



## **Bush Broadband Limited**

### **Customer Information Pack & Order Form**

**Thank you for your interest in our services. Our mission is to bring fast broadband (greater than 10Mbps) to those areas which cannot access these speeds via a landline.**

**We do this in two ways:**

1. We use a broadband radio to connect a remote house or office to a nearby radio mast, giving typical download speeds of between 10 and 30Mbps and offering a broadband service with a monthly data allowance.
2. We identify a cluster of eight or more properties within sight of one another and connect the group via a shared radio, resulting in similar speeds but with cheaper and potentially unlimited data allowances.

**PLEASE NOTE:** You might qualify for a grant to cover the cost of installation and set-up. Please send us an email to find out more.

#### **Single Property Fast Radio Broadband Prices (short term contract with 90 days' notice)**

- 18GB Monthly                      £32 per month incl. VAT - set up charge from £350 plus VAT
- 32GB Monthly                      £40 per month incl. VAT - set up charge from £350 plus VAT

#### **Single Property Fast Radio Broadband Prices (minimum 12 month contract)**

- 50GB Monthly                      £55 per month incl. VAT - set up charge from £350 plus VAT
- 100GB Monthly                      £110 per month incl. VAT - set up charge from £350 plus VAT

We can offer - 200GB allowances or more, please enquire.

\* Data Add-Ons cost £15 for 10GB which lasts till 9<sup>th</sup> of the month.

**Set-up Charge** depends on the strength of the radio signal available at your location from £350 plus VAT.

**Site Survey** may be required depending on location – cost £50 plus VAT

#### **Community Broadband Prices (minimum 12 month contract)**

- Light user** (up to 20GB per month) £20 per month plus VAT
  - Regular user** (20 – 50GB per month) £30 per month plus VAT
  - Heavy user** (50-500GB per month) £40 per month plus VAT
  - Super user** (Over 500GB per month) £60 per month plus VAT
- **Set-up Charge** depends on the strength of the radio signal available at your location from £350 plus VAT.
  - **Site Survey** may be required depending on location – cost £50 plus VAT

**Complete the form** on the next page and email it to [info@bushbroadband.com](mailto:info@bushbroadband.com) or print the form and post to the address below.

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Linnacombe Farm Sourton Cross Okehampton EX20 4HX  
[info@bushbroadband.com](mailto:info@bushbroadband.com) Tel 0757 656 4242 [www.bushbroadband.com](http://www.bushbroadband.com)  
Registered Company No. 05119872 VAT No. 264301529

# BUSH BROADBAND LIMITED - ORDER FORM



Monthly Allowance Chosen Up To                      GB    Voucher Code:

Your Name:

Email Address:

Postal Address:

Postcode:

Telephone:

Your Signature:

Date:

**Our Contract and Service Level Agreement are provided on the following pages your signature on this order form indicates that you have read and understood our terms and conditions and that you agree to them.**

## Notes for Customers

*Here are a few of the things that crop up with fast broadband for those who are new to the experience.*

**Data Usage** - Using radio broadband we are measuring the amount of data transferred as a basis for billing. To give you an idea 1Gb (Gigabyte) = 1000 Mb (Megabytes)

- Download one music track                      = 4MB so 250 music tracks = 1GB
- One 4 minute YouTube video                      = 16MB so 60 minutes on YouTube = 1GB
- Browse Facebook for an hour                      = 20MB (without videos) so 50 hours on Facebook = 1GB
- One hour on Google Maps                      = 60MB so 17 hours on Google Maps = 1GB
- One 30 min episode of EastEnders                      = 100MB so 10 episodes = 1GB (**not** in High Definition)
- One hour of Skype                      = 250MB so 4 hrs on Skype = 1GB

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**Single Property Users** - Your new EE data allowance starts on the 9<sup>th</sup> of each month.

**Single Property Users** - Your Vodafone data allowance starts on the 14<sup>th</sup> of each month.

**Community Users** – Your allowances refreshes on 1<sup>st</sup> of each month

To find out what EE allowance you have left go to <http://add-on.ee.co.uk>

To find out what Vodafone allowance you have left send an email to [info@bushbroadband.com](mailto:info@bushbroadband.com)

## Unexpected Data Usage

- 1. Some customers get through their data allowance very quickly and are surprised. We usually find in these situations that a program is running in the background on an i-phone or apple computer. Some machines are set to automatically back up all music, video and picture files to the “cloud”. To avoid excessive data usage you can turn off these automatic back-up operations on phones and computers.
- 2. Another hidden data use is automatic software updates. Microsoft have been automatically downloading Windows version 10 onto computers without asking permission! This activity and other software updates can cause unknown data usage from your allowance.
- 3. If you watch Facebook the videos automatically stream eating up data that you may not want to use. In settings on Facebook you can turn off the “automatically show videos” preference.
- 4. If you watch i-player or other video streaming using broadband can you choose **not** to watch in HD (High Definition) which can use four times more data? BBC i-player increases the definition of their videos automatically if you have a fast connection speed.

## Internet Watch Foundation – 18+ Content Block

Your Internet Service Provider can supply a broadband package with an 18+ content block in place. This can limit access to some television programs, internet sites and on-line content that you may wish to block on your system.

Please feel free to ask at any time if you wish us to add or remove this block and we will arrange this with your ISP.

Even with this block in place your ISP will not guarantee that inappropriate content is not accessible via the internet.

Any questions please email – [info@bushbroadband.com](mailto:info@bushbroadband.com)

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# BUSH BROADBAND LIMITED

## SERVICES CONTRACT

### DEFINITIONS USED

1. In this document, these words have the following meanings:
2. "We", "we", "Our", "our", "Us" and "us" refers to Bush Broadband Limited.
3. "You", "you", "Your", "your", "Yourself" and "yourself" refers to you, the customer; separately both you and we may be 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.
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 76;
11. "Equipment" includes, but is not limited to wireless radios; items of hardware and software otherwise covered under this Agreement; and 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. "Fair Use Policy" 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 Bush Broadband Limited and any subsidiary of any such holding company as may exist from time to time;
15. "Installer" or "Engineer" is the person or team that we select to install and commission the equipment if you select us to install your equipment;
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 38 ;
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

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services and equipment we offer including the usage rates for the services and any and all other additional Charges;

29. "service(s)", any services accessible over the internet 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;

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.

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 to us.

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 Customer Completion Form 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 one year with a rolling 60 day notice period after that initial term.

## **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

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who consume substantially more network resource than the majority may have their connection throttled or slowed down. Also at peak times, certain types of resource heavy traffic maybe 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.

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 ON 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 grant us access to remove the equipment if we choose to reuse it for another customer. If we do not require the equipment we will let you know and you can choose to keep it or pass it on to a third party.

52. If you terminate this agreement before the minimum term of your contract you will be charged an equipment removal fee of £350 plus VAT.

## **INSTALLATION**

53. Our published Charges for installation are based upon a UK mainland installation with up to 25 metres of cabling and are subject to site survey. We will give you a site-specific installation quotation in the event that additional travelling times, cabling or other expenses are likely to be incurred or a non-standard installation is required. If this new 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 that extra charges are required, these will be payable at the same time as the standard installation fee.

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.

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58. A standard installation includes the provision of one network connection. Additional network (Ethernet/CAT5/Router/Switch) points can sometimes be provided during the installation visit by our engineer. Our engineer will give you a quote for such works and if you choose to take up their services this will be a contract between you and our engineer. Bush Broadband will not guarantee any Ethernet or cabling works beyond the single Ethernet point of a standard installation. If you prefer we can provide a written quotation for more extensive network requirements upon request which will require a second visit.

59. If you request us to do so, our Installer can configure your existing wireless LAN or Ethernet routing equipment. Their Charges for such services can be provided on request. This will be a contract between you and the installer. 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 any customer bank account details on any Bush Broadband computer or database. These details are held by Lloyds Bank Plc and their approved Direct Debit service providers.

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 utmost importance. 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 to be transferred into our account by the due date.

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, data add-ons or 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 14 days' notice.

### **NETWORK QUALITY AND FAIR USAGE POLICY**

66. You are subject to a Fair Usage Policy during the lifetime of this Agreement.

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 Bush Broadband considers usage to be excessive in terms of download, we may stipulate an absolute limit on the amount of data that can be uploaded or downloaded in any period, in addition we may 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 or increasing their data allowance or bandwidth purchased from Bush Broadband.

### **SUSPENDING OR DISCONNECTING THE SERVICES**

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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, with 60 days' notice 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 arrange for the new residents to take on our broadband service as long as there is no more than 7 days break between the end of your service and the start of the new residents' service.

### **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 you receive 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 installed or delivered 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 detailing 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 or 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

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(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. If we discuss your account with you or with an authorised user that you have notified us of, by telephone, email or in writing we will not ask for your user ID or password. Please never give out your user ID or password by phone or email to anyone asking for this information.

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 sublicensed, 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.

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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 :- Bush Broadband Limited, Linnacombe Farm, Sourton, Okehampton EX20 4HX, 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 [info@bushbroadband.com](mailto:info@bushbroadband.com)

# **Bush Broadband Limited- Service Level Agreement**

## **1. Interpretation**

1.1 The Broadband Solution (referred to in these Terms as "Broadband" or the "Solution") is provided in accordance with the Customer's Agreement with Bush Broadband.

1.2 Solution Description: The Broadband Solution Description forms part of this Service Level Agreement.

1.3 Order Form: The customer must complete the Order Form prior to provision of the Solution by Bush Broadband. This document forms part of these Solution Terms.

## **2. Definitions**

- LTE or 5GHz Radio – The Radio is a device that sends and receives a broadband signal at a customer premises. Bush Broadband will tune this radio into one of a number of internet service providers' radio signals from masts which are situated across the country.
- Access Point Name (APN) - A set of rules which Bush Broadband provisions within its Network determining how a customer's radio data traffic should be handled.
- Digital Distribution Frame (DDF) Equipment or Customer Equipment on the Customer premises which may be used to physically connect the cable(s) from the NTE with those from the Installed Equipment.
- Bush Broadband Network Termination Point - Physical point at Customer premises where responsibility and liability for support and maintenance of Broadband Solution passes from Bush Broadband to Customer, i.e. where NTE and/or Installed Equipment meets Customer's Data SCP.
- Bush Broadband Radio Installation Site - Site designated by Bush Broadband for connection to Customer premises via a Radio.
- Equipment Space - A secure physical environment that complies with the requirements in the Solution Description where Bush Broadband can install and maintain the Installed Equipment (and any other reasonable requirements Bush Broadband may advise of from time to time).
- Network Terminating Equipment (NTE) - The equipment which is attached to the end of a LTE Radio, and which converts the bi-directional stream of information, as presented on a standard interface by the User, into the physical format necessary for transmission over the medium to the other end of the LTE Radio network.

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- Service Connection Point (SCP) - Customer's LAN equipment (Data SCP) connecting to the Bush Broadband Network Termination Point to enable provision of the Solution to Customer premises.
- Solution Configuration - The Service option chosen for Broadband by the Customer as set out in the Initial Order Form or applicable Contract Change Note.
- Guarantee – The equipment and cabling installed on customer premises comes with a 12 month replacement guarantee. If individual elements within the customer premises equipment installed by Bush Broadband fail after 12 months it will be regarded as “wear and tear”.

### 3. Broadband – the Solution

3.1 Service - A technical description of the Solution Configuration the Customer has ordered from Bush Broadband is set out in the Order Form.

3.2 Installed Equipment - The Customer Premises Equipment (CPE) supplied under this Solution is Installed Equipment as required for the installation of the Solution.

3.3 Solution Requirements

The following items are needed for the Customer to receive the Solution:

Customer to purchase from Bush Broadband: Radio installation

Customer to supply and maintain at its own cost

a. Dedicated router with a WAN port or a single computer Ethernet port to connect to the Installed Equipment for Bush Broadband 's exclusive use at time of installation; and

b. A 13Amp three pin 240V AC power socket for the exclusive use of Bush Broadband CPE.

3.4 Solution Configurations

**In this agreement we are supplying Broadband with Customer's own Router Systems**

Customer must:

a. provide Bush Broadband with a Router with a WAN Ethernet port or a single Ethernet port on a stand-alone computer;

b. configure IP addresses on the LAN side of the Customer Equipment that connects to Bush Broadband, using the parameters supplied by their IT technician;

SLA for 'Broadband with Your Own Router' does not cover failures in the customer router, ISP connection or the internet itself.

### 4. Customer Obligations

4.1 Customer obligations

The Customer shall (and shall procure that its Users shall):

a. provide an Equipment Space for mounting the Installed Equipment;

b. not access Installed Equipment settings, configuration or output information in any way other than to assist with installation and implementation without prior written consent from Bush Broadband;

c. provide Bush Broadband with exclusive use of and remote access to Installed Equipment and (where requested) NTE and DDF.

d. inform Bush Broadband of any intention to modify or upgrade the SCPs or any associated software or configuration in order for Bush Broadband to consider potential compatibility issues. Bush Broadband may ask for testing of product functionality following any software changes;

e. provide (at its cost) a dedicated router with a WAN port to connect to the Installed Equipment for the duration of the Broadband Solution;

f. ensure at its cost that the Customer Equipment is installed, correctly configured and programmed to use the Solution;

g. after installation, at all times maintain access arrangements that will allow Bush Broadband to remotely login into the CPE.

The allowed access arrangements are to:

### **Bush Broadband Limited**

Linnacombe Farm Sourton Cross Okehampton EX20 4HX  
[info@bushbroadband.com](mailto:info@bushbroadband.com) Tel 0757 656 4242 [www.bushbroadband.com](http://www.bushbroadband.com)  
 Registered Company No. 05119872 VAT No. 264301529

- I. LTE or 5GHz Radio - as per that which is required for installation and maintenance;
- II. ISP connection in the Radio;
- III. dedicated 13Amp 240V AC Power Socket and
- IV. Ethernet cables (as supplied by Bush Broadband) from the CPE router to Bush Broadband Radio.

For the duration of the time for which the Customer fails to provide Bush Broadband with all of the above means of access to the CPE (i.e. no access path whatsoever available), any SLA agreed with the Customer is null and void.

h. connect, configure and maintain at its cost the link between the Bush Broadband Network Termination Point and the SCPs. If appropriate the Customer shall nominate a suitable technician to act as Customer Representative(s) who have the authority to contractually bind the Customer on matters relating to this Solution.

#### 4.2 Configuration Spreadsheet

The Customer may be required to assist Bush Broadband in the completion of a configuration spreadsheet for this Solution. This spreadsheet does not form part of the Customer's Agreement with Bush Broadband.

## 5. Term and Termination

5.1 Termination - On termination or expiry of the Agreement or this Solution:

- a. Bush Broadband will disable and may remove one or more of the Radio, Installed Equipment, any Additional Features and the Solution;
- b. Customer must immediately disconnect SCPs from Bush Broadband Network Termination Point; and
- c. Customer shall pay any Termination Charges specified in these Solution Terms as applicable.

#### 5.2 Termination Charges

Customer shall pay Bush Broadband the following Termination Charges upon early termination of this Solution:

Installed Equipment Removal Fee: £350 plus VAT

Service Charges = (Monthly Subscription Charge) x (number of months remaining in the Minimum Connection Period for the Solution).

## 6. Technical Support

6.1 Eligibility for Support - the Customer is eligible for Standard Support

6.2 Fault notification - Customer or technical contact to notify Bush Broadband by telephone as soon as possible if a partial or total loss of service occurs and to provide written notification / further information / further assistance as reasonably required.

Bush Broadband will provide a 9am – 5pm business working day fault notification system and will retain ownership of faults until resolved to the reasonable satisfaction of Bush Broadband.

6.3 Fault Identification - Fault response times commence from the time Bush Broadband has identified the source of the fault (Fault Identification). Bush Broadband will use reasonable endeavours to provide identification of the incident within 5 working days of notification of the fault by the Customer.

6.4 Times to Restore Service (TTRS) - Bush Broadband in conjunction with the Internet Service Provider (ISP) will use reasonable endeavours to rectify faults and give an estimated TTRS. TTRS will be suspended whilst Bush Broadband is awaiting the Customer's response or action, or that of a Customer technician. Bush Broadband will keep the Customer informed of any changes to the fault response timescales and TTRS ends when Bush Broadband reports the system is fully restored. TTRS times are used to provide the Service System Availability calculations annually (a percentage of total up time annually).

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6.5 Bush Broadband can rectify faults on the Radio, Ethernet Cables supplying the radio, other CPE supplied and installed by Bush Broadband free of charge within the first 12 months of installation. If these faults have been caused by lightning, flood, vandalism, civil unrest, electrical faults, accidental damage (by the Customer or third parties), natural degradation (wear & tear) then the Customer or their Insurance Company will reimburse Bush Broadband's reasonable expenses incurred in correcting the fault(s).

Bush Broadband may not be able to correct faults caused by:

- I Failure or termination of the broadband service supplied by the ISP
- II Problems on the Customer's own network or equipment
- III Problems caused by faulty or intermittent power supply at the Customer premises
- IV Problems caused by vegetation growth, the erection of new structures or other factors which cause radio interference which affect the Customer's Broadband Solution.

In the case of (6.5-I) above if 2 weeks after Fault Identification there is no prospect of a TTRS from the ISP, the customer is welcome to terminate the service with Bush Broadband without incurring termination charges.

In the case of (6.5-IV) above if 2 weeks after Fault Identification the Customer can prove that the problems are beyond their reasonable control, the customer is welcome to terminate the service with Bush Broadband without incurring termination charges.

6.6 Contact details - Contact details for the Customer shall be set out in the Registration Form and changes shall be promptly notified to Bush Broadband in writing. Contact details for Bush Broadband are set out in their website – [www.bushbroadband.com](http://www.bushbroadband.com)

## 7. Charges

7.1 Upfront payment - Where the Customer has paid in advance for the Solution, at the end of period paid in advance for, Bush Broadband will invoice for the Solution monthly in advance at the agreed rate set out in the Order Form. These rates are subject to increases on an annual basis and such increases will be advertised on the Bush Broadband website and emailed to customers 2 months before such changes take effect.

## 8. Solution Restrictions

8.1 Restrictions - Bush Broadband reserves the right to charge for additional site visits, if incomplete or inaccurate information provided by the Customer in the Order Form is the cause of an installation not being completed within the allotted time.

8.2 Emergency Calls - Emergency services cannot be guaranteed using the Service and Bush Broadband accepts no responsibility whatsoever for the handling of emergency calls.

8.3 Data limits - the Customer has a Radio Broadband solution, the Customer acknowledges that they may or may not receive warning messages which notify an end-user that he/she is nearing or has reached his/her data limit. If service is disrupted because a Customer monthly data limit has been reached then Bush Broadband is not in any way liable.

END OF AGREEMENT

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