



# Terms and Conditions of Andisa IT Consultants Wireless Broadband Service “WiBand”

## 1.1 This document is:

**1.1.1** An agreement that the customer is making a contractual commitment by placing an order with us to deliver the agreed service to the property addresses within the order form.

**1.1.2** A commitment that we intend to supply the Customer their required service, dependent subject to survey and network reach, for any of the properties within the order form.

**1.1.2.1** If service cannot be delivered, the reason(s) shall be communicated to the Customer along with any associated costs to deliver the aforementioned service. We reserve the right to terminate this Contact Agreement prior to the service going ‘live’.

**1.2** This Agreement will commence on the Commencement Date and will continue for the term of period as per the order form and thereafter will continue, unless and until terminated by you or us in accordance with paragraph 9 below.

## 2. Registration and subscription

**2.1** To register for the Broadband Services, you must be at least 18 years of age.

**2.2** You warrant that all information provided to us, including the information in the online registration form, is absolutely true, complete and accurate. If information become inaccurate then you will inform Andisa IT Consultants Ltd immediately of the changes.

**2.3** You confirm that there are no material facts or circumstances, which have not been disclosed to us that would affect a decision to provide the Broadband Services to you.

**2.4** By ordering our service you are confirming that you are an authorised person. We shall invoice the full contract term costs to the Customer if the above is not the case and you wish to cancel your service, or shall continue to deliver service with written or electronically communicated agreement from an authorised person.

## 3. Our provision of the services

**3.1** We will provide the Broadband Services subject to these Terms and Conditions, which may change from time to time. It is the subscriber’s responsibility to access the latest Terms and Conditions from [www.andisa.net](http://www.andisa.net)

**3.2** We can only provide Broadband Services in areas of the United Kingdom in which we are technically able. We will endeavour to provide the Broadband Services to you at the access rate you choose, however the speed may be affected at times due to network congestion and other reasons

**3.3** Whilst we will use our reasonable endeavours to begin providing the Broadband Services on any date agreed with you, we will not be liable for any failure to meet such a date.

**3.4** We will provide the Broadband Services to one main point selected by you and will not guarantee that the Broadband Services will work over any extension, cables or network devices that you may have installed.

**3.5** We are not responsible for costs for any third-party IT Support professionals to attend during or after the installation.

**3.6** Your existing broadband services will not be affected by the work we undertake. You need to independently cancel your existing broadband contract if you so wish. We are not responsible for costs associated with cancelation of any existing broadband contract.

**3.7** You confirm that we, and any authorised operator supporting the Broadband Services has your permission, on reasonable notice to:

- (a) carry out any works on your premises for, or in connection with the installation, maintenance, adjustment, repair or alteration of the Broadband Services;
- (b) enter the premises to inspect, modify, upgrade or replace any equipment that you may have connected to the Broadband Services.

**3.8** Where on reasonable notice we tell you that we wish, or any authorised operator supporting the Broadband Services wishes, to carry out any work set out in paragraph 3.7 (a) you agree to:

- (a) obtain all necessary consents, including consents for alterations to buildings, if applicable;
- (b) provide any electricity and connection points required by us or by any authorised operator supporting the Broadband Services; and

Andisa I.T. Consultants Ltd. Registered in England and Wales No: 004994671

Harrogate Business Centre, Hammerain House, Hookstone Avenue, Harrogate, HG2 8ER

T: 01423 509086 M: 07949 764204/5 E: [mail@andisa.net](mailto:mail@andisa.net) W: [www.andisa.net](http://www.andisa.net)

(c) provide a suitable, safe and appropriate working environment in accordance with our reasonable requirements or those of any authorised operator supporting the Broadband Services.

**3.9** We may suspend the Broadband Services temporarily without notice in order to improve, maintain or repair the Broadband Services or our network or for other operational or emergency reasons. Wherever possible will try, but cannot guarantee, to keep you informed and to keep interruptions to a minimum. It is your responsibility to review our service pages on the Andisa IT Consultants Web site to review any planned work.

**3.10** We cannot guarantee that the Broadband Services will be uninterrupted or error free. If a fault occurs, you should report it by phone, email or in writing to our Support Team using the contact details, set out on the Andisa IT Consultants Ltd website ([www.andisa.net](http://www.andisa.net)), and we will try to rectify the fault.

**3.11** The installation cost includes a wireless access point. Optionally you may extend the range of this by purchasing additional access points from Andisa IT Consultants Ltd.

We will provide technical support on all devices purchased during registration but we will not be responsible for any faults in its design, manufacture or performance and we will not be liable for any loss or damage incurred by you as a result of any such fault.

**3.12** You acknowledge that we will not be responsible for any sites, content, goods or services offered or made available on the Internet provided by Andisa IT Consultants Ltd or any other third parties nor for any computer viruses, cookies or anything similar transmitted to you via the Broadband Services by such third party sites or otherwise through our provision of the Broadband Services.

**3.13** We will not be responsible for the content of newsgroup or chat areas, whether moderated by us or not. By entering these areas, you accept this and agree to waive any claims against us for any distress, injury, loss, liability, damage and expense arising from or in connection with your use of these areas and their contents. You will indemnify us against any claims arising from your use of the areas or any content of the areas, which you post, or create.

## **4. Your use of the services**

**4.1** The Broadband Services and any software provided as part of the Broadband Services are provided solely for your own use. You may not share with a different household, resell, transfer, assign or sub-license them or any part of them to any other person.

**4.3** You or any third party must not use the Broadband Services for any illegal purpose.

**4.5** You must not use the Broadband Services in any way that would, in our reasonable opinion, materially affect the use of or access to the Internet of any other person. This includes, but is not limited to, "denial of service" (DoS) and "distributed denial of service" (DDoS) attacks against another network or individual user, SPAM or Virus. DoS attacks will result in immediate termination of the Broadband Service.

**4.6** Any attempt, whether successful or not, to gain access to or retrieve data from any computer system without authorisation from its maintainer or owner will lead to immediate termination of the Broadband Service and possibly to prosecution.

**4.7** The Broadband Service must not be used to transmit any unsolicited commercial or unsolicited bulk email is expressly and strictly prohibited. We class this as deliberately causing spam and will immediately terminate the Broadband Service.

**4.8** Intentional distribution of software that attempts to and/or causes damage, harassment, or annoyance to persons, data, and/ or computer systems is prohibited and will result in immediate termination of the Broadband Service.

**4.9** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information will lead to termination of the Broadband Service.

**4.10** You must not use the Broadband Services:

A. In any way that does not comply with any licenses applicable to you or is unlawful or fraudulent or has any unlawful purpose or effect or;

B. In connection with the carrying out of a fraud or criminal offence;

- C. To disseminate or otherwise distribute, knowingly receive, upload, download, use or reuse, any information or material which is inappropriate, profane, abusive, indecent, defamatory, obscene or menacing, or in breach of any copyright, privacy or any other rights;
- D. In any way that infringes any third party's intellectual property rights;
- E. In a way that does not comply with our specific instructions.

## 5. Payment

**5.1** You will pay us the applicable charges for the Broadband Services to which you subscribed, as set out on the Order Form, Purchase Order or as otherwise notified by us to you (the Fees). We reserve the right to change the Fees at any time on giving you not less than 28 days' notice. The changed fees will apply on expiry of this 28-day period unless you tell us in the meantime that you want to Terms and Conditions terminate this Agreement.

**5.2** We will bill you each month in advance for the Fees applicable. All customers are asked to pay by direct debit mandate. For customers choosing to pay by invoice, we reserve the right to charge a monthly £5.00 administration fee. If any instruction for such payment is not confirmed by no later than 7 days prior to the start of the relevant calendar month, we may suspend the provision of the Broadband Services to you immediately without notice.

For customers choosing to pay by Direct Debit, we will seek payment from your bank or building society via a direct debit mandate on or after the day on which the Fees are payable. If any instruction for such payment is not confirmed by your bank/building society by the day on which the Fees are payable, we may suspend the provision of the Services to you immediately without notice.

**5.3** If we suffer a charge-back (being a debit from our bank account or repayment by us as a result of a transaction dispute procedure initiated by you) of any Fees (or part of them) paid by you to us, you will immediately repay us for the charged back sum and we may:

- (a) immediately without notice suspend the provision of the Broadband Services to you; and/or
- (b) charge interest on the charged back sum at a rate of 4% above the base rate of Barclays Bank PLC until the sum is repaid to us.

**5.4** You may be required to pay a re-connection charge at our rates in force at that time if you wish to be re-connected following a suspension of the Broadband Services resulting from paragraphs 5.2 and/or 5.3.

**5.5** If it is necessary to install the Broadband Service on a different property or site at any time, for example as a result of you moving home, you will be required to pay a moving fee. A quotation is available on request and subject to a minimum fee of £75 plus vat.

**5.6** Our Broadband Service does not have data quantity limits; however, it is subject to a Network Management and Fair Use Policy. Applications, such as peer-to-peer file sharing, large file downloads and news groups, which use up lots of bandwidth may operate slower at peak times to ensure that other users have a fair experience. We monitor network usage to track customers who use the most bandwidth and have a negative effect on others. Customers who cause large downloads regularly will have restrictions place on their accounts to reduce their download speeds at peak times. We will disable these restrictions when the network is not busy.

**5.7** The minimum contract period is the period you signed up for when you subscribed, either 12,24 or 36 months.

**5.8** The minimum contract value is the monthly cost for the package you subscribed to multiplied by the minimum contract period. If you cancel the service for anything other than our inability to supply the service as set out in these terms and conditions then you will pay the minimum contract value less any monthly service payments already made to Andisa IT Consultants Ltd.

## 6. Security

**6.1** In order to enable you to use the Broadband Services, we may provide you with security details, i.e. a username and password. You will be responsible for maintaining the confidentiality and security of the security details. Where the security details include a password that may be changed by you, you will change the password at frequent and regular intervals.

**6.2** You will immediately notify us if any of the security details:

**Andisa I.T. Consultants Ltd.** Registered in England and Wales No: 004994671

Harrogate Business Centre, Hammerain House, Hookstone Avenue, Harrogate, HG2 8ER

**T:** 01423 509086 **M:** 07949 764204/5 **E:** mail@andisa.net **W:** www.andisa.net

(a) have been disclosed to an unauthorised person or are, or may be used in an unauthorised way (or if you suspect, or have reason to suspect that this may occur or have occurred); and/or  
(b) have been lost or stolen.

**6.3** We may suspend your security details if at any time we think that there is, or is likely to be, a breach of security and require you change any password.

**6.4** You will be responsible for all actions undertaken by anyone else using the security details unless you have given notice to us at the first possible opportunity upon becoming aware of the events listed in paragraphs 6.2(a) or 6.2(b) above as the case may be. We may suspend the Broadband Services and you will fully indemnify us from all losses resulting from such actions.

**6.5** You accept that the Broadband Services are secure in the way of a Hardware firewall but we do not guarantee the prevention or detection of any unauthorised attempts to access the Broadband Services.

**6.6** You agree to keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under or in connection with this Agreement and will only use such information in order to receive the Broadband Services.

## 7. Privacy Policy

**7.1** We will comply with our obligations under the Data Protection Act 1998 and any other applicable data protection legislation.

**7.2** By registering for the Broadband Services you consent to our using and/or disclosing your personal information for certain administrative and credit-checking purposes. This may involve disclosing your personal information to third parties, but only to the extent necessary:

- (a) provide you with the Broadband Services;
- (b) let you know about any changes to the Broadband Services;
- (c) manage our network;
- (d) prevent and detect criminal activity, fraud and misuse of or damage to our network;
- (e) for other administrative purposes.

**7.3** We will adhere to the remaining points in our Privacy policy as stated on the Andisa IT Consultants Ltd Web site

## 8. Limitation of liability

**8.1** We will not be liable either in contract, tort (including negligence) or otherwise for any damages for any direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss nor for any damage or destruction of data however arising from the use of or inability to use the Broadband Services or from any action or omission taken as a result of using the Broadband Services. Notwithstanding any other provision of these Terms and Conditions we do not exclude or limit any liability in respect of death or personal injury resulting from our negligence.

**8.2** Our aggregate liability to you in contract, tort (including negligence) or otherwise and arising out of, or in connection with, this Agreement and/or the provision of the Broadband Services for each 12-month period (the first period starting on the date the Broadband Services is first provided to you) shall be limited to the amount of the Fees paid by you to us in respect of that 12-month period.

**8.3** The information on the Andisa IT Consultants Ltd website is updated from time to time. However, we exclude any warranties, conditions or terms (whether express, implied, statutory or otherwise), as to the quality, accuracy, efficacy, completeness, performance, fitness for a particular purpose of the Broadband Services or any of the contents of the Andisa IT Consultants Ltd website.

**8.4** You agree to indemnify us against all costs, claims, losses and expenses (including indirect and consequential losses) howsoever arising, from any claim brought against us by any third party relating to any breach by you of your obligations under these Terms and Conditions.

**8.5** We will not be liable to you for any breach of any of our obligations under these Terms and Conditions or the Privacy Policy where the breach is caused by a 'force majeure' event which term shall include, but is not limited to, acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of local or central government, highway authority or other competent authority, industrial disputes of any kind (whether including us or not), fire, lightning, explosion, flood, subsidence, inclement

Andisa I.T. Consultants Ltd. Registered in England and Wales No: 004994671

Harrogate Business Centre, Hammerain House, Hookstone Avenue, Harrogate, HG2 8ER

T: 01423 509086 M: 07949 764204/5 E: mail@andisa.net W: www.andisa.net

weather, unavailability of third party telecommunications networks or any other cause beyond our reasonable control.

## **9. Termination & Suspension**

**9.1** This Agreement may be terminated at any time up to the Commencement Date, however, if we have supplied you with any equipment you must return it to us and (if applicable) we will refund you for any payment received from you for such equipment. Any equipment returned for a refund must be received in pristine and resalable condition, including all packaging, manuals, software and cables, as appropriate.

**9.2** We may terminate this Agreement at any time on notice if:

(a) we are directed by any competent authority to cease the provision of the Broadband Services or any part of them;

(b) you are in breach of any of these Terms and Conditions.

**9.3** Unless otherwise specified in the order form or similar communication, either you or we may terminate this Agreement on giving not less than 1 months' notice to the other; such notice not to expire before the end of the Contract Period.

**9.4** You may terminate this Agreement after the Commencement Date if you agree to pay us all the costs that we have incurred in setting up your Broadband Service, this will include the installation fee unless otherwise paid outright. You must also pay our full retail price for any free or subsidised hardware that you ordered from us.

**9.5** Upon termination you agree to cease using the Broadband Services immediately and to pay any monies owing (we will bill unbilled amounts promptly after termination). On termination your right to use the Services ceases immediately.

**9.6** A cancellation fee of £35 including VAT is applicable to all residential customers only.

**9.7** We do not automatically remove the premise equipment on termination of service. You may request in writing that we remove the equipment and we will provide a quotation of our fees. This work is subject to a minimum charge of £75 plus vat.

## **10. General**

**10.1** All intellectual property rights in or relating to the Broadband Services are the property of, or have been licensed to, us. You are only permitted to use these intellectual property rights as provided in these Terms and Conditions and in order to receive the Broadband Services. You will not use or allow anyone else to use any of our name, logo, trademark or other intellectual property rights or that of any of the licensed operator involved in providing the Broadband Services without our prior written consent.

**10.2** We may change the Terms and Conditions at any time by notice on the Andisa IT Consultants Ltd website, email or captive portal message prior to the change becoming effective. You will be deemed to have accepted any such changes by your continued use of the Broadband Services and will commence from the next monthly payment. Changes to fees are covered by paragraph 5.1.

**10.3** Notwithstanding any other rights that we may have in these Terms and Conditions, we reserve the right at any time (notwithstanding prior acceptance) to suspend, cancel, refuse to supply or terminate the provision of the Broadband Services wholly or partly without notice, and we shall not be liable for any loss suffered as a result of such suspension, cancellation, refusal or termination. If at the time we exercise our rights under this paragraph 10.3, you have paid us any Fees in advance, we will reimburse you pro rata for the proportion of these Fees that relate to the period after this date.

**10.4** This Agreement constitutes the entire agreement between you and us in relation to the provision of the Broadband Services and supersedes any representations, communications and prior agreements (whether oral or written) related to its subject matter other than fraudulent misrepresentation.

**10.5** We may assign, sub-contract or otherwise deal with our rights or obligations under this Agreement, by anyone we see fit to carry out the proposed work without giving you any notice beforehand. You may not assign, sub-contract, sell or transfer your rights or obligations under this Agreement.

**10.6** Any notice or communication required to be sent pursuant to these Terms and Conditions should be sent to us at Andisa IT Consultants Ltd, Harrogate Business Centre, Hookstone Avenue, Harrogate, HG28ER.

**10.7** No waiver by us of any breach of these Terms and Conditions will be considered as a waiver of any subsequent breach of the same or any other provision.

**10.8** If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions, and the remainder of the provision in question will not be affected.

**10.9** Except as expressly stated in these Terms and Conditions, no person who is not a party to the Contract will derive any benefit from it, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**10.10** This Agreement will be governed and construed in accordance with the laws of England and Wales and you irrevocably submit to the exclusive jurisdiction of the English Courts.

## 11. Transfer to new House Owner

**11.1** If you move house and a new owner moves in you may transfer the service to the new owner providing the new owner subscribes for the remainder of the minimum contract period.

**11.2** The new owner must agree to all of the terms in this document.

## 12. Definitions

**“Agreement”** means the agreement between you and us for the provision of the Services, comprising these Terms and Conditions and the Privacy Policy.

**“Broadband Services”** means the services through which you may gain high-speed access to the Internet via a telecommunications network together with the services and facilities provided by us in connection with such Internet access service, which may include the provision of an email account, personal web space.

**“Commencement Date”** means the date on which the Broadband Services are first provided to you or the date on which you request a change to an alternative Broadband Service provided by us.

**“Security Details”** means any and all user names, passwords, keys, electronic signatures and any other devices or information in whatever form and on whatever media supplied to allow you to access the Services.

**“Andisa IT Consultants Ltd website”** means the Internet site which can be found at [www.andisa.net](http://www.andisa.net)

**“We, Us and Our”** Andisa IT Consultants Ltd, Harrogate Business Centre, Hookstone Avenue, Harrogate, HG2 8ER.

**“Authorised Operator”** means a trained employee of Andisa IT Consultants Ltd.

**“You, Your”** means the person, company or organisation whose details are included on the registration form.