

Wireless Broadband Customer Terms and Conditions

Updated: October 2016

In these terms and conditions, when we refer to “Wireless Broadband” the reference includes Wireless 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. A minimum 24 month fixed service term applies to all new Wireless Broadband connections.
- 1.3. 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 splash page and/or emailing you. If (acting reasonably) you consider that the change has a negative impact on your use of the Wireless Broadband Service you can exercise your right to cancel the Service without paying disconnection fees.
- 1.4. Billing partners include Farm Source, Farmlands, Ruralco and PGG Wrightson.
- 1.5. 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:

- 2.1. Wireless Broadband is not available in all areas and has limited coverage throughout New Zealand. Factors such as distance and interference from hills, trees and buildings may mean we are unable to deliver the Service to your address.
- 2.2. Supply of service cannot be guaranteed. Where the Service is fully installed by a professional technician, additional checks are carried out to ensure there is sufficient coverage for the Service to work. Where there is insufficient coverage you will not incur any costs for a failed install but travel charges may apply.
- 2.3. The standard full installation lead-time is 20 working days from when you place the order and is subject to stock and installer availability. This does not apply where the Service will be Self-Installed.
- 2.4. For a full installation, you are responsible for obtaining any necessary approvals and consents for the installation of the outdoor equipment, modem and cabling at your premises.
- 2.5. Where Farmside has arranged a full install of the Service, we retain ownership of the modem and outdoor equipment. 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.

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>

- 2.6. Non-Standard full Installation will incur additional labour and parts charges. Click the link below to find out whether your Installation will be standard or non-standard.

www.farmside.co.nz/Support/FarmsideNonStandardInstallations.aspx

- 2.7. Installer travel charges apply for a full installation and restore of service where a fault has been identified to be with the equipment located at your premises.
- 2.8. All plans include an Off-Peak data cap. This cap applies to usage between the hours of midnight and 6am.
- 2.9. 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.

Data Boosters secure access to a specified number of gigabytes over and above the Broadband Plan allocation from the date of purchase 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.

- 2.10. Any unused data (including Data Boosters) will not be carried forward to the following month.
- 2.11. The modem is specific to the Service and cannot be used with other broadband services. The SIM card remains the property of Farmside.
- 2.12. **Relocating** – Where the Wireless Broadband Service has been fully installed and you are relocating, you must notify Farmside Customer Services to confirm if the Service is available at the new location. Where the Service is available at your new location, a relocation fee will apply. Customer Services will advise you of the amount of the relocation fee.

If the Service is not available at your new location, you will need to cancel the Service and if you are still under a fixed term, disconnection fees may apply.

This does not apply where the Service has been Self-Installed. Please refer to the specific terms in section 4

- 2.13. **Cancellation of Fixed Term Agreement** – A minimum of 30 days' notice is required to cancel your fixed term agreement. If you are cancelling the Service prior to the expiry of the minimum term, disconnection fees will apply as outlined on the website for the Wireless Broadband and Wireless Broadband and Phone Services. <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 cancelling your Wireless Broadband Service early. However, you will not be required to pay a disconnection fee if you are cancelling your Wireless 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 Wireless Broadband Service (other than a change that results from a change in the price from a supplier for an input required for your Wireless Broadband Service); or
 - a material reduction in the Wireless Broadband Service
- 2.14. **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 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.
- 2.15. **Contract Renewal Credit** – Farmside may from time to time run a “contract renewal credit promotion”. If you do not have a fixed service term contract with Farmside, and you agree to enter into a contract with a minimum service term (such as 24 months) during a contract renewal credit promotion, you will receive a credit on the monthly plan charge. The credit will be applied only for the duration of the agreed minimum service term.
- 2.16. The Wireless 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, SKY services will not work.
- 2.17. **Change of Service** - Any changes between broadband technologies are subject to usual availability limitations. This means we are unable to guarantee that a Farmside Wireless 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 Wireless Broadband service has been connected.
- 2.18. Wireless Broadband speeds will vary depending on distance from the mobile tower, 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.
- 2.19. As the Farmside Wireless 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 Wireless Broadband Service.
- 2.20. The stability and performance of your Farmside Wireless 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.

3. Wireless Broadband and Phone

The following terms and conditions are specific to the Wireless Broadband and Phone service:

- 3.1. To be eligible for free local and national calling, you must be connected to the Wireless Broadband and Phone plan.
- 3.2. We will allocate a phone number for your use, but the number will remain the property of Farmside.
- 3.3. Calls are charged on a one minute minimum charge for all Wireless Broadband calls. Thereafter, you call will be charged by the second.
- 3.4. If you have signed up to our Wireless Broadband and Phone service, you can switch to a Wireless Broadband service (i.e no phone) without incurring any disconnection fees on 30 days’ notice. However, you must continue to pay all calling charges up to the time of when the phone part of the Service is disconnected.
- 3.5. Free 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

- 3.6. 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.
- 3.7. It is your responsibility to advise Farmside if you wish to cancel your phone 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.
- 3.8. The Wireless Broadband and Phone service is internet only and does not come with a Homeline (copper landline service). Accordingly, Services such as Fax, EFTPOS, monitored alarms, medic alarms, SKY services will not work.
- 3.9. The Service requires mains power to operate. In the event of a power failure the Wireless Broadband and Phone Service will not be available, even for accessing emergency services.
- 3.10. 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.
- 3.11. There is a limit to the number of and duration of messages that can be left on the voicemail service.

4. Wireless Broadband Service (Self-Install Option)

The following terms and conditions are specific to the Wireless Broadband (Self-Install Option).

- 4.1. The Wireless Broadband Service (Self-Install Option) is delivered using a modem only and is not available everywhere. Service availability to your home address can only be confirmed by calling the Farmside Customer Service team.
- 4.2. Installation, setup and travel charges do not apply to a Wireless Broadband Service (Self-Install Option).
- 4.3. A modem postage and handling fee applies to all modems supplied. You will own the modem.
- 4.4. A minimum 24 month fixed term agreement applies to a Wireless Broadband Service (Self-Install Option).
- 4.5. **Money-Back Guarantee** - If you are not fully satisfied with your Wireless Broadband Service (Self-Install Option), you can cancel within 30 days of activation or 45 days of receiving the modem, whichever is earlier. We will refund all rental charges invoiced during this period but you will be required to pay for any additional data (overages and boosters) and calls made.

You will be required to return the modem with the SIM Card at your cost in the same condition as when supplied and in the original packaging. We recommend you send the modem back to Farmside, 8 Butler Street, Timaru, 7910 by tracked courier to reduce any risk of the modem being lost and incurring the following charge for the modem.

If the modem is not received by Farmside within 15 days from the date of last usage, you will be charged the lost equipment fee as outlined on the website.

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

- 4.6. **Cancellation of Fixed Term Agreement** - In the event you wish to cancel your Wireless Broadband Service (Self-Install Option) after the Money-Back guarantee period, a minimum of 30 days' notice is required. If you are cancelling the Service prior to the expiry of the minimum term, disconnection fees will apply as outlined on the website for the Wireless Broadband (Self-Install Option).

The disconnection fees are a genuine pre-estimate of the loss that we will incur as a result of cancelling your Wireless Broadband Service (Self-Install Option) early. However, you will not be

required to pay a disconnection fee if you are cancelling your Wireless Broadband Service (Self-Install Option) early as a result of:

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

The modem is yours to keep but the SIM remains the property of Farmside and we may ask you to return it.

- 4.7. For billing purposes, a primary residential address must be provided when purchasing a Wireless Broadband Service (Self-Install Option).
- 4.8. Portable Modem – the modem provided with the Wireless Broadband Service (Self-Install Option) is completely portable and can be unplugged from your primary home address and temporarily connected at another location such as a bach or holiday home. Availability is dependent on coverage at the temporary location and will work as long as you can get a good signal.
- 4.9. **Relocating** - If you have the Wireless Broadband Service (Self-Install Option) and you are relocating, you must notify Farmside Customer Services to confirm if the Service will be available at the new location and provide a new billing address.
- If the Service is not available at your new location or does not work, you will need to cancel your fixed term agreement and disconnection fees may apply.
- 4.10. Under the Wireless Broadband Service (Self-Install Option), you will own the modem. As a consumer customer under the Consumer Guarantees Act 1993, the modem 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>
- 4.11. Farmside guarantees that each item provided with the self-install modem package 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.

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 the modem or other items (unless authorised by Farmside);
- the modem 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/or
- there has been misuse, abuse, accidental damage or negligent use or operation of the modem,

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

- 4.12. If the Wireless Broadband Service (Self-Install Option) will replace an existing Farmside ADSL and/or Homeline service and you have requested cancellation of those services, we cannot guarantee you will be able to connect back to the ADSL and/or Landline service if you change your mind, particularly if there are capacity issues in your area.

- 4.13. If you are a new customer to Farmside and replacing another provider's broadband and/or Landline service with our Wireless Broadband Service (Self-Install Option), you are responsible for arranging the disconnection of the broadband and/or Landline service with your existing provider. You may incur disconnection fees if you terminate your existing arrangements with another supplier - you should check with them.

We recommend that you do not disconnect your other provider's connection until you are fully satisfied that you will be continuing with our Service beyond the Money-back Guarantee period.

- 4.14. Farmside will start invoicing the Service 30 days after Service activation or 45 days of receiving the modem, whichever is earlier.
- 4.15. The Wireless Broadband Service (Self-Install Option) is delivered as a modem only service. In the event you install or have a professional technician install additional internal or outdoor aerial equipment, that equipment is not covered by these Terms, and you should have particular regard to the limits on our responsibility in clause 4.11 above.
- 4.16. **Change of Service** - A change of service from an ADSL Broadband and Wireless Broadband Service (Self Install Option) prior to completing the minimum term of your ADSL contract may incur an administration fee. You will be advised of the fee at the time of accepting a Farmside Wireless Broadband Service (Self Install Option) and if you have forgotten what the current fee is you can contact us and we will advise you.