

Tiree Broadband Terms & Conditions & Privacy Policy



What you can expect of us

We will exercise reasonable care and skill in providing the broadband services to you.

We will do what we can to always make the service available.

Unfortunately, our services can be affected by external factors entirely out with our control.

We are not able to provide services to all parts of Tiree.

We may suspend the Service temporarily and without notice in an emergency.

We may suspend the Service temporarily in order to improve, maintain or repair the Services or our network or for other operational reasons.

We will try, but cannot guarantee, to keep you informed and to keep interruptions to a minimum.

We cannot guarantee that the Services will be uninterrupted or error free. If a fault occurs, you should report it by phone, email or in writing using the contact details supplied and we will try to rectify the fault.

What we expect of you

We want you to get the most from the broadband services we provide. We do however expect you to use the broadband services responsibly and we reserve the right to terminate the agreement if you do not adhere to the terms and conditions.

All equipment that is required to provide the broadband signal to your computer network or router will remain the ownership of Tiree Broadband. We can supply you with a suitable replacement router at cost.

You should take reasonable care of the equipment and use it in accordance with any instructions, safety and security procedures applicable to the equipment.

You must not remove any of Tiree Broadband's equipment and you should take reasonable care of the equipment at your property and inform Tiree Broadband if you become aware of any circumstances that put the equipment at risk.

We recommend that all equipment provided by Tiree Broadband remains always powered on. This includes equipment installed in properties which are not occupied all year round.

The power supply makes the equipment less susceptible to poor weather. If your equipment is turned off for long periods of time, it may need replaced more regularly. We reserve the right to charge for this, at our discretion.

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On all service subscriptions we operate a “fair usage” policy. Within this policy your connection can be used by you in any way that you see fit and is compliant with appropriate legislation. Illegal use of your internet connection could result in Tiree Broadband’s entire service being disconnected from the internet.

We do not impose download limits, although in extraordinary circumstances where download volumes are, in our opinion, excessive in comparison to the average use of the network we may speak to you about your usage with a view to establishing the best course of action.

Contract Terms

Minimum period

Your agreement lasts for a minimum of 12 months after which you can terminate the agreement by giving us at least 10 days’ notice to expire at the end of the minimum term. You can terminate the agreement during the minimum period, but you will be required to pay disconnection and administration charges to do so.

We do not offer the option to pause the service. Should you wish to do that, you must terminate the agreement. Should you wish to reconnect, you must complete a new application and will be subject to any waiting list and a full connection fee. You will enter into a new minimum term agreement of 12 months.

No refunds or rebates will be given if the service is not used.

Charges

Tiree Broadband currently offers one standard tariff which costs £19.99 per month (excluding installation and equipment). It includes unlimited data usage.

Tiree Broadband will charge a £90.00 connection charge to add you to our network.

We will accept payment for the connection and first month’s charges by cheque or BACS and thereafter by Direct Debit using the provider GoCardless. You will receive the payment details following connection.

If any amount owing under the Agreement is overdue at any time, we will notify you in writing. If any amount remains overdue for more than 7 days after the date on which we notify you that an amount is overdue, then we reserve the right to suspend and/or terminate the provision of the Services.

You may be required to pay a re-connection charge if you wish to be re-connected following a suspension of the Services.

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Contract Cancellation and/or Transfer

A contract belongs to an individual and not to a property.

If a subscriber sells their property, the contract will come to an end as per current terms and conditions. There will be no disconnection fee if the contract is outside its minimum period (12 months). The new property owner must make a new application to Tiree Broadband and will be subject to any waiting list.

If a subscriber rents out the property, the contract cannot be moved to the tenant. The contract must come to an end. There will be no disconnection fee if the contract is outside its minimum period (12 months). The new tenant must make a new application to Tiree Broadband and will be subject to any waiting list.

A contract and the payment of it may be transferred to another person living within the same household, with the agreement of both parties. a £25 administration fee will apply, although this may be waived in cases of the death of the original contract holder.

Discretionary connections: The CIT Ltd Board will take a decision on a case-by-case basis for Tiree Broadband applications bypassing the waiting list if they fall under the following criteria:

- Emergency or essential Services in need of urgent connection
- Permanent island residents who cannot currently be connected by another service provider
- Permanent island residents who need a 'Basic Package' and cannot currently access an equivalent option via another service provider

Basic Troubleshooting

If you are experiencing problems with your broadband connection, please try the following 3 steps, before reporting your problem:

1. Check that it's not just your computer - if you have another computer in the house can it access the internet OK?
2. Restart your broadband equipment and wireless router. Switch off the power supply to your broadband receiver and your wireless router, wait a couple of minutes and then turn them back on.
3. Check with a neighbour. Try phoning a neighbour you know who has Tiree Broadband, to see if they are having similar issues.

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If the above steps have not resolved your problem, report the problem by emailing tireebroadband@tireetrust.org.uk or telephoning 01879 220074.

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Privacy Policy (United Kingdom)

Community Information Technology Ltd (Trading as Tiree Broadband)

Your personal data - what is it?

Personal data relates to a living individual who can be identified from that data. Identification can be by the information alone or in conjunction with any other information in the data controller's possession or likely to come into such possession. The processing of personal data is governed by the UK General Data Protection Regulation 2016/679 (the GDPR). The EU GDPR was incorporated into the UK Data Protection Act and its regulations continue to apply post-Brexit. Examples of Personal Data include:

- Your email address
- Address
- Telephone number
- IP Address
- Who are we?

As the provider of admin services to CIT, TCDT is the data controller (contact details below). Community Information Technology Ltd (Trading as Tiree Broadband) is a subsidiary of TCDT. This means we that we process your personal data in accordance with the TCDT data processing policy. (Included below)

The basis which specifically applies to Community Information Technology Ltd (TA Tiree Broadband) is that of Processing data for the performance of a contract.

How we process payments

We process payments using a Third-Party Payment Processor called GoCardless. GoCardless handle payments on our behalf. When you set up your Direct Debit, you enter into an agreement with GoCardless in relation to your data. You can read the GoCardless [Privacy and Data Policies here](#). GoCardless complies with the requirements of the GDPR.

Community Information Technology Ltd (Trading As Tiree Broadband) does not process your payment information and does not have access to your bank details.

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How does TCDT process your personal data?

TCDT complies with its obligations under [the UK GDPR] by keeping personal data up to date

by storing and destroying it securely; by not collecting or retaining excessive amounts of data

by protecting personal data from loss, misuse, unauthorised access and disclosure and by ensuring that appropriate technical measures are in place to protect personal data. We use your personal data for the following purposes:

- To enable us to provide a voluntary service for the benefit of the community as specified in our constitution
- To administer membership records
- To fundraise and promote the interests of the charity
- To manage our employees and volunteers
- To maintain our own accounts and records
- To operate the TCDT website and deliver the services that individuals have requested
- To inform individuals of news, events, activities or services running at TCDT
- To process gift aid applications
- To contact individuals via surveys to conduct research about their opinions of current issues, services or of potential new services that may be offered

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What is the legal basis for processing your personal data?

As per Article 6 of the UK DPA (2018) There are different types of basis for processing personal data. The legal bases for TCDT data processing are below.

Processing is necessary for the performance of a contract with the data subject or to take steps to enter into a contract

Employment Contracts

Contractor Contracts

Tiree Broadband Subscribers Contract (CIT Ltd)

Mooring or Berthing Contract (TCMAL Ltd)

Friends of Nadair Thiriodh (part of Tiree Ranger Service)

Processing is necessary for compliance with a legal obligation OSCR requires that we “Keep registers of charity trustees and of members “

Processing is necessary for the legitimate interests of the data controller or a third party, except where such interests are overridden by the interests, rights or freedoms of the data subject

The TCDT Constitution states ‘The Directors shall maintain a register of members, setting out the full name and address of each member, the date on which he/she was admitted to membership, and the date on which any person ceased to be a member.’

Grant Funding reporting and monitoring requirements may require that the Grantee must keep and maintain for a period of 6 years adequate and proper records and books of account

TCDT does not process or hold any Special Categories of Personal Data as per Article 9.

Sharing your personal data

Your personal data will be treated as strictly confidential and will be shared only with other

organisations to comply with a legitimate interest or a legal obligation i.e. OSCR or funders.

We will only share your data with third parties outside of the organisation with your consent.

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How long do we keep your personal data?

We keep your personal data for no longer than reasonably necessary for a period of 6 years in order to comply with our statutory and funding obligations.

Your rights and your personal data

Unless subject to an exemption [under the UK GDPR], you have the following rights with respect to your personal data:

- The right to request a copy of your personal data which TCDT holds about you
- The right to request that the TCDT corrects any personal data if it is found to be inaccurate or out of date
- The right to request your personal data is erased where it is no longer necessary for TCDT to retain such data
- The right to request that the data controller provide the data subject with his/her personal data and where possible, to transmit that data directly to another data controller, (known as the right to data portability), (where applicable)
- The right, where there is a dispute in relation to the accuracy or processing of your personal data, to request a restriction is placed on further processing
- The right to object to the processing of personal data, (where applicable)
- The right to lodge a complaint with the Information Commissioners Office (ICO)

Transfer of Data Abroad.

If the personal data is to be transferred to countries or territories outside the EU you must include details of how the data will be protected, together with details of how to obtain copies of the relevant safeguards].

Further processing

If we wish to use your personal data for a new purpose, not covered by this UK Data Protection Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions.

Where and whenever necessary, we will seek your prior consent to the new processing.

To exercise all relevant rights, queries of complaints please, in the first instance, contact us at tireebroadband@tireetrust.org.uk or at the address above.