

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) Subscription for cable Internet - \$50 refundable deposit for modem provided to the Member and maintained by Riondel Cable Society
- c) Any Member subscribing to Internet whose monthly data exceeds the stated package limit will be charged a penalty of \$0.56 per GB over that limit (the “overusage charge”). If a Member’s internet usage exceeds their package limit by more than 120 GB’s for more than two (2) consecutive months, the Member agrees to upgrade to the next level of internet service.
- d) A new Member subscribing to Internet service will be charged a refundable security deposit of \$100 against possible internet 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.
- e) Subscription for cable Television - \$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. Monthly surcharges will be applied as follows:
 - i. For each basic Set-Top Box (“STB”) - \$10 /month
 - ii. For each Personal Video Recorder (“PVR”) - \$20 /month
 - iii. If the member has already paid their \$50 refundable deposit for cable Internet, they will only be charged a further \$50 refundable deposit for the TV equipment.
- f) Current service rates are determined by the Board of Riondel Cable Society and may be amended from time to time. More information about our Internet and Television services is available on our website www.bluebell.ca or by calling our office **(250) 225-3433**.
 - 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.

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 each STB and PVR as required
 - 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 may 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. The Member agrees to pay this if so 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 Riondel Cable Society determines there is a risk that the charges for those services 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 **NOT** to call any Riondel Cable Society volunteers at their home to resolve any service issue, or any billing or suspended account issue, regardless of their relationship to a volunteer. They will instead contact the cable office about their concerns.

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

- a) Riondel Cable Society Technical Volunteers will be available to complete a new service 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 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.
- d) 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 agrees to provide a secure interior location for the equipment provided. The Member may be charged for any equipment damage and/or replacement cost(s) over and above normal wear and tear.

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. 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 power cord(s), and
 - ii. any set top box or personal video recorder with the power supply & remote control.

7. Refunds or Charges to Terminated Members:

- a) When the equipment provided for internet and/or television service has been returned to Riondel Cable Society, the paid deposit(s) will be refunded in full to the Member. The equipment includes any modem, set-top box and/or personal video recorder plus the attached adapters/ power cords and remote controls.
- 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 will be charged for the replacement cost.

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 2B
 - the CCTS - Commission for Complaints for Telecom-television Services (CCTS) CCTS is an independent agency whose mandate is to resolve complaints of consumers about their telecom and TV services, and complaints of small business customers about their telecom services, free of charge. If you have a complaint about your telephone, wireless, internet or TV service, you must first try to resolve it directly with your service provider. If you have done so and have been unable to reach a satisfactory resolution, CCTS may be able to help you. To learn more about CCTS, you may visit its website at www.ccts-cprst.ca or call toll-free at 1-888-221-1687."