.
- 3.7 It is your responsibility to ensure that there is an adequate electricity supply for the equipment and that the cable run between the transceiver and the Router is not subject to electromagnetic interference which may affect the quality or speed of the connection. Two sockets (surge protected) are required.
- 3.8 Our standard working hours are **Monday to Friday 9:00am to 5:00pm** excluding public holidays. Through winter our working hours for site visits and other external maintenance will be reduced to reflect safe working daylight hours (the “**Working hours**”.)
- 3.9 When your order is placed our engineers may conduct a survey of your premises to check that we can deliver the **Service** to you and to ensure that we can work safely whilst installing the equipment. The waiting period will depend on your location and possibly the need to make nonstandard preparations, such as use of specialist plant or equipment. The provision of the **Service** itself may be conditional upon the successful completion of a site survey.
- 3.10 During the course of the survey our engineers may determine that the level of **Service** or available bandwidth anticipated is not in fact achievable, in which case you will have the option to :
- (a) cancel the order (and obtain a refund of any fees paid other than a specific site survey cost, if any)
 - (b) accept a different **Service**
 - (c) pay an additional fee to cover the cost of installing a larger Transceiver and/or more powerful equipment.
- 3.11 Where specialist equipment is required in order to install the equipment, such as on a roof or secondary storey, then the cost of this will need to be paid by you. This will be also apply if we have to carry out a future repair.
- 3.12 The **Equipment** may be installed at the same time as the survey is conducted or (more usually) at a later date to be agreed with you. If we are unable to gain access to the premises then we reserve the right to charge a fee for each subsequent visit to your premises, or to cancel your order altogether. See **annex A** headed ‘**Our Fees**’ (as amended from time to time which you can request the latest fees from support@swsbroadband.net.)
- 3.13 Where we provide a date for the survey and/or installation then we will endeavour to do so on that date, but we reserve the right to change that date, for example weather conditions, engineer sickness, engineer reassignment to attend core infrastructure etc.
- 3.14 We reserve the right to change and/or replace the Equipment at any time, whether physically or by updating or replacing any software/firmware in the equipment remotely.
- 3.15 The equipment remains the property of Secure Web Services Ltd at all times and you may not remove any labels or notices to that effect on the equipment.
- 3.16 To ensure the correct use of the equipment and avoid damage, please refer to the manufactures online instruction manual. We will not be responsible for the cost of replacing the equipment when it has been established the fault or repair is due to your misuse. We will provide a quotation to remedy the damage, which will require your acceptance, prior to any repair or replacement of the equipment.
- 3.17 Our acceptance of the **Order Form** does not guarantee that we can provide the **Service**. This is dependent on the successful conclusion of the site survey and availability of backhaul capacity.
- 3.18 If you move premises then you may not remove or move the equipment yourself. If you do move premises then we may not be able to provide the **Service(s)** at your new premises. (A site survey may be required and there may be an additional charge for this site survey.) If you move premises within the fixed initial Term and we cannot provide the **Service** to your new premises then, you will be liable to pay the value of the remaining **Service** plus any outstanding payments.

For example, if you signed up to a **Service** with a 12-month initial fixed term and you cancel the **Service** after 9-months, then you will be liable for the remaining 3-months payments plus any outstanding payments. You can either settle this amount in full when you cancel or continue making your payments until the end of the initial fixed term.

If you have chosen a product without a fixed initial Term then your maximum liability would be 30-days' notice.

4. WHAT DO THE SERVICES COMPRISE AND LIMITS TO THE SERVICE

- 4.1 We will be using the equipment to provide a contended **Service** to you. This means that the bandwidth delivered to your connection may also be available to other users (bandwidth relates to capacity, speed relates to data transfer). While we will endeavour to provide an agreed connection speed, which may vary depending on the distance from your premises to the mast and other variable or transient environmental factors (such as atmospheric conditions and other local signal interference such as trees or new buildings), your effective bandwidth or perceived connection speed may vary and will depend on other users and, of course, the speed of the Internet itself.
- 4.2 As a contended **Service**, we will ensure that the contention ratio does not exceed the capability of the access point that you connect to.
- 4.3 We do not block or restrict access to any Internet ports or **Services**; therefore, it is your responsibility to ensure that any adult or other content restrictions are imposed via controls on your own computers and other devices. You must also install and maintain your own security software.
- 4.4 Please refer to **annex B** which sets out the limit of our technical support for the service that we will provide in return for a standard broadband subscription.
- 4.5 You will ordinarily receive a network IP address which we may change at any time. Due to the non-availability of IPv4 addresses we implement NAT-based routing, this may mean that some Internet-based **Services** will be inaccessible via this network IP address. This should not affect most installations but if it is an issue then please contact us. If we agree in the Order Form to provide a static IP address then we will endeavour to do so but this will depend on the availability of a static IP address. We do not guarantee that a static IP address will remain unchanged, but if we do need to change it then we will give you as much warning as we can. You do not "own" any static IP addresses which we allocate to you and you have not guaranteed right to use or retain the same static IP address.
- 4.6 The **Service** is intended for your own personal use only, which means your use and the other inhabitants of and visitors to your premises. You may not allow anyone else to use the **Service** and must ensure that any Wi-Fi devices are properly secured with strong passwords (this is for your own protection as well). You may not resell or otherwise make the **Service** available to third parties.
- 4.7 To ensure the quality of the **Service** for all our users and to achieve the contracted connection speed we use traffic shaping and control software for these purposes only but we do not monitor your use of the Internet or access the content of your communications. Please note, though, that where we are required by law to impose monitoring then we will do so strictly in accordance with the law.
- 4.8 This means that we are unable to monitor your communications and therefore guard against any viruses, Trojans, malicious software, spam, phishing attacks or other security threats. It is your responsibility to ensure that your computers and devices are protected by firewalls and security software installed and that they are kept up to date and are enabled at all times.
- 4.9 As an Internet **Service** provider it is not our role to enforce any restrictions on how you use the **Service** but if we receive a complaint that your use (or that of anyone which you have allowed to use the **Service**) is illegal or otherwise abusive or threatening then we reserve the right to suspend or otherwise restrict your use of the **Service** while that complaint is considered (it is not our role to investigate the actual complaint or to enforce any requests unless they are pursuant to a lawful direction).
- 4.10 We do reserve the right to suspend, interrupt, limit or Terminate the **Service** where we believe:
 - (a) your use of the **Service** is excessive,
 - (b) your use threatens our security or that of our providers and networks,
 - (c) your computers are being used or controlled by malicious software,
 - (d) you are using the **Service** to carry out illegal activities, or
 - (e) you are sending bulk or unsolicited emails (spam) or other communications as this may result in our IP addresses being blacklisted.

- 4.11 We reserve the right to impose any fair use and/or acceptable use policies on your use of the **Service**, these will only take effect (including any amendments to this) after we notify you of these (either by email or via a notice on our website).
- 4.12 We are not responsible for the configuration or functioning of any devices and/or firewalls which are used on your side of the **Router**.
- 4.13 The **Service** provides your property with a wireless link to our network and access to the internet. We are not responsible for your internal wireless performance, but we can provide information on how to improve your home wireless experience which you can request from support@swsbroadband.net.

5. SERVICE AVAILABILITY

- 5.1 The **Service** will be made available on a continual basis except for periods of planned maintenance and for any emergency maintenance (which may happen at any time). In cases of planned maintenance, we will endeavour to give you prior notice. We do not guarantee an uninterrupted **Service**.
- 5.2 If the **Service** is unavailable for more than 72 hours then our sole liability will be to refund you the **Service** charges for each affected full day, beyond 72 hours, by way of credit against your next invoice.
- 5.3 If you request, and we agree, an engineer visit to investigate a fault and upon investigation it is found not to be a fault with our Equipment or **Service** then we reserve the right to charge you a call out fee, as stated in **annex A** (as amended from time to time). You can also request this by email from support@swsbroadband.net.
- 5.4 Fault resolution is on a first come first served basis and we will respond to a logged fault report within 3 working days. Faults may be logged via the appropriate contact form on our website www.securewebservices.co.uk, by email, via our facebook page www.facebook.com/swsbroadband or by calling our **Service** line on 0333 7000 227.

6. CONSUMER CANCELLATION AND TERMINATION RIGHTS

- 6.1 You can cancel your order any time prior to the installation date, however we reserve the right to charge a fee if the cancellation is received within 24-hours of the installation date. See **annex A** for details.
- 6.2 The contract is for the initial minimum period stated in the order form or **30-days rolling notice**, if it is not stated. You may not Terminate the contract during that initial minimum period and you will be liable to pay all the **Service** charges for that minimum period. After the minimum period, this contract will continue until either of us gives at least one full calendar month's notice in writing to terminate it.
- 6.3 If you are in material breach of this contract and you fail to remedy any breaches within 14 days, where this is capable of remedy, then we may terminate this contract at any time. You will remain liable for the remaining **Service** charges within the initial term, if applicable.
- 6.4 We may also terminate this contract if you are unable to pay any overdue subscriptions or other charges (within the meaning of section 123 of the Insolvency Act 1986) or become insolvent or bankrupt.
- 6.5 The provision and/or continued use of the **Service** may be dependent on you satisfying any credit checks. If you fail a credit check then we reserve the right to cancel the contract or terminate the **Service** and/or ask for the payment of the charges in advance.

7. DATA PROTECTION AND PRIVACY

- 7.1 The details of what information we collect and the use we make of that information is contained in our Privacy Policy which you can access at <http://www.securewebservices.co.uk/privacy-policy>.
- 7.2 We will only process your personal data in accordance with applicable data protection laws and as provided for in these Terms.
- 7.3 If you have any concerns with regard to data protection and our privacy policy then please email support@swsbroadband.net.

8. PRICE AND PAYMENT

- 8.1 The prices for the **Service** are detailed on our website <http://www.securewebservices.co.uk/sws-broadband-packages>.

- 8.2 We reserve the right to change the prices for any individual items at any time. Where you pay a monthly subscription then we may change the price of this at any time on giving you at least 30 days' prior notice.
- 8.3 Any installation fee, setup, survey fee, or replacement equipment fees are payable in advance. All other periodic payments are payable monthly in advance, otherwise our charges will be payable within 14 days of receipt of the relevant invoice.
- 8.4 Prices include VAT (or equivalent local taxes where applicable). If any fees due to us by you are not paid within 14 days then we reserve the right, without prejudice to any other right or remedy we may have, to charge interest on any unpaid monies due at the rate stipulated by The Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time from the date the payment became due until it is paid. If our charges remain unpaid after 30 days, then we reserve the right (in addition to any other remedies we may have) to suspend the **Service**.
- 8.5 You must pay all charges in full and you may not deduct or withhold any payments due to us except as permitted by law.
- 8.6 If you pay by debit or credit card, then you must provide us with as much information as we need to effect that payment. If your card details change then you must notify us of those changes immediately. We may deduct any payments due to us from your nominated cards or bank accounts.
- 8.7 If you pay by direct debit then you must do so from your own account and you must provide us with the direct debit details (including bank account number, sort code, name of bank and name of account holder). You authorise your bank to give us details of your bank account and to inform us if you cancel your direct debit at any time.
- 8.8 If the **Service** is suspended as a result of your failure to comply with these **Terms** then we may charge a reconnection fee as stated in our list of fees see **annex A**, (as amended from time to time).
- 8.9 If we are unable to collect a payment then you will ensure that any missing payments are settled without delay and we reserve the right to charge an administrative fee, as stated in **annex A** (as amended from time to time), which you can request from support@swsbroadband.net, for representing your payment.
- 8.10 If you pay by credit card or direct debit, we will have to disclose your information to your bank or the credit card payment processing agents.
- 8.11 Invoices and other payment notifications will be sent to you by email. If you do not wish to receive invoices by email, then please notify us. We may charge an additional administration fee for posting these to you.

9. WARRANTY AND INDEMNITIES

- 9.1 We do not assume liability for nor do we provide any warranties as to:
 - (a) the content, suitability, quality or otherwise of the Internet or any content provided or accessed through the **Service**, and
 - (b) the suitability of the **Service** for you or your ability to lawfully access the same.
- 9.2 If your use of the **Service** results in a claim against us by a third party for any unlawful use or breach of that third party's rights then you agree to indemnify (compensate) us in full for any costs, claims or damages we incur as a result of this.

10. OUR LIABILITY TO YOU

- 10.1 We supply the **Service** for domestic and private use. If the **service** is used for business or commercial purposes we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunities. For clarity this includes conducting work from home on behalf of your employer.
- 10.2 We do not in any way exclude or limit our liability for:
 - (a) death, or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other matter for which it would be illegal for us to exclude or attempt to exclude or limit our liability.
- 10.3 In all other respects, our total liability to you is limited to no more than the monthly fees paid by you for the **Service**.

11. WRITTEN COMMUNICATIONS

- 11.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication. Any notices given by electronic means to us will only be deemed to be served when receipt has been confirmed by us (but not via an automatic notification or “out of office” reply).

12. NOTICES AND COMMUNICATIONS

- 12.1 All notices given by you to us must be given to Secure Web Services Ltd at:

By post: Secure Web Services Ltd
 Brook House
 Pennerley
 Shrewsbury
 SY5 ONE

By email: support@swsbroadband.net

- 12.2 We may give notice to you at either the email or postal address you provide to us when placing an order. Notice will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the delivery of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee and that delivery was not rejected or otherwise failed. Any notices sent to us by email will only be deemed to be valid if we have acknowledged receipt of the email. It is your responsibility to ensure we have received your communication.

13. TRANSFER OF RIGHTS AND OBLIGATIONS

- 13.1 We may transfer our rights and obligations under these terms to another organisation, but this will not affect your rights or our obligations.
- 13.2 You may only transfer your rights and obligations under these Terms if we agree to this in writing.

14. EVENTS OUTSIDE OUR CONTROL

- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms which is caused by events outside our reasonable control (a “**Force Majeure Event**”).
- 14.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular the following:
- (a) strikes, lock-outs or other industrial action;
 - (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - (c) fire, explosion, storm, adverse weather conditions, flood, earthquake, subsidence, epidemic or other natural disaster;
 - (d) impossibility of the use of public or private telecommunications networks or degradation thereof; and
 - (e) the acts, decrees, legislation, regulations or restrictions of any government.
 - (f) line of sight obstructions that occur post installation, for example tree growth or a new building development.
- 14.3 Our performance under these Terms is deemed to be suspended for the period that the Force Majeure Event continues. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution or work around. If a Force Majeure Event persists for more than 30 days, then either party may terminate these Terms on giving notice in writing to the other party.

15. WAIVER

- 15.1 If we fail at any time to insist upon strict performance of any of your obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled then this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
- 15.2 A waiver by us of any default will not constitute a waiver of any subsequent default.
- 15.3 No waiver by us of any of these Terms will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 12 above.

16. SEVERABILITY

- 16.1 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent then that provision will be severed from the rest of these Terms, which will continue to be valid to the fullest extent permitted by law.

17. ENTIRE AGREEMENT AND INTERPRETATION

- 17.1 These Terms and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of these Terms.
- 17.2 We each acknowledge that, in entering these Terms, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these Terms or the documents referred to in them.
- 17.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract only.
- 17.4 Where a list is given or the word “including” is used then this is not intended to be an exhaustive list.

18. LAW AND JURISDICTION

- 18.1 These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with the Terms or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

19. THIRD PARTY RIGHTS

- 19.1 A person who is not party to these Terms and conditions or a contract shall not have any rights under or in connection with them under the contracts (Rights of Third Parties) Act 1999.

ANNEX A

OUR FEES











Additional Services











Item	Chargeable Description	Amount (£ inc VAT)
1	Pre-survey, or cancellation within 24 hours of the installation date.	£75.00
2	Repeat survey (due to changed circumstances or failure to provide access)	£75.00
3	Non fault or third party damage call-out fee (Minimum)	£75.00
3	Cherry picker hire (Full day) – (Max cost dependent on type and duration)	£ 500.00
4	Equipment removal request (Standard Fee)	£75.00
5	Non SWS fault repairs – minimum fee	£75.00
6	Static IP Setup	£48.00
7	Static IP address (monthly charge)	£2.00
8	Reconnection fee	£20.00
9	Failed direct debit (per event)	£10.00
10	Replacement router	£40.00 #
11	Replacement antenna	£120.00 ##
12	Replacement POE	FOC

Priced may vary due to manufacturer, model, exchange rates and supplier availability

Free except damage incurred by you or your contractor, in which case we will provide a quotation for repair or replacement

What we support - within your standard subscription

Item	Fully	Partial	No
 <p>External SWS transceiver</p>			
 <p>Router supplied by SWS</p>			
 <p>Internal wireless range</p>		 <p>Advice on improving the range. Telephone & email support only.</p> <p>Equipment, WiFi surveys, installations and support visits are chargeable</p>	
 <p>Customers own router</p>		 <p>Basic configuration support only</p>	
 <p>Access Points supplied by SWS</p>		 <p>Basic configuration support only</p> <p>Visits to resolve problems following successful installation and commissioning may be chargeable</p>	

 <p>Home Network extenders supplied by SWS</p>		 <p>Basic configuration support only Visits to resolve problems following successful installation and commissioning may be chargeable</p>	
 <p>Laptop, Smart phones and Tablets</p>		 <p>Wireless connectivity only</p>	
 <p>Customers own powerline adaptors</p>		 <p>Basic configuration support only Visits chargeable</p>	
 <p>Wireless Printer setup</p>			 <p>Refer to the manufacturers set up guidance</p>
 <p>Gaming Consoles</p>			 <p>Routable IP allocation and port forwarding only</p>

END