



1. **The Service:** Highland Wireless & IT Solutions Ltd (HWITS) will provide a broadband service into our coverage areas.
2. **Connection Costs:** The standard residential connection charge is £300 (including VAT) for all residential users. Business user connection charge is POA. A re-installation fee of £100 will be charged for all premises that have not had a continuous live service.
3. **Subscription:** Subscription to the service is payable monthly in advance by Direct Debit, BACS or recurring card payment subscription. All subscribers are required to setup a Direct Debit, Standing Order or recurring card payment subscription with their bank to pay this amount from the day of connection. For direct debits, the Direct Debit form/mandate shall be completed and approved prior to the date of connection. This recurring payment will be completed through the Customer Portal.
4. **Alteration to Subscription:** HWITS may alter the monthly subscription at any time, and will give one month's notice of such a change to all subscribers.
5. **Termination by Subscriber:** Subscribers are required to give one month's notice to terminate their service. Subscribers who are on a twelve-month contract, who cancel before the initial twelve-month period has expired, will be liable for the outstanding balance. However, they may take their service with them to a new property if it is within our coverage area.
6. **Suspension or Termination by HWITS:** HWITS may suspend or terminate the service to an individual subscriber immediately and without notice if the service is misused in any of the following (but not limited to) ways:
  - a. Use without payment
  - b. Abuse of equipment owned by HWITS
  - c. Misuse of network equipment
  - d. Fraudulent use, or use in connection with a criminal offence
  - e. Transfer of any material in breach of copyright, privacy or other rights
7. **Reconnection:** In the event that the service is disconnected for reasons of misuse or non-payment as described above, there will a reconnection charge of £150.

8. **Public IP Address:** HWITS is able to provide Public IP Address to subscribers for an additional cost of £5 + VAT per month and £25 setup charge and with valid justification for the use of them.
9. **Network Monitoring:** There is no monthly download limit currently imposed, but HWITS reserves the right to cap customers to a set download/upload speed, if necessary to manage the shared bandwidth resource. Individual monthly total download rates may be monitored for this purpose, and this purpose only. This will assess quantitative download/upload data only, and all personal information beyond this base information will not be made available in any form. Customers may also be contacted by HWITS in special cases of excessive bandwidth use. In special circumstances HWITS also reserves the right to impose charges for the extra download data over a given data limit. All usage is in accordance with HWITS Fair Usage Policy document.
10. **Signal Relay:** HWITS reserve the right to use any Customer Premises Equipment installations as part of a relay for other properties.
11. **Faults and Maintenance:**
  - a. The service cannot be guaranteed, but HWITS will make best endeavours to ensure that faults on its own network or on its supplier's networks are rectified as soon as possible. As far as possible, notice will be given if any maintenance work, will result in temporary loss of service.
  - b. Subscribers are responsible for their CPE (Customer Premises Equipment), and the Ethernet cable linking it to the Router and/or their own equipment. If either is damaged in any way, the subscriber may be required to pay the cost of repair or replacement.
  - c. Subsequent interference with subscriber CPE may cause network problems, and HWITS reserves the right to check all CPE on the network for the purposes of overall network efficiency, with relevant access permissions obtained.
  - d. If the subscriber requires an engineer site visit and the fault is found to be the subscribers own equipment or caused by the subscriber a charge of £110 will be applied.
12. **Compensation Policy:** In the event that the service to a subscriber is down for a continuous period of **48 hours or more**, consideration will be given to make a pro-rata repayment of the subscription for that period dependant on the cause of the downtime.
13. **Liability:**
  - a. The Internet is separate from the broadband service provided and HWITS will accept no responsibility for goods, services, information, software, or other materials obtained when using the Internet. HWITS also accepts no responsibility for the actions of internet users connecting via its networks.

- b. HWITS has no liability of any sort for the acts or missions of other providers of telecommunication services or for faults or failures of their networks or equipment.
- c. HWITS has no liability for any loss of revenue due to faults or loss of service.
- d. HWITS has no liability for any of the following losses or damage (whether or not such losses or damage were foreseen, direct, foreseeable, known or otherwise):
  - i. Opportunity
  - ii. Goodwill
  - iii. Reputation
  - iv. Business
  - v. Revenue
  - vi. Profit
  - vii. Savings
  - viii. Loss, damage or corruption of data

14. **Force Majeure:** If either party is unable to perform any obligation under this Agreement due to circumstances beyond their reasonable control (including but not in any way limited to lightning, flood, severe weather, fire, explosion, war, civil disorder, industrial disputes) they will have no liability to the other for that failure to perform.

15. **Privacy:** Our full Privacy Policy can be found at <https://www.highlandwireless.co.uk/legal/privacy-cookies/>.

16. This Agreement is made under Scottish Law.