

**Terms & conditions**

*In placing an Order for Services or goods and subsequently, through the on-going use of our Services, you hereby agree to and accept the following terms and conditions in full. In the event of changes to these terms and conditions (which will always be available on our website), you will be deemed to accept any amended Agreement in full through the on-going use of the Service for a period of 30 days after any amendment is updated and available online.*

This Agreement applies to all transactions with us whether placing your Order directly through any of our websites, by telephone or by post, via a 3<sup>rd</sup> party sales agent or any other method accepted in writing by us.

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## 1. DEFINITION

In this document, these words have the following meanings:

“we”, “our”, and “us” or “Avonline” or refers to Avonline Satellite Services Limited, incorporated in England (Company registration number 10177312), which has its registered office at 108 Churchill Road, Bicester, OX26 4XD and also operates through various trading names including “Avonline Broadband”.

“you”, “your”, “yourself” refers to you, the customer; separately both you and us maybe referred to as a “Party”, together we are referred to as the “Parties”

“Agreement” means the contract between you and us including these terms and conditions and the Fair Access Policy (both published AND updated on our website at all times);

“Cancellation Notice” is a written instruction from you, using the draft cancellation form at Appendix 1 (or similar) requesting us to terminate this Agreement under The Consumer Contracts Regulations 2013 in accordance with section 11;

“Charge(s)” refers to any sums that are payable by you for the Services plus those sums due for the purchase of hardware or Equipment;

“Competent Authority” means the Independent Regulator and Competition Authority for UK Communications Industries (“Ofcom”), any successor organisation or any other Government Department or regulatory body including without limitation any Emergency Services Organisation;

"Customer Equipment" means any hardware or apparatus (excluding our Equipment) provided by and used by you in order to access or use the Services;

“Cooling off Period” shall have the meaning set out in Clause 11;

“Downgrade Fee” is a one-time payment made each time that you ask us to change your Service level from a higher grade to a lower grade, limited to one request per month;

“Equipment” includes, but is not limited to:

- *The TRIA, satellite dish (including the arm & mount) and the modem; and*
- *The items of hardware and software otherwise covered under this Agreement; and*
- *Any other equipment which we provide to you (that you have not purchased from us) to use or receive any of the Services.*

“Due Date” is the date on which a Charge should be paid ie. that we have received cleared payment from you;

“Fair Access Policy” or “FAP” means the application of data usage thresholds and traffic management to ensure acceptable and fair use of the network. See Section 8 and the current FAP which will be listed on our website at all times;

"Group Company" denotes any parent, holding, associated or subsidiary company of Avonline Satellite Services Ltd and any subsidiary of any such holding company as may exist from time to time;

“Heavy User” is a classification set by the Satellite Operator under the Fair Access Policy. For more information please use the Fair Access Policy link on the website;

“Installer” is the person or team that we select to install and commission the Equipment if you select us to install your Equipment by paying for a Professional Installation;

"IP Address" usually denotes a dynamically assigned TCP/IP (Transmission Control Protocol/Internet Protocol) address provisionally assigned by us to you to enable the Services to be provided unless the Service purchased by you is specifically provided with one or more static IP addresses;

“Latency” is the time taken for a signal to pass to and from the Equipment to the Satellite Provider’s physical network. Most commonly, we interpret this as approximately 0.7 seconds;

"Licence" means any licence or authorisation required by law and granted to us to provide the Services by Ofcom or any other relevant licensing organisation in the country in which we provide the Services to you;

“Minimum (Contract) Period” has the meaning set out in Section 2;

“Monthly (or Periodic) Service Charges” means those recurring Charges normally invoiced and due in advance of the month or period in which the Services are provided.

“Order” is the act by you requesting Services and goods from us either through our website, by telephone, in person, in writing or any other method deemed acceptable to us in writing;

“Package” denotes the overall combination of Services (including Equipment) selected by you;

“Professional Installation” means the delivery, installation and commissioning of the Services and Equipment to you by our Installer(s);

“Published Prices” means our current pricing, published by us from time to time on our websites or provided by us on written request which includes the prices and rates for the Services and Equipment including Monthly Service Charges;

“Satellite Broadband Service” means the service that allows you to access the internet (and any ancillary services such as television and telephone, collectively known as the Services) via satellite using our Equipment.

“Satellite Provider” means the organisation that owns or controls the satellite that we use to provide the Services;

“Service(s)” means all services accessible via the Satellite Broadband Service and any other services used by you and provided by us including services accessed using our Equipment to include, but not limited to internet access, telephone and VoIP services, television, streaming media and wireless services.

“Software” means all proprietary software supplied by us to enable you to use the Services.

“Speeds” means the download and/or upload speed, usually stated in megabits per second (“Mbps”) for any package. **All Services have a maximum upload and download speed.** The specific speed available at any point in time to you will depend upon the other users of the satellite used to deliver your Satellite Broadband Service and whether any traffic management is in force eg. if you are a Heavy User. For the avoidance of doubt, all Packages will see a variation in speeds between the daytime, evening and overnight.

“VSAT Equipment” is specifically the modem and TRIA but specifically excluding the satellite dish and the arm.

“Upfront Charges” means the charges related to the setting up of your account, any connection and activation set-up charges for the Equipment, delivery of your Equipment (either via our Installer or through a third party), Installation charges, charges for the purchase of other hardware or other options chosen by you with your Order plus the initial Monthly (or Periodic if you choose a payment period other than monthly) charge. Upfront Charges will also include the purchase of Equipment where you have specifically chosen to purchase outright your own Equipment from us at the current advertised rates.

“Up To” when used in conjunction with Speeds, commonly implies the maximum speed achievable in either download or upload directions as specified;

“Volume Booster Option” means the purchase of extra-volume traffic allowance by you from us.

“Working Day” means all days other than Saturdays, Sundays Public & Bank holidays in the United Kingdom.

## 2. THE AGREEMENT

- (a) This Agreement constitutes a legally valid and binding obligation on each Party. By Ordering the Equipment or Services, you confirm that you are authorised to enter into this Agreement.
- (b) The Agreement will be available on our website at all times through the Terms and Conditions and Fair Access Policy links. You accept the Agreement in full through the ongoing use of our Services. Either of the documents (Terms and Conditions and Fair Access Policy) may be amended and will be updated on our website. Your continued use of the Service for more than 30 days after either amended document is updated on our website is your explicit and complete agreement to the current Terms and Conditions and Fair Access Policy.
- (c) This Agreement begins at the point that you confirm to us via telephone, online or in writing that you wish to Order Services and/or Equipment from us.
- (d) We may at our sole discretion reject your Order for some or all of the Services without any liability or responsibility to provide such reason to you. Any such rejection will include a prompt refund of any monies paid by you in relation to the rejected Order.

- (e) Where we agree to your request for Services, we will endeavour to arrange to connect you to the Satellite Broadband Service as soon as is reasonably practical for us, taking into account our existing installation commitments and opportunities to coordinate installations efficiently.
- (f) If you select our Installers to carry-out a Professional Installation, they will usually activate the Services and connect a single computer (or wireless router if purchased from us).
- (g) This Agreement will have a minimum contract duration (or "Minimum Period"). Most commonly this is 30 days for outright purchase of hardware or 24 months where hardware is leased. After the Minimum Period, you will be entitled to terminate the Service at any time by giving us 30 days written notice. Further details in Section 10.
- (h) You may also have additional rights to cancel this Agreement under the Consumer Contracts Regulations 2013. This applies only to a "consumer" as defined in the Regulations and provides up to 14 days cancellation rights for services or goods (sometimes referred to as a "Cooling-Off Period). See Section 11 or Appendix 1 for more details.
- (i) This Agreement can otherwise only be terminated during the Minimum Period at our sole discretion. In the event that you require us to terminate the Services prior to the end of the Minimum Period, you agree that we are able to immediately charge you for Charges which would have been payable by you up to the end of the Minimum Period, any Charges related to the return, collection or condition of the Equipment and any other Charges properly due if you have received promotional or other discounts which by way of early termination are repayable by you. You also agree that we are fully entitled to secure this payment through any payment mechanism that you have historically provided to us, even in the event that you have subsequently cancelled or countermanded any such payment method including payment via credit or debit card.

### 3. PROVISION OF SERVICES

- (a) We shall provide and you shall use the Services and Equipment subject to the terms of this Agreement, your acceptance of which is acknowledged upon you ordering of the Services or the ongoing use of the Services.
- (b) We will provide the Services to you from the date we activate them and will continue to do so until such time as this Agreement is terminated properly.
- (c) By way of use of the Services, you acknowledge that our Services are recognised as that of a "mere conduit" as we do not have any impact upon information carried by our Services over the internet. You therefore represent, warrant and undertake that all information originated, carried and/or routed or received by and on your behalf over our Services is your total responsibility.
- (d) In supplying the Services to you we will use reasonable skill and care but are unable to guarantee fault free performance. You acknowledge that we cannot be held responsible for unforeseen interruptions, non-availability from outages or deterioration of the Services that are the sole responsibility of the Satellite Operator.
- (e) If you become aware that you have a fault you should notify us at the earliest opportunity. During the period of any fault you remain liable to pay all Charges that apply from the time that you notify us of a fault through to diagnosis and rectification, even if you are unable to access the Services.
- (f) We have the right to change or suspend the Services where we reasonably determine that any technical modification or change is necessary to support, maintain or improve the Services which we provide to you. We will publish particulars of any material changes to the Services (including the relevant dates) online through our website or other accessible channels as soon as, or if reasonably practical, prior to the changes being introduced.
- (g) We are not responsible if you are unable to access the Services due to any Customer Equipment that is not correctly set-up or is incompatible with our Equipment. It is your responsibility to ensure that any wireless equipment or devices that you have not purchased from us that you use to access the internet via our Equipment is properly configured to work with our Equipment. It is your responsibility to ensure your Customer Equipment is maintained and in working order. We shall not be held liable for any pre-existing defect on, or incompatibility with, your computer hardware or software.
- (h) If you change the address or location at which you require the Services, we will endeavour, but will be under no obligation, to provide you with the Services at your new address. You will still be liable to pay all Charges in relation to the Minimum Period. You must give us 30 days written notice if you want us to relocate your Service to your new address. Where we agree to provide the Services to your new address, you are responsible for paying us for the de-installation and re-installation of your Equipment at our published rates.

## 4. USE OF THE SERVICES

- (a) By connecting the Services to the internet, there is a risk that viruses or other malware may be transferred to your Customer Premise Equipment. We cannot provide any guarantees that such software will not damage your Customer Premise Equipment or your data. We will not keep any back-up copies of data belonging to you that you have transmitted or received using the Services. We accept no liability for damage caused to your Customer Premise Equipment or your data or any other damages or losses arising from the intentional or unintentional downloading or transmission of software including viruses using the Services.
- (b) As a user of the Services, you accept that we do not control, endorse or censor the material made available over the internet. You accept that third party material could be illegal, misleading, offensive or deceptive. You use it at your own risk and subject to all applicable national and international laws and regulations.
- (c) We do not permit you to cause nuisance or inconvenience to us or to other users in any way using the Services. This includes hacking, network sniffing or similar techniques, sending unsolicited messages without reasonable cause, by spamming or using anonymous remailers, different servers, or other means. If you send any such messages through the Service, you may be liable to criminal or civil action and we may suspend or disconnect some or all of the Services and such action on our part may give rise to legitimate early Termination of this Agreement and accelerated Charges being payable by you.
- (d) You agree that if we stop providing the Service to you, you will return our Equipment to us at your cost within 14 days and dispose of any parts of the Equipment that we tell you not to return. See Section 5.
- (e) The Satellite Operator may from time to time restrict or suspend applications that they consider have a significant negative effect on their satellite network. These include but are not limited to peer to peer applications and any other protocol liable to have a significant or disproportionately deleterious impact on the overall quality of the Services as experienced across all customers within any beam.
- (f) Due to Latency, certain applications (eg. online gaming) are not recommended. It is your responsibility to establish the suitability of the Satellite Broadband Service for your requirements. If you proceed to Order Equipment or Services for use with any application that we do not recommend, the failure of the Services to support such an application will not constitute a right to cancel and the Minimum Period will remain valid.
- (g) We reserve the right to charge you for technical support if we reasonably consider that our support is not primarily supporting the functionality of the Services but the interoperability with Customer Equipment or other 3<sup>rd</sup> party applications, software or hardware.
- (h) We offer both consumer and business Packages. Consumer Packages are primarily designed and priced for the use of single family, home use. If in our reasonable opinion you are using a consumer Package primarily for business use, we have the right to offer you an appropriate business Package. If you do not wish to transfer to the offered Package, we have the right to terminate this Agreement upon 30 days notice. We will not apply any Charges after the termination date but you are responsible at your cost for removing our Equipment and returning it safely to us.
- (i) We make our Services available to you and supply to you the Equipment on the conditions that:
- They are not used for anything illegal and they are not used to offend or create nuisance;
  - Only the Equipment or other items supplied by us to use with the Equipment is used to access the Services;
  - You follow our reasonable instructions in relation to the Installation, Services, Equipment and Charges;
  - You do not re-sell, exchange, rent, hire, or permit access to the Services or the Equipment to anyone else or grant any charges, liens or other rights, powers or interests over;
  - You do not, nor permit any third party, to maintain or repair or attempt to maintain or repair the software providing the Services or the Equipment, without our prior written consent. Any such action will void any warranties relating to the software or Equipment that has been affected;
  - You do not use the Satellite Broadband Service to send or receive any material that breaches another person's copyright or other intellectual property rights, or any other material that is illegal, obscene, indecent, fraudulent, libellous, harassing or that you do not have the right to transmit under any applicable law where you are using the Services;
  - You do not use the Satellite Broadband Service to transmit knowingly or recklessly any material that contains viruses or any computer code, files or programs designed to interrupt, damage, destroy or limit the operation of any computer software, hardware or telecoms equipment;
  - You do not interrupt damage or impair any website or the Satellite Broadband Service in any way;
  - You or your employees/users do not hack into or attempt to hack into our or any third party systems or try to get round any security safeguards.
- (j) You acknowledge and agree that if you (or your employees or other authorised users, where applicable) break or cause a breach of any of the conditions set out in this Section 0, that you have broken an important condition of this Agreement and we shall have the right to end this Agreement under clause 10 and you hereby indemnify and agree to keep us indemnified in respect of any breach by you, your employees, or other users of the Equipment supplied to you, of the terms of this clause 0.



## 5. EQUIPMENT

- (a) We will supply you with the Equipment to allow you to receive and enjoy the Services. You must not use the Equipment for any other purpose and you must comply with any manufacturers' instructions and any reasonable instructions that we may give you from time to time regarding the use of the Equipment.
- (b) We will either provide the Equipment as a part of the Package or you will purchase the Equipment from us outright when you place your Order. Section 5(h) below deals with Equipment that we provide as a part of your Package. Section 5 (i) deals with Equipment that you purchase outright from us.
- (c) We may ask you to confirm to us the location of the Equipment. If we make any such reasonable request, we ask that give us the location within seven days.
- (d) You agree to notify us immediately of any loss or damage including de-facing of any part of the Equipment. At our discretion we may repair or replace any part of the Equipment as required and you agree to pay us a reasonable market rate for any repair or replacement including a reasonable administration charge for us to manage such repair or replacement.
- (e) When you use your own Customer Equipment in conjunction with the Equipment, we do not warrant that the Equipment is compatible with or will work with your Customer Equipment. We will not be liable in any way for any loss or damage that is caused to your Customer Equipment or any data stored thereon arising as a result of its use in conjunction with our Equipment, neither are we responsible for the configuration of any Customer Equipment to make it work with our Equipment.
- (f) As the provider of the Equipment and under our obligations under Directive 2002/96/EC on waste electrical and electronic equipment and any amendments thereto (the WEEE Directive"); we draw your attention to the requirement not to dispose of waste electrical and electronic equipment as unsorted municipal waste and to have such waste electrical and electronic equipment collected separately. You agree to observe these or any subsequent obligations at a point when the Equipment is no longer required by you or us. We may offer to de- install and collect any unwanted Equipment that you have purchased from us in order to manage any such disposal responsibly.
- (g) As part of the Services, we will supply you with the Equipment. If we have provided the Equipment to you as a part of the Monthly Service or if you have purchased the Equipment from us but we have not received cleared payment in full for the Equipment, it will remain at all times our property. Throughout any period where we retain title to the Equipment, you will be liable to us and shall indemnify and keep us indemnified for any loss or theft of the Equipment or any damage however it was caused.
- (h) Where you are renting the Equipment from us as a part of your Package, we are renting the Equipment alongside the Monthly Service charge, the following terms and conditions apply :-
  - a. You will pay a one-off Hardware Activation Charge that will enable us to activate the Equipment to allow it to properly receive the Services.
  - b. You also guarantee that no other party besides us (or our agent or nominee) shall have rights of ownership, possession or use of any item of the Equipment or shall have any charge or other right or power over any item.
  - c. From the time we deliver the Equipment to you until you return the Equipment to us you must take reasonable care of it including the responsibility to insure the Equipment in case of loss, theft, damage or other standard insurable cover under a normal household or business Insured Contents policy. **The Equipment has a replacement value of £300 plus VAT.** You must not allow anyone else (other than our authorised representatives) to add to, interfere or modify the Equipment in anyway.
  - d. Should the Equipment become lost, stolen or damaged for whatever reason during this Agreement and before you return it to us, you agree to notify us of such circumstances immediately. In the event of such loss or damage, you agree to pay the full replacement value of the Equipment, which is £300 plus VAT. In the event of any change to this rate, any such amended values will be displayed on our website within the updated terms and conditions of service. You authorise us to collect any Charges that we reasonably consider necessary by any methods previously provided by you including debit/credit card details.
  - e. You shall not be responsible for any loss or damage to the Equipment to the extent that it is caused by us or our employees or is due to a manufacturing fault or is due to fair wear and tear.,
  - f. You are responsible for ensuring that the Equipment is at all times kept safe and properly used and in this regard you agree:
    - i. You shall not move the Equipment to another location without our prior written consent;
    - ii. That you shall not remove, tamper with or obliterate any words or labels on the Equipment;
    - iii. That you shall take proper care at all times to prevent the loss or theft of the Equipment.
  - g. For the period that you receive the Services from us, we shall have responsibility for repair or replacement of our Equipment when due to product defects or normal wear and tear. If an engineer needs to come out there will be charge for this. In the case that the damage has been caused by your negligence, misuse or violation of any part of this Agreement that is out of our control; in that instance you will be responsible for the full cost of repair or replacement of the equipment in addition to the engineer call out cost.

- h. Such repair or replacement may involve the return or swapping of Equipment via our Return To Base (“RTB”) policy. You are always responsible for packaging the Equipment safely and mailing it back to us. Once we receive the Equipment we will either test and repair or, at our sole discretion, replace any necessary part of the Equipment and then return the Equipment to you. This service may take up to 5 working days from the day that that we receive the Equipment. Depending on the country in which you receive the Services, we may also offer a choice of accelerated chargeable “swap-it” services that will usually enable us to deliver replacement Equipment to you within 1 or 2 working days. Please contact us for availability.
  - i. On termination of this Agreement you will within 14 days of the date of termination or cancellation return our Equipment to us at our specified handling office for your country or if you request us to do so, arrange for us to collect the Equipment at your property at an agreed cost to you. We will communicate with you to confirm which parts of the Equipment we specifically require you to return. It is your responsibility to dispose of any parts of the Equipment that we do not require you to return. If you fail to return all requested parts of the Equipment, we reserve the right to Charge you an unrecoverable equipment charge.
  - j. If you fail to return all of the Equipment to us you must pay us £300 plus VAT to compensate us for the loss of the Equipment. You also agree that we are fully entitled to secure this payment through any payment mechanism that you have historically provided to us, even in the event that you have subsequently cancelled or countermanded any such payment method.
  - k. When the Equipment is returned to us, it must be in good condition appropriate to the length of time that you have used it and in full working order. Otherwise, you shall be liable to us for the lesser of the compensation payment set out above, or in circumstances where (in our sole opinion) economic repair is reasonably feasible, the cost of repair and our reasonable expenses in administering such a repair. Again, you agree that we are fully entitled to secure this payment through any payment mechanism that you have historically provided to us, even in the event that you have subsequently cancelled or countermanded any such payment method.
  - l. We may, at our option, nominate an agent or third party in place of ourselves to whom such Equipment should be returned, or compensation payment be made.
- (i) Where you have purchased outright and paid for any of the Equipment or purchased any other hardware and we have received payment in full for these goods, the following terms and conditions apply:-
- a. All risks associated with the Equipment shall pass to you upon delivery and it will be your responsibility to insure the Equipment from this point;
  - b. Our standard warranty period for the Equipment is 24 months. During the warranty period we shall have responsibility for repair or replacement of our Equipment except that you accept full responsibility for the cost of repair or replacement of our Equipment when the damage has been caused by your negligence, misuse or violation of this Agreement that is out of our control;
  - c. During the Warranty Period, any such repair or replacement may involve the return or swapping of Equipment via our Return To Base (“RTB”) policy. You are always responsible for packaging the Equipment safely and mailing it back to us. Once we receive the Equipment we will either test and repair or, at our sole discretion, to replace any necessary part of the Equipment and then return the Equipment to you. This service may take up to 5 working days from the day that that we receive the Equipment. Depending on the country in which you receive the Services, we may also offer a choice of accelerated chargeable “swap-it” services that will usually enable us to deliver replacement Equipment to you within 1 or 2 working days. Please contact us for availability.
  - d. On the termination of the Agreement we may, at our sole discretion, offer to de-install and remove the Equipment and we will provide you with a quotation to carry-out such a service.
- (j) We provide you with the Equipment on the condition that you comply with your obligations under this Agreement. If you fail to comply with this Agreement, in particular your obligations under clauses 2 and 5, or if we reasonably suspect that you have failed to comply, we shall have the right to demand that you return our Equipment to us. In such circumstances, you will permit us free and safe access to your premises required for us to collect our Equipment. You may still be liable for any Charges relating to the Minimum Period if we have sought to recover the Equipment due to your failure to comply with any of the terms of this Agreement and all reasonable costs involved in the recovery of our Equipment.

## 6. INSTALLATION

- (a) Our recommended option is the Professional Installation option by our Installers or accredited 3<sup>rd</sup> party partners. Depending upon your Package options may also include, but not be limited to, procuring your own qualified installer or carrying out the installation yourself.
- (b) Our published Charges for a Professional Installation are based upon a standard installation. Only in very limited circumstances, might this be subject to site survey. We will give you a site-specific installation quotation in the event that additional travelling times and expenses are likely to be incurred or a non-standard installation is required (see section “n (d)” below). If this quotation is not acceptable to you and both Parties are unable to reach Agreement, either Party may cancel the Order within seven days from the preparation and circulation of this quotation.
- (c) If we have agreed with you in writing that a site survey may be required, you will be responsible for settling payment for the survey directly with us on demand, the cost of which shall be additional to any other Charges to be paid to us for the Services.
- (d) If you choose our Professional Installation Service, we will try to agree a convenient time for our Installer to visit. It is important to us that we can route our Installers efficiently so your location will have an impact on the installation date or time that we provide to you. In addition, the following terms of the sub-clauses (a) to (d) immediately below apply when you select us to carry out a Professional Installation and we, or one of our approved partners, carries out your Installation
- a. The Installer is responsible for taking reasonable care when installing the Equipment. If you become aware of a problem arising from your installation, you should notify our Installer whilst he is present or you can contact us by telephone to notify us.
  - b. The Installer(s) will have to work inside and outside at your premises for which they will require free access at all times. Therefore, you agree to, at your cost and in advance of installation:
    - i. Obtain all necessary consents including landlord, occupier and other consents for both access and installation of the Equipment (and for any on-going maintenance) of the Equipment;
    - ii. Provide full, free and safe access to necessary parts of your premises and a suitable environment for the Equipment including all necessary cabling and electricity supply;
  - c. When the Service is activated, the Installer can demonstrate the working connection on their own laptop or tablet device if you request them to do so. Our Installation activity does not include configuration of any Customer Equipment including but not limited to computers, wireless or any other devices or any localised network as a part of the installation.
  - d. A standard installation includes the external wall mounting of the dish, at or below first floor level at a maximum distance of 20m from the property using the supplied wall bracket, good industry standard CT100 cable of maximum length 25m from the dish to the indoor modem plus the provision of one indoor network connection cable up to 2m (using a standard Cat5e cable) from the location of the indoor modem.
- (e) As long as we have notified you in advance of the agreed installation date either by email or telephone, if you are not at the agreed place of installation on the agreed date and time when we either seek to deliver the equipment or carry-out the installation, we reserve the right to charge you an additional Installation fee for the redelivery or installation of the Equipment or any return visit required including that arising due to insufficient time available on your initial installation date to complete the installation due to your absence or late arrival on site. Any such Charges will be notified by us to you in writing and will be, in our sole opinion, such additional sums as we consider being reasonable in the circumstances.
- (f) If you procure your own installer or if your Package supports self-install, you are fully responsible for the completion of your installation. We are not obliged to provide additional assistance to you or a 3<sup>rd</sup> party installer.
- (g) In the event that you choose self-installation or procure your own installer, you agree that you will complete the installation within 14 days from receipt of the Equipment. You agree that we are entitled to start to charge for the Services including the Monthly Service charge from this point whether you have completed the installation or not as long as we are not responsible in way for failure to complete the installation for example, being required to replace faulty Equipment.
- (h) Our liability to you for any damages or losses whatsoever suffered by you as a result of delayed, cancelled or incomplete installation will not exceed the value of the Installation fee that you have agreed to pay. You accept that you will have no additional rights to terminate this Agreement early on the basis of late or incomplete installation or delivery provided that we have provided you with an alternative date to complete the installation.



## 7. PAYMENT FOR THE EQUIPMENT AND SERVICES

- (a) The timely payment for Equipment, Services and all other Charges properly raised shall be considered to be the essence of this Agreement. If you repeatedly do not pay any Charges as and when they fall due, you accept that you have broken this Agreement and we have the right to terminate this Agreement.
- (b) The Upfront Charges for the Services are those set out in our order confirmation email or our websites or those of any authorised third party partners. We will normally require you to pay the Upfront Charges before your Installation. Any Equipment being purchased outright by you remains our property until you have paid for it in full. Where the Upfront Charges for Equipment and Installation have not been settled on demand, we retain the right to delay or postpone the agreed installation date and/or to demand the return of any Equipment that we had provided to you in good faith in order to facilitate the delivery of the Services.
- (c) You must pay all the Charges that are due, together with any Value Added Tax and/or any other applicable taxes. Unless we agree otherwise, we will bill you one billing period in advance for the Services together with any outstanding Charges for Services activated but not charged during any previous billing period. You must pay the Charges in full by the Due Date without any deduction of any sort or any counterclaim. You will be liable for the Monthly Service Charges from the day on which we first make the Services available to you or otherwise in accordance with this Agreement. You agree that you are liable for any Charges incurred irrespective of whether those Charges were incurred by you or anybody else using the Equipment and the Services with or without your consent. We may vary our Charges from time to time and we may also alter your billing date or billing frequency/period. Any such changes will be provided with a minimum of 14 days written notice from us to you.
- (d) Our required method of payment for on-going Charges is by Direct Debit. It is your responsibility to provide us with a properly completed Direct Debit mandate in a timely manner. In the event that we are unable to receive payment for the Charges via Direct Debit for any reason that is not of our making, you provide your consent to us collecting payment by any other method including the use of other direct payment methods or using debit or credit card information that you have previously provided to us at any time. Payment for on-going Charges other than by Direct Debit may incur a handling charge of up to £25 per transaction plus a 3% surcharge per credit or debit Card transactions. Such charges represent additional costs incurred by us processing such payments plus the additional administration costs and 3rd party charges incurred using other payment methods.
- (e) With most Packages you have the option to upgrade or downgrade your Service with the same Satellite Operator. Many of our promotional offers require you to maintain the Service level that you initially ordered from us for the minimum contract period. It is common that the higher-level Packages receive larger initial discounts. If you upgrade to a higher tier at any time, there is no upgrade charge but you will not be entitled to any retrospective promotional discounts. If you wish to downgrade during the promotional period we will charge you the difference between the relevant Charges that applied at the point of Order for your initial and new Packages. We may also offer from time to time, promotional discounted Charges for a specific period of time after which time the Charges will automatically revert to the higher notified rate, normally our standard Recommended Retail Rate ("RRP"). Such rates will be included on our website for all current Packages. If you wish us to change the level of Service by requesting such a change in writing, such changes are subject to the following terms.
- Only one downgrade request per month can be processed, this will normally be the last request that we receive in any month. The last modification recorded during the month will become effective from the first day of your next data cycle which is linked to your original installation date.
  - In case of downgrade from a higher to lower Package a Downgrade Fee will be chargeable.
  - If you ask us to downgrade from a Package that requires a Minimum Period to qualify, at our sole discretion, we may provide you with a specific one-off Charge to Downgrade your Service. We may also require that you commit to a new Minimum Period, normally being equal to the original Minimum Period.
- (f) We will normally provide you with a payment schedule, via email. Any other Charges including Charges for any Services used at any earlier time if they have not previously been charged for (eg. Package upgrades during a previous billing period charged in advance) will be added. As such, it is an important condition of this Agreement that you provide us with, and maintain at all times, a current email address that we can use for all communications with you. We reserve the right to charge an administration fee of £10 if you request us to re-send any document electronically. If you request a physical copy to be mailed or faxed, there is a charge of £20 per event.
- (g) If we have tried to collect a payment on the Due Date and it has not been received by us within a further 5 working days, your account will be considered to be delinquent and the Services may be temporarily or permanently (following two or more payment failures) disconnected. If we agree to re-connect your Services, there will be a reconnection charge of up to £25 plus VAT that you must pay before your Services are restored. Restoration of your Services may take up to three working days from the day we receive full payment of any outstanding Charges.
- (h) Furthermore, if you default in the payment of any monies more than 5 working days from the Due Date, we reserve the right to charge interest at 3% per annum above the Barclays Bank plc interest base rate from time to time on all overdue Charges from the Due Date until the payment is made in full.

- (i) We reserve the right to vary the Charges for the Services, the Equipment, the Installation and any other Charges relevant to your Service. If the charges are increasing, we will give you at least 14 days written notice. This does not include changes arising from any promotional offers such as the reversion to RRP after the period of any Promotional Discount expires. Where we have increased our RRP for Monthly Service Charges to you by more than 15% in any 12 month period (unless such change was a specific term of a promotional offer that you accepted), you may cancel this Agreement by giving us 30 days notice in writing, however you are still liable for the balance on your account including, but not limited to Monthly Service Charges, Equipment Rental, our Equipment return or any other Charges due under this Agreement up to the date of termination.
- (j) After the Minimum Period has expired, if you terminate this Agreement or any of the Services between the dates when we issue bills to you, you must pay all Charges which have accrued since the last bill was calculated and the proportion of any Service charges which will accrued up the proper termination date.
- (k) Whilst Charges remain outstanding beyond the Due Date and/or your account is suspended or delinquent, we are not obligated to process any changes to the level of Services that you receive and we can suspend technical support to you until all overdue Charges are received by us.
- (l) Save as expressly set out in this Agreement, you shall not suspend payments under this Agreement, as a result of faults and/or defects of the service.
- (m) All of our prices will clearly state the currency that they are quoted are in and that they are inclusive of VAT or other relevant taxes at the prevailing rate, unless otherwise stated.
- (n) If you default (ie. settle the Charges after the Due Date) twice in any rolling 12-month period, we have the right to require you to pay for the Charges quarterly in advance without discount.

## 8. FAIR ACCESS POLICY (“FAP”)

The Fair Access Policy is set by the Satellite Operator and they have the right to vary the FAP at any time. Therefore we will always make the current policies available on our website. If you exceed any data usage thresholds set-out in the prevailing FAP for your Package or utilise applications or traffic that we or the Satellite Operator deems it necessary to manage more actively (sometimes referred to as ‘Congestion Management’), this will result in some or all of your data usage being restricted. This will mean that you will see maximum achievable speeds slowed, significantly at peak times, beyond any normal speed fluctuations that will be encountered on the network by way of overall customer traffic.

- (a) The Fair Access Policy is defined by each Satellite Operator to enable the highest quality internet access service via their satellite allowing the most consistent customer experience as measured across all customers. The implementation of the FAP determines the management of your Satellite Broadband Services to prevent any unfair and/or unacceptable use of the network by individual customers as determined by the Satellite Operator. You are subject to the prevailing FAP determined by the relevant Satellite Operator during the lifetime of this Agreement.
- (b) The detailed and prevailing FAP will always be shown on our website. In the event of conflict between the Fair Access Policy and this section 8, the Fair Access Policy shown on our website shall take precedent.
- (c) At all times, the Satellite Operator will measure the volume of inbound and outbound data generated by your system. This data volume is usually aggregated over one or more specific periods eg. peak time, daily, weekly or monthly. This data volume may be compared with the prevailing thresholds defined in the FAP for your specific Package. If any specified threshold has been reached (including standard monthly data limit) or the data volume is considered excessive by us over any time period as compared to average users, you may be classified as a Heavy User. As a result, the upload and download speed of your Service may be actively managed and may also be restricted (sometimes referred to as deprioritising or throttling). This will be most active at peak usage times. These restrictions will be automatically removed once you are no longer classified as a Heavy User.
- (d) The FAP thresholds will normally depend upon your Package. It is your responsibility to ensure that you are fully aware of the thresholds within the FAP for your chosen Package.
- (e) FAP policies and restrictions are ultimately governed and controlled solely by each Satellite Operator and we cannot change any restriction or traffic management applied to your Service due to the breach of any relevant FAP thresholds in place at any time.
- (f) The Satellite Operator has the right to implement changes to the FAP from time to time, where it is judged, in their sole reasonable opinion that such changes will be to the benefit of any relevant user group as a whole. In normal circumstances, we will promptly update the detailed Fair Access Policy statement on our website once notified.
- (g) Depending on your Package, you may have the option to purchase additional data within any period. Further details of additional data options (“Tokens” or “Booster Tokens”) can be found on our website. Alternatively, you may upgrade your Service to a higher level, if available. There is no Charge to upgrade your Service Level, only the relevant RRP of the Monthly Service Charge for your new Package.

## 9. SUSPENDING OR DISCONNECTING THE SERVICES

- (a) We may at any time:
- Temporarily suspend the Services for repair or maintenance or temporarily provide replacement Services or Equipment of a similar functionality to those previously supplied; or
  - Give you instructions on how to use or vary the Services (which you agree to comply with) where we reasonably consider such instructions are provided to you in the interests of safety, the maintenance of service quality or the overall benefit of other users.
  - Before doing either of these things we will endeavour to contact you via the current email address that you have provided to us and if relevant, we will take all reasonable measures within also aim to restore the Services as soon as reasonably practicable after any temporary suspension.
- (b) We may suspend all or any part of the Services without warning:
- In an emergency;
  - When we are required to by the Satellite Operator or any other third party whose systems we use to provide the Services;
  - When we are required to by the police or 3<sup>rd</sup> party with legal authority to make such a request;
  - If you do not adhere to the conditions of this Agreement;
  - You physically or verbally threaten or abuse any of our staff;
  - If you do not pay all Charges due to us by the Due Date.
- (c) We reserve the right to Charge you a re-connection fee where you have contributed to the suspension of the Services.
- (d) In certain circumstances where we reasonably consider that the reconnection of your Service will be to the ongoing and overall detriment of other users of the service or in the event that the Satellite Operator refuses to re-connect your system preventing us from supplying the Service to you, we shall be entitled to terminate your service. You will not be liable for any Monthly Charges beyond the point of permanent disconnection. We will also in these specific circumstances take responsibility for collecting the Equipment from you without charge unless you fail to make available to us for collection all of the Equipment in full working order and in good condition in which case we shall be able to charge for damage or replacement as set out within this Agreement.

## 10. ENDING THE AGREEMENT

- (a) Either Party can cancel this Agreement immediately if any of the following happens:
- The other breaks an important condition of this Agreement or several less important conditions and does not put it right within 21 days of written notice to do so;
  - After the Minimum Period on provision of 30 days written notice to the other.
- (b) In addition, we may end this Agreement at any time if the Satellite Operator is unable or unwilling to make such Services available to us or unwilling for any reason to make their service available for us to continue to supply you specifically, providing that we give you 30 days written notice.
- (c) At the end of the Agreement if validly terminated by us, you must pay any Charges that are due to the end of the Agreement or the point at which we cease to deliver the Services whichever is earlier. If you properly terminate the Agreement, you must pay any valid Charges up to the point that the Agreement is properly terminated.
- (d) At the end of this Agreement, the Equipment will be deactivated and no longer be able to access the Services.
- (e) At the end of this Agreement, you must return any of our Equipment that we have asked you to do so in a safe and timely manner at your cost as set out in Section 5.

## 11. RIGHT TO CANCEL

- (a) Under the Consumer Contracts Regulations 2013 (the "Regulations"), if you are a purchasing the Services (or any goods) as a consumer (as defined in section 4 of the Regulations), you have specific rights to cancel this Agreement with us without giving any reason. This is commonly referred to as the "Cooling Off Period":-
- You must provide to us a clear and unambiguous statement that you wish to cancel (eg. a letter sent by post, a fax or an email). Our preference is to receive this in writing to our main contact office using the cancellation form template shown at Appendix 1 (the "Cancellation Notice").
  - You have up to fourteen (14) calendar days after you placed your Order for Services with us to change your mind and cancel your Order. Within this period if we have, with your explicit agreement, already delivered Services (including Account set-up, Activation, Installation and Monthly Service charges) we are entitled to charge you for the Services already delivered up to the point of cancellation.

- c. Where you have purchased goods (eg. purchased any part of the Equipment outright), you have the right to choose to return those goods up to fourteen (14) calendar days after you receive the goods. If you have paid any specific delivery charges for goods that you have purchased, you will still be liable for them.
- (b) Where the Equipment has been delivered to you and/or any relevant part of the Service has been activated or commenced within 14 days from your Order data, you will be liable for any Charges associated with any Services provided to you up to the point of cancellation including any Activation and Account Set-Up Charges, Installation Charges and Monthly Service Charges. All valid Charges will be deducted from any refunds due to you.
- (c) If you cancel your Order after any some or all of the Equipment has been delivered to you will be liable for any reasonable Charges associated with the costs of packaging and return delivery to us or, if requested in writing by you, our de-installation and collection of any installed Equipment for which we will provide you with a written quotation. As we may offer promotional subsidies or special offers on the Equipment or our Installation Charges, the collection or de-installation charges may be more than you paid for initial delivery or installation. Our current Collection Charge for the Equipment and our full price Installation/De-installation Charges can be requested in writing at any time. Any agreed charges that we incur will be deducted from any refunds that may be due to you.
- (d) You are responsible for returning all of the Equipment that we have requested within 14 days from the date of cancellation. When all of the Equipment is received by us at our head office, we will promptly test and inspect the Equipment. All items of Equipment purchased by you and used will incur a 20% impairment charge. In addition, any Equipment reasonably deemed by us to be damaged, de-faced or in any other way faulty taking into account the age of the Equipment, such fault not arising through our liability or by way of Equipment failure, we will raise a Charge equivalent to the reduction in value of the impaired Equipment whether by way of replacement or repair, whichever is the lower plus our reasonable administration costs.
- (e) We will provide you with a final invoice detailing all refunds due to you, any Charges arising from the cancellation as set-out above and the net balance payable to you or due to us. We will either collect any sums due to us or refund any balance due to you within 14 days of completing our inspection of the Equipment (or from the date that you provide proof of delivery). In the event that there is a net balance due to us, we may use any method of payment that you have previously provided to us including Debit or Credit Card instruction.

## 12. INFORMATION, PASSWORDS AND DATA PROTECTION

- (a) In order to access the Services, we may provide you with a user identity (User ID) and/or a unique password. You are responsible for the security and proper use of all User IDs and passwords and must keep them confidential and not disclose them to any third party.
- (b) You must inform us immediately if:
  - a. You suspect that any password in relation to the Services has or may have become known to someone who is not authorised to use it and/or
  - b. You forget a password. Providing that you satisfy any security checks as may be reasonably required by us, we will issue you with a new password.
- (c) If we reasonably suspect that there has been or is likely to be a breach of security or a misuse of the Services, we may change your password and we will notify you accordingly.
- (d) You are required to promptly and accurately give us all the information that we reasonably request so that we can perform our obligations under this Agreement.
- (e) We may at any time, subject to the relevant legal and statutory provisions, use any information that you have provided to us, together with any other relevant information, for the purposes of administration, credit scoring, consumer services, training, marketing, tracking use of our Services (including processing call usage, billing, viewing and interactive data), profiling your usage and purchasing preferences and providing you with Services. We may disclose your personal information to any group or otherwise connected company of ours and our sub-contractors, agents and partners for the above-mentioned purposes. You have a right to ask in writing for a copy of your information (for which we may charge a small fee for information not accessible through our website) and to require us to correct any inaccuracies.
- (f) From time to time, we, or a third party acting on our behalf, may contact you by mail, telephone, email or other method with information about our Products and Services (including discounts and special offers). If you do not wish to receive marketing or promotional information from us, you must confirm this to us in writing.
- (g) We will only discuss your account with you or an authorised user that you have notified us of in writing.
- (h) We may record or monitor telephone calls to help us to improve our services.
- (i) You acknowledge that we may co-operate with any court, tribunal, regulatory body, police authority or other Competent Authority in any investigations or proceedings concerning you or your use of the Services. This may



include disclosing communications transmitted via the Services or other particulars regarding your use of the Services to such authorities.

- (j) We may use credit reference agencies to help us make credit decisions or for protection against fraud. You agree that we may register information about you and the conduct of your account with any credit reference agency. For the purpose of fraud prevention, debt collection and credit management, we may disclose information about you and the conduct of your account to debt collection agencies, security agencies or financial institutions.
- (k) We will provide relevant information in the event that we sell or transfer our business, to ensure that you continue to receive the Services.

### **13. INTELLECTUAL PROPERTY RIGHTS**

- (a) You acknowledge that certain material including (but not limited to) text, software, music and video clips, photographs/images, graphics, logos, adverts or other data accessed through the Services, is protected by copyright, trade mark, service mark, patent or other proprietary rights and laws. This material may be owned by us or by third parties.
- (b) You acknowledge that you are only permitted to use the above material to enable you to use Services. You may not, save as is reasonably necessary to make use of the Services, copy, reproduce, distribute, publish or make any commercial use of any such material obtained while using the Services.
- (c) You may from time to time transmit material or content during the use of the Services. You acknowledge that as an Internet Service Provider (ISP), whilst we take all reasonable steps on our network to ensure its security, such security cannot be guaranteed and third parties may gain access to your material.
- (d) The Services may comprise software, services, technical information, training materials or other technical data that are subject to the country of origin Export Control Regulations or the laws or regulations of that country.
- (e) We hereby grant to you a non-exclusive licence to use the Software in executable form only. The licence granted to you under this Agreement is personal to you and may not be sub-licensed, transferred, assigned, or otherwise disposed of. If you use the Software in any way which will result in you being in breach of this Agreement, or you attempt to transfer, assign or otherwise dispose of your licence to use the Software, the licence will be terminated immediately which may impact your ability to use some or all of the Services but you will still be bound by the terms of this Agreement.
- (f) You hereby agree to comply with any licences of the Software reasonably required by the owner of any intellectual property rights in any of the Software for the protection of that Software howsoever notified by us to you including appearing on any screen used by you to use the Services.

### **14. MAINTENANCE SERVICES**

- (a) Only our staff or our authorised agents may provide maintenance and repair services for the Services and the Equipment.
- (b) Where we provide the Equipment to you as a part of your Package, we will be responsible for the maintenance and repair of the Equipment for as long as you continue to receive the Services from us and the payments for all Charges due by you to us are up to date. Where you have purchased Equipment from us outright, we will be responsible for maintenance for the stated warranty period.
- (c) Maintenance Charges may apply where any problem with the Services or the Equipment has been caused by misuse of the Equipment by you even if such events occurred in the attempted repair, removal or reconfiguration of the Equipment or Services. This will include any Charges that we reasonably and directly incur arising from the impact on our Services caused by viruses, malicious software or other malware introduced via any part of the Customer Equipment.



## 15. LIABILITY

- (a) We are legally responsible to you only as set out in this Agreement.
- (b) Nothing in this Agreement shall remove or limit our liability, in the event of:
  - a. Death or personal injury caused by negligence;
  - b. Fraud;
  - c. Anything that cannot be excluded by law.
- (c) Our entire liability to you for something we or anyone who works for us does or does not to do in respect of breach of contract, negligence or pre-contractual misrepresentation will be limited to the lower of the value of any direct losses you incur or:
  - a. £10,000 for damage to property;
  - b. £5,000 for all other losses which are not excluded by clause (d) below;
- (d) We are not liable to you in any way for any indirect, consequential, incidental losses or damages or any loss of profits, revenue, expenses, goodwill, anticipated savings however they may be caused and even if they were and are foreseen by you and notified to us in any manner.
- (e) We are not liable to you in respect of any products or services you order from any 3<sup>rd</sup> party using the Services.
- (f) We will not be liable for any loss as a result of the suspension, disconnection or unavailability of the Services, which occur in accordance with the terms of this Agreement.
- (g) We will not be liable to you if something beyond our reasonable control prevents us carrying out our duties or providing any of the Services.
- (h) You must tell us in writing about any potential claim as soon as you become aware of any incident and that such incident means that you may be entitled to make a claim and in any event within 14 days of any incident resulting in such a claim first occurring. If you make us aware of a claim outside of this timeframe, it is our sole discretion as to whether we recognise and deal with any such claim.
- (i) This section will apply even after this Agreement has ended.

## 16. GENERAL

- (a) We may change the terms and conditions in this Agreement if new laws or rules make it necessary or for any other good reason. In the event of any substantial changes, we will endeavour to provide you with 30 days' notice in advance of doing so. All amendments will also be posted on our website. If you do not object to the new Agreement via written notice to us within 30 days either of us having notified you or providing updated Terms and Conditions on our website, the new Terms and Conditions in their entirety forming part of this Agreement shall then be deemed to supersede all preceding Agreements between the Parties.
- (b) In the event that we fail to apply any aspect of this Agreement at any time, any action, concession, exception or time that we allow you only applies to the specific circumstances in which we give it. It does not affect our rights under this Agreement in any other way.
- (c) English law will apply to this Agreement and both Parties agree to the exclusive jurisdiction of the English courts.
- (d) If a clause of this Agreement is not legally effective, the rest of this Agreement remains effective. We may replace any clause that is not legally effective with a clause or condition of similar meaning that is. This Agreement is made solely and specifically between and for the benefit of the Parties and is not intended to be for the benefit of, and shall not be enforceable by any person who is not named at the date of this Agreement as a Party to it, and neither Party can declare itself a trustee of the rights under it for the benefit of any third party. The terms of this Agreement will apply jointly and severally to all those agreeing to take Services under this Agreement.
- (e) A reference in this Agreement to a statutory provision will, unless expressly provided otherwise, be interpreted as a reference to such provision as amended or re-enacted.
- (f) In this Agreement unless the context otherwise requires words in the singular include the plural and vice versa; and words implying any gender include all genders.
- (g) This Agreement represents the entire understanding between the Parties in relation to the subject matter herein and supersedes all other agreements or representations made by us, whether oral or written.
- (h) Unless we clearly state to the contrary in any offers or promotions that we make, you will only be eligible to benefit from one promotional offer or discount applicable to the Services during the term of this Agreement.
- (i) Any Appendices attached to this current Agreement or added in the future are to be treated as wholly incorporated into this Agreement and form an integral part thereof.
- (j) Any external links on any of our websites are not under our control, and as such we cannot be held responsible for any content found on these sites. We endeavour to supply 3rd party links that we believe will be for the wider benefit our customers and this by no way assumes any endorsement in whole or part by us to the content that may be found on these sites.

## 17. ASSIGNMENT

- (a) This Agreement is personal to you and therefore it may not be assigned or transferred by you to any other person without our prior written consent.
- (b) For commercial reasons, we have the right to assign this Agreement together with any associated rights of access and installation at any time to any company, person or other legal entity.

## 18. NOTICES AND COMPLAINTS

- (a) As per Section 7, it is an important condition of this contract that you provide us with a valid and current email address through which we can make contact with you at all times. In the event that we do not hold a valid or current email address, you may be liable for additional charges that arise through our inability to contact you about your account or other matters in a timely and efficient manner. We also may provide you with a specific email address that enables you to access our customer portal through which a range of information, both specific to you and general to the Services may be made available from time to time. This email address may also be required for actions such as online viewing of invoices, raising trouble tickets and receiving correspondence from us.
- (b) You can provide any formal notice to us by delivering or posting such notice to Avonline Satellite Services Ltd. 108 Churchill Road, Bicester, OX26 4XD, or as amended from time to time on our website.
- (c) We are able to give notice to you by post or by email (to the address that you have provided to us or as updated by you from time to time). Our preferred method of communication will, in most instances, be by way of electronic communication to your email address.
- (d) We may also provide you with other country specific contact details to allow you to communicate with us, or use the Services, in a more efficient manner.
- (e) Any information relevant to this Agreement that may be varied over time will be updated on our website. In the event that this address is changed for any reason, we will redirect automatically forwarding from the original web link or provide direct notification to you by email.
- (f) In addition to this Agreement, the Fair Access Policy will be maintained on our website. Any variations of the Fair Access Policy will be promptly updated on the website and it is your responsibility to review any such changes. We will only notify you directly in the event that we consider that there is a change to the policy where we reasonably believe that you may be fundamentally impacted by the changes.
- (g) Either Party may amend their details at any time providing advance written notice is given to the other.
- (h) OFCOM requires Communication Providers to ensure they have a Code of Practice for handling complaints for Domestic and Small Business Customers. This includes ensuring that customers are aware that they can refer their complaint to an Alternative Dispute Resolution Scheme (ADR). A copy of our customer complaint code is available here.

### Appendix 1 – cancellation form template

Under your rights to cancel the contract covered in Section 11, you may opt to complete the following cancellation form and send it to us confirming your instruction to cancel the contract.

To: Avonline Satellite Services Ltd. – [contracts@avonlinebroadband.com](mailto:contracts@avonlinebroadband.com) or at 108 Churchill Road, Bicester, OX26 4XD

I/We hereby give notice to cancel our order for broadband services and any equipment that we have

Order date:- \_\_\_\_\_

Customer Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Signature(s): \_\_\_\_\_

Dated: \_\_\_\_\_

-----End Of Agreement -----