

# HUBBNET Broadband Terms and Conditions



## 1. Parties agreeing to these terms

- a. Parties identified as the following; We, Our, Us, “the network”, HUBBNET. Refer to HUBBNET LTD, of 13 Nelson Street, Hull, HU1 1XE. Registered in England #10683556
- b. Parties identified as the following; You, Your, the customer, the account holder: Refer to the customer identified on the invoice who pays for the service.

## 2. What we provide

- a. HUBBNET will provide you a high speed broadband service at speeds correct to the service level of your choice.
- b. A 24 hour (voice mail) telephone contact, response during office hours 08:00 — 16:00 Monday to Friday.
- c. Installation of network equipment required to enable you to use the service.

## 3. The equipment we agree to loan you includes

- a. A suitable router, which remains the property of HUBBNET for the duration of the service and must be surrendered if your service ends.
- b. A suitable wireless receiver, which remains the property of HUBBNET for the duration of the service and must be surrendered if your service ends.
- c. Or any other equipment required providing you with a service will remain the property of HUBBNET for the duration of the service and must be surrendered if your service ends.
- d. It is your responsibility to care for the equipment and not misuse or damage in any way. This includes wilful damage, accidental damage, theft or any other loss that may occur.
- e. Equipment failure covered under manufacturer warranty period will be replaced free of charge.
- f. Replacement fees will apply if the equipment has not been maintained to an acceptable standard. See Fees and Other Charges.
- g. Any equipment installed by HUBBNET unless explicitly purchased by the customer, evidence of which is in writing, must be returned to HUBBNET at the end of your service. Any equipment not returned or returned in poor condition will be charged to the account holder at full cost price and subject to administration fees. Any extra costs incurred in recovering equipment will be payable by yourself.
- h. You agree to allow HUBBNET to access equipment at any time and without hinderance. HUBBNET have the right to move, remove, alter, replace or maintain, in any way necessary, equipment installed at your property, business or place of residence, at any time without notice or permission from yourself.

## 4. Testing your service

- a. Our service will only work correctly if we have clear line of sight between our transmitters (node) and your receiver. Obstacles including trees and buildings may influence the resulting service.
- b. We will test the service we have installed and confirm it meets our specification and your expectations. All speed testing will be from one of our approved laptops using a spare LAN port on the router we have supplied. Wireless speed testing is not an indicator of a reliable speed test due to the nature of wireless technology.
- c. Speed testing can be completed using our approved speed testing facility <http://beta.speedtest.net>

## 5. When the Service Starts

- a. The HUBBNET service is subject to a minimum period of 12 consecutive months. The HUBBNET service and the minimum period of 12 consecutive months will start on the day we install the service (the service start date). We will agree a date with you for delivery and installation of any equipment, but all dates are estimates and we cannot guarantee we will meet them.
- b. If the service term differs from 12 consecutive months, this will be put in writing to you. Installing the service will deem you to have accepted the terms of this agreement and any minimum period required.
- c. If you need to change or cancel any appointment date, you must inform us at least three working days prior to the scheduled appointment or we may charge you a missed appointment fee.
- d. During installation there must be a responsible adult present in your home. Where this person is not you, it must be someone authorised by you to make decisions regarding the location and installation of equipment.
- e. If you do not own the property or it is leased, rented or otherwise restricted in some way, it is your responsibility to receive the necessary permissions to enable the service and any associated works required to be carried out by HUBBNET or our 3<sup>rd</sup> party contractors. We will not be held liable for any costs or damages if you have failed to require the necessary permissions.
- f. You are entitled to a 14 day cooling off period. The service can be cancelled up to 14 calendar days after the day we install the service. Any equipment that has been supplied must be returned and you will only be charged for the service you used. However, you will also need to pay any activation and install fees involved, even if they were advertised as free as a condition of you keeping the contract. You will be charged a £50 administration fee to have the equipment collected and your service terminated. We reserve the right to charge a higher fee if necessary.

## 6. Quality of Service

- a. We aim to provide a continuous, high-quality service, but we do not guarantee either the quality of the service or that the service will be available at all times. We offer no refund if this is not met and we will not be held liable for any consequential loss.

- b. From time to time faults in the service may occur some of which beyond our control, and maintenance on the network may be required which could cause disruption. We will repair these faults as soon as we can and perform network maintenance when the network is least busy.
- c. We may also take action to manage the network's performance during periods where there is a high demand.
- d. Occasionally, we may have to interrupt the service. If we do, we will endeavour to inform you beforehand wherever possible and will restore the service as quickly as we can. We may also make minor changes to certain technical specifications, including limits for transferring information which are associated with the service.
- e. Our Broadband residential Internet access package is designed for fast web browsing and email collection and to offer a general improvement over the technology available through standard Internet access.
- f. Our Broadband is not designed to sustain prolonged high bandwidth, heavy-usage applications such as continuous Peer-to-Peer (P2P) file sharing, very heavy streaming video, binary downloads or other intensive uses.
- g. Our Broadband is designed to ensure that Customers using the package as intended receive the optimum experience. High-bandwidth use, as outlined above, is therefore not recommended. Where the Service has been deemed to have been used inappropriately or to the detriment of the network or other customers, HUBBNET reserves the right to take action against the account holder in question as set out in these terms.
- h. Business accounts needs and expectations are set out on an individual basis which is agreed on when then sign up.
- i. If you reach your allocated usage before the end of the month we will restrict or suspend your service. Your service will not be restored until your next billing period, or until you upgrade your package.

## 7. Applying for the Service

- a. You are required to sign-up to an appropriate account type depending on your required utilisation. Residential accounts are provided for Consumers.
- b. If you wish to use your account commercially then you must sign-up to a Business account where appropriate. For guidance, HUBBNET consider commercial use to be at a level above that which is running a part time Business or supporting any kind of hobby. Business accounts must be used if the account is to be used from any official Business.
- c. If the primary use of your account is for running a home business or if it become clear to us that you are using the account for business purposes then we reserve the right to switch your account type to that of a business.

## 8. Sharing the Service

- a. It is prohibited to share or redistribute your service by any means; this includes wired and wireless connection other than your home connected devices.
- b. Your service will be terminated without notice if we suspect you are sharing or allowing your service to be shared with others.
- c. No refund will be offered if your service is suspended or terminated for suspected sharing.

## 9. Disruption to the Service

- a. The Service(s) also may not be used to interfere with computer networking or telecommunications Services to any user, host or network, including, without limitation, denial of Service attacks, flooding of a network, overloading a Service, improper seizing and abuse of operator privileges and attempts to "crash" a host. The transmission or dissemination of any information or Software that contains a virus or other harmful feature is also prohibited. You are solely responsible for the security of any device you choose to connect to the Services, including any data stored on that device.
- b. Using the Service to run open servers, such as SMTP relay, DNS, web proxy and NTP, is prohibited. We define an open server being one which can be connected to over the internet by hosts not in a trusted list.

## 10. Inappropriate use

- a. There may be content on the Internet or otherwise available through the Service(s) which maybe offensive to some individuals, or which may not be in compliance with all local laws, regulations and other rules. We can assume no responsibility for the content contained on the internet or otherwise available through the Service(s). You must assume the risk of accessing content through the Service, and neither HUBBNET nor any of its employees, will hold any liability for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to access to such content.
- b. You must not use the service or allow the service to be used in any way which breaks any law or the conditions of any licence or rights of others; to make offensive, indecent, menacing actions or to cause annoyance, inconvenience or needless anxiety; to send, knowingly receive, upload, download, or use any material which is offensive, abusive, defamatory, obscene or menacing.

## 11. Legal Obligations

- a. HUBBNET does not monitor or record your activity on the network. The only statistics recorded are total volumes of data transfer each month.
- b. We will not allow any 3rd party access to our network or to customer accounts without a court order.
- c. If we receive a notice of copy write infringement and the end user can be identified, we reserve the right to pass this onto you.
- d. You are responsible for everything that happens with your internet connection. We will not accept liability for your account being misused.
- e. If your broadband account is being used for anything unsavoury we may terminate your service at any time. No refund will be provided and we accept no liability for consequential loss.

## 12. Broadband acceptable use policy

- a. The Broadband Internet access component of your account is based on a contended service. HUBBNET manage the network using prioritisation techniques to ensure that during busy periods time sensitive applications such as VoIP, email, gaming and web browsing are given

priority over bandwidth intensive, non-time sensitive applications such as Peer-to-Peer (P2P) file sharing.

- b. These guidelines are to give you a clear expectation as to what constitutes fair and reasonable account usage. You are bound by these guidelines HUBBNET impose on you, as a user of the Service, in order that HUBBNET can operate a reliable service for our customers.
- c. If you do not abide by the limitations of your account, HUBBNET will take action against you not limited to, but including, termination of your account without a refund.
- d. Any decision made by us in relation to this Service shall be final.

### 13. Fibre Service

- a. All our fibre products are subject to a minimum 18 month contract. By agreeing to have the service installed you are accepting the terms of the contract.
- b. If you move property or wish to have the service removed you will be liable to pay the remaining term on your contract.
- c. The service is provided by a 3rd party. We offer no warranty for their broadband or works and are not responsible for and damage of consequential loss, however caused.
- d. Technical problems that require an engineer to be sent will be chargeable by the 3rd party provider. We will advise you of this cost in advance. The cost of this will be added to your next billing cycle for payment.
- e. We offer no guarantee for this service. No refunds will be offered for loss of service or downtime however caused.
- f. You are entitled to a 14 day cooling off period. The service can be cancelled up to 14 calendar days after the day we install the service. Any equipment that has been supplied must be returned and you will only be charged for the service you used. However, you will also need to pay any activation and install fees involved, even if they were advertised as free as a condition of you keeping the contract. You will be charged a £50 administration fee to have the equipment collected and your service terminated. We reserve the right to charge a higher fee if necessary.

### 14. Changes we Make

- a. We reserve the right to change these Terms at any time. Changes will be published on HUBBNET website.  
<https://hubbnet.net/customer/HUBBNET%20Broadband%20Terms%20of%20Service.pdf>

### 15. Changes you can make

- a. If you move house during the 12 consecutive month minimum period (or your agreed period), and continue to receive The HUBBNET Broadband service, your existing terms will be carried over. Additional costs will be charged to remove and relocate your service.
- b. If you move home during the 12 consecutive month minimum period (or your agreed period), to a part of the UK where HUBBNET do not offer a Broadband service, cancellation charges may apply including early termination fees.

## 16. Cancelling the Service

- a. You may cancel your agreement for HUBBNET Broadband by contacting us at any time up until three days prior to HUBBNET Broadband scheduled install date. However, you will be liable to pay for any work that we, or our 3<sup>rd</sup> party contractors have started.
- b. If you choose to end your HUBBNET Broadband service within the minimum period of 12 consecutive months, you will have to pay a termination charge. This charge will be calculated by multiplying the number of months remaining in your minimum term by monthly service fee.
- c. If you leave HUBBNET within 12 consecutive months of the broadband service start date and do not return the property belonging to HUBBNET in an acceptable condition, you will be charged accordingly.
- d. Your service will continue on a 1 month rolling agreement after the end of your 12 consecutive month minimum period (or your agreed period). 1 months notice must be given in writing or email to end your term if you wish to cancel the service. Notice should be emailed to [info@hubbnet.net](mailto:info@hubbnet.net) or put in writing to HUBBNET LTD, PoBox 606, Hull, HU9 9PD.
- e. Your termination request will be in force once it has been confirmed in writing or email by HUBBNET LTD.

## 17. Fees and other Charges

- a. Any additional charges that are not included within our standard installation charge will be highlighted during the installation. These may include additional fixings, non-standard ladder access, masts and cable.
- b. Other fees may be chargeable to replace or repair non warranty works as follows but not limited to:
- c. Hourly rate £50.00
- d. Ad-Hoc hourly rate £75.00
- e. Replacement router £70.00 (does not include installation at hourly rate)
- f. Replacement receiver £150.00 (does not include installation at hourly rate)
- g. Additional cable, fixings, masts, scaffold and or extreme ladder works will be quoted to you in advance (does not include installation at hourly rate)
- h. Missed appointment or appointment cancellation £100.00
- i. Callouts and diagnostic work for issues found not to be at HUBBNET fault will be billed at £75 plus hourly rate. This will be added to your next bill.

## 18. Normal Hours of Business

- a. Our normal Hours of business are 8:00 — 16:00 Monday to Friday.
- b. Should you require service please call our 24-hour line on 01964 207207. Voicemail outside normal hours of business.
- c. We do not offer support or contact via text/sms message in any circumstances.
- d. We will aim to respond as soon as possible within normal business hours.
- e. Installation and service works are 08:00 — 16:00 Monday to Friday.
- f. We recognise United Kingdom Bank and Public Holidays as non-business working days.

## 19. Payment for your residential service

- a. Payment for your service will be either as a lump sum in advance for the 12 consecutive month plan or monthly via Direct Debit Mandate with your bank. The balance is due within 14 days of the invoice date.
- b. Invoices will be emailed to the address you have given us. It is your job to ensure you keep us informed if you change your email address.
- c. Accounts that remain unpaid after 14 days will have a late payment charge of £12 added. Further fees may be added if the account remains unpaid.
- d. Failure to settle accounts will result in your service being suspended and sent to a holding page until settled.
- e. If your account is unpaid for 60 days we reserve the right to send your account to debt collections agencies.
- f. We do not accept payment via Credit Card.
- g. If you insist on paying by cheque a handling charge of £50 will be added. Service will not be activated until payment has cleared in our account.

## 20. Business payment terms

- a. Invoices will be emailed to the address you have given us. It is your job to ensure you keep us informed if you change your email address.
- b. Payment is to be made in full within 30 days of the invoice date. Unless otherwise agreed in writing by us.
- c. If payment is not made within 30 days then interest will be added at 8% plus the Bank of England base rate.
- d. A fixed sum of between £40 and £100 will be added to each unpaid invoice depending on the invoice value as set out by the late payment legislation.
- e. In the unlikely event that invoices remain unpaid we reserve the right to issue court proceedings and instruct debt collection agencies to recover the money. Any costs incurred will be payable by you.
- f. Payment must be made to our bank account and have cleared by the due date of the invoice. The onus is on you to pay the account on time.
- g. We do not accept payment via Credit Card.
- h. If you insist on paying by cheque a handling charge of £50 will be added. Service will not be activated until payment has cleared in our account.
- i. If your business requires a purchase order number it is your responsibility to add this to the invoice. We are not responsible for your accounts payable administration and will not jump through hoops to be paid.
- j. As a business customer you are not subject to the Sale of Goods act or Consumer Credit Act.
- k. The terms within the document supersede any terms you may have sent to us. HUBBNET are the supplier, you are bound by our terms.

## 21. Direct Debit payments

- a. Your direct debit payments will be taken through GoCardless, a 3rd party company.
- b. We do not hold any financial information, this is held by GoCardless only.
- c. The following Direct Debit Guarantee rules apply to you:

The Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits

- i. If there are any changes to the amount, date or frequency of your Direct Debit the organisation will notify you (normally 10 working days) in advance of your account being debited or as otherwise agreed. If you request the organisation to collect a payment, confirmation of the amount and date will be given to you at the time of the request
  - ii. If an error is made in the payment of your Direct Debit, by the organisation or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society. If you receive a refund you are not entitled to, you must pay it back when the organisation asks you to
  - iii. You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify the organisation.
- d. If at any point your Direct Debit mandate is cancelled your service will be immediately suspended until such a time as the mandate is restored or a new mandate is set up.
  - e. For further information on GoCardless can be found at [www.gocardless.com](http://www.gocardless.com).

## 22. Agreeing to these conditions

- a. By completing our Direct Debit Mandate, you are agreeing to these Terms and conditions.
- b. You are also agreeing to the terms and conditions of GoCardless . This is a 3rd party who we use for payment. We are not responsible for issues or losses incurred while using their service.
- c. You are also agreeing to any other conditions or specifications that may have been put you in writing or discussed verbally before or after these terms were sent to you.
- d. These conditions will have been made available to you either before install or at the time of install. They are also available on our website to read. We do not require a signature from you to acknowledge your acceptance. Service will not be provided if you do not agree to be bound by these terms.