

Satellite Broadband Customer Terms and Conditions

In these terms and conditions, when we refer to “Satellite Broadband” the reference includes Satellite Broadband and Phone services unless otherwise stated.

These Terms and Conditions are in addition to and prevail (if there is any inconsistency) over the Standard Terms and Conditions which can be viewed at www.farmside.co.nz.

1. General Terms and Conditions:

- 1.1. Unless otherwise stated, all pricing includes GST.
- 1.2. We may change these Terms at any time by amending or removing existing terms or by adding new ones. Changes may take the form of completely new Terms. We will tell you about any changes to these Terms at least one month before they come into effect by notifying you by website redirect or emailing and/or writing to you and by providing relevant information on our website. If (acting reasonably) you consider that the change has a negative impact on your use of the Service you can exercise your right to cancel the Service without paying disconnection fees
- 1.3. Billing partners include Farm Source, Farmlands, Ruralco and PGG Wrightson.
- 1.4. The terms and conditions outlined below do not affect any rights you have under the Consumers Guarantees Act 1993 or the Fair Trading Act 1986.

2. Specific Terms and Conditions – Minimum Service Terms and No Term Contracts:

- 2.1. Farmside Satellite Broadband Services are either:
 - subject to a minimum service term of up to 24 months (from the Service Commencement Date), which we also call a Fixed Term Agreement. The minimum service term for your connection will be advised in writing when you request the Services. A new Satellite Broadband connection will have a minimum 12 or 24 month service term; or
 - not subject to a minimum service term, in which case the installation fee for the Service is higher and you must pay for (and you will own) the Satellite modem and outdoor equipment.
- 2.2. A minimum of 30 days’ notice is required to cancel your Satellite Broadband Service, whether you have a Fixed Term Agreement or not.
- 2.3. If you are cancelling the Satellite Broadband Service prior to the expiry of the minimum service term, disconnection fees will apply as outlined on the website for Satellite Broadband.

<http://www.farmside.co.nz/portals/1/fsc/pdf/FarmsideFooterDisconnectionFees.pdf>.

This is a genuine pre-estimate of the loss that we will incur as a result of you cancelling your Satellite Service early. However, you will not be required to pay a disconnection fee if you are cancelling your Satellite Broadband Service early as a result of:

- any negative change we have made to these Terms; or
- an increase in the charges payable for your Satellite Broadband Service (other than a change that results from a change in the price from a supplier for an input required for your Satellite Broadband Service); or
- a material reduction in the Satellite Broadband Service

3. Specific Terms and Conditions – Installation, Equipment and Faults:

- 3.1. The Satellite Broadband Service requires a Satellite modem and outdoor equipment to be installed at your premises. Farmside retains ownership of the Satellite modem and outdoor equipment (unless

you have elected not to be subject to a minimum service term and so have paid for the equipment yourself).

- 3.2. The Satellite equipment is specific to the Service and cannot be used with other broadband services.
- 3.3. The installation of the Satellite Broadband Service is carried out by a professional fully trained technician. Additional checks are carried out to ensure there is sufficient coverage for the service to work.
- 3.4. The standard installation lead-time is 20 working days from when you place the order and is subject to stock and installer availability.
- 3.5. Non-Standard Installation will incur additional labour and parts charges and the costs of any temporary scaffolding required to gain access to the site where the outdoor equipment needs to be installed.
- 3.6. You are responsible for obtaining any necessary approvals and consents for the installation of the outdoor equipment, modem and cabling at your premises.
- 3.7. The Satellite modem and outdoor equipment provided to you may be either new or used. In either case, Farmside guarantees that these items will operate in accordance with the published specifications - and that we will repair or replace the items (or pay for the cost of repairing or replacing the items), within a reasonable time, if the items do not operate as described.
- 3.8. However, Farmside will not have any obligation to repair or replace these items where:
 - modifications, alterations, attachments or other work has been carried out to either of these items (unless authorised by Farmside);
 - the modem and/or outdoor equipment has been used in combination with equipment, programs, accessories or services not supplied or authorised by Farmside;
 - there has been failure to observe Farmside's or the manufacturer's written instructions regarding the use, operating or environmental conditions for the modem and outdoor equipment; and/or
 - there has been misuse, abuse, accidental damage or negligent use or operation of the modem and/or outdoor equipment,

UNLESS we have those obligations under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986 – your rights under those Acts prevail. For more information on your rights under the Consumer Guarantees Act 1993 see

<http://www.consumeraffairs.govt.nz/for-consumers/law/consumer-guarantees-act>

- 3.9. Any maintenance work to the Satellite equipment can only be carried out by a fully trained technician at the request of Farmside. In the event you identify the need for maintenance work, call our trained Customer Services team on 0800 32 76 74 or +64 3 687 9727.
- 3.10. Where a fault with your Satellite Broadband Service falls outside of the scope of the Consumer Guarantees Act 1993, Farmside may require you to pay for the cost of the repair or replacement, including travel charges.

4. Specific Terms and Conditions – Limitations on Quality of Service:

- 4.1. The Satellite Broadband Service is internet only and does not come with a Homeline (copper landline service). Accordingly, services such as Fax, EFTPOS, monitored alarms, medic alarms and SKY pay-per-view, SKY betting or similar services will not work.
- 4.2. Supply of service cannot be guaranteed, interference from hills, trees and buildings may mean we are unable to deliver the Service to your address.
- 4.3. We cannot guarantee that a Farmside Satellite Broadband Service will be available in a particular area or at a specific location and what the service quality will be like until the Farmside Satellite Broadband Service has been connected.
- 4.4. Satellite Broadband speeds will vary depending on interference from hills, trees and buildings plus your computer's capability, connection and wiring, Wi-Fi and interference from electrical devices, the location and quality of the websites you choose to view, and any software you may have downloaded (malicious or otherwise). The day-to-day performance will also be affected by the number of users in your household and also on our network or the network of third parties that we use to provide the Service to you.
- 4.5. As the Farmside Satellite Broadband Services can occasionally go down, you should take this into account when choosing this product and what you will want to use it for. We cannot guarantee how quickly we can arrange for resolution of any problems with the provision of our Satellite Broadband Service.
- 4.6. The stability and performance of your Farmside Satellite Broadband Service can be affected by a number of potential faults. A fault can commonly originate from the network, your modem, or your computer. If the Service is not meeting your expectations, call our trained Customer Services team on 0800 32 76 74 or +64 3 687 9727 who will help to identify where the potential fault lies.
- 4.7. Satellite Broadband has a higher latency than other broadband services due to the substantial distance data packets need to travel from earth up to the satellite and back again when sending and receiving information. This can impact real-time applications such as gaming and video streaming. We do not provide any guarantee that these applications will run over a satellite broadband connection.

5. Specific Terms and Conditions – Plan Terms and Other:

- 5.1. All plans include an Off-Peak data cap. This cap applies to usage between the hours of midnight and 6am.
- 5.2. We may temporarily throttle your Service (reduced to dial-up speed) when you have significantly exceeded your monthly data allowance for each individual Peak and Off Peak data cap (including data boosters). You will be notified when this happens. This is to help you avoid unexpected overages on your broadband account. Throttling can be removed by adding Data Boosters to your account.
- 5.3. Data Boosters secure access to a specified number of gigabytes over and above the Broadband Plan allocation from the date purchased until the next calendar 20th day. Data Boosters are billed one month in advance where a customer elects to buy a Data Booster for future usage periods.
- 5.4. Any unused data (including Data Boosters) will not be carried forward to the following month.
- 5.5. **Plan Upgrades** – Upgrades to your plan are defined as changes to your Service that do not require any additional equipment. If you wish to upgrade your current plan and you have less than 12 months remaining on your current Fixed Term Agreement, you will be required to extend your

current term by a further 12 months. If you are not subject to a minimum service term, you can upgrade your plan at any time.

- 5.6. **Plan Downgrades** – Customers can downgrade their plan once within the minimum service term. If you are not subject to a minimum service term, you can downgrade your plan at any time.
- 5.7. **Contract Renewal Credits** – If you are entitled to a contract renewal credit, it will be applied only for the minimum service term agreed to with you.
- 5.8. **Relocating** – If you are relocating, you must notify Farmside Customer Services to confirm whether the service is available at the new location. Where the service is available at your new location, a relocation fee may apply and you will be required to enter a new fixed term agreement from the date the Service is available at the new location. Customer Services will advise you of the amount of the relocation fee.

If the Satellite Broadband Service is not available at your new location, you will need to cancel the Service and if you are still under a Fixed Term Agreement, disconnection fees may apply.

- 5.9. **Change of Service** – If you wish to change to another Farmside Service that is available at your location, we will endeavor to accommodate your wishes but a Change of Service charge may apply (Customer Services will advise you of the amount) and you will be required to enter a new fixed term agreement.

6. Satellite Broadband and Phone:

- 6.1. Satellite Broadband and Phone is a Satellite Broadband Service delivered in conjunction with a Farmside Voice service.
- 6.2. The standard lead-time is 10 working days from when you place the order and is subject to stock availability.
- 6.3. Calling charges are paid for in addition to the monthly rental.
- 6.4. Mobile Talk Packs calls can be made at any time, for any duration up to the allocated number of minutes. The standard Landline to Mobile call rate will apply once the allocated number of minutes is reached. Multiple Mobile Talk Packs can be purchased.
- 6.5. Mobile Talk Packs secure access to a specified number of calling minutes, to a specified jurisdiction e.g mobile calls over and above the Farmside Voice plan allocation from the date purchased until the next calendar 20th day. Mobile Talk Packs are billed one month in advance where a customer elects to buy Mobile Talk Packs for future usage periods.
- 6.6. Mobile Talk Pack minutes do not include calls made to overseas mobiles of visitors roaming in New Zealand or non-New Zealand mobiles.
- 6.7. In order for the Farmside Voice service to work you must have an ATA (Analog Telephone Adapter) which must be purchased and preconfigured through Farmside. Please note that the ATA hardware (MAC) address is paired to a specific number (ported or new) and both the network and ATA are preconfigured for the correct operation.
- 6.8. Farmside guarantees that the ATA will operate in accordance with the published specifications and that we will repair or replace the ATA (or pay for the cost of repairing or replacing the items), within a reasonable time, if the items do not operate as described.

However, Farmside will not have any obligation to repair or replace the ATA where:

- modifications, alterations, attachments or other work has been carried out (unless authorised by Farmside);

- the ATA equipment has been used in combination with equipment, programs, accessories or services not supplied or authorised by Farmside;
 - there has been failure to observe Farmside's or the manufacturer's written instructions regarding the use, operating or environmental conditions for the modem and outdoor equipment; and/or
 - there has been misuse, abuse, accidental damage or negligent use or operation of the ATA. UNLESS we have those obligations under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986 – your rights under those Acts prevail.
- 6.9. There is a minimum 3 month term for the Farmside Voice service (unless you are not subject to a minimum service term generally) – even if you disconnect the service, or do not use the service, within that period you must still pay for it. A minimum of 30 days' notice is required to cancel your Farmside Voice service. You must continue to pay all calling charges up to the date on which the Farmside Voice service is disconnected.
- 6.10. The Farmside Voice service is delivered using VoIP (Voice over Internet Protocol), services such as EFTPOS, monitored alarms, medic alarms, SKY pay-per-view, SKY betting or similar services will not work.
- 6.11. As the Farmside Voice Service can occasionally go down, you should take this into account when choosing this product and what you will want to use it for. We cannot guarantee how quickly we can arrange for resolution of any problems with the provision of our Farmside Voice Service.
- 6.12. The stability and performance of your Farmside Voice Service can be affected by a number of potential faults. A fault can commonly originate from the network, your modem, or your analogue telephone. If the service is not meeting your expectations, call our trained Customer Services team on 0800 32 76 74 or +64 3 687 9727 who will help to identify where the potential fault lies.
- 6.13. We will allocate a phone number for your use, but the number will remain the property of Farmside.
- 6.14. Calls are charged on a one minute minimum charge with the exception of Unlimited Local and National calling. Thereafter, you call will be charged by the second.
- 6.15. Unlimited Local and National calling is subject to Farmside's Fair Usage policy which can be viewed at www.farmside.co.nz/portals/1/FSC/PDF/Farmside-Fair-Usage-Policy.pdf
- 6.16. The porting of your existing phone number is completely at the discretion of your current service provider and cannot be performed if your existing phone connection or account has already been cancelled.
- 6.17. It is your responsibility to advise Farmside if you wish to cancel your Farmside Voice Service and move your calling to another provider. If you wish to keep your phone number, you will need to arrange the number porting with your new provider.
- 6.18. The Service requires mains power to operate. In the event of a power failure the Farmside Broadband Service and Farmside Voice Service will not be available, even for accessing emergency services.
- 6.19. If you choose a voice mail service, you are responsible for changing the PIN from the pre-set number and setting your own PIN access for the voicemail service and any charges incurred as a result whether or not you reset the PIN access. However, if you notice any unexplained charges on your invoice please contact us as soon as you become aware of them and we will, in good faith, investigate for you. For more information on our charges and any issues, please see the Standard Terms and Conditions which can be viewed at www.farmside.co.nz.

- 6.20. There is a limit to the number and duration of messages that can be left on the voicemail service.
- 6.21. You may temporarily or permanently cancel a smart calling service such as Voicemail or Call Waiting by calling our Customer Services team on 0800 32 76 74. If you later want to reconnect the smart calling service a reconnection administration fee may apply.
- 6.22. Under the Farmside Voice Service, you will own the ATA (Analog Telephone Adapter). As a consumer customer under the Consumer Guarantees Act 1993, the ATA comes with guarantees that cannot be excluded under that law. For more information on your rights under the Consumer Guarantees Act 1993 see <http://www.consumeraffairs.govt.nz/for-consumers/law/consumer-guarantees-act>
- 6.23. Where a Farmside Voice Service is purchased and Farmside has provided the ATA to you at no charge, then in the event you cancel the service prior to the 3 month minimum term the ATA must be returned at your cost and in the same condition as when supplied and in the original packaging. We recommend you send the ATA back to Farmside, 8 Butler Street, Timaru, 7910 by tracked courier to reduce the risk of the ATA being lost.
- 6.24. If the ATA is not returned by Farmside within 15 days from the date of last usage, you will be charged the retail purchase price of the ATA.