RIONDEL CABLE SOCIETY

TERMS AND CONDITIONS

1. Costs to be paid for by member:

- a. Initial Installation Costs
 - i. House with existing cable connection \$30
 - ii. House with no previous cable connection \$60
- b. Current rates for services provided as amended by the Board of the Riondel Cable Society from time to time.
 - i. Any change in rates or packages will be made with at least a one month advance notice to the Member by the Riondel Cable Society. The Member's continuation to accept service from the Riondel Cable Society after the effective date of any change in rates or packages will be deemed acceptance of those rates and packages
 - ii. All rates are inclusive of the applicable taxes (i.e. PST/GST)
 - iii. You can find information on our current Channel Line-up and Package Rates on our website www.bluebell.ca or by calling 250-225-3433 and requesting that we provide this information to you.
 - iv. The Member may remove or add packages at any time, however, not more than once per calendar month.
- c. If subscribing to cable television, the cost of the set top box(es) required to receive the service provided by the Riondel Cable Society.
- d. If subscribing to cable internet, a \$50 refundable deposit on the cable modem provided and maintained by the Riondel Cable Society.
 - i. The deposit will be refunded to the Member following the return of the modem and its adapter upon termination of services from Riondel Cable Society.
- e. If subscribing to internet, and the Member's total data usage for the month exceeds the limit stated for their package, a penalty of \$0.56 for each GB over that limit will be payable (called the "over usage charge"). If the Member's usage exceeds their package limit by more than 9 GB's for more than two (2) consecutive months, the Member agrees to subscribe to the next level of internet service if they are not already at the highest package.
- f. For Members subscribing to internet service for the first time, a refundable security deposit in the amount of \$100.00 will be payable against possible usage over the package limit. If, within any month, usage exceeds the package limit, the Riondel Cable Society will use funds from that security deposit to pay the over usage charges, and the Member agrees to add funds within 30 days to return the deposit to \$100. The security

deposit will be refunded to the Member after they have established a satisfactory payment record over a 12 month period.

2. Payment of Costs by the Member:

- a. The Riondel Cable Society will invoice the Member for:
 - i. the services provided to the Member, including any deposits payable
 - ii. any equipment sold to the Member
 - iii. and any installation charges applicable
- b. Invoices for the service(s) requested will be issued at the beginning of each month on a monthly, quarterly or annual basis as applicable and as requested by the Member. The Riondel Cable Society will not provide any discount to favour any term requested (i.e. no discount for annual payment).
- c. The Member agrees to pay such invoices <u>within 15 days</u> after receipt of the invoice from the Riondel Cable Society.
 - i. Payments may be made by:
 - 1. Direct deposit: Payments can be made on-line if you bank through a BC Credit Union affiliated with the Nelson & District Credit Union.
 - 2. E-transfer: Once you are logged into your banking account online, go to the "Transfers" section and create a Recipient profile:
 - a. Name: Riondel Cable Society
 - b. e-mail: riondelcable@bluebell.ca
 - c. Transfer amount: (from your invoice)
 - d. Security Question is not required as the payment will be deposited automatically to the Riondel Cable Society account.
 - 3. Cheque or Cash: Our drop-box is at the cable office (224 Fowler Street) where cheques (without envelopes) or cash payments (in an envelope with your name and amount of payment noted on the envelope) can be deposited. As well, Cheques may be mailed to us at PO Box 59, Riondel, B.C. VOB 2BO. Post-dated cheques are accepted.
 - ii. The Member agrees that if they submit a cheque which is subsequently declared an "NSF" payment by their financial institution they will be charged a penalty of \$20.00 (Twenty dollars) by Riondel Cable Society. Further, if a second NSF cheque is submitted, their payment options will then be limited to Direct Deposit, E-Transfer and Cash basis.
- d. Should the Member fail to pay the invoice by the end of the month in which the invoice is issued:
 - i. Riondel Cable Society will suspend the service(s) requested until such time as the total amount of any outstanding invoices are paid in full.

- ii. Following any service suspension for non-payment, a \$30.00 reconnection fee will be charged.
- iii. The Member agrees that this Agreement will be terminated after 60 days of non-payment.
- e. The Member agrees to provide credit references upon request from the Riondel Cable Society.
- f. The Riondel Cable Society may require the Member to pay for their requested services monthly in advance if in the Riondel Cable Society's sole determination there is a risk that the invoices for those services requested may not be paid on time, or, in the case of a new Member, until such time as the new Member has established a satisfactory payment record over a 12-month period.

3. Technical Services, including Initial Installations and Re-wiring:

- For a new installation of service to a new Member, Riondel Cable Society Technical Volunteers will be available to complete the installation within seven (7) days of the new Member's acceptance as a member.
- b. Trouble Calls for any problem with a Member's existing service, whether internet or cable television are to be made by phone to 250-225-3433 or by e-mail to riondelcable@bluebell.ca. One of our volunteers will contact the Member within 24 hours to follow up, and if a visit to the Member's premises is required to resolve the issue, the visit will be scheduled within a seven (7) day period.
- c. The Member agrees **NOT** to call any of the Riondel Cable Society volunteers at their home to resolve an internet or television problem regardless of how well you may know them.
- d. The Member agrees to contact the Riondel Cable Society for any relocation of cable they may wish to make within their premises without cost. Should the Member make any changes to the cables within their premises that affect the service quality of the system, volunteers from the Riondel Cable Society will be granted access to the premises by the Member to resolve those issues. Excessive cable relocation or any cable relocation done without the assistance of the Riondel Cable Society, may result in the Riondel Cable Society charging for the costs of the cable and equipment installed in any relocation or correction.

4. Term of Membership:

- a. Membership will remain in effect from month to month, for so long as the Member keeps their account in good standing, subject to the following:
 - i. The Riondel Cable Society may terminate membership at any time should any of the following occur:

- 1. Abuse or bullying of any volunteer of the Riondel Cable Society by the Member or anyone in the Member's premises
- 2. The Riondel Cable Society is no longer able to provide the Services requested
- The member shares their internet services with others outside of their immediate household. For clarity, this does not include short-term house guests.
- ii. A Member may terminate their membership at any time, such termination notice to include final payment of any outstanding invoices and the return of the modem and its adapter if applicable. Any set top boxes used by the Member to receive cable television remain the property of the Member.

5. Privacy Policy:

 Riondel Cable Society acknowledges that all personal information provided by its Members will be retained in a secure manner and will not be provided to any unauthorized party.

6. Miscellaneous:

- a. **Service in both French and English:** To the best of its ability, the Riondel Cable Society will endeavour to provide service in both French and English, dependant only on the ability of its volunteers at any given time being able to do so. We are not able to provide this agreement in French.
- b. Complaints: Should you have any complaints about our service, please direct them in writing to the "Board of Directors" Riondel Cable Society PO Box 59, Riondel, B.C. VOB 2BO. You may also make a complaint to the Commissioner for Complaints for Telecommunications Services. Please see their website at https://www.ccts-cprst.ca/complaints for more details.