

Michaelston y Fedw Internet CIC

Terms and Conditions and Service Level Agreement for the provision of Broadband Services

The Services (as defined below) are offered to you by Michaelston Y Fedw Internet CIC of Cefn Fawr Farm, Cardiff CF3 6LP.

In order to receive the Services you must read and accept the Terms and Conditions and Service Level Agreement set out below, which govern the provision of the Services to you.

1. Definitions

"Agreement" means the contract in place between you and us, defined by these Terms and Conditions and Service Level Agreement and also subject to the Privacy Policy, viewable on the Website as amended from time to time, the Grant application form and associated Eligibility Criteria and the Welcome Pack.

"Commencement" means the date on which the Services are first provided to you.

"Staff" means employees, volunteers, consultants or contractors, appointed by us to support the Services we provide to you.

"Premises" means the premises to which the Services are to be provided as detailed in the Grant application form.

"Services" means the broadband services through which you may gain high-speed access to the internet via a telecommunications network together with the services and facilities provided by us and/or our Service Partners in connection with such internet access service.

"Fees" means the amount of any charges made for goods and services as declared on the Website at www.myfi.wales

"Installation Date" means the date agreed for installation of the Services.

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

"Website" means the MyFi internet site which can be found at www.myfi.wales

"We, Us and Our" means Michaelston Y Fedw Internet CIC, often abbreviated within these Terms and Conditions and Service Level Agreement as MyFi

"You, Your" means the individual or business (being an incorporated or unincorporated entity) whose details are entered on the Access Broadband Cymru (residential) or Ultrafast Connectivity Voucher (business) Grant application form you have completed.

"Grant" means the Grant application form and associated Eligibility Criteria, either Access Broadband Cymru, (ABC) for residential applicants or Ultrafast Connectivity Voucher, (UCV), for business applicants, you completed.

"Direct Debit" means the monthly payment instruction you must establish for payment of Fees with GoCardless, by following the web page link contained within the Welcome Pack you receive by email upon Commencement of the Service

"Welcome Pack" means the paperwork given to you by MyFi and signed by you, upon Commencement of the Service, containing Security Details and instructions for establishing a Direct Debit via GoCardless to pay the Fees

"Privacy Policy" means the document viewable via MYFi's web pages and subject to change from time to time which explains your and our obligations under data protection (GDPR) and other regulations

"Service Partner" means the third-party providers of support services to Myfi, as appointed by us from time to time

2. The Agreement

2.1 Your Agreement with us consists of:

2.1.1 these Terms and Conditions and Service Level Agreement.

2.1.2 your signed Grant application form (ABC or UCV) and associated Eligibility Criteria as published by the Welsh Assembly Government, (WAG).

2.1.3 the Privacy Policy viewable on MyFi's web pages (www.myfi.wales) as amended from time to time ("Michaelston y Fedw Internet CIC Privacy Policy")

2.1.4 the Welcome Pack you received upon Commencement of the Service

2.2 This Agreement will incept upon the Commencement Date and will continue for a term of 24 months and after this period until terminated by you or us in accordance with paragraph 10 below.

3. How to register for our services

3.1 To register for the Services you must be at least 18 years of age and resident in the UK.

3.2 You confirm that all information provided to us, including the information in the Grant application form, is true, complete and accurate to the best of your knowledge and belief. If any facts or information provided to us become inaccurate then you undertake to tell us immediately of the changes.

3.3 You confirm that there are no facts or circumstances which have not been disclosed to us which would affect our decision to provide the Services to you.

4. What you can expect from us

4.1. We will provide the Services subject to these Terms and Conditions and Service Level Agreement. We will exercise reasonable care and skill in providing the Services to you. We will do what we can to make the Services available at all times and fault free, but we can't promise that it always will be available.

4.2. We will endeavour to provide the Services to you at the access rate expected.

4.3. We will use our reasonable endeavours to begin providing the Services as soon as reasonably practicable.

4.4. We will provide the Services to our main external equipment which shall be connected to a router provided by us in your Premises.

4.5. We may suspend the Services temporarily without notice in an emergency or in order to improve, maintain or repair the Services or our network or for other operational reasons. We will try, but cannot guarantee, to keep you informed and to keep interruptions to a minimum.

4.6. We cannot guarantee that the Services will be uninterrupted or error free. If a fault occurs, you should report it using the details set out on our Website and we will try to rectify the fault. In most circumstances this will be unnecessary as we monitor the network.

4.7. If you move address within the MyFi coverage area and request it, we will try to relocate your equipment to allow you to continue to receive your subscribed Services. We may be unable to provide this, or there may be a charge for such relocation. If such relocation is impossible and you are still within your Agreement term, you may still be required to make any appropriate payments, even if you are not receiving the Services. If we are unable to provide the Services at your new location, with our prior written consent, you may assign the Agreement to the new occupier of the premises you are vacating. We will not unreasonably withhold our consent under this paragraph.

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

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

4.10. We do not monitor the Services. However, we reserve the right to do so and to review the contents of any communication sent or received using the Services and to review the contents of any material accessed whilst using the Services. We reserve the right at all times to disclose any information or material we deem necessary in connection with any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or material, in whole or in part, as required by law.

5. What we expect of you

5.1. You agree that you and other people using the Services via your account will use the Services in accordance with the Terms and Conditions and Service Level Agreement, and without limitation you agree that:

5.1.1. Except as permitted by paragraph 4.7 or unless expressly provided for under a formal contract arrangement with us, you may not resell, transfer, assign or sub-license them or any part of them to any other person and/or for use at any other premises than those defined within the Grant application and/or for which Fees are being paid. Instances where this occurs will result in immediate termination by us.

5.1.2. You must ensure that you have computer equipment of an appropriate specification and configuration to receive the Services.

5.1.3. You must ensure that any machines or personal computers used by you to access the Services do not have an adverse effect on our systems, those of our suppliers or on network traffic generally. You must use the Services in a manner consistent with all applicable laws and regulations which may apply to your use of the Services.

5.1.4. You must ensure that any computers, systems or networks that utilise the Services are configured in such a way that does not give a third party the capability to use the Services in an illegal or inappropriate manner. You should, amongst other things, run a firewall and up to date anti-virus software and ensure that your operating system is kept fully up to date with the latest security patches.

5.1.5. You must not use the Services in any way that would, in our reasonable opinion, materially affect the use of or access to the internet of any other person. This includes, but is not limited to, "denial of service" ("DOS") and "distributed denial of service" ("DDOS") attacks against another network or individual user. DOS and DDOS attacks will result in immediate termination of the Services.

5.1.6. Any attempt, whether successful or not, to gain access to or retrieve data from any computer system without authorisation from its maintainer or owner will lead to immediate termination of the Services and possibly to prosecution. This applies to, amongst other things, vulnerability probes and intentional distribution of "Trojan horse" programs, viruses and worms, as well as making use of systems compromised by third parties.

5.1.7. Use of the Services to transmit any unsolicited commercial or unsolicited bulk email ("Spam") is expressly prohibited. We have a zero tolerance policy for Spam. The sending of Spam will result in immediate termination of the Services.

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

5.1.9. Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information will result in termination of the Services.

5.1.10 You agree to sign any agreement reasonably required by the owner of the copyright in any software which we provide to you to enable you to use the Services. Unless permitted by law, you must not modify or copy such software or any accompanying manuals and documentation or use it for any purpose other than to access the Services.

5.1.11. Our Staff have your permission on reasonable notice to carry out any works on the Premises for, or in connection with, the installation, maintenance, adjustment, repair or alteration of the Services.

5.1.12. You will obtain all necessary consents (including consents for alterations to buildings (if applicable)), provide any electricity and connection points required by us or by any of our Staff and provide a suitable, safe and appropriate working environment where our Staff need to carry out any work set out in paragraph 5.1.11 above.

5.2. Unless a specific order expressly states otherwise, all equipment that is required to provide the broadband signal to your computer network or router will remain the ownership of MyFi. We can supply you with a suitable replacement router at cost. You should take reasonable care of the equipment and use it in accordance with any instructions, safety and security procedures applicable to the equipment. You must not remove any of MyFi's equipment and you should inform MyFi if you become aware of any circumstances that put the equipment at risk.

5.3 You must not use the Services:

5.3.1. in any way that does not comply with any licences applicable to you or is unlawful or fraudulent or has any unlawful purpose or effect.

or

5.3.2. in connection with the carrying out of a fraud or criminal offence.

or

5.3.3. to disseminate or otherwise distribute, knowingly receive, upload, download, use or re-use any information or material which is inappropriate, any copyright, privacy or any other rights.

or

5.3.4. in any way which infringes any third party's intellectual property rights.

or

5.3.5. in a way that does not comply with these Terms and Conditions and Service Level Agreement.

5.4 You will be responsible for any losses, expenses or other costs incurred by us that are caused by your breach of paragraphs 5.1, 5.2 and/or 5.3.

5.5 On all service subscriptions we operate a "fair usage" policy. Within this policy your connection can be used by you in any way that you see fit and is compliant with appropriate legislation. We do not impose download limits, although in extraordinary circumstances where download volumes are, in our opinion, excessive in comparison to the average use of the network we may speak to you about your usage with a view to establishing the best course of action.

6. Payment

6.1. You agree to pay us the applicable Fees for the Services to which you subscribe. Such Fees are as set out on the Website or as otherwise notified by us to you. We reserve the right to change the Fees at any time on giving you not less than 28 days' notice. The amended Fees will apply on expiry of this 28 day period. We will not increase the Fees more than once in every 12 calendar months.

6.2. Once we have received your Grant Application Form and Services have commenced, all necessary documentation should be completed to allow this Fees payment to be made immediately the Services have been installed and Commenced.

6.3. We will accept payment for the monthly Fees by direct debit. You will receive an email from MyFi requesting that you link to the GoCardless secure site and enter the required details. If the Direct Debit has not been set up within seven days of receiving the Welcome Pack and Service has Commenced, MyFi will contact you to see what the problem is.

If it cannot be resolved we reserve the right to terminate the service. These transactions are fully covered by the Direct Debit Guarantee and are administered by GoCardless Ltd 22-25 Finsbury Square London EC2A 1DX.

6.4. We will bill you each month in advance for the Services starting on the Commencement Date for the applicable Fees, (excepting only the 12 months Fees free period applicable to successful Grant applicants).

6.5. If any amount owing under the Agreement is overdue at any time we will notify you in writing. If any amount remains overdue for more than 7 days after the date on which we notify you that an amount is overdue, then we reserve the right to suspend and/or terminate the provision of the Services.

6.6. If we suffer any charges from our bank in respect of non-payment by you, we reserve the right to pass these charges on to you. We will notify you if we incur such charges as a result of your non-payment and let you have a breakdown of these.

6.7. You may be required to pay a re-connection charge if you wish to be re-connected following a suspension of the Services in accordance with paragraph 6.5.

6.8. Moving the equipment installed at the Premises cannot be conducted by anyone other than our Staff. A charge may be made if this is at your request.

6.9. If you require a name change on your account we will conduct this change without charge, unless there is a good reason why this should not be the case.

7. Security and confidentiality

7.1. In order to enable you to use the Services, we will provide you with Security Details. You will be responsible for maintaining the confidentiality and security of the Security Details.

7.2. You will immediately notify us if any of the Security Details:

7.2.1 have been disclosed to an unauthorised person or are or may be used in an unauthorised way (or if you suspect or have reason to suspect that this may occur or have occurred)

and/or

7.2.2 have been lost or stolen.

7.3. We may suspend the Services if at any time we think that there is, or is likely to be, a breach of your Security Details and require you to change any password.

7.4. You will be responsible for all actions undertaken by anyone else using any of your Security Details unless you have given notice to us at the first possible opportunity upon becoming aware of the events listed in paragraph 7.2 above as the case may be. We may suspend the Services and you will fully indemnify us from all losses resulting from such actions.

7.5. You accept that we cannot guarantee the security of the Services and we do not guarantee the prevention or detection of any unauthorised attempts to access the Services.

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

8. Personal data

8.1. We will comply with our obligations under the Data Protection Act 1998 the General Data Protection Regulations (GDPR) and any other applicable data protection legislation.

8.2 By registering for the Services you consent to our using your personal data for the following purposes:

8.2.1 the provision of the Services to you.

8.2.2 the management of our network and other technical maintenance.

8.2.3 the operation and enforcement of these Terms and Conditions and Service Level Agreement.

8.2.4 the maintenance of records for a reasonable period of time following termination of the Agreement.

8.2.5 the provision to you of information about other services we may offer unless you advise us that you do not wish to receive such information.

8.3. It is your responsibility to keep the personal data which you provide to us up to date. We may send notices or other information to you at the address you have provided to us. You should notify us immediately of any change to your personal data.

8.4 We will disclose personal data to comply with all applicable laws and lawful requests by the appropriate authorities.

8.5 Third party sites that you can access from our website are not covered by our privacy policy and we accept no responsibility or liability for use of personal data by operators of these sites.

9. What we are liable for

9.1 Nothing in the Agreement shall restrict or exclude our liability for fraud, death or personal injury caused by defects in the Services or our negligence or that of our Staff acting within the course of their work on our behalf and within the scope of their authority.

9.2 We will not be liable in contract, tort (including negligence) or otherwise for any damages for any direct or indirect loss of profits, business or anticipated savings, nor for any indirect or consequential loss nor for any damage or destruction of data however arising from the use of, or inability to use, the Services, or from any action or omission taken as a result of using the Services.

9.3 Subject to paragraphs 9.1 and 9.2 our aggregate liability to you in contract, tort (including negligence) or otherwise and arising out of, or in connection with, this Agreement and/or the provision of the Services shall be limited to £1.

9.4 The information on the Website is updated from time to time. However, so far as permitted by law we exclude all responsibility as to the quality, accuracy, efficacy, completeness, performance and fitness for a particular purpose of the Services or any of the contents of the Website.

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

9.6 We will not be liable to you for any breach of any of our obligations under these Terms and Conditions and Service Level Agreement or the Privacy Policy where the breach is caused by an event that is outside of our control including, but not limited to, acts of God, insurrection or civil disorder, war or military operations, national or local emergency, acts or omissions of local or central government, highway authority or other competent authority, industrial disputes of any kind (whether including us or not), fire, lightning, explosion, flood, subsidence, inclement weather, unavailability of third party telecommunications networks or any other cause beyond our reasonable control.

10. Termination and suspension

10.1. After the Commencement Date this Agreement may be terminated in accordance with the terms set out in this Agreement. After the Commencement Date the cancellation provisions of the Consumer Protection (Distance Selling) Regulations 2000 ("the Distance Selling Regulations") will no longer apply to the Services.

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

10.2.1 we are directed by any legal entity to cease the provision of the Services or any part of them.

or

10.2.2 you are in breach of any of the Terms and Conditions and Service Level Agreement.

10.3 Unless otherwise specified in this Agreement, either you or we may terminate this Agreement on giving not less than 30 days notice to the other, such notice not to expire before the end of the first 24 months period of receiving the Services

10.4 On termination of the Agreement you agree to cease using the Services immediately and to pay any monies which remain outstanding. On termination your right to use the Services ceases immediately. We will collect all equipment and you agree to co-operate with us in connection with the same.

11. General

11.1 All intellectual property rights in or relating to the Services belong to us, or have been licensed to us. You are only permitted to use these intellectual property rights as provided in these Terms and Conditions and Service Level Agreement and in order to receive the Services. You agree not to use our name, logo, trade mark or any other intellectual property rights without our prior written consent.

11.2 We may change the Terms and Conditions and Service Level Agreement at any time by written notice, email or via our Website; www.myfi.wales prior to the change becoming effective. You will be deemed to have accepted any such changes by your continued use of the Services. Changes to Fees are covered by paragraph 6.1 of the Terms and Conditions and Service Level Agreement.

11.3 We may assign, sub-contract or otherwise deal with our rights or obligations under this Agreement without giving you any notice beforehand. You may not assign, sub-contract, sell or otherwise transfer your rights or obligations under this Agreement without our express written consent.

11.4 Any notice or communication required to be sent pursuant under the Terms and Conditions and Service Level Agreement should be sent to us at Michaelston Y Fedw Internet CIC, Cefn Fawr Farm, Cardiff CF3 6LP.

11.5 No waiver by us of any breach of the Terms and Conditions and Service Level Agreement will be considered as a waiver of any subsequent breach of the same or any other provision.

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

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

11.8. The Agreement will be governed and construed in accordance with the laws of England and Wales and you agree to irrevocably submit to the exclusive jurisdiction of the English and Welsh Courts.

11.9 This Agreement and the Privacy Policy on MyFi's Website sets out the entire agreement between us relating to the provision of the Services to you and supersedes any and all previous agreements and understandings between us in respect of such provision.