

Rade - Wireless Broadband Terms and Conditions

These terms and conditions set out the agreements between you 'the Purchaser' and Rade 'the Seller'. Your use of our wireless broadband 'the Service' will be governed by the terms of these agreements; please read them carefully.

Service Provided

As part of providing you with the services under this agreement, Rade subcontracts aspects of the services you receive. Rade provides you with installation, technical support and payment handling services; Data Centres Ltd provides you with connectivity.

Please refer to the Acceptable Use Policy for Data Centres Ltd, also known as Redraw Internet:

<http://www.redrawinternet.com/t&cs.html>

Rade will at all times seek to provide the best possible service to each purchaser however each service has an 'up-to' speed. Rade will only guarantee the speed to equipment that is supplied and installed by Rade. Older computers may struggle with receiving the burst speed provided.

Installation & Maintenance

By placing the order you give your permission for Rade to enter your premises for the purpose of installing the Service. It is your responsibility to make sure you have permission to attach the wireless receiver to the outside of the property.

Maintenance is provided free of charge for any issues that arise between the transmitter and the Rade supplied equipment at the customer's premises. This does not cover any equipment purchased by the customer that did not originate from Rade.

Rade reserve the right to charge for engineering work required to solve a problem that has occurred beyond the supplied equipment.

Outages

Rade provides 24/7 network monitoring and a 99.9% availability target.

Planned outages may occasionally be necessary to carry out essential maintenance or network upgrades. They will be kept to a minimum and scheduled to minimise disruption.

Rade will advise of steps taken to diagnose a fault for which Rade is not responsible; those faults not involving Rade network services or equipment.

Rade and Data Centres Ltd will not be liable for failing to do what it promised under these agreements if it is prevented from doing so by something outside its reasonable control which will include (but is not limited to) lightning, flood or severe weather conditions, fire or explosion, civil disorder, damage or vandalism to our network or equipment, terrorist activities, war, actions of local or national governments or other authorities, or industrial disputes.

Rade will not reimburse or discount any monthly subscriptions for loss of connection.

Acceptable Use

The Purchaser is responsible for any usage of the service provided by the Seller. The Purchaser must not send communications that are offensive, abusive, defamatory, obscene, menacing, cause nuisance or break the human rights of any other person. The Purchaser must not perform any illegal activity; this includes but is not limited to: access or publish child pornography, incite racial or religious hatred. Upload, download or transmit any information, material or software that is protected by copyright without the permission of its owner.

The Purchaser must not do anything which may cause harm to the Seller's service or the network on which the Seller's service is carried. Should the Seller conclude that the service has been misused then the Seller reserves the right to immediately suspend and / or withdraw service and reclaim supplied equipment. No refund for part or annual subscription payments will be made.

Fair Usage

Rade aims to supply the customer with the fastest possible connection based on their price plan. We offer an unlimited broadband service but inappropriate activity on a shared network can be detrimental to other users. If service quality fluctuates at peak times through inconsiderate use by one Purchaser, we reserve the right to restrict the generation of excess web traffic. This will only affect those who might be constantly downloading or uploading videos or very large files. A written warning will be sent (by email or otherwise). In extreme circumstances, should the level of activity not decrease following the warning, we may terminate the Purchaser's service to make sure the service can be used fairly by everyone.

We may need to vary the policy from time to time to ensure the best possible experience for all our customers. The website will always be kept up to date with the latest information.

Duration

The minimum contract period is on a fixed term of 12 calendar months, unless a different fixed term contract is specified, after which time the contract will move onto a monthly contract cycle. If the

Purchaser wishes to leave their fixed term contract before the expiry of the service then the remaining months must be paid in full.

After the minimum contract period, if the Purchaser wishes to terminate their service then a full calendar month's written notice must be provided. Any notices given mid-month will take affect at the start of the following month.

Rade has the right to amend or change the pricing or terms of service at any time during the service.

Payment Terms

All payments must be made by a monthly standing order. It is the responsibility of the Purchaser to ensure that their bank has set up the standing order instruction in time for the payments to be made. A reconnection fee of £15 will be charged on each occasion service is restarted after disconnection due to non-payment.

Reselling

Rade strictly prohibits the reselling and redistribution of its service without prior written permission.

Confidentiality

Any agreement between the Seller and the Purchaser is confidential and may not be disclosed for any reason to any third party without the express written authority of the other party.

Assignment

Rade reserve the right to assign our rights or obligations under this agreement to any company, firm or person(s). The Purchaser shall not pass this agreement to any third party without the express written authority of Rade's Managing Director.

Liability

Except to the extent required by law, the Seller shall not be responsible, and does not accept liability in agreement, tort (including negligence) or otherwise, for any damages, losses, liabilities or claims relating to the manufacture or operation of the equipment and service provided. The Seller will not be liable for any loss or damage caused by us or our employees or agents where there is no breach of a legal duty of care owed to you by us or by any of our employees or agents or such loss or damage is not a reasonably foreseeable result of any such breach.

This proposal and any subsequent order are subject to English Law and any arbitration will be subject to ruling by courts within the United Kingdom, excluding Scotland.