

BROADBAND SERVICE AGREEMENT

By having our broadband service installed and activated at your premises you are agreeing to the information below in full and without limitation.

Between Pembrokeshire PC Ltd and Customer

This Broadband Service Agreement ("Agreement") is entered into by and between:

Provider: Pembrokeshire PC Ltd

Registered Office: 20-22 Wenlock Road, London N1 7GU

Company Registration Number: 12391933

(Hereinafter referred to as "Provider", "we", "us", or "our")

Customer: The person or party as named on any invoice or receipt relating to the service provided.

(Hereinafter referred to as "Customer", "you", or "your")

1. Service Description

The Provider agrees to supply the Customer with broadband internet access at the installation address stated in the order form. The service includes unlimited data usage, subject to a Fair Usage Policy.

2. Fair Usage Policy

- a) Although the service is advertised as "unlimited", to ensure quality and reliability for all users, a monthly data threshold of 1TB applies. This threshold may differ where the service is provisioned on certain networks including BT/EE and Vodafone where the data threshold for the purpose of this clause is 600GB.
- b) Repeated or continuous usage above this threshold may be deemed excessive and could lead to traffic management measures including speed restrictions, temporary suspension, or ultimately service termination.
- c) The Provider will attempt to notify the Customer before applying any restriction, but reserves the right to do so without notice if deemed necessary to maintain service quality for all customers.

3. Acceptable Use

The Customer agrees **not to**:

- a) Use the broadband service to access, stream, distribute, or store content that violates local or international laws, including but not limited to copyrighted, indecent, obscene, or pirated materials.
- b) Use illegal streaming devices, unauthorized IPTV services, or unlicensed software that facilitate access to copyrighted or unlawful content.
- c) Share or resell the broadband connection outside the Customer's residential premises, including to holiday lets, neighbouring properties, other households, or commercial operations, without prior written consent from the Provider.
- d) Access the broadband service or any part of our network via any means other than the access point provided at installation. Access to the network directly via external antennas or external infrastructure by any

means other than the provided access point as installed is strictly prohibited. This restriction includes access to the network via privately transmitted but publicly visible SSID owned and/or operated by us as well as publicly visible networks broadcasting from neighbouring properties having been provisioned by us.

The Customer **can**:

Use their broadband service for general day-to-day internet usage that is legal and within age restrictions, such as browsing, streaming, shopping, and communicating online. It also permits occasional working from home, provided that such usage does not breach any other provisions of this Agreement.

We reserve the right to restrict access across our network to certain websites or online portals which we deem may cause harm or interruption to the network. Such restrictions may be put in place at any time. If the service was previously accessible and is subsequently blocked by us then no future access is necessarily implied or given. Any restrictions of this nature are in place for the protection of our equipment and infrastructure.

We shall not be held responsible for any threat, damage, theft or anything of a malicious nature via the broadband connection and you and/or any user of your broadband connection should have in place any and all suitable firewalls, malware protection, spyware protection and other anti-malicious programs prior to use of the service.

Your online safety is your responsibility and children and vulnerable persons using your broadband connection should be closely monitored for safe use of the internet. There are many online information websites which can help you and others stay safe online including <https://saferinternet.org.uk/>.

4. Equipment and Bandwidth Limitations

The performance of your broadband connection depends on several factors, including the number of connected devices and active users in the household. The more users and devices accessing the service simultaneously, the more the available bandwidth is shared, which can result in slower speeds or reduced performance for each individual device.

This happens because your internet connection has a fixed capacity based on the installed equipment and network infrastructure. As demand increases (e.g., multiple people streaming, gaming, or downloading at the same time), your connection must divide its bandwidth between all those activities. This is a normal characteristic of shared broadband services.

We encourage customers to manage their household usage accordingly and consider scheduling heavy-use activities at different times to help ensure a stable experience for everyone who connects to your broadband service.

Please also note that speed test results can vary significantly depending on how the test is performed. Results may be affected by factors such as whether the device is connected via Wi-Fi or Ethernet, the time of day, background applications running, or the specific test server used. As such, occasional fluctuations or seemingly low readings may not accurately reflect the actual performance of the broadband service being delivered to your premises.

To help ensure more accurate results, we recommend:

- Using a wired (Ethernet) connection whenever possible when testing.
- Closing all other applications and devices on the network before performing the test.
- Using reputable and consistent speed testing platforms such as [Speedtest by Ookla](#).

5. Monitoring and Legal Compliance

- a) The Customer is solely responsible for all content accessed, uploaded, or transmitted using the broadband service.
- b) The Provider may, without prior notice, monitor, log, and retain records of network usage where it has reasonable suspicion that unlawful or abusive behaviour is taking place.
- c) Monitoring shall be conducted solely for legal, regulatory, or service integrity purposes, in line with applicable data protection legislation and the Provider's Privacy Policy.

6. Privacy Policy

The Customer is referred to the Provider's full Privacy Policy, available at:
<https://www.pembrokeshirepc.co.uk/privacy-policy>

7. Term and Termination

- a) This Agreement will commence on the date the service is activated and will remain in effect until terminated by either party in accordance with applicable terms and conditions.
- b) The Provider reserves the right to terminate or suspend the service if the Customer breaches any material term of this Agreement, including repeated breaches of the Fair Usage Policy or Acceptable Use terms and failure to provide payment for service on the due day.
- c) Payment for service is for the agreed price and will be charged on or around the same day of each month for the duration of service. Failure to make payment when requested by our banking service may result in the immediate suspension of service until the outstanding amount is settled. The outstanding amount is the due payment plus any subsequent due payment.
- d) In the event that no payment is received and no satisfactory communication is received and the outstanding amount is not settled then we reserve the right to seek the recovery of any owed amounts plus administration costs plus legal costs incurred by pursuit. This may result in court proceedings and all associated costs will be pursued as part of the claim.

Struggling financially? You can get help via <https://nationaldebtline.org/>.

To terminate your agreement with us you must:

- a) Request termination of service by email to support@ppc.wales. Termination can only be considered where the duration of the agreement has lapsed and any outstanding balance is settled in full. In which case the service will be terminated at the end of the 30 days of service commencing from the day the last payment was received.
- b) If the duration of agreement has not lapsed then the service can be terminated by settling the sum of the remaining months of service in full. An invoice can be generated for the remaining balance on request by emailing details to support@ppc.wales.

8. Liability

- a) The Provider accepts no liability for loss or damage arising from service outages or performance degradation, except as required by applicable law.
- b) The Provider shall not be liable for any illegal or unauthorized use of the internet connection by the Customer or third parties.
- c) In the event of the failure (closure, liquidation, insolvency or by other means) of the provisioning company then the service is likely to cease operation with immediate effect and the provisioning company is no longer

liable for service. Any account holder with an outstanding balance shall still be required to clear the balance owed in due course.

9. Governing Law

This Agreement shall be governed and construed in accordance with the laws of England and Wales.

10. Installation and Equipment

- a) The Provider will install broadband access equipment at the Customer's premises, including (where applicable) routers, antennas, and receivers, as required for service delivery.
- b) All installed equipment becomes the property of the Customer once all installation and setup costs have been fully paid.
- c) The installed equipment is covered by a 12-month guarantee from the date of installation. This guarantee covers faults arising from normal usage and manufacturing defects.
- d) The guarantee does not cover accidental, negligent, or deliberate damage, including but not limited to misuse, water damage, physical impact, or unauthorized modification.
- e) After the 12-month guarantee period, any damage, failure, or loss of equipment will require the Customer to pay a replacement fee, which includes:
 - The cost of the equipment, and
 - The labour and service charges associated with reinstallation or replacement.
- f) The Customer agrees to maintain and care for all equipment in a proper manner and ensure it is used in accordance with the instructions provided.
- g) Any external equipment, including antennas or dishes mounted outdoors, must not be moved, tampered with, or relocated without the express written permission of the Provider. Unauthorized interference may result in service disruption and voiding of any applicable warranty or support services.

11. Service Interruptions

- a) The Provider shall not be held liable for any service interruption, slowdown, or degradation caused by:
 - Equipment failure originating from Pembrokeshire PC Ltd;
 - Failures of third-party infrastructure or services;
 - Maintenance works, whether planned or emergency in nature.
- b) No compensation will be payable for any unforeseen or temporary service outages affecting your service which do not meet the criteria in this clause.
- c) If a service interruption or significant degradation continues for more than 7 full days from the time it is reported via email by the Customer, the Customer may request compensation.
- d) Any such compensation will be strictly limited to the pro-rata value of the service fee paid for the period during which the service was unusable or significantly impaired.
- e) The Provider will consider each compensation request on a case-by-case basis.

f) Notwithstanding the above, we will always do our best to restore service as quickly as possible, and we will make reasonable efforts to update the service status on our website to keep customers informed about known issues and progress.

12. Service Commitment

We aim to provide you with the best possible service we can, in line with what was agreed in your installation invoice and as governed by the terms outlined in this Agreement. While no service can be perfect, we are committed to ensuring the highest quality and responsiveness within the scope of what has been installed and agreed. Your satisfaction and trust are important to us, and we will always strive to meet or exceed expectations wherever reasonably possible.

The contents of this document may be updated from time to time without prior notice. Any revision(s) will be made available to you via our website at www.pembrokeshirepc.co.uk/broadband-documents.

Where a signed version is required or requested, please use the space below:

For Pembrokeshire PC Ltd:

Name: _____

Position: _____

Signature: _____

Date: _____

For the Customer:

Name: _____

Signature: _____

Date: _____