

Terms and Conditions of Streaming – Home Counties Community Media CIC

Referred hereinafter as ‘Home Counties Community Media CIC’, ‘our’, ‘we’ and ‘us’; is an broadcast radio educational provider of services and support, these terms and conditions relate to our Streaming services. All customers under our service are subject to the terms and conditions described in this document. Under the terms of this agreement, signing up and/or using our service(s) in any form therefore declares that you have read, understand, and agree to the terms and conditions stated below. We reserve the right to make alterations to this document whenever we deem reasonable. It is the clients sole responsibility to check this document for updates on a regular basis.

Last Updated: 1st June 2013

Legal Notice

Your radio server should only be used to broadcast material for which you have permission from the copyright owner. Schools Radio Network does not provide any form of legal cover to individuals or companies who utilise its services to distribute content with any copyright protection. Under no circumstances will Schools Radio Network be responsible for the behaviour of its clients or users when found to be broadcasting protected content. All licensing, copyright and royalty issues are the sole responsibility of the individual clients and/or their production entities.

You hereby release Schools Radio Network from any and all claims of any nature arising from the use, or inability to use, the Internet connection. Schools Radio Network cannot review materials on our server as a matter of course, but if it comes to our attention that you are hosting or streaming material that violates our terms and conditions or UK law we will investigate and take action. The client understands and agrees that Schools Radio Network reserve the right to immediately close any account that violates our Terms and Conditions. You may not use our services to distribute adult, racist or any other un-social material.

If contacted by an authority in the event of an illegal situation regarding any of the above, we will co-operate fully in any investigations they decide to make against clients found to be breaking the law.

Schools Radio Network will make every effort possible to ensure security of client’s data, however due to the large volume of media stored, our standard costs do not include backup of data, please contact us if you would like to arrange this at an extra cost. All data is stored at client’s own risk and we will assume no responsibility for any loss, damage or corruption of files hosted on our servers.

All live streaming purchased from Schools Radio Network is limited in bandwidth by a bitrate (128 kbps). If you choose to stream above the purchased bitrate on a live server, we reserve the right to terminate your account without warning, refund or explanation. If your account is suspended because of this, we reserve the right to charge a admin fee to have it re-activated.

Payment, Cancellation and Money Back Guarantee

Our services are billed on a subscription basis unless otherwise specified. Payment will be collected on a specific billing date each month or annually depending on service. Failure to pay for services delivered may result in suspension of service and/or late payment fee’s.

Refunds are available for only 24 hours after any payment is made by a new customer, providing the service(s) provided have not been used. It is the clients responsibility to keep track of all payments made. Any refunds given will be minus any setup, admin or processing fee's.

You are not liable for any form of refund if you have breached the terms of service in any way, which includes exceeding the agreed bitrate limit and broadcasting un-suitable content.

Clients wishing to cancel our service should contact us. All cancelations must be made 1 month in writing prior to renewal, for annual or monthly packages. All services are auto renewing and will rollover on the previous package unless the above notice is given 1 month advance in writing.

Bandwidth and Resources

Schools Radio Network offers an unlimited bandwidth policy by maintaining large ratios of bandwidth per customer. In rare cases, Schools Radio Network may find a customer to be using server resources (including bandwidth, processing power and autoDJ) to such an extent that he or she may jeopardise server performance and resources available for other customers. In such instances, Schools Radio Network reserves the right to suspend or terminate that account immediately. This policy is only implemented in extreme circumstances and is intended to prevent the misuse of the servers.

Other Concerns

TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL SCHOOLS RADIO NETWORK OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

IN NO EVENT WILL OR ITS SUPPLIERS BE LIABLE FOR ANY CLAIM AGAINST LICENSEE BY ANY THIRD PARTY.

IN NO EVENT SHALL OR ITS SUPPLIERS BE LIABLE FOR THE FOLLOWING:

(I) ANY REPRESENTATION OR WARRANTY MADE TO ANY THIRD PARTY BY LICENSEE, ANY DISTRIBUTOR OR THEIR RESPECTIVE AGENTS;

(II) FAILURE OF THE PRODUCTS TO PERFORM;

(III) FAILURE OF THE PRODUCTS TO PROVIDE SECURITY;

(IV) THE RESULTS OR INFORMATION OBTAINED OR DECISIONS MADE BY END USERS OF THE PRODUCTS OR THE DOCUMENTATION. THIS LIMITATION OF LIABILITY IS AN ESSENTIAL PART OF THE BARGAIN UNDER THIS AGREEMENT.