

Cotswold Community Networks Limited

Access Node Supplemental Terms and Conditions

(issue date 28th March 2004)

These Supplemental Terms and Conditions supersede any and all previous ones and the Customer's continued use of the service whilst hosting an access node constitutes the Customer's agreement to be bound by these Supplemental Terms and Conditions (in conjunction with the Terms and Conditions) and no others. These Supplemental Terms and Conditions must be read in conjunction with the Terms and Conditions, which may be subject to change from time to time.

Definitions

- a. '**Cotswold Community Networks**' refers to Cotswold Community Networks Ltd, Unit G, Donkeywell Farm Estate, Quenington, Gloucestershire GL7 5DH, hereafter referred to as 'CCN'
- b. '**Customer**' refers to the company or individual who has requested and completed the Broadband Service contract
- c. '**Broadband Service**' refers to the service CCN will provide the Customer for the duration of the contract period
- d. '**Contract Period**' is the length of time the Customer is committed to using and paying for the Broadband Service.
- e. '**Access Node**' refers to the additional aerial, equipment and associated cabling necessary to allow the onward transmission and reception of service across the network.

Contract Terms

An agreement by a Customer to host an Access Node is for a minimum period of **twelve months** and is then subject to **three month's** notice in writing of termination. **Termination notices should be posted to Cotswold Community Networks Ltd, Unit G, Donkeywell Farm, Quenington, Glos GL7 5DH and the applicable date of notice shall be the date the notice is received by Cotswold Community Networks.**

General

The contract is between CCN and the Customer. The contract is non-transferable by the Customer. CCN reserves the right to change the Supplemental Terms and Conditions for Customers hosting Access Nodes and will give three month's notice in writing of any such changes. The section headings in these Supplemental Terms and Conditions are inserted for convenience only and are not intended to affect the meaning or interpretation of these Supplemental Terms and Conditions. No action, regardless of form or nature, arising out of these Supplemental Terms and Conditions may be brought by either party more than two years after the cause of the action has arisen.

These Supplemental Terms and Conditions refer specifically to those Customers that have agreed to host an Access Node. They are in addition to, and not in place of, the Terms and Conditions of service.

Provision of the Service

- a. The Customer will permit CCN to host an Access node at the Customer's premises for the duration of this agreement and subject to the contract terms of this agreement. However, CCN is under no obligation to host an Access Node at the Customer's premises and may remove the Access Node at any time, subject to the Customer's rights to continue to receive the Broadband Service as detailed in the Terms and Conditions.
- b. The Customer agrees to allow CCN to publicise the fact that there is an Access Node at the Customer's geographic address, and to provide the precise location of the Access Node on company literature and on the web site.
- c. The Customer agrees to use their best endeavours to ensure the continued operation of the Access Node, to absorb the small cost of additional electricity themselves, and in particular not to intentionally break the electricity supply to the Access Node equipment or to obscure the propagation paths of the aerials.
- d. CCN may occasionally need to have access, sometimes at short notice, to the Access Node equipment for modification, maintenance or repair purposes, and the Customer agrees to use their best endeavours to allow CCN staff or representatives, reasonable access to the relevant equipment.
- e. Equipment provided by CCN remains the property of CCN and possession must be surrendered on termination of this agreement.

Benefits

In recognition of the value provided by the Customer to CCN in the hosting of an Access Node, the Customer shall enjoy a reduced monthly fee and other such benefits as may be in force from time to time. CCN reserves the right to modify the benefits on offer for the hosting of an Access Node, but will provide the Customer with at least **three** month's notice of its intention to do so should the modification result in a decrease in the value of those benefits.

The current benefits are:

- a. Free installation of the Broadband Service. Where an existing Customer hosts an Access Node subsequent to taking service, their installation fee will be reimbursed in full.
- b. 10 per cent reduction in the monthly fee for the standard tiers of the Broadband Service.

Suspension of Accounts

CCN reserves the right to suspend a Customer's Broadband Service if the Customer breaches either our Terms and Conditions or our Acceptable Use Policy. In such instances, CCN will provide the Customer with formal written notice that the account has been suspended. The Customer remains liable for the monthly fee during such suspension, and service will only be resumed once the breaches have been resolved and/or any overdue amounts (including accrued interest) paid to CCN. **In addition, for a Customer hosting an Access Node the Customer agrees to maintain the operation of that Access Node during any period of suspension.**

Cancellation of Accounts

- a. Where a Customer decides to terminate their agreement for the Broadband Service, they must still adhere to the minimum contract period and notice periods applicable to hosting an Access Node.
- b. During the notice period for termination of hosting an Access Node, the Customer must continue to allow all necessary equipment to operate and provide it with the necessary mains power.

Warranties

CCN will not be held liable for incidental, special or consequential damages. CCN makes no warranty, express or implied, relating to the fitness for purpose or merchantability of the Broadband Service. Regardless of the nature of any claim, the limit of CCN's liability to the Customer shall not exceed the aggregate of twelve monthly payments for the Broadband Service.

The Customer indemnifies CCN against any and all claims and damages made against CCN as a direct or indirect result of the Customer's use of the Broadband Service.

Customer Obligations for the Broadband Service

- a. The Customer, or a previously notified nominated representative, must be present on the day of installation of the equipment necessary to host an Access Node. The Customer must further provide reasonable ongoing access to CCN or its representatives to said equipment for purposes of necessary modifications, maintenance, or repair.
- b. The Customer must provide adequate care of the equipment installed by CCN Ltd, and is liable for loss or damage of said equipment caused by the Customer's direct or indirect actions.
- c. For the avoidance of doubt, the Customer agrees to notify CCN in writing (email is acceptable to info@cotswoldwireless.co.uk) of any prolonged periods of absence from their property and to use best endeavours to provide CCN with a means of access during such periods (for example, by leaving a key with a trusted neighbour or relative). In particular, the Customer agrees to maintain the necessary mains power to the Access Node equipment during the period of absence.

CCN's Obligations for the Broadband Service

- a. On Customer completion of an Access Node Hosting Contract CCN will contact the Customer to verify all initial Customer obligations have been met.
- b. CCN will arrange for installation of the appropriate aerial(s), equipment and associated cabling.
- c. On installation day CCN will provide the Customer with all the technical support needed to ensure the installation goes smoothly.
- d. CCN will provide email and/or telephone technical support on the Access Node throughout the contract period.