

RIONDEL CABLE SOCIETY -- TERMS AND CONDITIONS**1. Costs to be paid by the Member:**

- a) Initial Installation Costs (New Connection)
 - i. House with existing cable connection - \$ 50
 - ii. House with no previous cable connection - \$ 100
- b) Current rates for services provided and as amended by the Board of Riondel Cable Society from time to time. Visit our website www.bluebell.ca or call our office **(250) 225-3433** for more information about our Internet and Television services and charges.
 - i. Riondel Cable Society will provide at least a one-month advance notice of any change in rates or packages for Member services. The Member's continued reception of service(s) from 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. The Member may change their internet packages at any time. The Member may remove or add television packages at any time, however, not more than once per calendar month.
- c) For a subscription to cable Internet, a \$50 refundable deposit for the modem provided to the Member and maintained by Riondel Cable Society.
- d) For a subscription to cable television, a \$100 refundable deposit for the modem, set-top box(es) and/or personal video recorder(s) provided to the Member and maintained by Riondel Cable Society.
 - i. One (1) basic Set-Top Box ("STB") will be provided at no charge to the Member. The Member can upgrade to a Personal Video Recorder ("PVR") instead for a monthly surcharge of \$10 /month.
 - ii. A monthly surcharge will be charged for any additional unit – additional STB \$10 /mo, additional PVR \$20 /mo.
 - iii. If the member has already paid their \$50 refundable deposit for cable Internet, they will be charged a further \$50 refundable deposit for the TV equipment.
- e) Any Member subscribing to Internet whose monthly data usage exceeds the stated package limit will be charged a penalty of \$0.56 for each GB over that limit (called the "over-usage charge"). If the Member's usage exceeds their package limit by more than 120 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) A new Member subscribing to Internet service will be charged a refundable security deposit of \$100 against possible usage over the package limit. The security deposit will be refunded to the Member after they have established a satisfactory payment record over a minimum 12 month period.

2. Payment of Costs by the Member:

- a) Riondel Cable Society will invoice the Member for:
 - i. the services provided to the Member, including any deposits payable
 - ii. a monthly surcharge for any PVR and/or any additional STB
 - 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.
- c) The Member agrees to pay Riondel Cable Society invoices within 15 days after receipt of the invoice.
 - i. Payment options are:
 - a) Direct deposit: Payments can be made on-line if you bank through a BC Credit Union affiliated with the Nelson & District Credit Union.
 - b) 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 Riondel Cable Society account.
 - c) 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. V0B 2B0. 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 within 15 days of receipt of the invoice:
 - 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 re-connection fee may be charged.
 - iii. The Member agrees that this Agreement will be terminated after 60 days of non-payment.

3. Covenants from the Member:

- a) The Member agrees to provide credit references to Riondel Cable Society upon request.
- b) The Member agrees to pay for their requested services monthly in advance if in 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 minimum 12-month period.
- c) The Member agrees to pay any invoice from Riondel Cable Society within 15 days of receipt of such invoice. Monthly service(s) to the Member may be subject to suspension if their account is overdue.
- d) In the event that the Member's services are suspended because their payment was not made in a timely manner as set out in sub-clause 2(c) above, the Member agrees to pay the re-connection fee of \$30.

4. Technical Services, including Initial Installations, Re-wiring and Equipment Provided:

- a) 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 service, whether internet or 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 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 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 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 Riondel Cable Society, may result in Riondel Cable Society charging for the costs of the cable and equipment installed in any relocation or correction.
- e) All equipment provided to the Member by Riondel Cable Society for Internet service and/or cable television shall be maintained by and remain the property of Riondel Cable Society. The Member may be charged for any equipment damage and/or replacement cost(s) over and above normal wear and tear.

5. Term of Membership:

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:

- a) Riondel Cable Society may terminate membership at any time in the case of the following:
 - i. Abuse or bullying of any Riondel Cable Society volunteer by the Member or anyone in the Member's premises.
 - ii. The Member shares their internet services with others outside of their immediate household. For clarity, this does not include short-term house guests.
 - iii. Riondel Cable Society is no longer able to provide the Services requested.
- b) A Member may terminate their membership at any time, such termination notice to include final payment of any outstanding invoices and the return of all equipment owned by Riondel Cable Society, including:
 - i. the modem(s) with the adapter(s) & power cord(s) if applicable, and
 - ii. any set top box or personal video recorder used to receive cable television.

6. Refunds or Charges to Terminated Members:

- a) When the modem for Internet service has been returned to Riondel Cable Society, the deposit will be refunded to the Member (\$20 or \$50 according the initial deposit paid).
- b) When the STB(s) and/or PVR(s) for cable TV service are returned to Riondel Cable Society, the deposit will be refunded to the Member, according to the initial deposit paid.
- c) All returned equipment must be in good working order or the Member may be charged for damages or replacement cost.
- d) If the Member does not return all of the equipment provided for Internet and/or cable TV service to Riondel Cable Society, the Member may be charged for the replacement cost.

7. 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.

8. Miscellaneous:

- a) **Service in both French and English:** 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 currently able to provide this agreement in French.
- b) **Complaints:** If you have any complaints about our service, please send them in writing to:
 - the "Board of Directors" Riondel Cable Society PO Box 59, Riondel, B.C. V0B 2BWritten complaints can also be sent to: - the Commissioner for Complaints for Telecommunications Services. See their website <https://www.ccts-cprst.ca/complaints> for more details.