



# Customer Terms and Conditions

24<sup>th</sup> May 2018

These terms apply to all broadband service supplied by Leisure Park Internet Solutions (LPIS).

Some sections may only apply to specific LPIS services or products.

Usage of any LPIS service will confirm acceptance of these terms.

## 1 - SERVICE

1.1 By using this internet service, you hereby expressly acknowledge and agree that there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the internet, whether the connection is facilitated through wired or wireless technology. Security issues include, without limitation, interception of transmissions, loss of data, and the introduction of viruses and other programs that can corrupt or damage your computer.

1.2 Accordingly, you agree that LPIS and/or the provider of this network is NOT liable for any interception or transmissions, computer worms or viruses, loss of data, file corruption, hacking or damage to your computer or other devices that result from the transmission or download of information or materials through the internet service provided.

1.3 Use of the LPIS network is subject to the general restrictions outlined below. If abnormal, illegal, or unauthorised behaviour is detected, including heavy consumption of bandwidth, LPIS reserves the right to permanently disconnect the offending device from the LPIS network.

1.4 This service is provided "as is". LPIS are committed to providing a service for all customers, however there is no guaranteed signal level or speed requirement. All services are delivered with an "up to" speed. Depending on network traffic and the customer's location, the exact speeds received by the customer may vary

1.5 LPIS may share customer data with carefully selected third party companies solely to enable the company to provide the WiFi service. This data may include (but it not limited to), name, address, email address and purchase information. For further information please see our privacy policy at [www.lpis-uk.com/ext/privacy.pdf](http://www.lpis-uk.com/ext/privacy.pdf)

1.6 LPIS is not responsible for any power outages that occur on site which may have an impact on the delivery of the internet service, but will work with the Park owner to ensure that the service is restored as soon as practicable.

1.7 LPIS is not responsible for loss of service from circumstances that are beyond its control, or considered to be "Act of God".

## 2 - EXAMPLES OF ILLEGAL USES

2.1 The following are representative examples only and do not comprise a comprehensive list of illegal uses:

2.1.1 Spamming and invasion of privacy - Sending of unsolicited bulk and/or commercial messages over the Internet using the Service or using the Service for activities that invade another's privacy.

2.1.2 Intellectual property right violations - Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including patents, copyrights, trademarks, service marks, trade secrets, or any other proprietary right of any third party.

2.1.3 Accessing illegally or without authorisation computers, accounts, equipment or networks belonging to another party, or attempting to penetrate/circumvent security measures of another system. This includes any activity that may be used as a precursor to an attempted system penetration, including, but not limited to, port scans, stealth scans, or other information gathering activity.

2.1.4 The transfer of technology, software, or other materials in violation of applicable export laws and regulations.

2.1.5 Export Control Violations

2.1.6 Using the Service in violation of applicable law and regulation, including, but not limited to, advertising, transmitting, or otherwise making available Ponzi schemes, pyramid schemes, fraudulently charging credit cards, pirating software, or making fraudulent offers to sell or buy products, items, or services.

2.1.7 Uttering threats;

2.1.8 Distribution of pornographic materials to minors;

2.1.9 Child pornography;

2.1.10 Any other criminal activity; and

2.1.11 Resale or distribution of LPIS services

### **3 - EXAMPLES OF UNACCEPTABLE USES**

3.1 The following are representative examples only and do not comprise a comprehensive list of unacceptable uses:

3.1.1 High bandwidth operations, such as large file transfers and media sharing with peer-to-peer programs (e.g. Torrents);

3.1.2 Obscene or indecent speech or materials;

3.1.3 Defamatory or abusive language;

3.1.4 Using the Service to transmit, post, upload, or otherwise making available defamatory, harassing, abusive, or threatening material or language that encourages bodily harm, destruction of property or harasses another;

3.1.5 Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message;

3.1.6 Facilitating a Violation of these Terms of Use;

3.1.7 Hacking;

3.1.8 Distribution of Internet viruses, Trojan horses, or other destructive activities;

3.1.9 Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail-bombing, or denial of service attacks. Also, activities that disrupt the use of or interfere with the ability of others to effectively use the node or any connected network, system, service, or equipment;

3.1.10 Advertising, transmitting, or otherwise making available any software product, product, or service that is designed to violate these Terms of Use, which includes the facilitation of the means to spam, initiation of ping, flooding, mail-bombing, denial of service attacks, and piracy of software;

3.1.11 The sale, transfer, or rental of the Service to customers, clients or other third parties, either directly or as part of a service or product created for resale;

3.1.12 Seeking information on passwords or data belonging to another user;

3.1.13 Making unauthorised copies of proprietary software, or offering unauthorised copies of proprietary software to others; and

3.1.14 Intercepting or examining the content of messages, files or communications in transit on a data network.

#### **4 - DATA LIMITS AND FAIR USAGE POLICY**

4.1 All hotspot products come with a pre-defined data limit as well as a time expiry. The product will be deemed “expired” when either the data or time limit has been reached. The data limit of each product is clearly stated during the registration process alongside the corresponding time limit.

4.2 Direct to Van services do not have a fixed data usage limit but are subject to our “fair usage policy”. This is to ensure that one customer does not negatively affect the connection for other customers. Heavy usage will be generally defined as in excess of 250GB per month, however this may vary between locations at the discretion of LPIS.

4.3 Customers who regularly transfer excessive amounts of data may have their connection restricted. LPIS can reduce the connection speed of high data users, or temporarily disconnect their device from accessing the network.

4.4 Customers on 20/30mbps services will be subject to traffic shaping policies which may restrict the download speed of the connection during periods of sustained heavy usage

#### **5 - PRICING**

5.1 LPIS retains the right to increase the cost of its service to customers annually on 1st February each year as follows;

5.1.1 For customers who have made one-off up-front payment(s) on expiry of their current live service period

5.1.2 and for customers paying by regular recurring monthly payment from 1<sup>st</sup> February, or as soon as it is practicable for LPIS to implement.

5.2 Payment must be made using one of the approved payment methods.

5.2.1 For Direct to Van services this includes Visa, Mastercard and Maestro for phone payments. From 1<sup>st</sup> June 2018 all payments for Direct to Van services provided directly by LPIS must be made by Direct Debit via GoCardless. Debit and credit card transactions will not be accepted after this date.

This excludes locations where the service is paid to the caravan park not LPIS. At those locations debit and credit cards will still be accepted.

5.2.2 Online payments for hotspot networks support PayPal account and any debit or credit card accepted by PayPal. Payment must be made online using the LPIS login portal.

5.3 All DTV services are paid for on an annual basis. This includes periods where the site may be closed or unavailable for customer use.

## **6 - DIRECT TO VAN INSTALLATION PROCESS**

6.1 Installation of any DTV service will typically take between 1 and 3 weeks. This will vary depending on the location of the caravan park.

6.2 Customers will be advised of their installation date once an appointment is available. This will usually happen after the order has been processed and not at the time of order.

6.3 The customer is responsible for arranging access to the caravan, either by being present for the installation or for allowing access using a key held by the site office. If an installation is not possible due to failure of the customer to provide access to the caravan as arranged, then LPIS may charge a missed appointment fee of £30.

6.4 Payment for installation and equipment for the service will be requested at time of registration. The service payment (either annual or monthly) will be requested on successful installation of the service.

## **7 - DIRECT TO VAN CUSTOMER PREMISES EQUIPMENT (CPE)**

7.1 The Direct to Van service will be delivered using an external wireless receiver and indoor router. The model and manufacturer of these items may change from time to time.

7.2 The customer is responsible for ensuring the equipment is safe from any damage that may affect its function or performance. The customer may be liable to cover the cost of any replacement equipment required in the event this has been damaged.

7.3 LPIS will replace any failed equipment free of charge for up to 36 months from date of installation. After this date there may be an additional charge if replacement equipment is required for any reason

7.4 Equipment purchased from LPIS is the property of the customer once payment has been received and installation completed.

7.5.1 If equipment is provided free of charge then LPIS retain ownership of this and it must be returned to at the end of the contract period or on cancellation of the service. The customer must return this to the address provided at the time of cancellation at their own expense. Alternatively, LPIS can collect the equipment from the customer's caravan on payment of the £50 collection fee.

7.5.2 Equipment returned to LPIS by the customer must be sent by a "tracked" service, either utilising Royal Mail, or alternatively a High Street courier service. LPIS will not accept responsibility for equipment "lost in transit" unless it has signed for receipt of that equipment.

7.5.3 If the returned equipment is found to be damaged or defective then the customer may be liable to cover the cost of the hardware.

## **8 - REFUND AND CANCELLATION POLICY – HOTSPOT ACCESS**

8.1 If you are unable to use the service due to a fault or network outage, then either a full or partial refund will be provided.

8.2 A full refund will be provided if there is a fault preventing the service from being used and there is little or no data usage on the account. If there has been a large amount of data downloaded or there is a delay reporting the fault then a partial refund may be provided

8.3 LPIS will not provide any refund for requests made 60 days or more from the date of purchase.

## **9 - REFUND AND CANCELLATION POLICY – DIRECT TO VAN SERVICES**

9.1 The customer can cancel at any time prior to the installation date and receive a full refund.

9.2 Within 14 days of the installation date the customer can cancel the service and return the equipment to LPIS at their expense. LPIS reserves the right to deduct installation costs from the refund up to a maximum of £35.

9.3 All DTV services are for a minimum period of either 12 or 24 months depending on your chosen product/package. Cancellation during the minimum contract period will incur a charge of either the lower value of:

1. The balance due for the remaining contract period
2. Fixed cancellation fee of £160

9.4 After the minimum term you may continue to pay either by monthly or annual payment. If paid annually then a pro-rata refund will be provided on cancellation, or if paid monthly then service will be terminated at the end of the current billing period.

9.5 Requests to cancel a service should be made in writing to [support@lpis-uk.com](mailto:support@lpis-uk.com)

9.6 Occasionally it may be necessary for LPIS to carry out maintenance or upgrade work on the park infrastructure or the equipment provided to you. Sometimes this may cause a temporary loss of service while the work is carried out. LPIS are unable to provide compensation for any outage lasting less than 48 hours. For longer outages this will be handled on a case-by-case basis.

## **10 - PAYMENT FOR SERVICES**

10.1 If the customer fails to make payment for the service then LPIS reserves the right to:

- I. Collect all monies outstanding;
- II. Disconnect the service;
- III. Recover the debt using an approved debt collection agency; and
- IV. Charge a re-connection fee.

10.2 LPIS will advise customers by email of upcoming payments no less than 3 days before the date due. Accordingly, any changes in customer e-mail or phone contact details should be advised to LPIS at the earliest opportunity through e-mail to [support@lpis-uk.com](mailto:support@lpis-uk.com).

10.3 All services will auto renew unless cancelled by the customer. If you do not wish to renew your service notification must be made in writing to [support@lpis-uk.com](mailto:support@lpis-uk.com) prior to the renewal date.

## **11 SUMMARY OF ADDITIONAL CHARGES**

LPIS reserve the right to charge the customer for services listed below. These can be taken from the payment method held on record.

<b>Service</b>	<b>Maximum Charge</b>
Reconnection of service following suspension	£20 including VAT
Relocation of equipment	£50 including VAT
Missed or cancelled appointment	£30 including VAT

## **12 - USE OF PERSONAL INFORMATION**

Use of personal information is governed by our privacy policy. This is available at [www.lpis-uk.com/ext/privacy.pdf](http://www.lpis-uk.com/ext/privacy.pdf)

12.1 LPIS will collect information for all customers using the network. This will include at least the customer's name, phone number and email address, site and pitch number.

12.2 This information is captured to assist LPIS in providing technical support, as well as to prevent unauthorised use of our networks.

12.3 LPIS will not sell or provide this information to any third party for marketing use. Information may be passed to UK Government or regulatory authorities, or UK police to assist with investigations into alleged or actual criminal activity on our networks.

12.4 By agreeing to these terms and conditions you agree that LPIS may hold your data in order to supply your service and meet it's legal obligations.

## **13 - COMMUNICATION WITH CUSTOMERS**

13.1 Customers can contact LPIS by email [support@lpis-uk.com](mailto:support@lpis-uk.com) or calling 01423 295001. Usual office hours are Monday to Saturday 9:30am to 5:30pm. Extended support hours may be provided during peak season.

13.2 LPIS may contact customers regarding their account or service by phone, SMS or email.

13.3 Customers are responsible for ensuring that LPIS are provided with correct and up to date contact information.

13.4 LPIS will not tolerate abusive language or behaviour towards its employees or subcontractors.

## **14 - VARIATION OF TERMS**

14.1 Occasionally it may be necessary to modify the terms and conditions that apply to your service. If this occurs LPIS will notify the customer by email

14.2 The latest terms and conditions are available to view at [www.lpis-uk.com/ext/dtvterms.pdf](http://www.lpis-uk.com/ext/dtvterms.pdf)

## **15 - Complaints Process**

15.1 Complaints should be made in writing and emailed to [support@lpis-uk.com](mailto:support@lpis-uk.com). Your complaint will be reviewed and LPIS will aim to resolve the complaint within 14 days of receipt.