

Wireless Broadband Customer Terms and Conditions

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 12 or 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 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
- 1.4. 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. Supply of service cannot be guaranteed.
- 2.2. Our policy is to provide you with the best broadband experience possible. In some circumstances we may be required to take reasonable action in relation to any of our services to protect our customers and effectively manage our network.
- 2.3. The Wireless Broadband Service can be self installed or a managed installation by a professional technician. Where you have a managed installation 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 installation but travel charges may apply.
- 2.4. The standard managed installation lead-time is 20 working days from when you place the order and is subject to stock and installer availability.
- 2.5. You are responsible for obtaining any necessary approvals and consents for the installation of the outdoor equipment, modem and cabling at your premises.
- 2.6. Where we have arranged a managed installation of the Service, we retain ownership of the modem and outdoor equipment (in this clause, the “Equipment”). We guarantee that the Equipment will operate in accordance with the published specifications - and that we will repair or replace the Equipment (or pay for the cost of repairing or replacing), within a reasonable time, if the Equipment does not operate as described.

However, we will not have any obligation to repair or replace the Equipment where:

- modifications, alterations, attachments or other work has been carried out any of the Equipment (unless authorised by us);
- the modem and/or outdoor equipment has been used in combination with equipment, programs, accessories or services not supplied or authorised by us;
- there has been failure to observe our 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>

- 2.7. A non-standard managed installation will incur additional labour and parts charges. Click the link below to find out whether your installation will be standard or non-standard. <https://www.farmside.co.nz/wireless>
- 2.8. A travel charge will apply for:
 - a managed installation;
 - a restore of service where a fault has been identified to be with the equipment located at your premises.
- 2.9. For plans with an Off-Peak data cap. This cap applies to usage between the hours of midnight and 6am.
- 2.10. If your RBI Wireless plan has a Peak or Off Peak datacap, 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. This does not apply to the Enhanced Broadband plan where overage does not apply and Data Boosters cannot be added.
- 2.11. 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.
- 2.12. Any unused data (including Data Boosters) will not be carried forward to the following month.
- 2.13. **Enhanced Broadband Plan** – is a 3G only uncapped plan where the maximum upload and download speed is reduced to 2mbps after 400GB of data usage per billing cycle. This plan is only available at certain locations and is subject to availability and approval. Data Boosters cannot be used with the Enhanced Broadband Plan. Our Fair Usage policy applies this plan which can be viewed at www.Farmside.co.nz/Fair Usage Policy.
- 2.14. The modem is specific to the Service and cannot be used with other broadband services. The SIM card remains the property of Farmside.
- 2.15. **Relocating** – Where the Wireless Broadband Service has been a managed installation 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 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 Service is not available at your new location, you may change to another Farmside service if available at your new location. A Change of Service charge will apply and Customer Services will advise you of the amount. If you choose not to continue with a Farmside service, you will need to cancel your current Service and if you are still under a fixed term, disconnection fees may apply.

For a Self-Installed service, please refer to the specific terms in section 4
- 2.16. **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.

www.Farmside.co.nz/DisconnectionFees

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

2.17. **Plan Changes** - You can make one plan change per billing cycle and must remain on that plan for a minimum period of one month. If you wish to change your current plan, you can do so by contacting our Customer Services team on 0800 32 76 74 or +64 3 687 9727.

2.18. **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. When upgrading from either the 200GB or 250GB plan to the Enhanced Broadband plan, any overage and booster charges owing will be carried over and payable.

2.19. **Plan Downgrades** – You can downgrade your plan once within your minimum service term.

2.20. **Contract Renewal Credit** – If you are entitled to a contract renewal credit, it will be applied only for the minimum service term agreed to with you.

2.21. 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 pay-per-view, SKY betting or similar services will not work.

2.22. **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.

If you wish to change to another Farmside Service, we will endeavour 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.

2.23. 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.

2.24. We reserve the right to manage traffic at peak times to improve the overall performance and experience among our customers, and in the case of a mass outage we reserve the right to temporarily move connections off the network. In particular, we reserve the right to prioritise specific types of traffic over other traffic at times of congestion (and for limited time periods) where we consider there will be significant customer interest in the specific type of traffic and these actions are necessary to ensure customers receive an acceptable experience.

2.25. 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.

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. Free local and national calling applies to standard person to person calls to standard New Zealand local and national numbers. Our Fair Usage policy applies which can be viewed at www.Farmside.co.nz/Fair Usage Policy.
- 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. 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.
- 3.5. 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.
- 3.6. Mobile Talk Pack minutes do not include calls made to overseas mobiles of visitors roaming in New Zealand or non-New Zealand mobiles.
- 3.7. 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.

Free Local and National calling is subject to Farmside's Fair Usage policy which can be viewed at www.Farmside.co.nz/Fair Usage Policy

- 3.9. 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.
- 3.10. 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.
- 3.11. 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 pay-per-view, SKY betting or similar services will not work.
- 3.12. 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.
- 3.13. 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.
- 3.14. 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 12 or 24 month fixed term agreement applies to a Wireless Broadband Service (Self-Install Option).
- 4.5. **Connection Guarantee** - If your Wireless Broadband Service (Self-Install option) has a signal strength of less than -110dBm(4G) or -89dBm (3G) due to insufficient coverage at your primary home address and is impacting the performance of the Wireless Broadband Service, you must call the Farmside Customer Services team. Once we have confirmed your signal strength is below the threshold, you can choose to cancel within 30 days of activation or 45 days of receiving the modem, whichever is earlier. We will refund all service 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 a lost equipment fee 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. [www.farmside.co.nz/Disconnection fees](http://www.farmside.co.nz/Disconnection_fees)

- 4.6. **Cancellation of Fixed Term Agreement** - In the event you wish to cancel your Wireless Broadband Service (Self-Install Option) after the Connection 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. **Motorhome Plan** – is for customers who are predominately “mobile” and using their Wireless Broadband service at different locations throughout New Zealand. It is not to be used in a permanent fixed location. You will need to be in RBI Wireless coverage for the service to work and can check our service coverage on our website <https://www.farmside.co.nz/coverage-check>. You must give us 30 days' notice to cancel your service, disconnection fees will not apply.
- 4.10. **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. You may be required to enter a new fixed term agreement from the date the service is available at the new location.

- 4.11. If the Service is not available at your new location or does not work, you may change to a managed installation Wireless Broadband service or another Farmside service if available at your new location. A Change of Service charge may apply and Customers Services will advise you of the amount. If you choose not to continue with a Farmside Service, you will need to cancel your current Service and if you are still under a fixed term, disconnection fees may apply.
- 4.12. 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>

- 4.13. We guarantee 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 us);
- the modem has been used in combination with equipment, programs, accessories or services not supplied or authorised by us;
- there has been failure to observe our 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.

- 4.14. 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.
- 4.15. 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 Connection Guarantee period.

- 4.16. Farmside will start invoicing the Service 30 days after Service activation or 45 days of receiving the modem, whichever is earlier.
- 4.17. 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.
- 4.18. **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.

If you wish to change to another Farmside Service, we will endeavour 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.