

WiSpire Satellite Broadband - Terms and Conditions

This Agreement sets out the terms and conditions on which we WiSpire Limited which is wholly owned by RedShelf Ltd, Company Number 7660833, having its registered office at 36 Hurricane Way, Norwich, NR6 6HU, United Kingdom, are resellers of Satellite broadband Broadband Services provided by others to you as a businesses or consumer.

For more information, please contact us or call:

+44 (0)1603 425209

1. INTERPRETATION

a. The Order, our email confirmation and these terms and conditions together with any documents accessible via links and any other documents that are referred to in or via those links shall together be referred to as the "Agreement".

2. THE AGREEMENT

a. A contract is formed between you and us only when we email you to say that we have accepted your Order.

b. The Order that you submit to us constitutes an offer by you to subscribe for

Services. If we accept this offer, we will do so by sending you an e-mail confirming your Order subject to the provisions of clause 2(d) below (business customers only). When we accept your Order, this Agreement shall be binding on you and us. By placing your Order, you agree to and accept these terms and conditions. This Agreement will prevail over any terms and conditions which you may propose in any Order.

c. By placing your Order, you undertake to make full payment of the agreed Upfront Charges in a manner acceptable to us including direct debit, Debit/Credit card, BACS or similar bank transfer.

d. For business customers, you agree that, should we choose to do so, we may carry out a credit check on you at any time and may disclose information regarding your payment history to any credit agencies. Any confirmation email that we issue to business customers will state whether a credit check will be necessary in order to enable us to accept your Order. If, having carried out a credit check, we accept your Order we will email you to say that we have accepted your Order.

e. We may at our sole discretion reject all or part of your Order without any liability or responsibility to provide a reason to you. If rejected, we will promptly refund any monies paid by you in relation to the rejected Order.

f. Unless we reject your Order, we will endeavour to arrange to connect you to the Services as soon as reasonably practicable, taking into account existing Installation commitments and opportunities to coordinate Installations on a regional basis.

g. The email that we send you accepting your Order will specify a Minimum Period.

h. This Agreement will remain in force for the Minimum Period and thereafter unless and until you or we terminate this Agreement in accordance with Clause

10. Clause 10 allows you or us to terminate the Agreement on at least 30 days'

written notice after the Minimum Period. Clause 11 (Consumer Cancellations)

allows you to cancel during a cooling off period and Clauses 3d, 3e, 4a, 7e and 16 allow you to cancel in other specified circumstances.

3. PROVISION OF SERVICES

a. We shall provide you with the Services and Equipment, subject to the terms of this Agreement.

b. We shall, subject to the terms of this Agreement, provide you with level 1 support. We will provide, free of charge, telephone and email support for remote diagnostics. We will also provide, subject to the Charges detailed on our website, (i) terminal line-up and installation, configuration, maintenance; (ii) visual inspection or replacement of Terminals, on-site troubleshooting, on-call assistance to Subscribers. Information about all activation and Installation fees are available on our website.

c. If a fault occurs you should notify us at the earliest opportunity.

d. The Satellite broadband provider has the right to change or suspend the Services where they reasonably determine that any technical modification to the network or change in their trading, operating or business practices or policy is necessary to maintain or improve the Services which they provide to you. We will endeavour to contact you at least 30 days prior to the changes being introduced. If any of these changes is materially detrimental to the Services, you have right to cancel the Services within 30 days of receiving notice of these changes.

e. We shall not be liable if Customer Equipment is incompatible with the Services or Equipment or if the Customer Equipment does not conform to the Minimum Specifications. It is your responsibility to ensure Customer Equipment is maintained and in working order in accordance with the Minimum Specifications. We may from time to time alter the Minimum Specification required to access the Services. If the changes to the Minimum Specification require you to incur material expense in changing your Customer Equipment, then you have right to cancel the Services within 30 days of receiving notice of these changes.

f. You will notify us if you move or change your address. If you change the address at which you require the Services, we will endeavour, but shall be under no obligation, to provide you with the Services at your new address. You must give us at least 30 days' notice in writing if you wish to relocate your Service to your new address. Where we agree to provide the Services to your new address, you shall pay the applicable charges for the de-installation and re-installation of the Equipment. If you move your satellite broadband terminal from one country to another the VAT payable on your monthly tariff may vary.

g. You acknowledge that the Satellite broadband Provider may from time to time restrict applications that have a negative effect on their satellite broadband network. These include but are not limited to applications for non-professional use, notably peer to peer applications and any other protocol liable to have a deleterious impact on the overall quality of service of the Services. For information about our network usage and traffic policy, please see our [Fair Use Policy](#).

h. Due to the nature of satellite broadband communications, certain applications and uses are not recommended over Satellite broadband Broadband Services. Whilst we will endeavour to make you aware of this, it is your responsibility to check the suitability of the Services for your requirements. If you purchase the Services for use with any application or service that we have not recommended, the failure of the Services to support such an application will not permit you to terminate this Agreement and you will not be entitled to any refunds. We reserve the right to charge you for technical support if we reasonably consider that the Satellite broadband Broadband Service is working normally, and faults or issues are related to Customer Equipment or Customer misuse. If a fault cannot be addressed through our level 1 support, we reserve the right to charge you a service charge for an engineer to visit your premises.

i. Unless you have selected a particular package or promotional offer which requires you to maintain the Services at a minimum level, you are entitled to upgrade or downgrade the level of Service assigned to your account by requesting such a change in writing subject to the following terms:

1. You may only change the level of Service assigned to your account once per calendar month. If multiple change requests are made during the same month, the last request will be implemented. The modification will become effective from the first day of the following month.

2. Existing customers cannot downgrade to promotional tariffs for new customers.

3. If you downgrade from a higher to lower package a downgrade fee will be chargeable. We will usually require settlement of this Charge prior to Downgrading your service.

j. The Service cannot commence until after a satisfactory Installation has taken place. Installation does not mean the Service can be successfully activated.

k. The Service is provided to the Ethernet port on the satmodem. We do not support Customer networks setup, configuration or operation other than the information provided in the Equipment user manual.

4. USE OF THE SERVICES

a. You:

1. accept that the Satellite broadband Providers Services are provided as a carrier or conduit and we do not control, endorse or censor the material accessible from the Internet and you use the Services and the Internet at your own risk and subject to all applicable national and international laws and regulations;

2. accept that the information and services you may obtain via the Services may not be complete, accurate, up-to-date or free from errors and that we do not guarantee that the information and services you may obtain from the Services will be suitable for your purposes and requirements;

3. acknowledge that the exact bandwidth and speed you experience over any broadband connection will vary depending on how many users there are live on the network;

4. agree that if we stop providing Services to you, you will cease to use the Services and will immediately return to us the Equipment (unless you have purchased it) and, at our option, delete or destroy all Software that we provided to enable you to access the Services;

5. accept that if you deal with any third party while using the Services, you are entirely responsible for such transactions;

6. acknowledge and agree that if you (or your employees or other authorised users, where applicable) breach any of the conditions of this clause 4 or of clause

7, you have breached an important condition of this Agreement and we shall have the right to terminate this Agreement under clause 10 or suspend and disconnect your use of some or all of the Services under clause 9 and you will reimburse to us on demand any loss arising from such a breach of this clause 4 or of clause 8;

7. accept that no download or upload speeds are guaranteed on the Service;

8. accept that a set data bolt-on (applicable only to SES and Avanti subscribers) will expire on the last day of the month; and

9. accept that the priority data allowance expires on the last day of the month.

10. We:

i. will give you at least 30 days' notice if we materially change or withdraw any element of the Services and if we materially change or withdraw any element of the Services you can cancel the Services by giving us notice of cancellation within 30 days of us notifying you of the change or withdrawal;

ii. will try as far as is reasonably possible to keep the Services free from viruses, bugs and errors, but we do not guarantee that the Services will be free from anything that may damage your equipment or data.

iii. will not keep any back-up copies of emails or other data belonging to you; and

iv. accept no liability for loss or damage caused to Customer Equipment if you download software or other content or services using the Services.

Conditions of Use of the Services and Equipment

- a. You shall not use (and you will ensure that your employees/users do not use) the Services for anything illegal, immoral or improper or use the Services to offend or create nuisance. This includes, but is not limited to hacking, network sniffing or similar techniques, or sending unsolicited messages without reasonable cause, by spamming or using anonymous remailers or different servers.
- b. You will not allow, permit, or otherwise cause the Equipment to be lost, stolen or damaged (unless you have purchased it).
- c. You will promptly give us any information that we reasonably request related to the overall provision of the Services to you.
- d. You will follow all reasonable instructions we give you in relation to the Installation, the Services, the Equipment and the Charges and liabilities that you will incur through the usage of the Services.
- e. When attempting to use the Services, you must be in range of any equipment forming part of a wireless network.
- f. You and your employees/users shall not permit access or grant any other rights over the Services or the Equipment to anyone else unless authorised by us in writing to do so.
- g. You and your employees/users shall not, nor permit any third party to, tamper or attempt to tamper with the Equipment, the Software providing the Services or any other property belonging to or used by us without our prior written consent. i. You and your employees/users shall not, nor permit any third party to, maintain or repair or attempt to maintain or repair the Software or the Equipment, without our prior written consent. Any such action will void any warranties relating to the Software or Equipment that has been affected.
- h. You and your employees/users shall not use the Services to transmit knowingly or recklessly any material that contains software viruses or any computer code, file or program designed to interrupt, damage, destroy or limit the operation of any computer Software, hardware or telecommunications equipment.
- i. If you notify us of designated employees or authorised users, it does not remove your obligation to monitor the use of and keep secure passwords for access.

5. EQUIPMENT

a. Use of Equipment

1. The Satellite broadband Provider will supply you with the Equipment to allow you to receive the Services. You must not use the Equipment for any other purpose and you must comply with all manufacturers' instructions and any reasonable instructions that we may give you from time to time regarding the use of the Equipment.
2. If we ask you to confirm to us the location of the Equipment you will give us the location as soon as is reasonably practicable but in any event, within seven days of our request. You shall not move the Equipment to another location without our prior written consent.
3. If you use your own Customer Equipment, we do not warrant that the Equipment is compatible with or will work with your Customer Equipment. We will not be liable in any way for any loss or damage that is caused to your Customer Equipment or any data stored thereon as a result of its use in conjunction with the Equipment.
4. As the provider of this Equipment and under our obligations under Directive 2002/96/EC on waste electrical and electronic equipment and any amendments thereto (the WEEE Directive) we draw your attention to the requirement not to dispose of waste electrical and electronic equipment as unsorted municipal waste and to have such waste electrical and electronic equipment collected separately. You agree to observe these or any additional or replacement obligations at the point when the Equipment is no longer required by you or us.

b. Ownership of Equipment and Risk

1. Unless you purchase the Equipment or we otherwise agree with you in writing, the Equipment will at all times remain the property of the satellite broadband provider. You will be liable to us and shall reimburse us on demand for any loss or theft of the Equipment or any damage however and by whomever it may have been caused.
2. Unless you have purchased the Equipment, you shall not dispose of or deal with any of the Equipment in any way, for example, trying to sell it or hire it to anyone else, exchanging it, or by putting it up as security for a loan, mortgage or charge, or allow any of the Equipment to be seized under any legal process.
3. All risks associated with the Equipment shall pass to you upon delivery. We recommend you insure the Equipment against loss, theft, fire, flood and any other risk of loss or damage once it has been delivered.
4. If any Equipment or other goods have been purchased and installed under funding from any regional or central Government subsidy scheme, then at no time shall the title to such pass to you. Furthermore, should you move from the property where the funded equipment set and/or other goods have been installed under funding from any Government subsidy scheme, you must leave all such equipment behind for potential use by and/or benefit of any future occupier of the property.

c. Repair/Replacement of Equipment

1. You agree to notify us immediately of any loss or damage to any part of the Equipment.
2. During any warranty period, 12 months for our wireless router and 24 months for the satellite broadband equipment, the satellite broadband provider shall have responsibility for repair or replacement of the Equipment except when the damage or problem has been caused by your negligence, misuse, abuse or breach of any part of this Agreement.
3. Such repair or replacement may involve the swapping of Equipment. Replacement Equipment shall only be provided if the matching piece of potentially defective Equipment is returned and received by us first. It is your obligation to pay the postage to return the defective Equipment. If you do not return the Equipment to us at the relevant address set out in clause 5e, you accept that we have no obligation to provide you with the replacement Equipment and any repair/replacement will be at our sole discretion and may incur additional Charges. If the returned item is tested by us and found not to be faulty, it will be returned to you. If it is found to be faulty we will reimburse the postage costs at the lowest applicable rate charged by the relevant postal service.
4. We may add to or substitute the Equipment as necessary to provide the Services or for other valid reasons.
5. Any warranty given in respect of an installation by an installer that is not us or the satellite broadband providers installer is the responsibility of that installer. Where Installation is supplied by us or the satellite broadband provider, the warranty is 30 days from the date of installation for the quality of the Installation. Wind damage, impact to the Equipment, damage other than fair wear and tear are all expressly excluded.

d. Care of Equipment

1. You must take reasonable care of the Equipment. You must not allow (and must not allow anyone other than our representatives) to add to, interfere or modify the Equipment in any way. The splitting or duplicating of any signal lines and/or cable by you is strictly prohibited. As well as any other rights we may have, such action may result in our suspending the Services, terminating the Agreement and/or our retaining the whole or a part of any deposit Charged to you.
2. You agree that where the Equipment is not in use, you will keep the Equipment in standby mode and not turn off the electricity supply to the Equipment.
3. You shall not remove, tamper with or obliterate any words or labels on the Equipment.

4. Should the Equipment become lost, stolen or damaged for any reason other than a manufacturing or design fault or fair wear and tear during the period of this Agreement you shall notify us immediately. In the event of such loss or damage, you will pay the full replacement cost of our Equipment or if economic repair is reasonably feasible (in our sole opinion), the cost of repair and our reasonable expenses in administering such a repair.

e. Return of Equipment at the end of this Agreement

1. On termination of this Agreement, or on cancellation of any part of the Services requiring a part of the Equipment, you will within 14 days of the date of termination or cancellation, unless otherwise agreed with us, return to us at our trading address, at your own cost, as a minimum the indoor satellite broadband modem and the transceiver from the end of the arm on the satellite broadband dish. If you fail to do so, we reserve the right to charge you for the cost of the Equipment.

2. We may secure this payment through any payment mechanism that you have historically provided to us, even in the event that you have subsequently cancelled or countermanded any such payment method.

3. When the Equipment is returned to us, it must be in good condition (fair wear and tear excepted) and in full working order. If it is not, you shall be liable to us for the cost of the replacement of the Equipment, which will be charged as follows: SB2 – £150; SB2+ – £109; Tria – £150.

4. We may, at our option, nominate an agent or third party in place of ourselves to whom such Equipment should be returned, or payment be made.

f. Why you need to comply with these conditions

1. We provide you with the Equipment on the condition (fair wear and tear excepted) that you comply with your obligations under this Agreement. If you fail to comply with this Agreement, in particular (but not only) your obligations

under clauses 4 and 5, or if we reasonably suspect that you have failed to comply, we shall have the right to demand that you return the Equipment to us and/or and remove the Equipment from your possession. In such circumstances, you will permit us free and safe access to your premises and obtain any necessary landlord, building or occupier consents required for us to achieve the return of the Equipment.

6. INSTALLATION

a. Our recommended option is Installation of the Equipment by the satellite broadband providers preferred Installers but you may select your own qualified installer or carry out the installation yourself.

b. If you choose your own installer or wish to complete a self-install, you are fully responsible for the completion of your installation. We are not obliged to provide additional assistance. If requested to do so, we reserve the right to charge you for the time that we provide such installation support services to you or your Installer.

c. If you choose the self-installation option or you choose to use your own installer, you will use reasonable endeavours to complete the Installation within

14 days from receipt of the Equipment. We are entitled to Charge for the Services from the date on which your modem is connected and activated, unless we have agreed in writing an alternative commencement date. Any Equipment charges will apply from the date on which you receive the Equipment.

e. We recommend that you retain all the original packaging in case you need to return any Equipment to us for service or warranty.

7. PAYMENT FOR THE EQUIPMENT AND SERVICES

- a. The Upfront Charges for the Services are those set out in the order form or those of any authorised third parties listed on the order form.
- b. We will normally require you to pay the Upfront Charges before Installation. If the Upfront Charges for Equipment and Installation are not settled, we reserve the right to delay or postpone the agreed installation date and/or demand the return of any Equipment that we have provided to you and/or the right to remove all Equipment supplied, with or without prior notice.
- c. Unless otherwise agreed in writing, we will bill you at regular intervals in advance for the Services together with any outstanding Charges. You must pay your bill in full by the Due Date without any deduction, offset or counterclaim. You will be liable for the Charges from the day on which we first make the Services available to you (or, if you choose self-installation, from the date specified in clause 6d) unless we notify you otherwise. You agree that you are liable for any Charges incurred on your account irrespective of whether those Charges were incurred by you or anybody else using the Equipment or the Services with or without your consent. Unless stated otherwise, all prices quoted by us are exclusive of VAT (and/or any other taxes) at applicable rates from time to time and all Charges that appear on your bill are exclusive of VAT. We may vary our Charges from time to time by giving you at least one month's notice and we may also alter your billing date or billing frequency/period from time to time by giving you at least 30 days' notice. If the change to billing frequency or period will cause you material detriment you can cancel the services by giving us notice of cancellation within 30 days of us notifying you. If you decide to cancel any element of the Services, you will still be liable for the balance on your account including, but not limited to, any Charges due under this Agreement up to the date of termination.
- d. We will normally send you an invoice, invoice schedule or receipt, which could be by e-mail, facsimile or post, for your Services and any other valid Charges.
- e. We reserve the right to vary the Charges for the Services, the Equipment and the Installation. We will give you at least one month's written notice before any such change to the Charges occurs. If the Charges are increasing, you can cancel the Services by giving us notice of cancellation within 30 days of us notifying you. If you decide to cancel any element of the Services, you will still be liable for the balance on your account including, but not limited to, any Charges due under this Agreement up to the date of termination.
- f. After the Minimum Period has expired, if you terminate this Agreement or any of the Services between the dates when we issue bills to you, you must pay all Charges which have accrued since the last bill was calculated and the proportion of any Service charges which have accrued up to the next billing date.
- g. Our Charges are based upon payment by credit card, debit card or direct debit. It is your responsibility to provide us with updated credit card, debit card and direct debit information in a timely manner to allow us to collect any and all on-going Charges. If we are unable to receive payment for the Charges via such means, you consent to us collecting payment by any other method, including the use of other direct payment methods or other information that you have already provided to us.
- h. Save as expressly set out in this Agreement, you shall not be entitled to suspend any payments under this Agreement, as a result of faults and/or defects of the Service.
- i. It is important that you make full and timely payment of any Charges. If you do not pay Charges as and when they fall due, you accept that you have breached the terms of this Agreement and we shall have the right to terminate this Agreement under clause 10(e) and recover all outstanding Charges due under this Agreement. This right is in addition to any other legal rights we may have against you.
- j. If you do not pay all Charges due to us by the Due Date, we may suspend the Services until all Charges have been paid. Restoration of your Services may take up to three Working Days from the day that we receive full payment of any outstanding Charges.

k. If the payment of Charges is more than five Working Days overdue, we reserve the right to charge interest from the Due Date until the payment is made in full (irrespective of whether the date of payment is before or after any judgment or award) at 3% per annum above the HSBC Plc base lending rate from time to time.

l. While Charges remain outstanding beyond the Due Date and/or your account is suspended, no changes are permitted to the level of Services that you receive and no additional Services ordered by you can be actioned by us until all overdue Charges are received by us.

8. NETWORK QUALITY AND AVAILABILITY

a. You agree to abide by the terms of the [Fair Use Policy](#)

b. In supplying the Services we will use reasonable skill and care but we are unable to

guarantee fault free performance. We do not warrant or guarantee 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. You acknowledge that we will not be responsible for unforeseen interruptions or non-availability from outages or deterioration of the Services or Equipment that occur which are out of our control.

c. We will endeavour to correct reported faults as soon as reasonably possible. The Service is distributed on an “as is” and “as available” basis without warranties of any kind, either express or implied.

d. The service is a “high-latency” service because the satellites that deliver it are in geo-stationary orbit some 22,300 miles above the earth. Typical latency is of the order of 500 – 900ms although higher ping times are not uncommon. This high latency means a satellite broadband service will be slower to respond than the equivalent terrestrial service – although when it does, the speed will be high. It is not suitable for applications such as gaming where low latency is required.

e. We do not guarantee the continuous availability of any particular service and you acknowledge that we may be dependent upon the satellite broadband provider and their third parties (including, without limitation, other network operators/installers) when providing the service. Notwithstanding any other provisions of this Agreement, we will not be liable to you in contract, tort (including negligence) or otherwise for the actions of the satellite broadband provider or any third party (including, without limitation, acts or omissions of the other network operators/installers) that affect or otherwise impact upon the provision of the service.

9. SUSPENDING OR DISCONNECTING THE SERVICES

a. The satellite broadband provider may at any time:

1. Temporarily suspend the Services for repair, maintenance or improvement of any of our systems wherever located, or temporarily provide replacement Services or Equipment of a similar functionality to those previously supplied; or

2. Give you instructions on how to use or vary the Services (which you agree to comply with) where we reasonably consider such instructions are provided to you in the interests of safety, or the maintenance of service quality.

b. the satellite broadband provide will endeavour to give us/you as much notice as is reasonably practicable, and will give us/you at least a month’s notice, prior to such suspension and the satellite broadband provider will aim to restore the Services as soon as reasonably practicable after any temporary suspension.

c. The satellite broadband provider may suspend your Services without warning:

1. On the occurrence of an Excluded Risk;

2. In an emergency;

3. When they are required to by any third party whose systems they use to provide the Services;

4. When they are required to by the police or security services or other party who may have legal authority to make such a request;

5. If you, your employees/users/a third party given access to the Services by you, do not comply with the conditions of this Agreement, or any other agreement with us;
6. If you, your employees/users/a third party given access to the Services by you damages the Equipment;
7. If you physically or verbally threaten or abuse any of our staff;
8. If you do not pay all Charges due to us by the Due Date; or
9. If you breach this Agreement.

d. We reserve the right to Charge you a re-connection fee where you or your employees/users either acting themselves or through a third party, have caused or contributed to the suspension of the Services.

10. ENDING THE AGREEMENT – TERMINATION

a. Either we or you can terminate this Agreement immediately if any of the following happens:

1. The other breaches an important clause or condition of this Agreement or several less important clauses or conditions and (if the breach is capable of being put right) does not put it right within 21 days of written notice to do so;
2. If the other is subject to bankruptcy, insolvency or any similar proceedings or, in the reasonable opinion of the party terminating the Agreement, the other is unable to pay its debts;

b. Either we or you can terminate this Agreement following the expiry of the Minimum Period, subject to the provision of 30 days' written notice. That 30-day notice period can expire on or after the end of the Minimum Period.

c. Cease Charge: If you terminate this Agreement during the Minimum Period (other than when you have a right to end the Services without incurring a penalty), you shall be required to pay a cease charge. The cease charge is the cost payable by us to the wholesale satellite broadband provider when we cancel your subscription. The cease charge payable is £30.00 + VAT for every month remaining in the Minimum Period. The cease charges will not be more than the charges you would have paid for your chosen Services for the remainder of the Minimum Term less any costs we save, including the cost of no longer providing you with Services, and less the benefit to us in receiving payment early. Unless you tell us otherwise, we may charge your cease charge directly to any of the credit or debit cards which you have provided us with details of (e.g. when you paid for the Services or Installation) or via your direct debit. We will give you reasonable notice before making any charge.

d. You may terminate this Agreement under clause 10a in writing to us at the address set out in clause 19a.

e. We may also terminate this Agreement:

1. if you fail to pay any Charges within 14 days of the Due Date; or
2. if the satellite broadband provider is unable or unwilling to make such Services available to you, providing we give you at least 30 days' written notice.

f. At the end of the Agreement you:

1. must pay any valid Charges that are due to the end of the month following the month in which notice of termination is served;
2. must return any of the Equipment that we have asked you to return or you may be liable for the charged detailed in clause 5(e) (1); and
3. will be disconnected from the Services and will no longer be able to use the Services.

g. If, after your Services have been disconnected, you subsequently wish to reconnect to the Services, the standard connection fee for that tariff will apply.

11. FOR CONSUMERS ONLY – RIGHT TO CANCEL

a. This clause 11 only applies if you are a consumer.

b. You have the right to cancel this agreement during the period starting on the date that we accept your Order and ending 14 days after Installation of the Equipment (or, if you use Customer Equipment, the installation of the Customer Equipment and connection to the Service) (“Cooling Off Period”). This must be done in writing to the address set out in clause 19a or by informing us by telephone or email (the “Cancellation Notice”). On the expiry of the Cooling Off Period, no Cancellation Notice may be given and any such notice will be deemed to be a termination of this Agreement during the minimum Period (see clause 10).

c. If you cancel your Order after any or all of the Equipment has been delivered

to you, you will be responsible for the cost of returning the Equipment to us 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 de-installation charges may be more than you paid for the initial Installation.

d. Where the Equipment or any relevant part of the Service has been activated prior to our receipt of a Cancellation Notice, you will be liable for any Charges associated with any Services provided to you up to the point of cancellation including any activation Charges. All valid Charges will be deducted from any refunds due to you.

e. After the Equipment is returned to us we will promptly test and inspect the Equipment. If any Equipment is reasonably deemed by us to be damaged or in any other way faulty (not being damaged by us or a result of manufacturing defect), we will raise a Charge equivalent to the reduction in value of the Equipment whether by way of replacement or repair, whichever is the lower.

f. We will provide you with a final invoice detailing any Charges, including any applicable Equipment Charges under clause 5(e) (1), 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 14 days of completing our inspection of the Equipment.

12. INFORMATION, PASSWORDS AND DATA PROTECTION

a. After you have ordered Services from us, in order to access the Services, we may provide you with a user identity (User ID) and/or a unique 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.

b. You must inform us immediately if you suspect that any password has been compromised or if you forget a password so that we can issue you with a new password.

c. If we reasonably suspect that there has been or is likely to be a breach of security or a misuse of the Services, we may change your password and we will notify you accordingly.

d. You are required to promptly and accurately give us all the information that we reasonably request so that we can perform our obligations under this Agreement.

e. You must inform us immediately of any change to any information you have provided to us, including changes to the Equipment. We shall not be liable for any expenses you incur or savings you fail to make arising from your failure to notify us in a timely manner of such changes.

f. We may pass your personal information to credit reference agencies in accordance with clause 2(c). We may also pass your personal information to Competent Authorities and to third parties for the purposes of law enforcement and investigations.

g. We shall process, hold, share and use the personal data that you provide us with in accordance with our Privacy Policy.

13. INTELLECTUAL PROPERTY RIGHTS

- a. Certain material accessed through the Services will be protected by copyright, trade mark, service mark, patent or other proprietary rights and laws and may be owned by us, the satellite broadband provider or by third parties. You are only permitted to use such material to enable you to use the Services. You may not, save as is reasonably necessary to use the Services, copy, reproduce, distribute, publish or make any commercial use of any such material obtained while using the Services.
- b. If you transmit material or content during the use of the Services, whilst the satellite broadband provider takes all reasonable steps on their network to ensure its security, such security cannot be guaranteed.
- c. The satellite broadband provider may require the right to copy, reproduce, modify and adapt your material for the purposes of providing you with the Services and you grant a free, irrevocable, worldwide licence for us to do this.
- d. Intellectual property rights in the Software remain our property or that of our licensors. You agree to comply with any licences of the Software however notified to you including appearing on any screen used by you to use the Services.
- e. We grant you a non-exclusive licence to use the Software in executable form only. The licence granted to you under this Agreement is personal to you and may not be sub-licensed, transferred, assigned, or otherwise disposed of. If you use the Software in any way which is a breach of this Agreement the licence will be terminated immediately. This may impact your ability to use some or all of the Services but you will still be bound by the terms of this Agreement.
- f. You may not copy the Software, except to make a single copy for backup or archival purposes. Any such copies shall be subject to this Agreement. You may not lend, rent, lease or otherwise transfer the Software. You shall not attempt to reverse engineer, decipher, decompile or disassemble the Software or otherwise reduce it to human readable form or knowingly allow others to do so, except to the extent that applicable laws specifically prohibit such restriction. You may not modify the Software or create derivative works of the Software.
- g. You may not download or otherwise export or re-export the Software or any underlying information or technology except in full compliance with all applicable laws and regulations including country of origin export control regulations.

14. MAINTENANCE SERVICES

- a. 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.
- b. Additional Charges may apply where any problem has been caused by misuse or abuse of the Equipment by you or someone acting on your behalf or within your control even if such events occurred in the attempted repair, removal or reconfiguration of the Equipment or Services. This will include any Charges that we reasonably and directly incur as a result of actions that we are reasonably required to take arising from the impact of viruses, malicious software or other malware introduced via any part of the Equipment.
- c. Where we provide the Equipment to you as part of your package, we will be responsible for the maintenance and repair of the Equipment for as long as you continue to receive the Services from us and the payments for all Charges due by you to us are up to date. Where you have purchased Equipment straight from us, you will be responsible for maintenance after the stated warranty period. If you choose to have the Equipment installed by a party that is not us, you are responsible for the maintenance and repair of the Equipment.

d. It is a condition of this Agreement, that you provide us with a valid and current email address through which we can make contact with you at all times. In the event that we do not hold a valid or current email address, you may be liable for additional charges that arise through our inability to contact you about your account or other matters in a timely and efficient manner. We also may provide you with a specific email address that enables you to access our customer portal through which a range of information, both specific to you and general to the Services may be made available for time to time. This email address may also be required for actions such as online viewing of invoices, raising trouble tickets and receiving correspondence from us.

15. LIABILITY

a. We are legally responsible to you only as set out in this Agreement.

b. Our entire liability to you for anything 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 Charges received by us under the Agreement in the twelve months prior to the action giving rise to any claim;

c. 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 or anticipated savings however they may be caused and even if they were foreseeable or notified to us in any manner.

d. We are not liable to you in respect of any products or services you order from other companies using the Services, any loss as a result of the suspension, disconnection or unavailability of the Services or if something beyond our reasonable control prevents us carrying out our duties or providing any of the Services.

e. Nothing in this Agreement shall exclude or limit our liability, or the liability of any of the agents, contractors or employees who work for us, for death or personal injury caused by negligence; for fraud or fraudulent misrepresentation; or for anything else which cannot be excluded by law.

f. This clause 15 will apply even after this Agreement has ended.

16. CHANGES TO THIS AGREEMENT

We may amend, modify or substitute these terms and conditions or documentation referred to in this Agreement at any time. In the event of any material changes, we will provide you with at least 30 days' notice in writing in advance of doing so. You may cancel this Agreement if you object to the modification, amendment or substitution by giving written notice to us within 30 days of us having notified you. If you do not cancel, this Agreement shall be amended by the substitution of the new or modified Terms and Conditions.

17. GENERAL

a. This Agreement constitutes a legally valid and binding obligation on both you and us and by ordering the Equipment and Services, you confirm that you are authorised to enter into this Agreement.

b. In the event that we fail to apply any aspect of this Agreement at any time, any action, concession, exception or time that we allow you only applies to the specific circumstances in which we give it. It does not affect our rights under this Agreement in any other way.

c. English law will apply to this Agreement and you and we agree to the exclusive jurisdiction of the English courts.

d. If a clause or condition of this Agreement is not legally effective, the rest of this Agreement remains effective. We may replace any clause or condition that is not legally effective with a clause or condition of similar meaning that is effective. This Agreement is made solely and specifically between and for the benefit of both us and you and is not intended to be for the benefit of, and shall not be enforceable by any third party unless expressly stated in this Agreement. The terms of this Agreement will apply jointly and severally to all those agreeing to take Services under this Agreement.

e. A reference in this Agreement to a statutory provision will, unless expressly provided otherwise, be interpreted as a reference to such provision as amended or re-enacted.

f. In this Agreement unless the context otherwise requires words in the singular include the plural and vice versa; and words implying any gender include all genders.

g. This Agreement represents the entire understanding between you and us in relation to the subject matter herein and supersedes all other agreements or representations made by you or us, whether oral or written.

h. Unless we clearly state to the contrary in any offers or promotions that we make or as otherwise specifically agreed by us, you will only be eligible to benefit from one promotional offer or discount applicable to the Services. Nothing in

this clause shall imply the existence of your right to any promotional offer or discount.

i. Any documentation referred to in this current Agreement or added in the future are to be treated as wholly incorporated into this Agreement and form an integral part thereof.

j. We may from time to time make special offers in respect of the Services. In the event that the terms of such special offers conflict with the terms of this Agreement then the terms of that special offer shall take precedence.

k. The parties to this Agreement do not intend that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

18. ASSIGNMENT

a. 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.

b. For commercial and other business reasons, we have the right to sub-contract and to assign or novate this Agreement and with any associated rights of access and installation at any time to any company, person or other legal entity.

19. NOTICES AND COMPLAINTS

a. 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: - WiSpire Limited, 36 Hurricane Way, Norwich NR6 6HU, United Kingdom or as otherwise amended from time to time on our website. You may also give notice to us by e-mailing us at info@wispire.co.uk.

b. We may give notice to you by delivery, post, and fax transmission or by email to the address and telephone number (as applicable) set out in the Order or the email address on your customer account.

c. Any information relevant to this Agreement that may be varied over time will be detailed on our Website. If this Website address is changed for any reason, we will notify you of the new location either by way of forwarding from the original web link or by other direct notification including email.

d. Either we or you may amend our or your details at any time by providing advance written notice to the other.

e. If you have any complaints about the Services or Equipment, you can contact our customer service team in writing at the address set out at clause 19a, by email to info@wispire.co.uk, through our Website on our [Contact Us](#) webpage, or by phone.