

Terms and Conditions with Acceptable and Fair Use Policies

1 Terms and Conditions

We are a Social Enterprise registered as a Community Interest Company which is Limited by Guarantee and as a **Customer** you are a member of our company (see para 27.5 in Article of Association at <https://swale.life/about-us/>) – it is your company.

This contract is about protecting you, the customer and the **Company** (Swale Life CIC) known in this document as Swale Life Broadband.

1.1 Your Service

Swale Life Broadband will provide the Service to the Customer in accordance with the Conditions of this Agreement and with reasonable skill and care. It is technically impracticable to provide the Service free of fault in our environment and Swale Life Broadband does not undertake to do so.

Swale Life Broadband will use its reasonable endeavours to provide an effective and continuing Service however service interruptions will occur:

- Planned maintenance is required and we will let you know as soon as is practical;
- the system may fail, and we will fix it.

Despite us being sorry the Customer shall have no claim against Swale Life Broadband for any such interruption (although see Breaches of Conditions or Acceptable Use Policy

Swale Life Broadband will always act reasonably and fairly but if you, the Customer, breach the conditions or acceptable use policy, we will talk to you.

If all else fails or the breach is serious, we will terminate your service and then let you know in writing.

Complaints and dispute resolution para 1.4).

1.1.1 Term

The Minimum Period of Service is 12 months.

The Customer may end this Agreement after the Minimum Period of Service by giving Swale Life Broadband not less than thirty (30) days written notice expiring no earlier than the end of the Minimum Period of Service or the current paid subscription, whichever is greater.

If a Customer wishes to end this Agreement before the end of the Minimum Period of Service, Swale Life Broadband shall be entitled to charge the Customer fees which would have been payable by the Customer for the balance of the Minimum Period of Service.

1.1.2 Fees

Our installation costs are £349.92 this includes one router/access point – if your house needs a more complicated system further costs may be needed – these extra costs will not be covered by the Better Broadband Scheme.

Our monthly fee is £29.60 + £0.30 transaction costs for Direct Debit



Our fees will change from time to time as described on our website.

As a member of the company you will have the opportunity to discuss any changes and vote on the options. But these changes are binding within your contractual period. However, the Company as a member of Ofcom recognises that we must give you at least a month's notice of this and allow you to exit your contract without penalty if these are detrimental to you.

We utilise <http://gocardless.com> to process invoice payments and monthly direct debits; their name GOCARDLESS will appear on your bank statement with SWALELIFECIC in the reference.

1.1.3 Speeds, Usage Allowances and Traffic monitoring & management

Broadband speeds can be confusing because the speed you observe may vary from that which is advertised. How much it varies depends where you live and how many other people are using the service at the same time. It also depends on your computer/device you used to test the speed and your internal household network.

If a computer is plugged into the main router by an ethernet cable and utilising www.speedtest.net, we expect to provide **over 100Mb download and over 28Mb upload with a fast latency (less than 50ms)**. However, a WiFi connected device will get less than this depending on the device, the testing software and the quality of the WiFi where the device is sited during the test.

There is no limitation on monthly download (within the context of our Fair Use Policy see para 0).

We hope not to manage your traffic, but we have the capability to do so, and we will monitor all household traffic but not at detailed level – that is for example we will know how much data you are using for the web and say video streaming but not what sites you visit and not which films you watch. Nearly all internet providers monitor and manage traffic without any transparency often to save money. However, traffic management can be a positive thing to ensure quality. If we face the need to manage traffic this maybe for one house or for everyone – as a member you will be part of this discussion although we will protect your household privacy. We also have the option of buying more bandwidth at our root service instead of managing the traffic – again as a member you will be part of this discussion and obviously the extra cost.

If you want to manage your own traffic our standard router does not have management tools so if you feel you want to manage content and Wi-Fi access times (for example for children or guests) please discuss this with the company and we can source an alternative router.

1.2 Data Protection

To use the Service, the Customer needs to supply Swale Life Broadband with certain details on the Application Form. Swale Life Broadband will respect the privacy of this information and will comply with applicable data protection legislation. Our privacy policy can be found on our Website <https://swale.life/privacy-policy/>

1.3 Your responsibilities

You will pay your bills through Direct Debit as invoiced (see para 1.1.2).

You will not move our equipment to another premise or otherwise interfere with it.

You will not resell our service.

You will avoid illegal activity using our services and will follow our Acceptable Use Policy (see para 2).

You will be responsible in the utilisation of our service and will take note of our Fair Use Policy (see para 3).

You will need to let the Company representatives (potentially including sub-contractors) on your premises from time to time to maintain the equipment that provides the Service.

If you are a relay site, you agree to provide power free of charge (it will only be £20-30 per annum) and not to disconnect your neighbours' services which are relayed through your installation.

1.4 Breaches of Conditions or Acceptable Use Policy

Swale Life Broadband will always act reasonably and fairly but if you, the Customer, breach the conditions or acceptable use policy, we will talk to you.

If all else fails or the breach is serious, we will terminate your service and then let you know in writing.

1.5 Complaints and dispute resolution

We are your neighbours so please let us know about any problems or disappointments.

If you feel one or more of us is not taking your problem seriously please put this in writing and the Directors will arrange an informal meeting within 14 days of receipt to work out a solution.

If you really feel we are not listening and the problem is serious we are members of CISAS (<https://www.cedr.com/consumer/cisas/>) - CISAS is managed independently by the Centre for Effective Dispute Resolution (CEDR), an Alternative Dispute Resolution Provider, certified by Ofcom, to resolve disputes related to communication and internet services. The service is free of charge to customers as required by the Communications Act 2003.

1.6 Amendment of these Conditions

Swale Life Broadband reserve the right to add to and/or amend the Conditions at any time – you as a member will be party to these changes. Such changes shall be notified to you as the Customer.

Changes in this manner shall be deemed to have been accepted if the Customer continues to use the Service after a period of two weeks from the date of posting on the Website.

If you wish not to accept these changes and wish to argue the changes are detrimental to you we will consider your early exit from the contract.

2 Acceptable Use Policy

Swale Life Broadband believes in a safe Internet and works with other organisations and regulatory bodies to prevent illegal use of the internet.

This Acceptable Use Policy (AUP) specifies the actions prohibited by Swale Life CIC ("Swale Life Broadband") to a User of the network utilised by Swale Life Broadband Services and must be read in conjunction with our Terms and Conditions.

("User") may be defined as "a Customer or anyone who uses Swale Life Broadband Services or accesses the network utilised by Swale Life Broadband Services or Internet service".

The primary purpose of this policy is to prevent the illegal use of Swale Life Broadband Services as defined in UK law or the inappropriate use or misuse of the Services on the basis of Swale Life Broadband's own judgement and discretion.



This policy further defines the rights that Swale Life Broadband has to ensure consistent and acceptable use of Swale Life Broadband Services and the Network by all Users, as well as safeguard and protect its own commercial interests.

Swale Life Broadband reserves the right to modify this Policy at any time. Changes made to the Policy become effective upon posting of the modified Policy to our website and we will inform you by email.

Swale Life Broadband reserves the right to suspend or terminate the User's Service immediately and without notice, if the User is in breach of any aspect of this AUP.

2.1 Illegal Use:

The Network utilised by Swale Life Broadband Services may be used only for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or intellectual property rights used without proper authorisation, and material that is obscene (illegal), defamatory, constitutes an illegal threat, or violates export control laws.

2.2 The Network:

The User acknowledges that Swale Life Broadband is unable to exercise control over the content of the information passing over the network utilised by Swale Life Broadband Services. Therefore, Swale Life Broadband is not responsible for the content of any message whether or not the posting was made by a Swale Life Broadband Customer.

The network utilised by Swale Life Broadband Services may be used to link into other networks worldwide and the user agrees to conform to the acceptable use policies of these networks.

In addition, the User undertakes to conform to the Internet protocols and standards.

The User may not circumvent User authentication or security of any host, network, or account (referred to as "cracking" or "hacking"), nor interfere with the Service to any User, host, or network (referred to as "denial of service attacks").

Without prejudice to the foregoing, any application that overloads the network utilised by Swale Life Broadband Services by whatever means will be considered as making profligate use of the network provided by Swale Life Broadband Services and will as such NOT be permitted. Use of IP multicast other than by means provided and co-ordinated by Swale Life Broadband is likewise prohibited.

The User acknowledges that the availability of their Swale Life Broadband Service is also dependent upon reasonable usage of the network. The User further acknowledges that Swale Life Broadband reserves the right to manage the Traffic of those Customers whose usage Swale Life Broadband considers to be either not consistent with or appropriate for the Service to which they subscribe or detrimental to the other Users who share the network.

A user sending or receiving malicious or illegal Traffic will be suspended or disconnected upon detection by Swale Life Broadband. Swale Life Broadband understands that in some cases the User may not be aware of or be responsible for the origination of such Traffic, in which case Swale Life Broadband will work with the User to resolve the issue and restore normal service as efficiently as possible.

Any user who violates the company's systems or network security may incur criminal or civil liability. Swale Life Broadband will co-operate fully with investigations of suspected criminal violations,

violation of systems or network security under the leadership of law enforcement or relevant authorities.

2.3 System and Network Security:

Violations of system or network security are prohibited and may result in criminal and civil liability. Swale Life Broadband will investigate incidents involving such violations and will involve and will co-operate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following:

- Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without the express authorisation of the owner of the system or network;
- Unauthorised monitoring of data or Traffic on any network or system without the express authorisation of the owner of the system or network;
- Interference with service to any User, host or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks;
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

If approached with complaints relating to any system or network violations, Swale Life Broadband will co-operate and assist the Police and law enforcing bodies with their investigations in order to bring such mis-use and violations to an end.

2.4 E-mail:

It is explicitly prohibited to send unsolicited bulk e-mail messages ("junk mail" or "spam") of any kind (commercial advertising, political tracts, announcements) etc.

It is also explicitly prohibited to allow others to send unsolicited bulk e-mail messages or viruses either directly or by relaying through the User's systems. For the avoidance of doubt, Users must ensure that their systems cannot be relayed through. Users may not forward or propagate chain letters nor malicious e-mail.

A User may not solicit e-mail for any other address other than that of the User, except with full consent of the owner of the referred address.

Users should, before using the service, familiarise themselves with the contents of the following newsgroups;- news.newusers.questions; news.announce.newusers; and news.answers. Excessive cross-posting (i.e. posting the same article to large numbers of newsgroups) is forbidden. Posting of irrelevant material to newsgroups (also known as USENET spam) is also forbidden. Posting binaries to a non-binary newsgroup is forbidden.

Complaints regarding Illegal Use or System or Network Security issues, Email abuse, USENET abuse or spamming should be sent to the Company: admin@swale.life

Indirect or attempted violations of this policy, and actual or attempted violations by a third party on behalf of a swale life broadband customer or a customer's end user, shall be considered violations of this policy by such customer or end user.

3 Fair Usage Policy

Swale Life CIC acts as a Community Internet Service Provider – our aim is to provide high quality fast internet access for all clients. Swale Life have a policy of not restricting our core bandwidth at any time – this means that whatever bandwidth you can get on your particular circuit is the speed you will receive across our network and out to the internet. This is one of the key benefits of using Swale Life, we have no artificial restrictions or traffic shaping policies that other ISPs sometimes use to save money.

Our policy of providing clean, fast bandwidth across our network could allow customers to download huge amounts of data.

Our fair use policy is designed to combat customers who wish to use the service for inappropriate usage, which includes people who consistently download very large files, using file sharing software, downloading large amounts of video (files or streaming) or using peer to peer software. This type of activity can affect the performance of the network for all users meaning everyone has slower connections to the internet.

The steps we will take include the following:

- Contacting a high use customer to inform them they are an excessive user and enquire if they understand why they are using so much bandwidth. In many cases a customer is unaware why their internet connection is used to such an extreme – for instance syncing cloud file stores across multiple devices (e.g. dropbox) or iPhone updates; or there may be a virus that is causing problems.
- If usage is not brought within acceptable limits, we will restrict bandwidth available.
- We will then discuss with the customer a resolution to the problem.

Our Fair Usage Policy is unlikely to affect you. If you are using your internet for normal purposes it is extremely unlikely that you will be affected unless you are using file sharing, peer to peer, or are regularly uploading/downloading video or very large files.