

Definitions

The following definitions apply to the Agreement:

- a. “we”, “our” and “us” refers to Satellite Solutions Worldwide Ltd incorporated in England (Company registration number 6759661), which has its registered office at Satellite House, 108 Churchill Road, Bicester, OX26 4XD, United Kingdom or any of its affiliates;
- b. “you”, “your”, “yourself” and “customer” refers to the person or firm who purchases the Services;
- c. “Agreement” refers to the contract between you and us including the terms and conditions, any documents accessible via links, any other documents referred to and the contents of any corresponding order form or registration form. If any special offer applies, the Agreement shall also include the terms of that special offer;
- d. “Charge(s)” refers to any sums that are payable by you for the Services or in relation to the Equipment calculated on the basis of our Published Prices;
- e. “Competent Authority” means the Independent Regulator and Competition Authority for UK Communications Industries (“Ofcom”), any successor organisation or any other government department or regulatory body including without limitation any emergency services organisation;
- f. “Customer Equipment” means any hardware or apparatus (not being Equipment) provided and used by you in order to use the Services including all cabling and plugs;
- g. “Downgrade Fee” is a one-time payment in accordance with our Published Prices made each time that you ask us to move your Service level from a higher grade to a lower grade, limited to one request per month;
- h. “Due Date” is the date on which any particular Charge should be paid, meaning that we have received cleared payment from you;
- i. “Equipment” includes:
 - (i) The satellite transceiver, satellite dish, VSAT modem and mount;
 - (ii) Any upgrades to these items where an upgrade has been supplied to you;
 - (iii) The hardware and software otherwise covered under this Agreement; and
 - (iv) Any other items we make available to you to use or receive any of the Services;
- j. “Excluded Risk” means any of the following which give rise to an interruption of Services: interruptions of or degradations in service provision resulting directly or indirectly from atmospheric or extra- atmospheric disturbances including (without limitation) solar storms or solar flares; meteorites; temporary adverse weather conditions and cyber-attack, terrorism activity or power outages;
- k. “Installation” means the delivery, installation and demonstration of the Equipment to you by our Installers and “install” is construed accordingly;
- l. “Installer” is the person or team that we select to install and commission the Equipment if you select us to install your Equipment;
- m. “Minimum Period” is as agreed in our confirmatory e-mail;
- n. “Minimum Specification” means the specification for Customer Equipment, as revised from time to time, the current version of which is set out [here](#);
- o. “Network Quality Policy” or “NQP” means the application and measurement of data usage thresholds applied to each level of Service to ensure fair and acceptable use of the network;
- p. “NewsSpotter” means a specific package provided by us as a failover broadband service in the event your primary broadband solution fails;
- q. “Order” is the act by you requesting Services from us either through our website, by telephone, in person or in writing (including by email);

- r. "Published Prices" means any pricing information published by us from time to time on our Website or in other documentation provided to you, which includes the prices and rates for the Services and Equipment we offer.
- s. "Reseller" means any individual or organisation providing the Services or Equipment directly to Customers who obtain the Services or Equipment from the Reseller.
- t. "Sentinel" means a specific package provided by us as a failover broadband service in the event your primary broadband solution fails;
- u. "Satellite Broadband Service" means the service that allows you to access the internet (included within the Services) via satellite;
- v. "Satellite Provider" means the organisation that ultimately owns or controls the satellite that we use to provide you with the Services including any associated physical networks used in order to provide the Services, namely Tooway, SES Broadband or Avanti and other providers we may use from time to time;
- w. "Service(s)", any services accessible over the internet via the Satellite Broadband Services and any other services used by you and provided by us (including without limitation services accessed using our Equipment) which include, but are not limited to telephone and VoIP services, television streaming media and wireless services;
- x. "Software" means all proprietary and third party software supplied by us to enable you to use the Services;
- y. "Upfront Charges" means the one-off payment that covers the setting up of your account, any connection and account set-up, delivery of your Equipment (either via our Installer or through a third party), Installation, other items or hardware chosen by you with your Order, initial monthly (or periodic) Service Charges and deposits and any other Charges notified by us to you in our e-mail confirming your Order or otherwise payable under this Agreement;
- z. "VSAT modem and mount" is the satellite modem, LNB (TRIA or transceiver) and other associated electronic components but specifically excluding the satellite dish;
- aa. "Website" means any of the following depending on who your Order is with www.europasat.com; <https://www.satellitesolutionsworldwide.com/>; <http://www.internetsatellite.fr/>
- bb. "Working Day" means all days other than Saturdays, Sundays Public & Bank holidays in the country in which you use the Equipment;
- cc. "writing", "write" and "written" includes email, facsimile transmission or pdf but not SMS or text message.