

Rural WiFi  
Perigord House  
Damastown Industrial Park  
Dublin

P: 01 211 86 53  
E: info@ruralwifi.ie

## Contract Terms & Conditions

### 1. COMMENCEMENT OF THE SERVICE AND MINIMUM TERM

1.1 This Agreement shall commence on the Start Date and shall be for the Minimum Term after which the Service(s) will continue to be provided by Rural WiFi on the terms of this Agreement unless terminated in accordance with its provisions.

1.2 On entering into the Agreement, you have confirmed to us that you are aged 18 years or over and have the authority to act on behalf of your household or business.

1.3 **Cooling Off Period** - From receipt of your order today, you are entitled to cancel your order for any reason whatsoever on prior written notice to Rural WiFi. However, once the installation date has been confirmed you have 3 working days to cancel. After this, you are in a contract and may be subject to termination fees should you cancel.

1.4 **Pre-Install** - You can expect a call from the installer 1 to 2 days before the scheduled date. Should you miss the call you will receive a text. You must take this call or respond to their text message to confirm the date. If they do not get this confirmation from you they will not show up on the scheduled day and it may be some time before another slot becomes available. Once this appointment is confirmed by you if you miss the installation appointment you will incur a **missed installation fee** of €50 which will be added to your next month's bill.

We understand that events out of our control can lead to missed appointments, hence, why the installer ensures to call ahead prior to the appointment. We apologise for any inconvenience this may cause to avoid a missed installation fee please do not confirm the appointment unless you will be at the property.

### 2. SERVICE

2.1 For technical, operational and commercial reasons Rural WiFi shall be entitled to vary, suspend or discontinue the Service(s) and any aspect thereof at any time.

2.2 On acceptance of a valid Order from you Rural WiFi will provide the Service(s) to you with all commercially reasonable skill, care and diligence subject to the payment of the Charges as set out at Clause 9 and the terms of this Agreement.

2.3 Rural WiFi will use commercially reasonable endeavours to provide the Service(s) by any date we indicate to you for that purpose, but all dates are estimates only and Rural WiFi will have no liability for any failure to meet any such date(s).

2.4 Rural WiFi does not warrant that the Service(s) will meet your requirements or that the operation of the Services will be uninterrupted, timely, secure or error-free. The quality and availability of the Service(s) is subject to certain limitations, such as the location and other aspects that are outside Rural WiFi's reasonable control including, but not limited to, man-made

and/ or geographic obstructions.

2.5 Rural WiFi does not warrant that broadband sessions will not be lost; that transmission of data will occur at any particular speed or that any or all traffic can or will be transmitted by the Network, Rural WiFi does not accept responsibility for the security of broadband sessions. The Customer conducts any broadband sessions at its own risk and is solely responsible for adopting such appropriate security measures against unauthorised access to and interference with the Equipment (or associated software/hardware and data) or data traffic as may be necessary.

2.6 Rural WiFi is not responsible for Connected Services. We give no warranty as to the availability, suitability, quality or the continuation of any Connected Services or in relation to suspension; discontinuation; re-commencement or lack of interruption thereof. Your use of Connected Services is at your sole risk and we will not be responsible or liable for any loss or damage suffered by you arising from the availability or use of such Connected Services with the Service(s).

2.7 Rural WiFi will use commercially reasonable endeavours to provide uninterrupted Service(s) but from time to time faults or outages may occur whether on the Network or otherwise and Rural WiFi does not accept any liability for any direct or indirect loss, damage or claims which may arise as a result of such an interruption or faults.

### **3. CUSTOMER CARE**

3.1 Rural WiFi's customer care number is 01 211 86 53 and our address is Perigord House, Damastown Industrial Park, Dublin 15. You can contact us by phone, by post or emailing us on [support@ruralwifi.ie](mailto:support@ruralwifi.ie) with regards to your account or your Service(s). Calls to and from our Customer Support Centre may be recorded or monitored for training and other purposes.

3.2 Rural WiFi's Code of Practice which sets out our complaints and dispute resolution procedure is available upon written request.

### **4. PROVISION AND INSTALLATION OF THE SERVICES**

4.1 On Order acceptance by Rural WiFi we will provide you with the use of Equipment for the duration of this Agreement to facilitate connection to the Service(s). You must take all reasonable care in the use and storage of the Equipment and at your own risk; cost and expense protect the Equipment from loss and damage. Title to the Equipment will at all times remain with Rural WiFi and you will be liable for any damage caused to or loss of the Equipment from the date of delivery to you.

4.2 The Equipment may only be used by you to connect to the Network.

4.3 Rural WiFi will use its commercially reasonable endeavours to deliver the Equipment to the Customer Address by the date we indicate to you. This is normally within ten (10) working days from the date we accept your order, but all dates are estimates and Rural WiFi shall have no liability for any failure to meet any such date. You must inspect the Equipment immediately upon receipt and inform us in writing within five (5) working days of delivery of any damage or missing items from the delivery.

4.4 If you fail to take delivery of the Equipment (or fail to give us appropriate delivery instructions) then without prejudice to any other rights or remedies available to us, we may store the Equipment until actual delivery and charge you for the reasonable costs of same, including re-delivery as a result of a failed delivery.

4.5 If Equipment supplied to you is faulty you must return the faulty Equipment (in its original packaging and with any associated equipment and documentation) to Rural WIFI within twenty-eight (28) days of receipt of the Equipment. We will (at our sole discretion) either repair the Equipment or supply you with replacement Equipment. If you fail to return the faulty Equipment to us within twenty-eight (28) days, we reserve the right to charge you an unrecoverable Equipment charge.

4.6 The following terms apply where Rural WIFI or its agents or Authorised Installers install the Equipment on your behalf:

4.6.1 You will at your own cost ensure that the premises is suitable for the installation, use and accommodation of the Equipment. If you are not the owner of the premises on which the Equipment will be installed, it is your responsibility prior to the installation of the Equipment, to ensure you have received all requisite consents and authorisations from the owner of the premises to install the Equipment at the premises. We assume no liability whatsoever arising from your failure to procure such consent. You acknowledge and agree that you shall fully and effectively indemnify and keep Rural WIFI indemnified for any costs incurred as a result of your breach of your obligations in this Clause.

4.6.2 In order to facilitate installation of the Equipment, you shall grant access to Rural WIFI or an Authorised Installer to the premises to allow for installation (and subsequently for the repair and maintenance) of the Equipment. Should you fail to grant access to the premises, you shall be responsible for all reasonable costs associated with the labour time lost and we shall not be responsible for non-provision of the Service(s) as a consequence.

You can expect a call from the installer 1 to 2 days before the scheduled date. Should you miss the call you will receive a text. You must take this call or respond to their text message to confirm the date. If they do not get this confirmation from you they will not show up on the scheduled day and it may be some time before another slot becomes available.

Once this appointment is confirmed by you if you miss the installation appointment you will incur a **missed installation fee** of €50 which will be added to your next month's bill.

We understand that events out of our control can lead to missed appointments, hence, why the installer ensures to call ahead prior to the appointment. We apologise for any inconvenience this may cause to avoid a missed installation fee please do not confirm the appointment unless you will be at the property.

4.6.3 In the event the premises are not suitable for installation using only standard Equipment, it may be necessary to install additional Equipment to enable you to avail of the Service(s). Any costs associated with the additional Equipment shall be borne by you in addition to the Charges.

4.6.4 You will be responsible for your Router as soon as it is delivered to you. If you damage or lose the Router before your contract is up, you will be required to pay for a replacement Router at a discounted rate. You must also pay a shipping fee for any replacement equipment, including a replacement SIM or a replacement router.

## **5. YOUR OBLIGATIONS AND USE OF THE SERVICE**

5.1 You undertake not to use the Service(s) or the Equipment:

5.1.1 for any improper, immoral or unlawful purpose, nor cause any nuisance by the use of the Service(s), nor allow others to use the Service(s) for any of the foregoing purposes in a way that may cause degradation of service levels to other customers as determined by Rural WIFI or put

the Network at risk; or

5.1.2 for the transmission of any material which is, may be or is intended to be a hoax or is of a defamatory, offensive, abusive, obscene or menacing nature; or

5.1.3 for the infringement of intellectual property rights or trade secrets of another party or for the processing of automated personal data as defined in the current Data Protection Regulations as amended; or

5.1.4 to engage in activities which, in the opinion of Rural WIFI, cause or are liable to cause disruption or denial of service to any third-party internet or online user; or

5.1.5 to run programs or servers that provide network services to others through the Services which includes, but is not limited to, operating a web/mail/ftp server to serve external connections;

5.2 You hereby agree to avail of the Service(s) subject to the provisions of any telecommunications scheme directed by ComReg or any other regulatory body and in force for the time being and the provisions of any legislation applicable hereto.

5.3 You shall ensure that all persons having access to the Service(s) or the Equipment comply with the terms and conditions herein stated.

5.4 The Service(s) are provided solely for your own use and you shall not resell the Service(s) (or any part of the Service(s)) to any third party.

5.5 Where software is provided to enable you to use the Service(s), Rural WIFI grants you a nonexclusive, non-transferable licence solely for the term of this Agreement to use the software for that purpose and you undertake to comply with and be bound by all conditions of the licence under which the Equipment is supplied.

5.6 You shall comply and are bound by all conditions of any licence under which the Equipment or the Service(s) is provided.

5.7 You shall comply with all reasonable instructions given to you by us in relation to the use of the Service(s).

5.8 You shall inform Rural WIFI in writing of any change of your name, address, email address and/or telephone number and/or Customer Address. We may charge you any reasonable costs we incur as a result of such change(s).

5.9 You shall indemnify and hold us harmless against all liabilities, claims, damages, losses, expenses and proceedings howsoever arising from or in any way connected with the use of the Service(s) or the Equipment.

5.10 Rural WIFI may at its absolute discretion take any action it deems reasonably necessary up to and including withdrawal of the Service(s) from any Customer whose use of the Service(s) either risks degradation of service levels to other customers, puts the Network at risk or where the usage of the Service(s) is inconsistent with normal residential or small business usage or, in the sole opinion of Rural WIFI, is for purposes that are not reasonably used or envisaged for usage by residential or small business Customers.

## **8. BROADBAND SERVICE**

With the exception of abnormal circumstances outside the control of Rural WIFI, Rural WIFI's Broadband Service will be provided on the following basis.

8.1 The Broadband Service may be available in a number of different packages. The details of each package, including download speed, data usage allowances are set out in the Rural WIFI Product & Pricing Guide(s) (the "Broadband Package(s)").

8.2 The service is dependent on and will vary based on the individual location of customers. Exact speeds experienced across the fibre network will vary.

8.3 The maximum download and upload access speed of your broadband service is different to the broadband throughput speed you experience when you use the internet from your device(s). Broadband throughput speed can be dependent on many factors. Speeds achievable and service quality are strictly subject to your device(s) and service capabilities. Best speeds will always be achieved by connecting your device via a direct cable connection to the modem. Speeds over wireless connections will vary based on the quality of your Wi-Fi signal, distance from and placement of the router, the amount of users connected, the number of devices connected at the same time, the capability of those devices and speed they run at, the number and usage of other users accessing your connection over Wi-Fi especially during peak times. Your Wi-Fi will also be affected by other electrical devices that may be using the wireless channel e.g. cordless phones, microwaves or baby monitors. Keeping up to date with software, firmware and antivirus updates may also ensure your device(s) will be able to achieve optimum speeds.

8.4 The contracted minimum download speed is 2Mbps and the minimum upload speed available is 1Mbps. Maximum download speed is 2000Mbps depending on the service chosen..

8.5 If you experience any continuous or regularly recurring discrepancy between the actual performance of the Broadband Service and the speeds set out you should contact us, and we will endeavour to diagnose and resolve your issue. Where your account has had several or reoccurring unresolved issues in relation to your service and it is not possible to remedy the issue and where the relevant facts in relation to the actual performance of the Broadband Service are established by a monitoring mechanism certified by ComReg or to Rural WIFI's satisfaction, then you have the right to withdraw from this Agreement without penalty. You may also choose to exercise your rights under common law such as seeking rescission of the contract or under consumer law, such as the Sales of Goods and Supply of Services Act, 1980 (as amended) in accordance with your rights under Irish law. For the purposes of this clause, "continuous or regularly recurring" means that the customer has raised the matter with Rural WIFI in accordance with Rural WIFI's customer care policy and Code of Practice and Rural WIFI has been given the opportunity to remedy the situation.

8.6 Due to the nature of internet access services and geographical, topographical, built environment and other factors affecting the variability of data speeds, the estimated maximum speeds may not be available at all locations and environments. We cannot guarantee that you will reach maximum speeds advertised. The upload and download speeds achieved by Rural WiFi customers may vary due to a number of factors.

8.7.1 You agree to provide reasonable information to enable Rural WIFI to investigate your query. In the event of a continuous or regularly recurring discrepancy between the actual performance of the internet access service, regarding speed or other quality of service parameters, and the performance as indicated in these terms and conditions that Rural WIFI is not able to remedy, you may be entitled to issue legal proceedings for (a) damages; (b) restitution; or (c) rescission of your contract. These remedies are subject to the provisions of your contract with Rural WIFI and are without prejudice to any other rights you may have



under law, including, without limitation, your rights under consumer protection legislation such as the Sale of Goods and Supply of Services Act 1980, or your rights at common law.

8.7.2 Rural WiFi's liability, if any, will never exceed the value of any payments made by you under, or in connection with, your contract with Rural WiFi.

Your rights and the terms and conditions regarding Contractual Estimated Maximum Upload and Download Speeds as set out above should be read and construed together with the existing terms and conditions applying to you (your "Agreement") and form part of such agreement with Rural WiFi. Your and Rural WiFi's other rights and obligations under the Agreement are otherwise unaffected.

8.8 Rural WiFi does not guarantee Internet network performance. Rural WiFi provides an Internet access service, and most conditions (including congestion and contention) on the internet are completely outside the control of Rural WiFi.

8.9 Rural WiFi does not advertise specific data speeds referring instead to "up to" as speeds vary by technology and location.

8.10 There are a number of factors that can influence the speed of your connection and the quality or performance of the Service.

## **9. PAYMENT**

9.1 All prices and charges on the Website are shown in Euros, include VAT and are subject to change. They do not include any delivery charges which may be payable in addition, these will be shown separately (where applicable). Charges relating to the Rural WiFi Services are separate from any charges applicable to the purchase or supply of Products - the charges for Rural WiFi Services are indicated in your Price Plan. All Products and/or services (including prices) displayed on this Website are subject to availability. The price of any Products is the price in force at the time of your order. Whilst we try to ensure that all details on this Website are correct and up to date, we cannot guarantee that they are. We try to update this Website as frequently as possible. You must ensure that, prior to placing an order, you have checked all relevant details about the Products and/or services you have selected as their relevant details may have been changed since you last visited this Website.

Payment will be taken from you when the confirmation is sent as part of our acceptance of an order. However, if the Product is temporarily out of stock, your payment will be debited when the Product is ready for delivery. We reserve the right to alter such Charges and will notify you of such a change by notice, in writing, thirty (30) days in advance of the implementation date of any such change. All quoted rates shall be inclusive of Value Added Tax ("VAT") unless stated otherwise.

9.2 In order to avail of the Service(s) you agree to pay by monthly Direct Debit. You shall pay all sums due to us in full within seven (7) days of the date of the bill. You agree that you are liable for any Charges incurred on your account irrespective of whether those Charges were incurred by you or anybody else with or without your consent. Rural WiFi reserves the right to charge you an additional administrative fee for any unpaid Direct Debits, debit or credit card payments. Rural WiFi also reserves the right to charge administration fees in relation to cessation, connection and reconnection of the Service(s).

**9.2.1 Should a payment due by you fail for any reason, Rural WiFi shall apply an administration charge for each and every event of failure.**

**9.2.2 Should your Service(s) be disconnected by Rural WIFI following continued payment failures or non-payment, a reconnection charge will be levied of €40.00 and must be paid by you in each instance prior to reconnection by Rural WIFI.**

9.2.3 A once off connection charge applies to the Service(s) as may be set out from time to time.

9.3 You will be charged monthly in advance for all Service(s) that have a fixed monthly charge. Any other usage of the Service(s) shall be charged monthly in arrears or otherwise as deemed appropriate by Rural WIFI from time to time for usage of the Service(s). We may alter your billing date or billing frequency. As some usage of the Service(s) takes longer to bill you may be billed for Charges incurred in a prior billing period.

9.3.1 The first payment shall be due by you pro-rated to and corresponding with the period for which the Service(s) has been activated and consequently the first Charge may be for a partial period in arrears in addition to the regular Charge period in advance.

9.3.2 You will be issued a summary itemised bill by email or by paper bill if you request it.

9.4 Rural WIFI may from time to time require a deposit or advance payment in respect of any sum of money, fee, Charge, subscription or expense payable or to be payable by you for the Service(s).

9.5 Should you disagree with any Charges shown on your bill you must write or phone us before the date that payment is due highlighting the Charges that you are querying and, unless otherwise agreed in writing by us, all charges will remain due in full at the payment date. If the Charges that you have highlighted are incorrect then we will apply a credit to your account in respect of any incorrect Charges. If following the application of a credit an amount remains outstanding, we will advise you of the amount and the new payment date. Unless a credit is issued the full amount remains due.

9.5.1 All charges for the provision of the Service(s) will be calculated by reference to the data recorded or logged by Rural WIFI. The determination of Rural WIFI in respect thereof is final.

## **10. TERMINATION**

10.1 Subject to the provisions of clauses 10.2 and 10.3 or as otherwise provided for in this Agreement this Agreement may be terminated by either party on thirty (30) days prior written notice to the other.

10.2.1 If the Customer terminates this Agreement or the Service(s) or any of them, during the Minimum Term, including in circumstances where the customer is changing address, Rural WIFI may, without prejudice to its rights to treat the termination as a breach or repudiation of this Agreement, agree to accept such termination provided that the Equipment is returned in good order and that thirty (30) days prior written notice has been received of such termination and the Customer agrees to pay to Rural WIFI all outstanding charges accrued in full together with the early termination charge inclusive of VAT for early termination of the Service(s) as set out in the Rural WIFI Product & Pricing.

10.2.2 **Contract length.** Rural WiFi offers Fibre Broadband on a 24 month contract should you cancel before this time you will incur a cancellation fee. Should you switch providers during your contracted term you will also incur these charges.

Under 12 Months: 6 months of your monthly fee

After 12 Months: cancellation fee of €200

10.2.3 Should you terminate your contract before your contract is up you are required to return modem to Rural WiFi, failure to do so will result in a fine.

10.2.4 Out of Contract: no additional fees but you need to inform us about the cancellation. 30 day notice period applies.

10.3 Rural WIFI shall have the right to terminate or suspend the Agreement immediately for any reason, including, but not limited to:

10.3.1 non-payment of charges in accordance with Clause 9 above; or

10.3.2 breach by the Customer of the terms of this Agreement; or

10.3.3 If any information supplied by the Customer to Rural WIFI is false or misleading; or

10.3.4 If we are obliged to comply with an order, instruction or request of Government, ComReg, emergency service organisation or other competent authority; or

10.3.5 you are suspected of involvement with fraud or acts which are of defamatory, offensive, abusive, obscene, menacing, unsuitable or of unlawful character in connection with use of the Service(s);

10.4 While the Service(s) are suspended or terminated you will be unable to access the internet. You will still be liable to pay all Charges due and any other reasonable costs and expenses which Rural WIFI may incur as a result of such suspension or termination and any subsequent reconnection of Service(s). Please refer to the Code of Practice on dispute resolution.

10.5 The termination of the Agreement or default of the Customer hereunder shall not affect any obligations of the Customer under the Agreement. Without prejudice to the generality of the foregoing, on suspension of the Service(s) or termination of the Agreement, all Charges incurred by you together with all Charges arising from such suspension or termination shall become immediately due and payable.

## **11. LIABILITY**

11.1 You are solely responsible for preventing unauthorised access to and use of the Service(s) and Rural WIFI shall have no liability in this regard.

11.2 We shall not be liable for any loss or damage of any kind caused by the failure of the Service(s) or Equipment howsoever arising or due to the incompatibility with equipment supplied or used by you with the Service(s) or the Equipment. The Customer shall indemnify Rural WIFI against all claims made against Rural WIFI or its sub-contractors or agents, for loss, damage or injury to any person or property occasioned by or arising from the use of the Service or the presence of Equipment.

11.3 We shall not be liable to you or any third party in contract, tort or otherwise for any financial loss whatsoever or for any indirect or consequential loss or Anticipated Savings howsoever arising in relation to the use of the Service(s) or the Equipment or any failure or error or default by us in the provision thereof, or otherwise in connection with this Agreement.



“Anticipated Savings” means any expense, which the Customer expects to avoid incurring or to incur in a lesser amount than would otherwise have been the case by reason of using the Service. Your statutory rights are not affected.

11.4 We have no liability under this Agreement for the acts and omissions of other telecommunication operators or Content providers.

11.5 We are not liable for claims arising out of a breach in the security or privacy of messages transmitted using the Service(s).

11.6 Equipment Warranty: The manufacturer of your Router has provided you with a warranty against defects in materials and workmanship for a period of six months from purchase. Further details of the manufacturer's warranty can be found in your Router Box. This warranty is in addition to your legal rights. We only act as the manufacturer's agent for the purposes of processing any warranty claims. We are not the manufacturer of the Router and the manufacturer is the company referred to in the manufacturer's warranty documentation. You must notify Rural WIFI's customer support if you wish to make a warranty claim.

11.7 Events beyond our reasonable control. We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

11.7 This Clause 11 shall continue to apply notwithstanding termination of this Agreement.

## **12. MAINTENANCE**

12.1 You agree that from time to time it may be necessary for Rural WIFI to temporarily suspend the Service(s) during periods of repair, essential maintenance or alteration or improvement to the Network or otherwise in accordance with law. Where reasonably practicable Rural WIFI will give the Customer notice prior to such suspension of the Service(s) and Rural WIFI shall restore the Service(s) as soon as reasonably possible after such suspension. No liability will be accepted by Rural WIFI for any loss or damage arising. Have any questions? Call: 01 211 86 53 as a result of an interruption in the Service(s) during such maintenance or repair time.

12.2 You agree to notify us as soon as possible after a defect, fault or impairment in the operation of the Service(s) is detected and Rural WIFI shall use its commercially reasonable endeavours to rectify it. We will do so during normal business hours.

12.3 Rural WIFI reserves the right to charge you additional fees for maintenance or repair where you prevent us from carrying out our maintenance or where the fault or defect resulted from any cause whatsoever which is beyond the commercially reasonable control of Rural WIFI, its employees and agents, or if in the sole opinion of Rural WIFI it arises from the wilful neglect or default of you or of any of your suppliers or agents or from your failure to comply with the provisions of this Agreement, or from fault in or other damage to Equipment caused by you.

## **13. MISCELLANEOUS**

13.1 Use of the Service(s) or any part of them also constitutes acceptance of these Terms and Conditions.

13.2 This Agreement shall be governed by and construed in accordance with Irish law and the parties hereby submit to the exclusive jurisdiction of the Irish Courts.

**13.3 You have decided to take up a particular service with us and thus so you have entered into a contract with Rural WiFi by agreeing over the phone and having the conversation recorded (voice customer authorisation form or vCAF)**

13.3.1 Voice Customer Authorisation Form (vCAF). **Involves agreeing to enter a contract over the phone without signing any forms or other documents. The sales agent has discussed the service with you and explained the contract. This was your chance to ask as many questions as necessary to help you understand the service.**

13.4 Making an Order and Our Contract. We will only accept orders from within the Republic of Ireland. No orders will be accepted if received from outside the Republic of Ireland. Rural WiFi orders shall only be accepted from persons over the age of 18.

13.4.1 Any contract for the purchase or supply of Products made as a result of your order via the Website will be with us. However, we may appoint an agent to collect, on our behalf, the monies for purchase of Products (where applicable) made by you from us on this Website. They will pass your payments on to us.

13.4.2 All information displayed on the Website, including prices illustrated for services and/or Products, do not constitute an offer to enter into a contract.

13.4.3 When you send an order to us through our Website for services and/or Products, your order represents an offer to us to purchase those services and/or Products selected. We shall not be obliged to accept your order. If we do, your order may be accepted by us when:

- Your credit or debit card is debited, or other payment method is cleared (it does not include any card authorisation which we may carry out before payment is taken); and
- an email is correctly sent by us to you confirming the order and stating that we have accepted the order to the e-mail address you supplied to us with the order (please note that it is your responsibility to verify that your e-mail mailbox is in proper working order and is able to receive incoming communications - if you have any issues with your E-mail mailbox, you should contact your internet service provider); until this time, we may decide to decline your order for any reason and we will not be required to fulfil your order. Any Products and/or services on your order which we have not confirmed as part of your order via e-mail to you, do not form part of our contract with you.

13.7 Cooling off period. If you are eligible to avail of the cooling off refund ("the policy"), you may only terminate the agreement by returning your device and original boxed accessories, along with your proof of purchase, within days of receipt of your device. **Rural WiFi does not refund the original shipping cost when hardware is returned within the cooling off period and you will incur a small data fee for each day of the cooling off period. Equipment must be returned in as new condition and the box must not be damaged, otherwise you will incur a fee to cover this damage.**

13.7.1 In circumstances where you are deemed eligible to avail of this policy, you must return the device together with all accessories and any accompanying items within the cooling day period.

**13.7.2 Incomplete or late returns will not qualify for refunds and you will be obliged to fulfil your Agreement with us if returns are late, incomplete or both. The device,**

**accessories, any accompanying items must be returned in as new or as sold condition. Damaged packaging or missing pieces may result in only a partial refund.**

**13.7.3 You will be liable for the cost of returning the device and original boxed accessories.**

Rural WiFi strongly advises you to return the device and original boxed accessories via registered post and to obtain a Receipt for Payment as you will be liable to reimburse Rural WiFi for the cost of the device if Rural WiFi does not receive the device from you for any reason within the 14 day cancel period. You are advised to keep the Receipt For Payment until your refund has been processed.

**13.7.4 You will be liable for the cost of data usage made during your cooling off period prior to successful termination of the contract under the Cooling off period. Refund may take up to 30 days to ensure data usage costs are correct.**

Contact [support@ruralwifi.ie](mailto:support@ruralwifi.ie) and Rural WiFi will advise you of how to obtain a refund. If you're eligible to return your device under the policy and have used any Rural WiFi Services during the 14 days, we'll, of course, have to charge you for them. Rural WiFi customers might receive up to two bills after closing your account, depending on what your billing date is.

13.7.5 If your device has been damaged since you received it, this guarantee won't cover you. To get your full refund under the policy, you must return your Router along with the original boxed accessories, documentation and proof of purchase. Your refund for your device will be in the same form as your original payment.

13.7.6 Rural WiFi's cooling off does not affect your statutory rights including your rights as a consumer under the European Communities (Protection of Consumers in Respect of Contracts made by means of Distance Communications) Regulations 2013. **Unpaid Direct Debits & Service re-connections All returned items must be returned as supplied with all original packaging and parts in perfect condition, no damage to the items.**

13.8 Waiver. If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

13.9 Governing law and jurisdiction. These conditions are governed by and construed in accordance with the laws of Republic of Ireland. You agree, as we do, to submit to the exclusive jurisdiction of the Irish courts.

**13.10 Contract length. Rural WiFi offers Fibre Broadband on 24 month contract should you cancel before this time you will incur a cancellation fee of a minimum of 6 months of your monthly fee.**

**13.11 Should you terminate your contract before your contract is up you are required to return modem to Rural WiFi, failure to do so will result in a fine.**

## Useful Definitions

### Who's Who and What's What?

When we say: 'we', 'us' or 'our', we mean Rural WiFi 'you' or 'your' we mean you, our customer.

We also have set out some useful definitions of words we use in these Terms and Conditions at the very end of this contract.

### About these terms

These terms of purchase set out the conditions relating to the sale and/or supply of products by us to you and form the agreement between you and us for products purchased or supplied by us.

These terms do not relate to:

- a. the provision of Rural WiFi Services to you, these are set out in the Terms for Rural WiFi Services. Please note that you will also need to agree to the Terms for Rural WiFi if you want us to supply you with Rural WiFi Services
- b. any products or services you buy while using Rural WiFi Services.

**Rural WiFi Customer Services:** our service team who are available to help you with your queries. They can be contacted by calling (01) 211 86 53 or by email to [support@ruralwifi.ie](mailto:support@ruralwifi.ie)

**Rural WiFi Services:** the services offered by us (as further explained in the Terms for Rural WiFi Services).

**Accessory/Accessories:** any antennas, extenders, repeaters, wires, access points, ethernet cables, or any other item that may facilitate the use of your Router.

**Boxed Accessories:** all Accessories that you receive as part of the original packaging of your Router.

**Cancellation Fee:** a fee charged if we end the agreement to provide you with Rural WiFi Services under the Terms for Rural WiFi Services due to your conduct or if you end your agreement within its minimum term. This fee may cover (without limitation) our administrative costs, costs incurred by us in Connecting and Disconnecting the Rural WiFi Services and our payments to operators, network providers, stores or agents.

**Connection:** the procedure by which Rural WiFi gives you access to Rural WiFi Services.

'Connected', 'Connecting' and 're-Connection' have corresponding meanings.

**Disconnection:** the procedure by which Rural WiFi stops your access to Rural WiFi Services. 'Disconnected' and 'Disconnecting' have corresponding meanings.

the device that is authorised by us for Connection to the Rural WiFi network and is used to access Rural WiFi Services, excluding all accessories.

**Router Box:** the package delivered to you containing the Router, SIM, Terms for Rural WiFi Services, and anything else required to be delivered to you.



**Pay Monthly:** means the provision by us of access to a use of Rural WiFi Services which are paid for upon receipt of periodic bills sent by us.

**Price Guide:** the document that sets out the Price Plans, our current Charges and related details for the provision of Rural WiFi Services, including any Minimum Term and payment commitments.

**Price Plan:** our current price plans set out in the Price Guide for the provision of Rural WiFi Services, as well as any other price plans we may introduce in the future. There may be more than one price plan offered to you and you will be required to select one before you are Connected to Rural WiFi Services. The price plans may be amended or withdrawn from time to time, and can be requested from Rural WiFi Customer Services.

**Products:** means the items being sold or supplied to you by us but, for the avoidance of doubt, does not include the provision of Rural WiFi Services.

**Terms for Rural WiFi Services:** means the terms that govern the supply of our Rural WiFi Services.

**Website:** means Rural WiFi website: [www.ruralwifi.ie](http://www.ruralwifi.ie)