



Information for Moorsweb Internet Subscribers and summarised Terms & Conditions

This document provides a plain English summary of:

- The Internet service
- The summarised terms and conditions for the supply of Moorsweb internet services
- Your use of these services and acceptable use.

This document and the documents containing the full details of the terms and conditions, the acceptable use policy, the pricing policy and the definitions, forms the contract between Moorsweb and yourself for the supply and purchase of the internet service.

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

Background to the service

Moors Web Link is a broadband internet Community Area Network (CAN) project. It is organised by a committee who are elected by an annual public meeting (AGM), and governed by a formal constitution. Moors Web Link's objective is to provide a broadband internet service to subscribers in Bransdale, Rosedale, Farndale, Rudland, Harland, Gillamoor and Fadmoor and surrounding areas. Yorkshire Forward (YF) and North Yorkshire County Council (NYCC) via NYnet have funded set-up of the CAN in years gone by for which we are extremely grateful, but it is now a self-funding community network.

You may contact any of the committee as your local representatives, but most routine communications should be sent to Signa Technologies, email info@moorsweb.co.uk and tel 01423 900433. In 2009 the CAN was extended to Beadlam Rigg, again kindly funded by a grant from Yorkshire Forward. Further extensions have been achieved since then. Consideration will be given to extending it further should requests be received, and an extension to Hutton-le-hole is underway in 2016.

Moors Web Link has appointed Signa Technologies Ltd to operate the Moorsweb network. Moorsweb has subcontracted additional parties to assist with necessary expertise. The appointment is reviewable annually at the AGM of Moors Web Link.



Essence of the Broadband Internet service

Moorsweb provides a broadband internet service connected to the public Internet via optical fibre, and distributed to members via a community based wireless network. From 2015 onwards, Moorsweb has been capable of supplying a super-fast broadband internet service of 30mbps to its subscribers where required.

Moorsweb provides 3 tiers of service. In order to ensure fair usage and that subscribers get the service they pay for, we apply monthly data download limits to our lower service levels. Exceeding these limits either incurs an £8 charge per 50GB, or part thereof, in excess of your service level limit or obligates you to upgrade to the next service level.

Basic Package

Speed 10Mb/s.
Monthly data allowance 50GB.
Monthly subscription £20.40.

Enhanced Package

Speed 20Mb/s.
Monthly data allowance 150GB.
Monthly subscription £28.20.

Premium Package

Speed 30Mb/s.
Monthly data allowance 450GB
Monthly subscription £39.60.

Subscribers will normally perceive the level of service as defined but it must be noted that at times of heavy usage, performance may deteriorate like any other network.

Subscribers have unlimited access time to the internet. The amount of data transferrable by subscribers is subject to excess usage charges if it exceeds the service level data allowance. The premium 30Mbps service has a data limit of 450GB. The amount of data is also 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 and video are all examples of normal acceptable use. The substantial



growth in the amount of data transmitted over the network from 2009 onwards has become a serious concern and the data allowance policies have been developed to manage this issue.

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 Internet service to access their email using their existing arrangements via other ISP's web mail services or via various commercially available email applications such as Microsoft Outlook, Eudora, and Thunderbird etc.

Moorsweb no longer provides free new Moorsweb email addresses such as xxxx@moorsweb.co.uk

Telephone services using Voice over Internet Protocol (VOIP) run over the Moorsweb Broadband service, BUT subscribers must note that latency issues may occasionally 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.

Subscribers may use other high data rate services such as video streaming of various forms including downloading films and catch up TV. Please note that these use large amounts of data and may cause subscribers to exceed their service level data allowance.

Helpdesk & Technical Support

Moorsweb provides a technical support and helpdesk service. This has now been taken back in-house so as to provide a better level of support, as well as helping the Signa team get to know our customers better.

Details of our helpdesk service are below:

Contact details for Technical Support

The Moorsweb helpdesk may be contacted by telephone on **01423 900 433**

Office Hours are: Monday to Friday daytime: 9am to 5pm

There is also an **Out Of Hours** (OOH) service available 7 days a week.



If you call the helpdesk number and leave a message with your name, contact number and brief description of your problem, this will then be emailed to the on-call engineer. They will check the system for any problems as well as your connection, then will contact you directly to rectify your problems and get you back online as soon as possible.

Most issues can be solved remotely by our engineers and usually involve either a restart of your router or an update of the router's software. If however we find there is a problem with the external equipment or the network, this may require a visit and will be scheduled in as soon as a feasibly possible

Alternatively if you have an internet connection, you can enquire by email to techsupport@moorsweb.co.uk at anytime although responses will be during working hours.

Exclusions

If you don't know what this paragraph means, you don't need to worry about it as you won't be someone who will try to do these things. It will not affect most subscribers.

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

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 and downloading, "typical" video downloading and uploading of music and video from/to legal sources.

The vast majority of Moorsweb subscribers will be "acceptable users" and we hope there will be no unacceptable use. Again, if you are concerned about any aspect of this policy please email or call us.

Examples of unacceptable use are:

- peer-to-peer downloading and file sharing
- one subscriber utilising more than 10% of total available Moorsweb bandwidth continuously unless this is occurring only outside peak usage hours
- one subscriber transferring more than 10% of total network data unless this is occurring only outside peak usage hours



- spamming
- anything illegal
- any infringement of copyright

Moorsweb has introduced data caps and 3 tiers of service level to help address growth in data traffic. Further actions may be approved by the Moors Web Link committee and 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 if they are found to be infringing this policy.

The Moors Web Link 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 unusual circumstances.

Examples of unusual circumstances include long distances from one of our Moorsweb transmitters, very difficult installations on some unique properties, particular requirements of some property holders such as visual or other aesthetic preferences, the need for chimney or other special mounting brackets, or extended internal wifi.

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.

A standard combined package including a standard connection with wifi when installed at the same time is available for £200 including VAT.

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 (Ethernet 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 subscriber 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 subscriber'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 as part of the installation.



The subscriber will be asked to complete a Direct Debit (DD) instruction BEFORE installation although NO DD payment will be requested until after the installation is completed. See DD payment section.

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, its committee members, ordinary members, contractors 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).

For existing subscribers who move to a new property where Moorsweb has already been installed, there is simply a £50 admin & reconnection fee. This also applies to new subscribers who move to a new property where Moorsweb has already been installed.

Payment for Internet Service

Payment by Direct Debit (DD) is a requirement of Moorsweb membership because it aids us in keeping our operating overheads down and therefore the costs to subscribers. Any deviation from this requirement must be individually negotiated and agreed in writing. Setting up a new DD will usually be done by the subscriber on-line (difficult without access to an existing internet connection but one is usually available somewhere at a friend's or at work). Alternatively if necessary, a DD may be set up with a traditional paper form. In special circumstances, a manual payment service may be available at an additional fee of £10 per month +VAT.

The subscriber will be asked to complete a Direct Debit (DD) instruction BEFORE installation although NO DD payment will be requested until after the installation is completed.



Physical Equipment Installation

Moors Web Link and Moorsweb have created a physical network of wireless equipment and necessary ancillaries to provide the internet service. Subscribers 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 and 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 an internet service at lowest cost for subscribers. Moorsweb applies this policy. Such sustainability was also one of the funding requirements of Yorkshire Forward, NYCC, NYnet and RDC. This in essence means that the monthly subscriptions received from the subscribers must cover the operating costs of the network. The main operating cost is rental of a monthly internet backhaul service to the public internet. Other main costs are helpdesk, network support, and local support, followed by administration and governance costs. The subscription also makes a monthly contribution to an accrual fund which Moorsweb uses to pay for network upgrades.

The Moors Web Link committee oversee the financial operation of the network and determine the subscription levels in conjunction with Moorsweb. The subscriptions are kept under regular review not least because of the increasing costs of ever larger data consumption.

Subscriptions, including excess use charges, are collected monthly by Moorsweb by direct debit and are subject to conventional legal safeguards for consumers and UK banking codes of practice, including the UK Direct Debit guarantee scheme. The Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits. For further information refer to <https://www.directdebit.co.uk/DirectDebitExplained/Pages/DirectDebitGuarantee.aspx>

Termination

Moorsweb has no minimum term. A connection fee is charged to cover set up costs and then Moorsweb focuses on providing a quality service such that subscribers are not inclined to leave.

If subscribers do wish to terminate their internet service or leave for whatever reason, subscriptions may be cancelled with just one months notice. Please just email or phone Moorsweb. Contact details are given near the beginning of this document and on the Moorsweb website.



Equally, the Moors Web Link committee and Moorsweb reserve the right to terminate your internet service by providing 1 months notice of termination of service by either written letter or by email. Proof of sending is sufficient. Failure of your email service to provide your email by any means is your responsibility, not Moorsweb's responsibility, and does not affect this termination period.

Customer Service and Customer's Rights

Moorsweb undertakes to supply, install and commission the internet 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 internet network.

However it must be understood that this is a community internet network provided on a "best efforts" basis and NOT a purely commercial service such as that provided by Openreach, TalkTalk, BT, AOL, Virgin, Sky, EE, O2, Vodafone, Plusnet and many other Internet Service Providers (ISPs). Secondly it must be noted that this is a combined fibre and Wireless internet network not a telephone line or satellite based service. Moorsweb is a Wireless ISP (WISP).

One crucial point relating to the fact that Moorsweb is NOT a commercial service, is that **Moorsweb cannot provide a guaranteed service level.** This is because 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 this service by hosting equipment on their properties, and permitting us access to their properties when needed for maintenance and repair. The service is not-for-profit. It is run at cost. The costs include the helpdesk, the backhaul rentals and paying someone on a part time basis to run it and support it. **Therefore the service is provided on a best efforts basis and the monthly subscription is due as usual whether we have a perfect service or downtime.** Moorsweb does recognise that network downtime can be 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, its committee members, ordinary members, operator, contractors 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 for the reasons described above. 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 subscriptions 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 an internet service.

If the helpdesk have been unable to resolve your issue, or you have any concerns about the provision of your service, please call Moorsweb on (01423) 900433 or email info@moorsweb.co.uk

If you wish to discuss your concerns with anyone else, please call or email your local Moors Web Link committee representative. The committee is elected at each AGM and at last update of this document, your elected committee representatives were:

Bernard Glass	01751 417637 (chair)
John Sugden	01751 417794 (treasurer)
John Castle	01751 433256 (secretary)
Fred Collin	01439 770518
Kevin Kimber	01751 432938
Mark Little	01751 430885
Barry Sunley	01751 430323

If you wish to become a committee member, please come along to the AGM or speak to one of the existing committee. New volunteers are always welcome.

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.

Finally, if you still have an unresolved complaint, Moorsweb complies with OFCOM requirements and is registered with CISAS dispute resolution scheme. If a Moorsweb member has a complaint which has not been resolved either via the helpdesk as described at the beginning of this document, or via Moorsweb's complaint handling process as described on the Moorsweb website, including bringing it to the attention of a committee member or the chairman, then the Moorsweb member may take their complaint to the CISAS dispute resolution scheme free of charge.



Moorsweb Members may make a complaint to CISAS via their website

<https://www.cedr.com/cisas/> Details of what is covered, how to complain, and the process are all on this website.

Data Protection

With the new policy under the Data Protection Act and the latest GDPR requirements, please view our Privacy Policy for full details of how we handle your data and your rights to access and amended this information.

<http://signa-uk.com/moorsweb/about/privacy-policy/>

