

Moors Web Link Community Broadband – Subscriber's Contract

Contract for Moors Web Link Broadband Subscribers and summarised Terms & Conditions

This document provides a plain English summary of:

- The description of the Broadband service
- The summarised terms and conditions for the supply of Moors Web Link broadband services
- Your use of these services and acceptable use.

This document and the documents containing the full details of the terms & conditions, the acceptable use policy, the pricing policy and the definitions, forms the contract between Moors Web Link and yourself for the supply and purchase of the broadband service.

Moorsweb reserves the right to provide updated versions of these documents as required.

Helpdesk & Support.

The helpdesk will be able to solve many problems immediately either by phone or remotely over the network. The helpdesk can provide personal support over more hours per week than Barry can in person. Other problems may require on-site support which will be normally provided locally by Barry Sunley which we endeavour to provide on a next day service although is not guaranteed. The helpdesk is provided for Moorsweb by LN Communications Ltd (LNC) based locally in Yorkshire.

The helpdesk may be contacted by telephone on **0845 643 5811**

Monday to Friday daytime: 9am to 5pm

Outside these hours, a message can be left on the answering machine.

Alternatively you can enquire by email rallison@incomms.co.uk at anytime although responses will be during working hours

Please note that although this broadband support is included in your monthly subscription, it only applies to the broadband network equipment and service. Support for problems with your PC can also be handled but will incur a charge. Please call Barry Sunley directly on 01751 430 323 as he provides this service as part of his business.

Background to the service.

Moors Web Link is a broadband Community Area Network (CAN) project. It is organised by a committee who are elected by an annual public meeting, and governed by a formal constitution. Its objective is to provide a broadband service to subscribers in Bransdale, Rosedale, Farndale, Rudland, Harland, Gillamoor and Fadmoor. Yorkshire Forward (YF) and North Yorkshire County Council (NYCC) via NYnet have funded set-up of the broadband CAN.

You may contact any of the committee as your local representatives, but most routine communications should be sent to Barry Sunley, email: barry@farndale.com or barry@moorsweb.co.uk and tel 01751 430 323. In 2009 the CAN has been extended to Beadlam Rigg, again kindly funded by a grant from Yorkshire Forward. Consideration will be given to extending it further should requests be received.

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Moors Web Link have contracted design and Installation of the broadband network to Moorsweb, a trading name of Farndale Free Range Ltd managed by Barry Sunley. Moorsweb have subcontracted LN Communications Ltd to assist with necessary expertise.

Operation of the network and local support has also been contracted to Moorsweb, but as a separate annual contract.

Essence of the Broadband service.

Moors Web Link provides a Broadband service connected to the public Internet via various means and a wireless CAN.

This is a nominally 2 Mbit/s service. Users will normally perceive this level of performance but it must be noted that at times of heavy usage by subscribers, performance will deteriorate like any other network.

Subscribers have unlimited access time to the Internet. The amount of data transferred by subscribers is normally uncapped but subject to the Moorsweb acceptable use policy to ensure that individuals do not abuse the service with excessive downloads and unfairly disadvantage other subscribers. See the acceptable use section below. Email, web surfing, business and personal data uploading & downloading, and “typical” downloading of music & video are all examples of normal acceptable use. Growth in the amount of data transmitted over the network for various internet services utilised by members in 2009 is becoming a serious concern and policies will be developed to manage the issue in 2011. As an example, this may involve developing multiple levels of membership based on levels of usage.

Subscribers may retain their existing email addresses with other Internet Service Providers (ISPs), with their existing domain names and website hosts, Payments for retaining those services without conventional dial-up accounts need to be negotiated with those service providers. Subscribers may use the Moorsweb Broadband service to access their email using their existing arrangements via other ISP’s web mail services or via email applications such as Microsoft Outlook, Eudora, and Thunderbird etc.

Subscribers may alternatively have a free new email addresses xxxx@moorsweb.co.uk and may also buy further such addresses.

Telephone services using Voice over Internet Protocol (VOIP) will be available on the Moorsweb Broadband service, BUT subscribers must note that normal latency may provide a less than ideal VOIP experience.

Subscribers may use the service for on-line interactive gaming. Gamers within the CAN are expected to perceive satisfactory performance.

Exclusions

If you don’t know what this next paragraph means, you don’t need to worry about it as you won’t be someone who will try to do these things. I offer you my personal guarantee on this. It will not affect most subscribers. If you do wish to worry about it, please call Barry on 430323 for a plain English explanation.

Subscribers may **NOT** host web servers or websites on the Moorsweb service. These services must be purchased conventional host service providers.

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Subscribers may **NOT** participate in peer-to-peer downloading and file sharing services

Acceptable Use Policy

Examples of acceptable use are the usual Internet activities of Email, web surfing, business and personal data uploading & downloading, “typical” downloading of music & video from legal sources.

The vast majority of Moorsweb subscribers will be “acceptable users” and we hope there will be no unacceptable use. Most users need not worry about the following paragraph and will never utilise anywhere near this amount of bandwidth or data transfer. Again, if you are concerned about any aspect of this policy please email or call Barry.

Examples of unacceptable use are:

- peer-to-peer downloading and file sharing
- one subscriber utilising more than 10% of bandwidth continuously unless this is occurring at a time when other subscribers are not utilising the network
- one subscriber transferring more than 10% of network data unless this is occurring at a time when other subscribers are not utilising the network
- spamming
- anything illegal

The issue of “excessive use of bandwidth” is under review, as it is elsewhere in the industry. Actions to be taken will depend upon experience gained while running the network.

The network will be monitored for unacceptable use in a similar manner to other service providers. Subscribers will be politely advised of the fact if they are found to be infringing this policy.

The committee will review infringements of this policy. Subscribers who persistently infringe the policy after discussion of the issues will be disconnected without refund of subscriptions. Disconnected subscribers may appeal to the committee. The committee’s decision will be final.

Provision of Service

The installation and connection charge associated with providing the broadband service is a standard fee of £142 + VAT unless there are some most unusual circumstances.

A wireless router guaranteed to work with Moorsweb is available to purchase as an optional extra of £40 +VAT. You may supply your own if you wish.

This will cover connection of the network to a PC (or laptop, notebook, switch, router, or similar network device) of your choice within your premises, and demonstrating to you on your PC that the broadband connection is working. The service will be provided into your PC with a cat5 cable (similar to a telephone cable) that plugs into a network port on your PC or other network device. Moorsweb is responsible for the service up to this plug. The moorsweb member is responsible for the performance of their PC and/or network device, and a call-out charge may be applied if any problem is caused by the member's own equipment. Basic training for 10 to 15 minutes showing users how to connect to the broadband network and use the Moorsweb service is also included.

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The subscriber will then be asked to complete and sign either a standing order form or a direct debit form for the monthly subscription.

If the subscriber needs other services such as setting up a home or office network, this can be provided at extra cost.

The monthly subscription will cover the monthly provision of the service, access to the helpdesk service and any necessary support to keep the network running. Moorsweb will repair or replace any Moorsweb equipment needed to maintain or upgrade the network.

The monthly subscription does not cover any support or maintenance necessary for subscriber’s own equipment.

Moorsweb, Moors Web Link, it’s committee members, ordinary members, contactors and sub-contractors will not be held liable for any consequential losses as a result of downtime of the service. (see below for more details)

Physical Equipment Installation

Moorsweb has created a physical network of wireless equipment and necessary ancillaries to provide the broadband service. Subscribers/members consent to hosting equipment such as wireless receivers, transmitters, aerials, power supplies, cables, mounting equipment etc for the network on their properties at suitable locations to be agreed with the subscriber, at no charge to Moorsweb. Subscribers also consent to including basic insurance against theft & damage for the equipment as part of their household insurance, as they would their other computer and electrical equipment.

Pricing and Subscription Payments:

The pricing policy of Moors Web Link is that the network has to be "commercially viable" whilst providing a broadband service at lowest cost for subscribers and Moorsweb supports this policy. Such sustainability is also one of the funding requirements of Yorkshire Forward, NYCC and NYnet. This in essence means that the monthly subscriptions received from the subscribers must cover the operating costs of the network. The main operating costs are monthly broadband business service rental. Other costs are helpdesk, network support, local support, governance, and administration.

The connections will cost a maximum of £25 per month INC VAT for a maximum of 12months. This is under review for the tiered membership proposal. The basic cost will remain under £25 but for those members who wish to have a faster service or more data there may be an increased fee, subject to member’s agreement.

The Moors Web Link committee will oversee the financial operation of the network and agree the decisions on when the subscriptions can be changed.

Subscriptions will be collected by Moorsweb by either standing order or direct debit in accordance with conventional legal safeguards for consumers and banking codes of practice.

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Minimum Term

We no longer have a minimum term. A connection fee is charged to cover costs and then Moorsweb focuses on providing a quality service such that members are not inclined to leave. Where members do wish to leave for whatever reason, subscriptions may be cancelled with one months notice. Please just email or phone Barry Sunley. Details given near the beginning of this document.

Customer Service and Customer’s Rights.

Moorsweb undertakes to supply, install and commission into service the broadband service in accordance with the provisions of the Agreement and Terms & Conditions and in accordance at all times with the standards expected of a reasonable and prudent company supplying the same or similar services within the telecommunications industry providing a community broadband network. However it must be understood that this is a CAN provided on a "best effort community" basis and NOT a purely commercial telephone based service such as that provided by Orange, Tiscali, BT, AOL, Carphone Warehouse, Virgin and many other ISPs.

One crucial point relating to the fact that Moorsweb is NOT a commercial service, is that **Moorsweb cannot provide a guaranteed service level** as there are too many aspects of our service which are out of our direct control. As a community based service, we are reliant on members of our community to help us provide that service by hosting equipment on their houses, and permitting us access to their properties when needed for maintenance & repair. The service is not a profit making service. It is run at-cost and those costs include the helpdesk, the backhaul rentals & paying someone on a part time basis to run it and support it. **Therefore the service is provided on a best effort basis and the monthly subscription is due as usual whether we have a perfect service or downtime.** MoorsWeb does recognise that network downtime is a major cause of member dissatisfaction and MoorsWeb has every incentive to fix things quickly and keep them fixed as every outage causes more support work. See the section on help desk near the beginning of this document.

Moorsweb, Moors Web Link, it’s committee members, ordinary members, contactors and sub-contractors will not be held liable for any consequential losses as a result of downtime of the service.

People have regularly suggested that subscriptions should be deducted due to downtime, either directly or via the AGM to which every member is invited, but this is self-defeating for a community based network. It is also contrary to the original YF/NYCC grant funding requirement that we ensure the network is self-sustaining. If everyone deducted subscriptions each time we had a problem, there would be one of two results. Either monthly subs would have to be increased to cover the various losses of revenue which would no longer cover costs, or if costs weren't covered Moorsweb would simply cease to exist and we wouldn't have a broadband service.

If you have any concerns about the provision of your service, please call Barry Sunley on 430 323 or email barry@farndale.com

If you wish to discuss your concerns with anyone else, please call or email your local committee representative. Until the AGM in 2010 your elected committee representatives are:

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Fred Collin	431137
Kevin Kimber	432938
Kath Seddon	417186
John Sugden	417794
James Thurtell	430602
Dave Wood	417186

If you wish to become a committee member, pls come along to the AGM or speak to one of the existing committee or Barry.

The committee may update the terms & conditions during a committee meeting at which a quorum of the committee members is present.

Major changes to terms & conditions are presented the AGM for members to contribute to the decision making. Members are also invited to volunteer for the committee. Elections will be held if a sufficient number of volunteers make it necessary.

