



## **Secure Web Services Ltd - Terms and Conditions**

You must read our terms and conditions carefully before ordering our wireless service. You will be asked to confirm you have read and understood these conditions before your order can be accepted. By signing the Broadband Agreement, you will be agreeing to be bound by these terms and conditions.

### **Definitions**

As you read the terms and conditions of this Agreement, please note that:

**"SWS", "we", "our", "ourselves" and "us"** refers to Secure Web Services Limited

**"You", "your" and "yourself"** refers to the person or business who orders our wireless broadband service and enters into this Agreement.

**"SWS Website"** means the website owned by us and located at <https://www.swsbroadband.net>

**"In writing" or "written notice"** means either by mail service or email.

**"Monthly Payment Amount"** means any sums due from you to us under the Agreement as set out in the Order Form.

**"Equipment"** means any of our equipment including (without limitation) aerials, cabling, routers and our Wireless Radio unit that we supply to you under this Agreement to enable you to receive our Service.

**"Internet"** means the worldwide interconnection of individual networks, which have an agreement on how to talk to each other, and are operated by government, industry, academia, and private parties.

**"Minimum Term"** means either 24 months or the minimum term specified on your Order Form.

**"Order Form"** means the form provided to you by us specifying, amongst other things, the Monthly Payment Amount, Minimum Term and your details.

**"Property"** means the address to which the Service will be delivered.

**"Service"** means the service you have ordered as detailed on your Order Form and is our broadband Internet service or interconnect and/or VOIP telephone service that we deliver to you via the Equipment.

**"Signal"** means the radiated bandwidth signal transmitted from our radio mast(s) and used to carry digital data.

### **Installation of our Equipment**

1. Our obligation to provide the Service to you is subject to survey, when you confirm to us that you wish to receive our Service we will send an engineer to conduct a survey at the Property. The purpose of the survey is to establish if the installation of the necessary equipment will be a standard or non-standard installation. A person who is over 18 and able to make decisions on your behalf must be present when we conduct the survey.

The engineer will visit at a mutually agreeable time and will need access to your premises including some parts of your roof. If the engineer cannot visit at the agreed time we shall contact you to arrange a new appointment. We shall not be liable to you for any delay in surveying, installing and/or connecting the Equipment.

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2. In the event that it is determined that the installation will be a standard installation, this may carry a fixed installation fee which will be detailed on your Order Form payable by you in advance of the installation. The standard installation fee is non-refundable. For the avoidance of doubt, any installation that constitutes a standard installation is described on our website here.
3. In the event that it is determined that the installation will be a non-standard installation, we will provide details of the cost of the non-standard installation which will be payable by you in advance of the installation. The non-standard installation fee is non-refundable.
4. You agree to make your premises as safe as possible before our engineer arrives to install the Equipment. Any hazards or concerns you have which may affect the safety of our engineer, particularly if they need access to your roof, must be notified to the engineer or us before they begin work.
5. You confirm that you have the rights to grant permission for us to access your property install, maintain, repair, adjust, add to and remove our Equipment on your property.
6. If we need to access or install our Equipment on someone else's property you must first gain permission from the owner of the property and make the necessary arrangements for us to access their property in advance of our visit. SWS make every effort to comply with UK planning guidelines, but if any specific regulations need to be complied with or any specific planning permission is needed, it is your responsibility to fulfil these obligations. A person over the age of 18 must be present during the installation stage. He or she may be required to show the engineer the location of a suitable electrical supply to enable the Equipment to function as well as any other facilities which the engineer may reasonably ask for.
7. Before we can provide you with the Service, we need to successfully complete the following steps:
  - (a) test the wireless Signal is strong enough for our Equipment to receive the Service (where you are receiving wireless Service);
  - (b) install the Equipment;
  - (c) test the Equipment; and (d) activate the Service.
8. If for any reason we cannot successfully connect you to the Service at the installation stage, the engineer shall remove any Equipment they have just installed. You accept that prior to installation we cannot guarantee the Service will work. Accordingly, you will not hold us liable for any inconvenience caused or minor damage to walls or brickwork created as a result of fitting the Equipment.

### **Our Service**

9. In exchange for paying the charges as set out in the Charges section below and complying with the terms and conditions of this Agreement we shall provide you with our Service.
10. When providing the Service we will use reasonable skill and care of a competent service provider. However, in supplying the Service we cannot guarantee you a fault free performance or a constant connection to the Internet. Accordingly, we are not liable for any consequences arising from a specific level of Service performance not being achieved or maintained, including but not limited to any of the following:

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- (a) loss of Service through fluctuations in the quality and/or strength of the Signal; or
  - (b) loss of Service if our service provider temporarily ceases to provide us with a Signal; or
  - (c) reductions in the speed of the Service; or
  - (d) suspension of the Service for operational reasons e.g. for repairs, maintenance or upgrades.
11. We may have to temporarily suspend the Service if either we, or our service provider, need to carry out repairs, maintenance or upgrades to the Service or Signal. Before the Service is suspended we will endeavour to give you as much notice as we can. We look to restore the Service as soon as possible after operation work has completed. If we cannot restore the Service after 7 days, and that failure is not due to matters beyond our reasonable control, you may terminate this Agreement without any additional charge on giving us written notice in accordance with clause 49. In the event of third party failure meaning that we have to close down our network and cease to provide the Service we will use reasonable endeavours to deliver an alternative solution but where not such solution is available we will terminate this Agreement with 60 days notice. Termination under this clause 10 will not result in additional charges payable by you under the Agreement once we have ceased to provide the Service.
12. We may have to alter technical specifications associated with the Service for operational reasons, and where we need to tell you about this we will give you as much notice as we can.
13. You agree that you will notify us of any defect in the operation or performance of the Service by email to [support@securewebservices.co.uk](mailto:support@securewebservices.co.uk) or by post. Where it is not possible to correct a defect remotely over the telephone, we will use reasonable endeavours to despatch an engineer to correct the fault.
14. It is your responsibility to ensure that your equipment (including but not limited to your PC) is compatible with the Service and conforms to our recommended minimum specifications (details of which appear on the SWS Website).
- (a) All equipment should be protected by a surge suppressor. If not, all guarantees made by us are invalid.
  - (b) You are liable for any damage to our Equipment caused by your failure to adequately protect it or from accidental damage you cause.
15. You remain liable to pay all charges when you are unable to access the Service unless the reason you are unable to access the Service is wholly attributable to our negligence or wilful default or omission.
16. On expiry of the Minimum Term, the Agreement will renew for rolling successive periods of 30 days, each a **“Renewal Period”**. 30 days’ notice is required to terminate the Agreement following the expiration of the Minimum Term.

If you are a consumer – i.e. a domestic customer who is not receiving the Service for your business, you have a right to terminate this Agreement within 14 days of commencement of the Agreement for any reason (**“the cooling-off period”**). If we have already started to provide the Service, you will still have to pay us the full costs of the Service you have received up to the cancellation. You will also need to pay any costs relating to a standard or non-standard installation. In order to cancel the Service, you must provide notice to us by calling us at: 0330 700 0227.

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### Use of the Service

17. You must take responsibility for how the Service is used. You must ensure that neither you nor any other person who has access to your Service uses the Service to:

- (a) send or receive any material which is offensive, abusive, indecent, defamatory, obscene, menacing, fraudulent or illegal;
- (b) cause annoyance, inconvenience or needless anxiety in respect of any other person;
- (c) send or receive or publish any material which is illegal and/or grossly obscene (including without limitation child pornography);
- (d) spam or send unsolicited promotional material to any third party;
- (e) perform any illegal act or contravene any laws, licence or third party rights (including without limitation downloading material protected by any intellectual property right or hacking into secure web-sites without the consent of the owner);
- (f) re-sell, transfer, assign, or sub-licence the Service (or any part of it) to any third party;
- (g) do anything which does not comply with our Acceptable Use Policy which can be accessed via the SWS Website and which may be subject to change from time to time;
- (h) resell any part of our service to any third party; or (i) to directly compete with our internet services.

If we have reason to believe that you are using or permitting the Service to be used in a manner that is contrary to the ways listed above or any of our policies including our Acceptable Use Policy, we may immediately suspend you from the Service and/or terminate this Agreement. In such event you shall not be entitled to a refund for loss of Service and shall only be re-connected once we are satisfied that you will not breach this Agreement again.

18. You agree to fully indemnify us in respect of all damages, claims and losses which directly or indirectly arise as a result of your misuse of the Services or failure to prevent misuse of the Services by others, or any other breach by you of your obligations under this Agreement.

### Security

19. You will be provided with a username and password to allow you to access the Service. You will be responsible for any use of the Service which is accessed via your password. Accordingly, you must keep your password confidential and must not permit any unauthorised third party to use the Service on your behalf. You agree to immediately notify us of any unauthorised use of the Service or your account or any other breach of security known to you.

### Equipment

20. In supplying you with the Service we may offer to sell to you some or all of the Equipment. If you purchase such Equipment you will own it whether or not you continue to use the Service. In all other cases any Equipment supplied under this Agreement remains our property and we retain title and ownership of the Equipment at all times. Unless otherwise agreed in writing you may not sell or dispose of our Equipment or do anything with it other than use it to receive the Service in accordance with this Agreement.

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21. You agree that you will be responsible for care of the Equipment we provide you for the purpose of receiving the Service, whether or not that Equipment is attached to your property. You agree to use the Equipment in accordance with any instructions, safety and security procedures applicable to it.
  - (a) All Equipment supplied unless explicitly stated remains our property and may be used to provide on-going services to our benefit.
  - (b) You will keep any information about the location or use of our Equipment confidential, you will not pass this information on to any third party except those required by law.
22. If you damage the Equipment in any way we are entitled to charge you for the cost of such Equipment and/or to retain any money we hold to your credit and use that money towards the cost of the Equipment.
23. Upon termination of this Agreement or indefinite suspension of the Service you must immediately surrender the Equipment. We shall notify you of the times our engineer will be able to come to the property to remove the Equipment. You will agree with us which of these times you will provide us access to the property and you promise to ensure that a person over the age of 18 is present at the property during the removal. If you fail to allow the engineer access to the property after the termination of this Agreement or the disconnection of the Services, we are entitled to charge you for the cost of such Equipment and/or to retain any money we hold to your credit and use that money towards the cost of the Equipment. If we remove the equipment you will be charged 20% of your original installation charge.
24. All Equipment is supplied to us by third parties, and is therefore covered by the relevant manufacturer's warranties. We will not be liable in any way for any loss or damage which is caused to your own equipment or apparatus arising as a result of its use in conjunction with our Equipment. If there is a fault with the Equipment you shall call our customer fault line (details of which appear on the SWS Website) and if it is a problem we cannot repair remotely we shall arrange to send an engineer to your property to repair or replace the faulty Equipment. Provided you are not responsible for the fault we shall repair it free of charge. In all other cases we reserve the right to apply a charge to fix the fault, details of which can be found on the SWS Website.

### **Payment**

25. You will be responsible for paying the Monthly Payment Amount for the Service by Direct Debit. Accounts not settled by Direct Debit will incur a processing fee. If your account is settled from a business account and you are unable to authorise a Direct Debit you will be exempt from the processing fee, it is your responsibility to inform SWS if these are your circumstances.
26. We reserve the right to change the charges or payment methods from time to time on giving you 60 days notice in writing. If you are unhappy with the new terms you have the right of cancel, giving 30 days notice.
27. The Monthly Payment amount is due on the day of the month specified on the Order Form or within 30 days of invoice where payment is not made by direct debit.

### **Accessing your property**

28. From time to time we may need to access your property to carry out inspection, maintenance checks, repairs or upgrades to the Equipment. We shall also need access to your property to remove the Equipment upon termination of this Agreement.

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29. We shall arrange a mutually agreeable time to visit your property and promise to cause as little disturbance as possible when carrying out our work. You also agree to give our engineers permission to enter your property upon their arrival as well as any assistance they may reasonably require during their visit.

### **Our Liability**

30. The following provisions set out our entire liability (including any liability for the acts and omissions of our employees, agents or sub-contractors) to you in respect of:

- (a) any breach of our contractual obligations arising under this Agreement; and
- (b) any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement,

Throughout this liability section, any act or omission on the part of us or our employees or agents or subcontractors falling within either (a) or (b) above shall be known as an "Event of Default".

31. You agree that you are accepting these terms and conditions in the knowledge that our liability is limited and that the prices and charges payable by you have been calculated accordingly.

32. We do not exclude or limit our liability to you for:

- (a) personal injury (including sickness and death) resulting from our acts or omissions to the extent that such
- (b) injury results from the negligence or wilful default of ourselves or our agents working on our behalf;
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) any breach of our obligations under Part 1 of the Consumer Protection Act 1987; or
- (e) fraudulent misrepresentation.

33. You will not hold us responsible in respect of any Event of Default for any consequential loss including but not limited to the following heads of loss:

- (a) lost profit;
- (b) lost business;
- (c) lost opportunity;
- (d) loss of goodwill;
- (e) loss of reputation;
- (f) loss of revenue or savings you expect to make;
- (g) liability to third parties; or
- (h) wasted expenditure or data being lost or corrupted.

34. We do not have any liability to you (including liability for negligence) for the acts or omissions of our service provider or for faults or failures in their network or equipment.

35. We exclude all liability in respect of the accuracy, completeness, fitness for purpose or legality of any information accessed using the Services, and we exclude all liability of any kind for the transmission, or the reception of, or the failure to transmit, or to receive any material of whatever nature via the Service.

36. Subject to the limits set out in clause 34 below we shall accept liability to you in respect of any damage to your tangible property resulting from the negligence of us or our employees or agents or sub-contractors.

37. Any liability we have to you of any sort is limited to the greater of 125% of either:

- (a) the charges paid by you for the Service in the 12 months preceding the date on which the liability first arose; or

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- (b) the charges we would have expected you to pay over a 12 month period if you have not received the Services for a full year.
- 38. If the number of Events of Default gives rise to substantially the same loss then they shall be regarded as giving rise to only one claim under this Agreement.
- 39. Except in the case of an Event of Default arising under clause 36 above we shall have no liability to you in respect of any Event of Default unless you serve us with written notice of it within six (6) weeks of the date you become aware of the circumstances giving rise to the Event of Default or the date when you ought reasonably to have become so aware.
- 40. You acknowledge that the Service is not guaranteed to be fault free. When using the Service you agree that you do so without any conditions, guarantees, warranties, whether express or implied including but not limited to any warranties or conditions as to satisfactory quality or fitness for a particular purpose, which are expressly excluded to the maximum extent permitted by law.
- 41. Nothing in this Agreement shall affect your statutory rights. **Suspension of the Services**
- 42. We may immediately suspend the Service if we need to carry out maintenance, repairs or upgrade work pursuant to clause 9.
- 43. We may immediately suspend the Service if you commit any of the following acts:
  - (a) you misuse the Service by committing any one of the acts listed in clause 20 or any of the acts which are prohibited in the Acceptable Use Policy;
  - (b) you damage the Equipment;
  - (c) you do not pay the charges for the Service when they are due; or
  - (d) you breach this Agreement in any way.
- 44. If you commit any of the acts listed above in clause 46 you shall continue to be charged for the Service during the period of the suspension. We shall not resume the Service until you have either remedied the breach or we are satisfied that you will not breach this Agreement again.

### Termination

- 45. Before the Service has been activated you may immediately terminate this Agreement provided that you pay the installation charge if the Equipment has been successfully installed and is capable of delivering the Service.
- 46. After the Service has been activated this Agreement can be ended by:
  - (a) either of us giving 30 (thirty) days written notice to the other if no Minimum Term is in force; or
  - (b) you giving us 30 (thirty) days written notice if under clause 52 we inform you we are increasing our charges or changing the conditions of this Agreement to your detriment.
- 47. We may terminate this Agreement with immediate effect in the event that:
  - (a) you breach this Agreement and such breach is either incapable of remedy or you fail to remedy the breach within a reasonable time of a written notice to do so;
  - (b) the Service is suspended pursuant to clause 46 or 47; or
  - (c) you have taken out a Service in the course of business and are the subject of a bankruptcy order, or become insolvent, or make any arrangement or composition with or assignment for the benefit of your creditors, or go into voluntary (otherwise than for reconstruction or amalgamation), or compulsory liquidation or a receiver or administrator is appointed over your assets.

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48. Except as provided in clause 12, upon termination of this Agreement you shall continue to be liable to pay us any outstanding charges for the Service including charges which fall due during any notice period you are required to give. All charges are non-refundable. We will be entitled to retain any money (including deposit monies and/or advance payments) held by us, and to apply that money towards any obligation or debt, which you may owe to us.

#### **Variations to this Agreement**

49. We reserve the right to vary the terms of this Agreement at any time and we will inform you of any such changes through e-mail, newsletter or such other medium, as we consider appropriate. We will give you at least thirty (30) days' notice of any changes before they take effect. If we exercise any of our rights under this condition and any such variation presents a material change, you can end this Agreement under clause 49, if you are a consumer or you are a micro-business as defined by Ofcom, you may end this Agreement under clause 49 unless any variations under this clause are for your exclusive benefit.

#### **Moving to another property**

50. If you move from the property at which we install the Equipment, and you wish to continue to receive the Service, we shall terminate your Service and you will be required to register again for the Service at your new property. You agree to notify us of any proposed move by giving us thirty (30) days advance written notice.

#### **Data Protection**

51. We are registered in accordance with the United Kingdom Data Protection Act of 1998. We use industry standard procedures to protect your personal information and keep it secure.
52. In order to operate and provide you with a Service, which includes functions such as back office billing, you agree to allow us pass your personal information to other parties. We undertake that this information will not be used for any commercial purposes such as direct mailing, mailing lists, or used to send you information unrelated to our Service. We do not sell, trade or rent your personal information to others. If a Grant has been received for this service from local county council we may at our discretion share information relating to the type of service that you have taken with us.
53. Use of your personal information will be in accordance with our privacy policy (which can be accessed from the SWS Website). Other than as required by law, or as permitted under this Agreement, we shall not disclose your personal information to any third party without your permission.
54. From time to time we may, without notice to you, review or check your use of the Service where we are required to do so to ensure compliance with any applicable laws, regulations, court orders, or requirements of any governmental, regulatory or supervisory body, and for our own purposes including to ensure compliance with this Agreement.

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## General

53. Neither party will be liable to the other for delay or failure to perform its obligations under this Agreement by a matter which is beyond its reasonable control (including without limitation severe weather, storms, floods, strikes, industrial disputes, war, riot, malicious damage, compliance with any law or governmental order, rule, regulation or direction). If these matters continue for more than one (1) month either party shall be entitled to terminate this Agreement.
54. Any notice, invoice or other document, which may be given by either party under this Agreement, shall be sent by email or prepaid first class post. Notices to us shall be sent to our office address (which can be accessed from the SWS Website). Notices to you shall be sent to your last known address. Correctly addressed notices sent by email will be deemed to be delivered immediately upon sending; and by post will be deemed delivered 48 hours after posting.
55. You may not assign, transfer, sub-contract, charge or licence this Agreement or any of its rights or obligations under it, without our prior written consent. We reserve the right at any time to assign, transfer, charge, subcontract or otherwise transfer our obligations under this Agreement or any of its rights under it.
56. This Agreement, and the documents referred to in it, constitute the entire agreement and understanding of the parties and supersede any previous agreement between the parties relating to the subject matter of this Agreement.
57. Each of the parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement. The only remedy available to it for breach of any warranties shall be for breach of contract under the terms of this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.
58. If an English or Welsh court should find any provision of this Agreement to be invalid or unenforceable, but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable. Such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.
59. No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party who is not party to this Agreement.
60. Failure by either party to enforce any of its rights under this Agreement shall not be taken as or deemed to be a waiver of that right.
61. Details of our disputes and complaints resolution process and how to contact the Ombudsman Services can be found in our Complaints Code of conduct on our site at [www.securewebservices.co.uk](http://www.securewebservices.co.uk) or upon request by contacting our customer services.
62. The laws of England and Wales shall govern this Agreement. Both parties submit to the exclusive jurisdiction of the English or Welsh courts.

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## 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 &amp; 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>