

Definitions

The following definitions used in these terms and conditions shall have the meanings given to them below:

Skylight Broadband Limited ('us', 'we', 'our') is a provider of various Internet services, registered in England and Wales (Company no:08839461). Our registered office and principle place of business is at The Croft, Abbotskerswell, TQ12 5LQ

'Skylight Broadband' is the brand name and trading style for Skylight Broadband Limited own Internet and Data Connectivity Services.

'Business working hours' means the hours between 0900 and 1730 UK local time Monday to Friday, excluding UK public holidays.

'Customer Access Radio', 'Radio' means the radio device used to access the wireless based Internet service. This may either be a dish based radio, or a flat panel radio. It is predominantly installed outside the home or business.

'Speed' Means data speed as measured between our service routers with average packet size 1200Bytes.

'Charges' means any charges which the Customer is liable to pay under this Contract, for example installation costs, line rentals, service rentals, management fees, etc.

'Credit Limit' means the credit limit agreed between SKYLIGHT BROABAND LTD. and the Customer in this Contract. Unless otherwise agreed the credit limit shall be ten (10) days from the date of invoice for any goods or services provided by SKYLIGHT BROADBAND LTD.

'Customer', 'Subscriber', 'You' or 'Your' means the person, body or corporate contracting Skylight BROADBAND LTD.to supply the Service(s) under this Contract.

'Equipment' means any physical Equipment, hardware or products supplied by SKYLIGHT BROADBAND LTD. to the Customer as part of the Service such as Customer Access Radios, Wi-Fi access points, routers, modems and associated cables, fibre and filter(s).

'IP address' mean the unique Internet Protocol address assigned to your connection.

'Minimum Notice' means the notice required to terminate the relevant Service.

'Minimum Period', 'Minimum Term' means the minimum period for the supply of the relevant service.

'Prices', 'Charges', means the prices for the relevant Service and Equipment as amended by Skyligh Broadband LTD.from time to time.

'Service' or 'Services' means the supply, connection and provision of the SKYLIGHT BROADBAND LTD. Internet connection. The Internet connection method is access by radio (wireless).

'Service Credit' means a full or partial credit against any Service charges.

'SLA' means Service Level Agreement. 'Property' means the Customer's Property or the Property owned by others at which any Equipment shall be installed (and programmed) if necessary and/or the Service provided.

'Our website' means the Skylight Broadband website available at www.skylightbroadband.com, and the various subdomains of [subdomain].skylightbroadband.com.

'Voipfone' means iNet Telecoms® Ltd, Sovereign House, 227 Marsh Wall ,London. E14 9SD. Voipfone is a provider of Voice over Internet (VoIP) services to residential and small business customers. Their VoIP service enable customers to make telephone calls from their landline or Voipfone smartphone app to other compatible VoIP numbers and traditional PSTN numbers.

'VoIP' means Voice over Internet Protocol, a methodology and group of technologies for the delivery of voice communications and multimedia sessions over Internet Protocol (IP) networks, such as the Internet.

2. Introductions:

2.1. These terms and conditions and any applicable SKYLIGHT BROADBAND LTD. Charges (altogether the 'Terms') set out the legal relationship between You and SKYLIGHT BROADBAND LTD. and the basis on which SKYLIGHT BROADBAND LTD. will provide goods and services to you.

2.2. You agree to be bound by these Terms either by signing an order form or agreement, or upon delivery of the relevant Terms to You or by Your use of the Service or by allowing others to use the Service.

2.3. While these Terms set out the express terms on which we agree to provide the Services, nothing in these Terms will affect your statutory rights unless expressly stated otherwise.

3. New Connections:

3.1. All of SKYLIGHT BROADBAND LTD.'s Services are available by ordering by telephone, E-mail, or in person.

3.2. SKYLIGHT BROADBAND LTD. operate as much as possible a paper-less and post-less system when administering new Customer connections in the efforts to reduce our effect on the environment, improve efficiency and communication and pass on savings made to our customers.

3.3. A contract will be E-mailed to you for your acceptance and signature. SKYLIGHT BROADBAND LTD. processes paperwork and contracts paperless & electronically using DocuSign. Your eSignature indicates that you would like to place the order against the Services specified and agree to these Terms and Conditions and associated Fair 26/04/14 and Acceptable Usage Policy. SKYLIGHT BROADBAND LTD.'s Services will only be supplied to an eligible address that matches the billing address for your chosen payment method and you must be at least 18 years old and a resident of the UK when you place your order with SKYLIGHT BROADBAND LTD..

3.4. Business customers may only use the appropriate business-grade Services available to order. If a business is found to use a residential service, then we reserve the right to change the Service to a business Service and change the Charges or terminate the contract where our early termination fees may apply without notice. Businesses who are not UK VAT registered or who employ fewer than 2 employees may select a residential service at the discretion of SKYLIGHT BROADBAND LTD., the basic monthly subscription must have a value of at least £37.50 +VAT per month if SKYLIGHT BROADBAND LTD. allows this.

4. Equipment:

4.1. All Equipment provided by SKYLIGHT BROADBAND LTD. for the Service remains the property of SKYLIGHT BROADBAND LTD. unless otherwise advised in writing. For radio based connections, the Customer Access Radio, in particular and the associated mounting brackets, cabling, and connectors

must not be tampered with, unplugged, painted, changed, touched, damaged or otherwise interfered with or for you to let any other person do so.

4.2. You are responsible for any damage or loss of Equipment, unless this is caused by our negligence or our contractor's whilst installing, upgrading, or maintaining the Equipment or where the fault is caused by the Equipment during its normal operation.

4.3. You are responsible for ensuring that the Equipment is secure and protected from unauthorised interference.

4.4. Equipment is provided with a 12 month warranty, subject to the exclusions in 4.5, that begins on the Service commencement date. Any eligible faults, subject to 4.5, arising with the Equipment during this period will be covered by the warranty at no extra cost, excluding engineering time or postage charges, where we send replacements by post or courier, and engineer visits, where required.

4.5. Radio-based connections that are damaged because of factors out of our reasonable control, including but not limited to, electrical surges and damage, lightning damage, storm/wind damage, flood damage, acts of war or riots damage, then there may be a service fee to replace or repair the damaged Equipment. Currently this service fee is £150+ VAT for a complete re-installation of a standard-installation. This figure may be subject to change as our costs change and the price is quoted at the time of the service call.

4.6. For other applicable repair charges please see section 16.

4.7. SKYLIGHT BROADBAND LTD. recommends that customers protect the electrical & networking Equipment with an electrical mains surge protector or/and an uninterruptible power supply (UPS). Such UPS devices do not offer 100% protection, however they can prevent most common electrical mains problems. Surge protectors and battery backup systems (UPS) are available from certain third party retailers at extra cost.

5. Installation:

5.1. Once your order has been confirmed and accepted, we will contact you to arrange a site survey and installation of any Equipment that we need to install at your premises. Often, for radio-based connections the physical site-survey and installation take place at the same time. You must ensure:

5.1.1. That someone is available on the date and time to allow us to deliver and install the equipment and Service.

5.1.2. That you are the owner or have sought the necessary permission from the owner, landlord or local authority (such as for planning or listed building consent where required) for the installation of the Equipment. We take no responsibility for you not obtaining the necessary permission if you need this.

5.1.3. That you have prepared the installation premises for the installation according to our expectations. These expectations include but are not limited to clear and unrestricted access to the Customer Access Radio mounting position, the entire route in which the cabling will route from the Customer Access Radio to the internal termination point and any internal locations we may need access to, and that at least 2 x 13 Amp UK mains sockets are available for the Customer Access Radio and Wi-Fi router to be powered from.

5.1.4. That your own network equipment and/or computers meet the required specification to use the Service. Generally speaking, this means any networked device is no more than five (5) year's old from the date you sign up to our service, and is capable of 802.11n Wi-Fi, certified for use in the

EU/UK. If you use devices which are older than five (5) year's old, then we take no responsibility for any potential adverse performance or reliability issues caused by your use of these.

5.1.5. If our engineer arrives and any of the above is not met and we are unable to proceed with the installation, then we reserve the right to charge an abortive engineering charge. A new date and time will be provided which is subject to engineering availability and the installation will be subject to the installation charges set out.

5.2. Standard installations include:

5.2.2. Radio-based connections include 1 x Customer Access Radio, 1 x standard mounting bracket allowing the radio to attach to a brick wall or similar vertical wall, up to 30 metres of CAT5 cable to run from the Customer Access Radio to a termination point inside of the customer's building, 1 x drilled hole through masonry/wood (to maximum depth of 300mm) to allow the CAT5 data cable access into the Customer's building, 1 x power supply for the Customer Access Radio and 1 x WIFI router to provide the internet service. Standard installations are expected to take no longer than two (2) hours to complete from our engineers turning on-site and the Service being fully commissioned. Some installation may take longer, and where factors within our control cause this delay, then we will not charge customer's extra. Where customer's delay the installation for any reason that causes an installation to take longer than would have taken place without the customer delay, then we reserve the right to charge an extra labour charge according to our charges.

5.2.3. Additional provided equipment, services or labour provided outside of the scope of a standard installation are chargeable as defined within this agreement.

5.3. Non-standard installations include:

5.3.2. For radio-based connections they are available on request or after a site survey has judged that a standard installation is not possible. Non-standard installations for radio based connections may include, but are not limited to additional lengths of CAT5 to permit for a Customer Access Radio installation further away than 30m from the termination point; a different Customer Access Radio mounting bracket to permit installation onto a nonstandard mounting service, drilling of holes greater than 300mm or into materials that aren't standard such as metal, reinforced concrete or similar.

5.3.3. Non-standard installations are subject to SKYLIGHT BROADBAND LTD. approval and we may reject non-standard installation if we cannot provide them satisfactory.

5.3.4. Non-standard installations are subject to quotation and sometimes after a physical-site survey has been completed.

5.4. Where SKYLIGHT BROADBAND LTD., its partners or contractors install data cabling underground on a customer's land or property, (usually but not limited to fibre and SWA mains power cable installations), the Customer shall inform SKYLIGHT BROADBAND LTD., SKYLIGHT BROADBAND LTD.'s partners or contractors where existing underground services are located accurately and completely before any work takes place. SKYLIGHT BROADBAND LTD., SKYLIGHT BROADBAND LTD.'s partners or contractors shall take no responsibility for any damage to existing services, potential and subsequent loss of the service(s) where the location of the existing underground services was not accurately and completely disclosed beforehand. Any damage which is caused by the Customer's negligence to properly inform on this matter may be repaired at the sole discretion of SKYLIGHT BROADBAND LTD., SKYLIGHT BROADBAND LTD.'s partners or contractors upon agreement with the Customer and at extra charge which shall be quoted before any work. If SKYLIGHT BROADBAND LTD., SKYLIGHT BROADBAND LTD.'s partners or contractors are unable to repair or the customer rejects our quotation, then the Customer must organise the repair by other means. Example of existing underground services may include but is not limited to: BT copper telephone lines, BT fibre optic cables, local power distribution mains power cables, mains water pipes, mains gas pipes, the customer's own water, mains power, fibre, data, or gas pipes.

6. Your network and devices

6.1. If you connect the Service to your Local Area Network (LAN), you are responsible for ensuring that the LAN does not adversely affect our Equipment or our network. You are responsible for your LAN including all aspects of its configuration including but not limited to wireless access points, firewalls, computers, tablets and phones. You are also responsible for your devices and other devices that may connect to your LAN with or without your knowledge. Our demarcation point with your LAN shall be the Ethernet port and WIFI on router supplied to provide our service.

6.2. SKYLIGHT BROADBAND LTD. do not provide support for your computers, tablet computers, smart televisions, or any other networked device that may interact with the Service we provide. Please consult with an IT technician for any assistance with those devices.

7. VoIP Services:

7.1. Our Internet services are able to be used for VoIP services. As with any service customers use on the Internet, we take no contractual responsibility for their suitability, reliability, or any other contractual responsibilities for them.

7.2. Please be aware that unlike BT copper line services, to use VoIP services you will require mains power to all required network devices that deliver VoIP connectivity. This includes the Internet connection equipment that we have provided, as well as any internal network devices, VoIP phones, adapters or anything that requires mains power. In the event of a mains power failure, please be aware that your ability to use the VoIP service may be limited and therefore we recommend for any critical phone requirements that you either retain a BT copper line or ensure your mobile phone works and has suitable reception. You may need to consider contingency for dialling 999, the emergency services, in the event of a mains power failure.

8. Upgrades/downgrades and changes of Service requested by the customer

8.1. During the minimum period (or subsequent new minimum period for applicable business customers):

8.1.1. Upgrades:

8.1.1.1. We allow customers to upgrade their Service and increase their monthly data bundle (if applicable), and add any further data options during the minimum period if our network capacity permits.

8.1.1.2. The new charges applicable to the changes in service and options will be applicable on the date of the upgrade.

8.1.1.3. Upgrades during the minimum period will not vary the initial minimum period.

8.1.2. Downgrades:

8.1.2.1. Residential and Business customers may not downgrade their Service during the minimum period.

8.2. After the minimum period:

8.2.1. Upgrades:

8.2.1.1. We allow all customers to upgrade their Service, increase their monthly data bundle (if applicable), and add any further data options if our network capacity permits.

8.2.2. Downgrades:

8.2.2.1. Providing the customer provide SKYLIGHT BROADBAND LTD. at least 30 days written notice (by post or E-mail), we shall allow customers to downgrade their Service provision, reduce their data bundle or service options.

9. Equipment maintenance and recovery:

9.1. From time to time SKYLIGHT BROADBAND LTD. may need to repair, replace, maintain or upgrade any Equipment installed on your premises or to recover our Equipment following any termination of this contract.

9.2. If SKYLIGHT BROADBAND LTD. requires access, we will contact you to arrange an appointment to attend your premises for this purpose. You must agree to cooperate with us in arranging a suitable time for us to arrange any visits and permit access to all of the Equipment.

9.3. If SKYLIGHT BROADBAND LTD. is unable to gain access in a timely manner (defined as being 15 calendar days from first notification) and is unable to carry out the maintenance, then we cannot be held for any subsequent outages, faults, or downtime associated with your service if the maintenance, repair, replacement or upgrade would have prevented this, you will also be unable to apply for any Service Credits. We will charge for our Equipment which cannot be recovered which you will be liable to pay if you terminate your service and we are unable to recover this in a timely manner.

10. Network maintenance:

10.1. From time to time SKYLIGHT BROADBAND LTD. or its suppliers may need to repair, replace, maintain or upgrade any core network infrastructure beyond the customer premises to improve the network performance, reliability or features, or allow new components to be integrated into the network.

10.2. SKYLIGHT BROADBAND LTD. will make every reasonable effort to provide prior written notice of planned maintenance work on our website at www.skylightbroadband.com.com/Status or by E-mail. If you are a business customer with an Ethernet service, we will provide you with an E-mail notification in advance of this work. It is your responsibility to make sure you monitor our website status page and monitor your E-mails so that you are aware of the potential disruption when the maintenance occurs. Maintenance windows are usually between 00:01 and 06:00 UK local time where the actual work and thus interruption of service may only last for a small proportion of this. Although a large window is advertised for contingency, the work often completes much quicker.

10.3. Sometimes SKYLIGHT BROADBAND LTD. or its suppliers may need to make emergency maintenance. This emergency maintenance may not be pre-planned and may need to be carried out immediately at any time of the day without any prior notice. We will always make best efforts to pre-warn of any interruption of service if we are at the cause of it, however for emergency works, this may not be possible.

10.4. Any Service Level Agreements (SLAs) during any maintenance of any kind, pre-planned or emergency, are not applicable and no Service Credits can be requested.

11. Permitted users:

11.1. You are responsible for all users who access the Internet through the Service provided to you.

11.2. You must make sure that all users of the Service are aware of these terms and agree to abide by them.

11.3. You are not permitted to resell, share, distribute the Service to anyone outside of your premises to other residential users or businesses or the wider community by means including but not limited to wireless, cable or fibre unless you have received explicit permission to do so by SKYLIGHT BROADBAND LTD..

12. Fair and Acceptable Usage Policy:

12.1. For our Fair and Acceptable Usage Policy (FAUP), please see the separate Skylight Broadband Fair and Acceptable Usage Policy.

12.2. Your use of our service is governed by the FAUP and you must abide by and agree to the terms set out in it.

13. Technical details about the Service:

13.5. Management of the Equipment

13.5.1. For radio based Services, the Customer Access Radio incorporates a router and firewall. By default the router and firewall modes are enabled with the DHCP Server & NAT being enabled. The router is configured initially and any changes are to be made remotely by SKYLIGHT BROADBAND LTD. and no Customer access is provided to the Customer Access Radios configuration pages. Any attempt to access the management interface of the router will constitute breach of Contract and possibly lead to termination of service with associated termination fees being invoiced for payment.

14. Optionally provided Equipment:

14.1. Such optional Equipment may include but is not limited to Wi-Fi access points and network switches. Such Equipment is additional to the providing the basic Internet Service.

14.2. Where the optional Equipment is a Wi-Fi access point, SKYLIGHT BROADBAND LTD. will allow the customer to access the management interface of this device. Support for this additional equipment is not included and changes are made at your own risk.

14.3. Any optional Equipment is provided with a manufacturer's 12 month warranty. We do not provide any support for this Equipment once it has been installed.

15. Non-permitted actions:

15.1. The specific terms for non-permitted actions when using the service are set out in the Skylight Broadband – Fair Usage Policy.

16. Charges & Payment:

16.1. You have a responsibility to pay any Charges due for the Services and Products you receive from SKYLIGHT BROADBAND LTD. as invoiced. These Charges are payable from the day that you sign a Service agreement or Service activation, whichever comes first. Recurring Charges will be collected in advance, whilst one-off fees will be collected in arrears.

16.2. Our Charges include the following fees:

16.2.1. Monthly subscription fee: A recurring Charge, paid monthly in advance, for the provision of your monthly Service. The first payment will be pro-rated from the date of connection to the end of

the calendar month. The regular billing cycle for regular Service charges is the 1 st day of the calendar month.

16.2.3. Connection/Installation fee: A one-off charge, paid at the time of activating your account.

16.2.4. Cancellation fee: Paid if costs have already been incurred by SKYLIGHT BROADBAND LTD. to process your order and subsequent cancellation if you cancel your order before the Services connection date, on top of any actual costs of providing the Services. This charge is £25+VAT.

16.2.5. Reactivation fee: Paid if your account has been suspended for any reason and is subsequently reactivated without the need for an on-site visit. This charge is £25+VAT.

16.2.6. Early termination fee: Paid if you cancel your service before the minimum term has been reached.

16.2.7. Abortive engineering charge: Paid if you are not available during a pre-arranged on-site survey, installation of service, or repair of service, or our engineer is preventing from proceeding with the arranged work because of factors within the Customer's control. This charge is £80+VAT.

16.2.8. Installation Extra Items:

16.2.8.1. External CAT5e cable beyond 30m included as part of a standard installation for wireless-based connections: £1.25+VAT per metre

16.2.8.2. RJ45 Surface Mounted Box: £15+VAT

16.2.8.3. Labour associated to routing cables beyond a standard installation during the initial installation: £20+VAT per ¼ hour of part thereof.

16.2.8.4. Weekend, evening or public holiday installation: Upon special arrangement between SKYLIGHT BROADBAND LTD. and the Customer, we can install a new service in the evening (defined as being between 17.00hrs and 23.59hrs) and the weekend (defined as being either Saturday or Sunday), or a UK public holiday. This carries an extra charge on top of the agreed installation fee for normal-working hour's installations. Unless otherwise advised, out of hour's installation carry an extra charge of £100+VAT per hour for any on-site work on top of the standard business working hour installation rate.

16.2.8.5. Additional non-standard installation items not specified on our price list: Price on quotation and subject to agreement.

16.2.9. Service/Support Charges where outside of scope of included support:

16.2.9.1. If we need to return to the customer's site to replace or reconfigure a Wi-Fi Access Point that we have provided because the customer has damaged, factory defaulted the settings or changed the configuration which prevents it's normal and desired operation. This charge covers the labour only, and does not cover any replacement parts if required: £65+VAT.

16.2.9.2. Remote configuration or support charge. A charge for making any customer requested changes remotely to the equipment or service, or where the customer is requesting support for the equipment or services we have provided which they have altered to an undesired state and need resolving. Our standard remote configuration charge is £20+VAT per ¼ hour or part thereof within normal business hours.

16.2.9.3. Call-out charge, (Monday-Friday 09.00 – 17.00 excluding public holidays), includes labour for the first ½ hour on-site: £50+VAT

16.2.9.4. Labour charge for service calls after first ½ hour: £20+VAT per ¼ hour of part thereof.

16.2.9.5. Parts are charges according to 16.2.8.

16.2.10. Administration fee. An administration fee is chargeable when we have to do extra work because of something that you do not have to do. These are not normally necessary and you can take steps to avoid them. We will try to work with you to avoid additional admin and therefore the charges applicable, and we may choose to retrospectively credit an administration fee if you take steps to avoid extra work for us. Our Administration fee is £10+VAT on each occasion at our sole discretion (unless otherwise stated):-

16.2.10.1. If you pay by BACS, Fast Payment or CHAPS (electronic transfer or standing order) and don't include your account number as a reference so that your payment cannot be processed automatically or quickly. 26/04/14

16.2.10.2. If you overpay us and request us to return your payment. If the amount requires us to pay for a particular payment service, then we will charge the applicable cost for this in addition to our admin fee.

16.2.10.3. If you pay by Cheque.

16.2.10.4. If a Cheque is returned unpaid by the bank.

16.2.10.5. If you pay by credit or debit card and at a later date the payment is clawed back. This applies if we successfully defend the claw back or the claw back is later returned.

16.2.10.6. If you pay by a credit card we will charge you £2.50+VAT a month.

16.2.10.7. If you pay by Direct Debit and your payment fails.

16.2.10.8. If you cancel a Direct Debit via your bank, and don't inform us before you cancel it with your bank.

16.2.10.9. If you pay by Direct Debit and later claw back the payment. This applies if we successfully defend the claw back or the claw back is later returned.

16.2.10.10. If you ask us to print and post an invoice. We E-mail invoices and also provide them on-line within our customer portal for free.

16.2.10.11. If you don't use our DocuSign eSigning system and instead post us back a signed contract (unless you don't have an E-mail address or have Internet access at your current business or residential address).

16.2.10.12. You require us to complete any tests or procedures for compliance or for other similar purposes, then we will charge an hourly rate for this work, please contact us for a quote.

16.3. Calls to our customer support team are classified as a local rate call (01, 02 & 03 numbers) and they may be included at no additional cost as part of your mobile or landline telephone phone contract. Please check with your telephone provider for your specific charges.

16.4. Additional information and full details of our services and pricing can be found on our website. If there is a conflict relating to pricing between these Terms and our website, then the information on our website will take precedence; otherwise in the case of any other conflict these Terms will govern. If a pricing error has been made on our website in the Customer's favour, and if discovered before the Customer is billed, then we reserve the right to amend the pricing to the correct price.

16.5. Payment Methods:

16.5.1. SKYLIGHT BROADBAND LTD. accepts payments from customers via a variety of different ways.

16.5.2. All customers are encouraged to set up Direct Debit as a means to pay regular invoices. It is the lowest cost and most efficient way for us to administer regular payment collections, and therefore we pass on these savings and benefits to Customers with no additional charges made for Direct Debit payments.

16.5.3. We allow residential and business customers to pay using a VISA or Maestro debit card, however we will charge customers £2.50 +VAT per month or 4% of their invoice amount, whichever is greater, to pay using a credit card. Credit cards cost us more from our merchant banks and payment processors therefore these charges are passed onto customers. These charges may be applied in arrears after we have been charged by our Merchant Bank or Payment Card Processor.

16.5.4. Business customers are not permitted to pay using a debit or credit card and must pay by another accepted payment method.

16.5.5. Payments are also accepted by bank transfer, such as BACS, Fast Payment, or CHAPS. For payments via this method, Customers must specify their Skylight Broadband account number within the reference field to avoid an unnecessary admin charge or delays to the processing of your payment which could result in a suspension of service. At present there is no extra charge for this payment method subject to 16.2.10.1.

16.5.6. If your bank account or card details change you must notify SKYLIGHT BROADBAND LTD. immediately to ensure continuity of your service and so that they are updated on the system. It is possible to change your bank account details (Direct Debit payment customers) and debit or credit card details you have provided online in your customer portal.

16.6. Where payment is by direct debit, credit or debit cards, we will transact in UK Pounds Sterling.

16.7. All invoices will be issued and held on our website in the customer portal. You will need your username (often your E-mail address) and password in order to access the customer portal. SKYLIGHT BROADBAND LTD. will E-mail you to notify you when a new invoice has been issued and you are responsible for viewing and storing local copies of these invoices. If you forget your password to the end user portal you can request to reset your password yourself by following the applicable links. Alternatively you can request a new password from our support department within our normal business working hours.

16.8. You must pay SKYLIGHT BROADBAND LTD. all sums due to SKYLIGHT BROADBAND LTD. in full and you cannot deduct or withhold any part of the sums you owe us, except as permitted by law.

16.9. Clawed Back Payments:

16.9.1. If you pay using a debit card, credit card or Direct Debit, then you have the facility to claw back or reject the payment at a later date to your bank or card provider. This happens if you request to your bank or payment card provider for a refund for any reason, such as a claim under the Direct Debit Guarantee.

16.9.2. There should be no reason for you to claw back or reject the payment to your bank. If you have a payment query, please contact us if we have mistakenly taken payment from you, and we will issue a refund immediately if proved to be incorrect. We will even refund to you any applicable charges your bank may have applied if applicable, up to a maximum of our Administration Fee (currently £10+VAT).

16.9.3. It is important to note that if you do request a claw back or rejection of payment that this makes it as though the payment was never made at all, and therefore you still owe us money for the goods and services provided. If you do not pay us in time or at all, then a late payment penalties including applicable interest charges as well as admin fees are applicable.

16.10. Interest may be charged by SKYLIGHT BROADBAND LTD. if you do not pay us in full by the due date. SKYLIGHT BROADBAND LTD. may charge you interest on any overdue payments from the date you should have paid until SKYLIGHT BROADBAND LTD. receives full payment of the amount you owe including full interest (whether before or after judgement) at the rate of 5% per month.

16.11. Please be advised that in the event of SKYLIGHT BROADBAND LTD. not receiving full payment for services provided, SKYLIGHT BROADBAND LTD. have the right to suspend or terminate your services and take any steps necessary to recover the amount due (including any costs incurred collecting the funds owed).

16.12. All residential service prices shown are inclusive of VAT but our invoices show VAT payable as a separate item on each invoice. All business service prices shown are exclusive of VAT. In any event you are liable to pay VAT on all Services provided at the prevailing rate.

17. Service Interruptions:

17.1. We will take all reasonable measures to rectify any interruptions in the Services that we provide. However, we cannot be held responsible for disruptions caused by matters beyond our reasonable control (MBORC) including but not limited to hurricanes, tornadoes, storms, wars, strikes, floods, wild fires, natural disasters or other 'acts of God', 3rd parties where our equipment is installed on their land or property and mains power fails, wireless interference, the failure of SKYLIGHT BROADBAND LTD.'s providers, or the failure of the internet generally (where other ISP's are adversely affected) and shall not be liable for any delay or failure in the performance of its obligations to the extent that such delay or failure is attributable to matters beyond our reasonable control.

17.2. We may need to make changes to our network or the technical specification of the Service or may need to suspend provision of the Services for operational or technical reasons. We will use all reasonable endeavours to notify you in advance of such changes or suspension if it materially affects your Services. Obviously we'll do everything which is reasonably in our power to minimise the effect of these disruptions on you.

17.3. As you know, it is technically impossible for us to provide a fault-free Service at all times, but we're committed to providing you with a Service that has as few disruptions as possible. In the unlikely event that you experience a total loss of Service caused by factors within our control for more than five (5) consecutive days, you'll be compensated for each day's disruption (including the first five (5) days) by a Service Credit towards your monthly service fee equivalent to the amount you would have paid for Service on those days subject to the limitations in 17.4.

17.4. The following limitations apply:

17.4.1. For any interruptions caused by MBORC as defined in 17.1.

17.4.2. If SKYLIGHT BROADBAND LTD. is not provided with a named onsite contact for the duration of a fault in the case of faults affecting equipment at the Customer's premises, the time to resolve a fault can be extended through no fault of SKYLIGHT BROADBAND LTD.. Where this is not provided by the Customer, no Service Credits or compensation will be provided.

17.4.3. If the fault relates to any faulty Equipment that's situated in or on your premises or land, we may require onsite access to replace or repair this. If suitable access is not provided to allow us to repair/replace the faulty Equipment, or access is not provided to us within the next two working days following the report of the fault, then no Service Credits will be provided.

17.4.4. If the fault relates to customer negligence which has caused the Service interruption.

17.4.5. If the fault is not related to equipment or the Service that we have provided, then no Service Credits will be provided.

17.4.6. If your Service has been suspended because you breach any of our terms and conditions, including but not limited to: non-payment, using the Services in breach of our Fair and Acceptable Usage Policy, then no Service Credits or compensation will be provided.

17.4.7. You must request this Service Credit in writing to us within thirty (30) calendar days of the service outage to qualify.

17.5. If we reasonably believe that you are using the Services in breach of your obligations, including use of the Services in breach of the Fair Usage Policy, we may without liability or further notice suspend Services or in certain circumstances terminate your contract.

18. Moving:

18.1. If you are moving address and your new address is in an area that's covered by our network area, the Services will simply be moved to your new address, but a new connection fee will need to be paid in most cases. This is because we will need to move the radio to your new building and have this professionally installed and configured. The current charge for reconnection is £150+VAT. A new contract period and minimum term will generally be applicable from the date of the move.

18.2. If SKYLIGHT BROADBAND LTD. is unable to provide Services to your new home or business:

18.2.1. And you are subscribed to a residential service:

18.2.1.1. For residential customers where the agreement has a minimum period of twenty four (24) months or greater, and provided that that against the original standard installation costs at least £99 inc VAT was paid, and if you move home after the first eighteen (18) months of the service going live, we will allow you to cancel without penalty after the first eighteen months of the minimum period.

18.2.1.2. If you move home within the first eighteen (18) months of the service going live, then our standard early termination terms will apply as per clause 23.2.

18.2.2. And you are subscribed to a business service:

18.2.2.1. Our standard early termination terms will apply as per clause 23.2.

19. Service Level Agreement (SLA):

19.1. SKYLIGHT BROADBAND LTD. agree to provide the Services in accordance with its provider's service level agreements.

19.2. SKYLIGHT BROADBAND LTD. shall be permitted to vary its providers' service level agreement upon twenty (20) days prior written notice to the Customer.

19.3. In addition, SKYLIGHT BROADBAND LTD. will offer the following service levels on its core network; defined as any network infrastructure owned and operated by SKYLIGHT BROADBAND LTD.:

19.3.1. Less than 60m/s latency

19.3.2. Less than 2% packet loss

19.3.3. Less than 20m/s jitter for 99.9% of the time

19.4. SKYLIGHT BROADBAND LTD. retains the right not to pass on any benefits of its SLA with its provider, relating to Service Credits, to the Customer, where the cost of administering the credits, in SKYLIGHT BROADBAND LTD.'s reasonable opinion, is disproportionate to the credit received.

20. Performance:

20.1. The performance of the Service and times experienced will depend on a range of factors, including but not limited to contention ratio, atmospheric conditions, interference, bandwidth, network congestion and Internet congestion.

21. Cooling off period:

21.1. The cooling off period begins on the date of successful installation and Service activation and lasts for thirty (30) calendar days.

21.2. The cooling off period is not available for Business Ethernet customers or other connections with non-standard installation charges that are greater than £200+VAT.

21.3. If you are not satisfied with the Service within this period, you can terminate your contract providing you give us written notice to do so (E-mail or post) within the cooling off period and where your notice reaches us within the cooling off period.

21.4. You must pay all Charges incurred during this first 30 days including any installation Charges or Service charges. You won't be subject to the early termination fee 23.2.

21.5. Any equipment provided as part of the Service remains our property subject to 4.1 and we reserve the right to recover this equipment. You must allow us suitable access to recover this equipment within a timely fashion, no later than 2 weeks after your notice of cancellation.

21.6. At our sole discretion, and if the Equipment is recoverable and not damaged, nor shows excessive sign of wear or use, nor is altered from the factory condition, then we may issue a credit equal to £70+VAT for the Customer Access Radio and mounting brackets where you have subscribed to a Service that is delivered by radio.

22. Minimum Period:

22.1. Our standard minimum period of Services we provide to customers is twenty four (24) months from date of connection.

22.2. Sometimes our minimum period may be different, and this will be indicated on your order form or agreement.

22.3. If the minimum period is not listed on the order form, the standard minimum period of twenty four (24) months shall apply from date of connection.

22.4. For business Services only, unless otherwise indicated on an order form, if you change your service midway through an existing contract period, a new minimum period shall apply from the date of the changes to your service apply. This new minimum period shall be equal to our standard minimum period, unless otherwise indicated on the order form.

23. Cancellation/Termination:

23.1. Notice period:

23.1.1. Residential customers: You may provide notice of termination providing you give us at least thirty (30) days written (E-mail or Post) termination notice.

23.1.2. Business customers who employ more than ten (10) employees are required to give sixty (60) days' notice but not more than one hundred and twenty (120) days written notice before the end of the minimum period. If no written notice has been provided, then the contract will roll over automatically to a new minimum period equal to the minimum period in the initial term.

23.1.3. Business customers with fewer than ten (10) employees are subject to the same terms as residential customers subject to clause 23.1.1.

23.2. Early Termination Fee:

23.2.1. Should you decide to cancel your Service within the Minimum Period, or where your services have been terminated by us for breach of contract within the Minimum Period, you will have to pay for the remaining service charges until the end of the current Minimum Period as if you remained a customer. These charges will be invoiced as a single charge and are payable within our standard credit terms.

23.2.2. If you are a residential customer, and your minimum period is equal or greater than twenty four (24) months, and you wish to cancel after the first eighteen (18) months as you're moving home and we don't have network availability at your new address, then subject to the clauses in 18.2.1, you may cancel without penalty before the end of the minimum period so long as proof of your move is presented to SKYLIGHT BROADBAND LTD..

23.3. We may terminate your contract or suspend all or part of your service without notice if:

23.3.1. You or others misuse our Service (see our 'Fair and Acceptable Usage Policy').

23.3.2. You otherwise breach our terms.

23.3.3. You are persistently abusive or make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally or inappropriate towards our staff or contractors or network equipment.

23.3.4. You do not pay us in full, by the due date, any money you owe us.

23.4. Either party may terminate your contract by giving each other thirty (30) days written notice to the other:

23.4.1. If there has been a material breach of these terms by the other party and this isn't rectified within thirty (30) days of a written notice notifying of the breach.

23.4.2. If an event, outside our reasonable control, prevents us providing the Services for more than thirty (30) days.

23.4.3. If the other is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986); or becomes insolvent or bankrupt; or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction); or makes an application to a court of competent jurisdiction for

protection from its creditors generally; or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets; or enters into or proposes any composition or arrangement with its creditors generally; or is subject to any analogous event or proceeding in any applicable jurisdiction; or

23.4.4. By the customer or SKYLIGHT BROADBAND LTD., if for radio based installations the received signal strength on the Customer Access Radio decreases to an average (over one (1) week) of minus 95 dBm or lower, and this isn't rectified within thirty (30) calendar days of being notified of the lower signal strength.

23.4.5. by SKYLIGHT BROADBAND LTD. only, without cause, after any initial Minimum Period.

23.5. If SKYLIGHT BROADBAND LTD. is entitled to suspend your Service then all Charges for your Service will remain payable by you notwithstanding such suspension. If SKYLIGHT BROADBAND LTD. is entitled to terminate your Service (other than without cause), then SKYLIGHT BROADBAND LTD. will be entitled to charge you for the Charges which would have been payable to SKYLIGHT BROADBAND LTD. as if you had provided us with a termination notice on the date of such termination.

24. Your obligations:

24.1. You agree that you will comply fully with your obligations under these Terms, and at all times:

24.1.1. Comply with the terms set out in SKYLIGHT BROADBAND LTD.'s 'Fair and Acceptable Usage Policy' (as published on our website from time to time) and ensure that any others using SKYLIGHT BROADBAND LTD.'s Services via your account comply with the 'Fair and Acceptable Usage Policy' as well.

24.1.2. Keep your security information safe and tell SKYLIGHT BROADBAND LTD. immediately if you become aware of any improper disclosure of your security information or unauthorised use of the Services through your account.

24.1.3. Provide accurate information to SKYLIGHT BROADBAND LTD. (especially during the ordering process) and ensure that this information is always kept up to date and accurate.

24.1.4. Ensure that your equipment and software complies with all applicable laws and standards and that you have any necessary licenses before you use it to connect to the SKYLIGHT BROADBAND LTD. network and ensure that your equipment and software is compatible with our Equipment.

24.1.5. Only you control the content you upload or download using the SKYLIGHT BROADBAND LTD. network. We have no responsibility for any such content.

24.1.6. Comply with these Terms and any reasonable instructions SKYLIGHT BROADBAND LTD. gives you.

24.1.7. Indemnify SKYLIGHT BROADBAND LTD. against all losses, liabilities, costs (including legal costs) and expenses which SKYLIGHT BROADBAND LTD. may incur as a result of any third party claims against SKYLIGHT BROADBAND LTD. arising from, or in connection with your misuse of the Services or breach of these Terms.

24.1.8. All amounts due to SKYLIGHT BROADBAND LTD. shall be paid in full (without deduction or withholding except as required by law) and you shall not be entitled to assert any credit, set-off or counterclaim against SKYLIGHT BROADBAND LTD. in order to justify withholding payment of any such amount in whole or in part

24.1.9. From time to time, SKYLIGHT BROADBAND LTD. may (without notice to you) review, record or check your use of SKYLIGHT BROADBAND LTD.'s Services where SKYLIGHT BROADBAND LTD. is required to do so to ensure compliance with any laws or regulations or where ordered to do so by any court or other body or authority with the power to require such monitoring and for our own internal purposes to ensure compliance with these Terms and the 'Fair and acceptable usage policy'.

25.Changes:

25.1. SKYLIGHT BROADBAND LTD. may need to change these Terms and Conditions, including the Charges at any time.

25.2. If we increase the Charges for elements of the Service you are using, or change the Terms to your significant disadvantage, we will give you 30 days' notice in writing before the changes apply.

25.3. For any changes to our Terms that we may need to make for legal or regulatory purposes, we may not be able to provide 30 days' notice, but we will endeavour to provide notice as soon as possible.

25.4. Changes will be posted on our website and notifications sent to you by E-mail.

25.5. Changes will come into effect on the date of publication and your continued use of the Service is deemed as your acceptance of these terms including any changes and variations.

26. Contacting us:

26.1. You may contact us for anything to do with your Skylight Broadband account including but not limited to account enquiries, billing, sales, customer services, technical support, complaints, by a number of means. We prefer where possible that you contact us using the methods detailed on our website. On our website we provide a contact page which provides a number of methods for contacting us dependant on your enquiry and dependant on whether you are a residential or business customer. As these website links can change from time to time, we recommended that you browse to our main website page and navigate from there. If you encounter any difficulties when using our website, please call us subject to 26.2.

26.2. If you need to contact us by telephone, please call us on 01626 798225. Calls to 01 numbers are charged at the same rates as UK landline numbers. Some telephone and mobile providers provide free or bundled calls to 01 numbers so these calls may not cost you anything. Please check with your telephone or mobile provider for more details. Live telephone-based staff are not available 24x7 for all customers. Please check our website under the Contact section for further details on availability. We are happy to call our customers back if this is preferred subject to their number being a UK landline number starting 01, 02, 03 or 08 number and a UK mobile number beginning 07. Please request this either by our website, E-mail or telephone.

26.3. If you need to post anything to us, please use the following address: Skylight Broadband, C/O SKYLIGHT BROADBAND LTD. the croft Abbotskerswell, TQ12 5LQ. You will be required to cover your own postage costs as we will not compensate for these. For this reason, we recommend that where possible you contact us using the contact forms on our website which are free of charge and do not impact the environment.

27. Delivery Policy:

27.1. All equipment required to provide the Service is provided at the time of installation and is brought to the installation site by the engineer. Although we don't charge a delivery charge specifically for this equipment, we will most likely charge an engineering charge or installation charge that will cover the cost to bring the equipment to the installation site.

FAIR AND ACCEPTABLE USAGE POLICY

1. Definitions: Skylight BROADBAND LTD.Limited ('SKYLIGHT BROADBAND LTD.', 'SKYLIGHT BROADBAND LTD. Solutions', 'us', 'we', 'our') is a provider of various Internet services, registered in England and Wales (Company no: 08839461). Our registered office and principle place of business is at The Croft, Abotskerswell, TQ12 5LQ.

The following definitions used in these terms and conditions shall have the meanings given to them below: –

'Business working hours' means the hours between 0900 and 1730 UK local time Monday to Friday, excluding UK public holidays.

'Charges' means any charges which the Customer is liable to pay under this Contract, for example installation costs, line rentals, circuit rentals, management fees, etc.

'Credit Limit' means the credit limit agreed between SKYLIGHT BROADBAND LTD. and the Customer in this Contract. Unless otherwise agreed, the credit limit shall be the equivalent of one month's billing of network services. Plus 30 days credit of any other goods or services provided by SKYLIGHT BROADBAND LTD. Solutions, including Equipment or maintenance services.

'Customer' means the person or body corporate contracting Skylight BROADBAND LTD.to supply the Service(s) under this Contract

'Equipment' means any Equipment or products supplied by Skylight BROADBAND LTD.to the Customer as part of the Service such as Customer Access Radios, Wi-Fi access points, routers, modems and associated cables, fibre and filter(s).

'IP address' mean the unique Internet Protocol address assigned to your connection.

'Minimum Notice' means the notice required to terminate the relevant Service.

'Minimum Period' means the minimum period for the supply of the relevant service.

'Prices' means the prices for the relevant Service as amended by Skylight BROADBAND LTD.from time to time.

'RIPE NCC' means Réseaux IP Européens Network Coordination Centre, the body responsible for administering IP addresses with Europe, the Middle East and parts of central Asia.

'Service' or 'Services' means the supply, connection and provision of the SKYLIGHT BROADBAND LTD. Internet connection. The Internet connection method may include access by Radio, fibre optic or copper.

'Property' means the Customer's Property at which any Equipment shall be installed (and programmed) if necessary and/or the Service provided.

'Our website' means the Skylight Broadband website at <http://www.wessexinternet.com>.

2. Introduction:

2.1. The following list details all the uses of SKYLIGHT BROADBAND LTD.'s services that we consider unacceptable – in other words, unfair and unacceptable usage. SKYLIGHT BROADBAND LTD. maintains and promotes a policy of fair and acceptable usage at all times, so please ensure that any use of SKYLIGHT BROADBAND LTD.'s services, by yourself or anyone who connects to the service doesn't in any way contradict the restrictions listed below. You will also find your responsibilities to help keep our network secure listed at the end of this Fair and acceptable usage policy (the 'Policy').

2.2. Please ensure that anyone using your account to access SKYLIGHT BROADBAND LTD.'s Internet services agrees with this Policy and is aware of their obligations under it. This extends to your children, members of your household or guests (for residential services) or your employees, office workers or guests (for business customers) or any one accessing the network through your home or office either knowingly or otherwise.

3. The Services CANNOT be used for the following:

3.1. Unlawful, fraudulent, criminal or otherwise illegal activities

3.2. Sending, receiving, publishing, posting, distributing, disseminating, encouraging the receipt of, uploading, downloading, recording, reviewing, streaming or using any material which is offensive, abusive, defamatory, indecent, obscene, unlawful, harassing or menacing or a breach of the copyright, trademark, intellectual property, confidence, privacy or any other rights of any person

3.3. Commercial purposes (unless you are a business customer on an appropriate business service)

3.4. Sending or uploading unsolicited emails, advertising or promotional materials, offering to sell any goods or services, or conducting or forwarding surveys, contests or chain letters except that business customers are permitted to send marketing communications in accordance with the Privacy and Electronic Communications Regulations 2003 if sent in batches of no more than fifty (50) emails at any time, each individual campaign being sent to no more than five hundred (500) recipients, with no more than five (5) campaigns per month

3.5. Knowingly or negligently transmitting or uploading any electronic material (including, without limit, files that contain viruses, corrupted files, or any other similar software or programmes) which is known or likely to cause, interrupt, damage, destroy or limit the functionality of any computer software, hardware or telecommunications Equipment owned by SKYLIGHT BROADBAND LTD. or any other Internet user or corporation

3.6. Activities that invade another's privacy, cause annoyance, inconvenience or needless anxiety to any person

3.7. Activities that are in breach of any other third party's rights, including downloading, installation or distribution of pirated software or other inappropriately licensed software, deletion of any author attributions, legal notices or proprietary designations or labels in any file that is uploaded, falsification of the origin or source of any software or other material

3.8. Anything that may disrupt or interfere with SKYLIGHT BROADBAND LTD.'s network or services or cause a host or the network to crash

3.9. Launching "denial of service" (DoS) attacks; "mail bombing" attacks; or "flooding" attacks against a host or network

3.10. Granting access to your SKYLIGHT BROADBAND LTD. services to others not residing at the premises at which these Internet services are provided

3.11. Reselling the Service

3.12. Making excessive use of, or placing unusual burdens on, the network, for example by sending or receiving large volumes of email or excessively large email attachments

3.13. Circumventing the user authentication or security process of a host or network

3.14. Creating, transmitting, storing or publishing any virus, Trojan, corrupting programme or corrupted data

3.15. Monitoring or recording the actions of any person entitled to be in your home or business premises without their knowledge or any person or thing outside of your home or premises including, without limitation, any public highway or roadway or another person's home or business premises

3.16. Collecting, streaming, distributing or accessing any material that you know, or reasonably should know, cannot be legally collected, streamed, distributed or accessed.

4. Security:

4.1. You are responsible for ensuring that any user ID and/or password selected by you remain confidential so that the network cannot be used by any unauthorised person.

4.2. The user ID and/or password referred to include, but are not limited to, those controlling access to (a) any computer hardware systems or networks; (b) any computer software or applications; or (c) any other services accessed by you in the use of either of the above.

4.3. You shall not disclose any user ID or password to any third party, or use the same for any purpose connected with the improper use of the network including accessing or attempting to access other parts of the services for which you do not have access rights.

4.4. You are responsible for taking all reasonable steps necessary to prevent a third party obtaining access to the network.

4.5. You must immediately advise us if you become aware of any violation or suspected violation of these Security provisions.

4.6. Usage by others using the service without your knowing:

4.6.1. You are responsible for all uses made of SKYLIGHT BROADBAND LTD's Internet services through your account (whether authorised or unauthorised) and for any breach of this Policy whether an unacceptable use occurs or is attempted, whether you knew or should have known about it, whether or not you carried out or attempted the unacceptable use alone, contributed to or acted with others or allowed any unacceptable use to occur by omission. You agree that SKYLIGHT BROADBAND LTD. are not responsible for any of your activities in using the network. It's your responsibility to determine whether any of the content accessed via SKYLIGHT BROADBAND LTD.'s Internet service is appropriate for children or others in your household or office to view or use. It's not SKYLIGHT BROADBAND LTD's responsibility to filter or make provisions to restrict access to certain websites some may find offence.

5. E-mail:

5.1. SKYLIGHT BROADBAND LTD. reserves the right to block any E-mails passing through out network that have the characteristics of SPAM email. We may contact you to inform you if you're emails have been classified as SPAM and any SPAMing activities made by you may result in a suspension or termination of service.

6. Data usage and excessive network use:

6.1. If it's felt that your Internet activities are so excessive that other customers are detrimentally affected or our general network performance is degraded in any way, at any time, SKYLIGHT BROADBAND LTD. may give you a written warning (by email or otherwise) to reduce your usage to acceptable levels. In extreme circumstances, should the levels of activity not immediately decrease after the warning, SKYLIGHT BROADBAND LTD. may impose traffic engineering to limit your network activities, or in extreme events terminate your services or change your service to a service not permitted to have unlimited data. Our standard early termination terms apply.

7. Breach of policy

7.1. If any customer's use of these services constitutes a breach of this Policy, SKYLIGHT BROADBAND LTD. may, at its option and discretion, either give the member notice to stop the unacceptable use(s) or terminate that member's services (with or without notice as SKYLIGHT BROADBAND LTD. considers appropriate).

7.2. SKYLIGHT BROADBAND LTD. supports the Internet Watch Foundation (IWF). The IWF is the UK hotline for the public to report potentially illegal website content relating to child abuse, together with material of an unlawful nature. For more information about the IWF and its services please visit <http://www.iwf.org.uk>

7.3. To report any illegal or unacceptable use of SKYLIGHT BROADBAND LTD. services, please send an email to abuse@skylightbroadband.com.