

# Broadband Service Terms for Residential Customers

November 2019

We are Gigaclear Ltd a company incorporated in England with Company registration number 07476617. Our registered office is at Building One, Wyndyke Furlong, Abingdon, Oxon OX14 1UQ.

You are our Customer, your name and contact details are on the Order Confirmation. The address for delivery of the Service is the address stated on the Order Confirmation. You are not a business and are not intending to use our Service wholly or mainly for business purposes. You will be responsible for paying the charges for our Service.

These are the terms and conditions on which we supply our broadband Service to you: please read them carefully. These terms tell you who we are, how we will provide our broadband Service to you, how you and we may change or end the contract, what to do if there is a problem and other important information. Use of our broadband Service is subject to our [Acceptable Use Policy](#) and our [Privacy Policy](#) which you can read on the Gigaclear Website.

If the fibre broadband network has not yet been installed at your property, we will make the necessary arrangements and we will contact you with further information.

**How to contact us.** You can contact us by telephoning our customer care team at 01865 591131 or by emailing us at [support@gigaclear.com](mailto:support@gigaclear.com) or by writing to us at Building One, Wyndyke Furlong, Abingdon, Oxon OX14 1UQ or by using the form on the 'Contact us' page of our website.

**How we may contact you.** If we need to contact you regarding your Service, we will do so by phone or by writing to you at the email address or postal address you provided to us in your order. We may send customer service announcements to you by email or SMS text message. Please ensure that you tell us immediately if any of your contact details change.

**"Gigaclear Network Equipment"**. The equipment we install from the Connection Point outside your property to the internal network termination point which enables connection to our network and remains our property at all times. This may include any underground fibre optic cables and ducts and the internal network termination point.

**"Router Equipment"**. The equipment we supply to you as an essential part of providing the Services (including upgrades or replacements) which will be our property at all times. This may include the broadband router, power adaptor and ethernet cables.

**"Service"**. This means the Gigaclear broadband service ordered by you and provided by us as shown in your Order Confirmation.

**"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

**"Working days"**. Where we use the phrase 'working days' this excludes Saturdays, Sundays and public holidays.

## 1. Our Contract

1.1 **How to place an order for our Service.** Residential customers order our Services either with one of our Gigaclear representatives in person or by phone, or through our website. We can only accept orders for areas where our Service is available or is about to be available because the network build has started.

1.2 **How we will accept your order.** Our acceptance of your order will take place when we email your Order Confirmation at which point a contract will come into existence between you and us.

1.3 **What you have ordered.** Your Order Confirmation contains all the details of the broadband Service you have ordered which we agree to supply to you, according to these terms and conditions.

1.4 **Your contract with us is subject to a Minimum Term.** The length of the Minimum Term is shown on your Order Confirmation, starting from your Activation Date. You must keep and pay for the broadband Service for the whole of the agreed Minimum Term, unless you or we are allowed to end this contract earlier.

1.5 **Your right to cancel.** You have the right to cancel your order by contacting Customer services within 14 days from the day after the day on which you receive your Order Confirmation. You must put your request in writing.

You may use the form which we emailed to you with your Order Confirmation to do this. **Please note** that if you request activation of your Service within the cancellation period and we have started to provide the broadband Service, you will have to pay us the cost of the broadband Services you've received up to the point when you notify us of cancellation, including the Activation Fee (if applicable). If you cancel your order within the cooling-off period and we've provided you with Router Equipment, the contract won't end until you've returned the Router Equipment. The following will also apply:

- (a) You must return the Router Equipment which you have been provided within 14 days of cancelling your order using the pre-paid packaging we have provided. You will be responsible for the costs of returning the Router Equipment we have provided to us and we may charge you our direct return costs.
- (b) If you don't return the Router Equipment within 14 days, we will charge you for any non-returned Router Equipment. For more information, please see our price guide for details on these charges.
- (c) You must keep the Router Equipment that we have provided to you safe until it is returned. You may have to pay for any loss in value as a result of unnecessary handling by you.

1.6 **Your customer number.** We will assign a customer number to your order and tell you what it is when we accept your order. It will help us if you can tell us the customer number whenever you contact us.

1.7 **We only operate in the UK.** Our website and marketing material is solely for the promotion of our Service in the UK.

## 2. Installation

2.1 **We will contact you to arrange the network installation.** When the Connection Point outside your property is live, we will contact you to arrange for one of the approved network installers to install and configure the Gigaclear Network Equipment and Router Equipment you need to use our Service at a time which suits you. All installation technicians work to the agreed standards for the Gigaclear Network using approved equipment.

2.2 **The installation team will have your contact details.** This is so that they can contact you to let you know when they will arrive, or to deal with any unexpected problems or delays. You can contact our support team at any time if you have a query about your installation.

2.3 **Access to your property.** If you do not allow the installation team to access your property as arranged (and you do not have a good reason for this) the installation may be cancelled.

2.4 **Non-standard installations** These are bespoke projects which have specific requirements because of the length of the access route or surfaces which require special techniques to dig and re-instate (see our Installation Guide for more details). Non-standard installations are outside the scope of our free installation

service and will require a separate on-site visit by an installation technician who will prepare a written estimate of the installation cost. We will discuss the installation cost with you before the installation can commence. If you agree to go ahead with the installation, the installation charges will be confirmed to you in writing and once the network is installed then our Service can be delivered to you according to your order. The agreed installation charge will be taken as part of your first monthly payment.

- 2.5 **The technician will carry out a risk assessment before commencing work.** More information is available in 'Your Gigaclear Installation' about the safety requirements for installations. If the technician decides that it is not possible to carry out the installation safely, or if there is no one over the age of 18 present at the property, you will be informed and given the opportunity to make alternative arrangements.

**Changes to your requirements.** Please note that if you change your requirements, this may affect your eligibility for a standard installation. If there has been an error in assessing the criteria for your installation, which means you do not qualify for standard installation, the technician will inform us and we will discuss and agree with you how to proceed and the charges which may apply.

- 2.6 **If the installation cannot be carried out as arranged.** The technician will do everything possible to achieve your installation at the arranged time, but if it is not possible to continue with the installation because of safety issues, the complexity or the materials required, the technician will inform us and will ask you to confirm your acceptance that a further appointment will be required. We may charge you reasonable costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract.

- 2.7 **Our rights under the Communications Act 2003.** By ordering and requesting installation of our Service, you agree that the Gigaclear Network Equipment placed on your property with your permission will remain, including the internal network termination point installed in your property, irrespective of whether you or anyone who purchases your property takes Services from us. You should ensure that any future purchaser of your property is made aware that the property is connected to our network and the location of Gigaclear Network Equipment.

### 3. Activation

- 3.1 **Activation Date.** Once your order is confirmed and the Service is installed (if applicable) we will activate your Service. As soon as we have activated your Service, (your 'Activation Date') you may be charged a one-off Activation Fee, and our monthly charges will start to apply, as shown on the Order Confirmation. This is also when the Minimum Term starts (see clause 4.2 below).
- 3.2 If our fibre broadband network is already installed at your property prior to you placing an order for Service, we will provide you with the necessary Router Equipment to use the Service together with set-up instructions and details of how we will activate your Service. As soon as we have activated your Service, (your 'Activation Date') you may be charged a one-off Activation Fee, and our monthly charges will start to apply, as shown on the Order Confirmation. This is also when the Minimum Term starts (see clause 4.2 below).

### 4. Our charges and your payments

- 4.1 **How we calculate our monthly charges.** The amount you pay for our broadband Service depends on the level of Service you have ordered and is shown as a monthly amount, including VAT on your Order Confirmation, payable in advance. Payments must be made by direct debit. Your **first** payment will include the Activation Fee (if any) and, where applicable, charges for non-standard installations.

- 4.2 **Minimum Term.** You agree that you will be tied in to accept and pay for our Service for a Minimum Term which is measured from the Activation Date (for new orders) or from the date of the Order Confirmation (for changes and upgrades). The Minimum Term which applies to your order is shown on your Order Confirmation. If you end the contract during the Minimum Term, you may have to pay an Early Termination Charge. To understand how to end this contract and the rights and responsibilities you have, please read clause 9.
- 4.3 **After the Minimum Term ends.** The amount you pay for your broadband Service will not change during the Minimum Term. Your Service will continue after the Minimum Term, unless you choose to end the contract, but price changes may apply – see paragraph 4.4 below.
- 4.4 **Price changes.** We may review our charges at any time but any price changes will not apply to contracts which are still within the Minimum Term. If our prices are to change, we will give you at least one month's notice and you will be entitled to contact us to terminate our contract in the event that you do not agree to accept our price changes (see clause 9 below).
- 4.5 **Changes and Upgrades.** If you decide to change or upgrade your Service, we will tell you what your new monthly charges will be and ask you to confirm that you accept those (see clause 8.1 Your right to make changes). Any Minimum Term which applies to your new Service will commence when we confirm your new order.
- 4.6 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the Activation Date, or during the time we are supplying Services to you, we will adjust the rate of VAT that you pay and show this on your bill.
- 4.7 **3<sup>rd</sup> party charges.** We are not responsible or liable for any 3<sup>rd</sup> party charges from other organisations (such as telephone or content providers) which you may incur while using the Services.
- 4.8 **If you do not pay.** If you do not pay us for our Services when you are supposed to and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice (see clause 4.10).
- 4.9 **We can charge interest if you pay late.** If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. You will also be responsible for paying all reasonable costs of debt recovery proceedings we incur to recover any debt you owe under this contract, including fees charged by any debt collection agency we use.
- 4.10 **What to do if you think we have made a mistake in our charges.** If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

## 5. Using our Service

- 5.1 **Acceptable use.** You agree to abide by our [Acceptable Use Policy](#). You may only use our Service for lawful purposes. You agree that we may intermittently monitor your use of our Services including data volume and type of traffic (whether authorised by statute or other legislation or otherwise) to ensure lawful use and to assist our traffic management. If you use the Service improperly, negligently or in a way which interferes with other

customer's use of the Service, we may exercise our right to suspend your use of our Service (see clause 6 below) or end our contract (see clause 9 below). We may immediately remove any material placed on our servers by you or other users which breaches this contract or is otherwise harmful to our interests or the interests of our other customers.

- 5.2 **Liability for breach of Acceptable Use policy.** You agree that you are responsible for all use of our Service, whether you gave your permission or not. For example, if someone has access to your home and uses the Services, we would consider them to be within your control and you could be liable for unlawful use such as illegally downloading or transmitting copyright material. You should only allow access to your wi-fi and home network to people you trust and you must accept responsibility for their use of our Services.
- 5.3 **Faults.** The Router Equipment we supply to you to connect to our Service remains our property. You are responsible for maintaining all the Router Equipment we supply to you in good order. You should also ensure that you are aware of the installation route of the Gigaclear Network Equipment across your property and draw this to the attention of any third party doing work on your property. If you report a fault which we trace within your property boundary, we will make an appointment to carry out repairs or replace faulty Router Equipment or Gigaclear Network Equipment but if, in the reasonable opinion of the engineer, the fault was caused by damage to the Router Equipment or the Gigaclear Network Equipment, then a charge may be made. If you haven't returned any Router Equipment within 30 days of us giving you a replacement, we may suspend the supply of your Service until the Router Equipment is returned or recover our costs of any non-returned Router Equipment.
- 5.4 **If there is a fault on the wider network.** When we become aware of a network fault outside your property boundaries we will do our best to ensure it is diagnosed and repaired within 3 working days.
- 5.5 **We cannot guarantee fault-free performance.** Due to the shared use of networks and factors outside our control such as access to 3rd party content and services, your internet access availability and speed may vary from time to time. In addition, the speed and limitations of wi-fi (your router position, wall thickness, device capability etc) may affect the actual speed that you experience.
- 5.6 **How to tell us about problems.** If you have any questions or complaints about our broadband Service, please [contact us](#) (our contact details appear on page 1 of these terms).
- 5.7 **IP addresses.** Unless you arrange with us to have a static IP address (additional charges may apply), the internet address allocated to you may be varied at any time. It will at all times belong to us. You may not sell or agree to transfer the internet address to any person. We grant to you a non-transferable licence to use the Internet address while you receive internet access from us which will end if this contract ends.

## 6. Suspending the Services

- 6.1 **Your rights if we suspend the Service because of our actions** We may have to suspend the supply of your Service
- (a) to deal with technical problems or make minor technical changes;
  - (b) to update the Service to reflect changes in relevant laws and regulatory requirements;
  - (c) to make changes to the Service as requested by you or notified by us to you (see clause 8);
- 6.2 We will do our best to ensure that necessary maintenance and support work is carried out overnight and we will do our best to give you reasonable warning by email prior to such work being carried out, although this may not always be possible if the problem is urgent or an emergency. If the suspension lasts for more than 3 working

days, we will adjust the price so that you do not pay for Services for any period of suspension beyond 3 working days. Any adjustment will appear as a credit on your next bill.

**6.3 Your rights if we suspend the Service because of your actions** We may have to suspend the supply of your Service

- (a) if you do not pay (see clause 4.8);
- (b) if you misuse our network or do not comply with our Acceptable Use Policy (see clause 5);
- (c) if you break our contract, or any laws which apply to the use of our network.

**6.4** If we suspend the Service because of your actions or failure to pay, we may charge you for re-activating your Service at the end of the period of suspension.

## **7. Our responsibility**

**7.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen. We are not responsible for any loss or damage to your own equipment caused by the use of our Service to access the internet.

**7.2 You are responsible for your equipment.** We are not responsible if you are not able to use the Services because your equipment (for example, any PC, mobile device, network interface card, printer, switch, local area network or other equipment) does not work properly, is not compatible with the system, does not conform to the relevant standard or does not meet the minimum specifications or because of faults in any 3<sup>rd</sup> party networks over which we have no responsibility.

**7.3 We are not responsible for information passing over our network.** We have no control over the data which passes to you or from you over the internet, and we are not responsible for any loss or damage to that data.

**7.4 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services including the right to receive Services which are: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; and supplied with reasonable skill and care.

**7.5 We are not liable for business losses.** The Services provided to you under this contract are only for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## **8. Changes to our contract**

**8.1 Your right to make changes.** If you wish to make a change to the Service which you have ordered, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Service, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 9).

**8.2 Minor changes to the Service.** We may change the Service:

- (a) to reflect changes in relevant laws and regulatory requirements and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat.

In the unlikely event that these changes have an impact on your use of our Service you should contact us for an explanation of the reason for the change and to discuss the impact.

- 8.3 **More significant changes to the Service and these terms.** In addition, we may make changes to our prices (see clause 4.4) or other aspects of our contract but if we do so we will notify you and you may then contact us to end the contract before the changes take effect.

## 9. Your rights to end the contract

- 9.1 **You can always end your contract with us.** Your rights when you end the contract will depend on how we are performing and when you decide to end the contract – the consequences in each situation are explained below in clauses 9.2 – 9.4. For your rights to end the contract during the initial cancellation period see clause 1.5 above. Clause 10 explains what you need to do to end the contract.

- 9.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (d) below the contract will end and we will refund you in full for any Services which have been paid for but have not been provided (if applicable). The reasons are:

- (a) we have told you about an upcoming change to the Service or these terms which you do not agree to (including a change to our prices -see clause 4.4) and you have given us notice to end the contract;
- (b) we have made an error in the price or description of the broadband Service you have ordered and you do not wish to proceed;
- (c) we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 28 days; or
- (d) you have a legal right to end the contract because we have broken the contract.

- 9.3 **Ending the contract during the Minimum Term.** If you end your contract during the Minimum Term (other than where you have a right to end it – see clause 9.2 above) then we may charge you an Early Termination

Charge up to the amount of the remaining charges for the Minimum Term and the cost of any non-returned Router Equipment. If you give us 1 months' notice to end the contract at the end of the Minimum Term and return our Router Equipment provided to you to use the Service, then no Early Termination Charge and non-return of Router Equipment charges will apply.

- 9.4 **Payment of Early Termination Charge.** We may charge this amount directly to your next bill. By entering into this contract, you are authorising us to do this. We will give you reasonable notice in writing before making these charges. Further information about Early Termination Charges can be found [here](#).

- 9.5 **Ending the contract after the Minimum Term.** If we are not at fault and none of the reasons listed in clauses 9.2 apply, you must give us 1 months' notice. The contract will not end until 1 calendar month after the day on which you contact us. For example, if you tell us you want to end the contract on 4 February we will continue to supply the Service until 3 March. We will only charge you for supplying the Service up to 3 March and will refund any sums you have paid in advance for the supply of the Service after 3 March. All Router Equipment provided for the Service is to be returned as described in clause 12.

## 10. How to end the contract with us

10.1 **Tell us you want to end the contract.** To end the contract with us, please contact us in writing or if you are ending the contract because you have changed your mind within the initial cancellation period, you can use the form we sent you with your order confirmation.

10.2 **How we make any refunds which are due to you.** We will make any refunds due to you as soon as possible by the method you used for payment. If you are exercising your right to cancel then any refund due (less any deductions due to us) will be made within 14 days of your telling us you have changed your mind.

## 11. Our rights to end the contract

11.1 **We may end the contract if you break it.** We may end our contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; (see clause 4.8)
- (b) you use our network in breach of our Acceptable Use Policy or do any of the things described in clauses 5.1.
- (c) you or anyone you authorise to deal with us on your behalf act in an unreasonable manner or in a way towards our staff or agents which we reasonably consider to be inappropriate and sufficiently serious to justify ending this contract.

11.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 11.1 we will refund any money you have paid in advance for any Services which we have not provided but we may deduct or charge reasonable compensation for the net costs which we may incur as a result of your breaking the contract. If we have to end the contract during the Minimum Term because you have broken it, we are entitled to charge you for the remainder of that term and for the costs of any non-returned Router Equipment.

## 12. Return of Router Equipment

12.1 When this contract ends for any reason, or you cancel your order within the initial cancellation period, you must return to us in the manner we request any relevant Router Equipment we supplied to you to connect to the Services within 14 days of the end of your contract or cancellation under clause 1.5:

**Returns, Gigaclear Ltd, Building One, Wyndyke Furlong, Abingdon, OX14 1UQ.**

12.2 You are responsible for the costs of returning any Router Equipment we have provided and for ensuring that the Router Equipment reach us in good working order and is not damaged. If you don't return the Router Equipment within 14 days, we will charge you the full replacement value and/or a non-returned Router Equipment cost using your usual method of payment. For more information, please see our price guide for details on these charges

12.3 We will test any returned Router Equipment and if any are damaged other than through fair wear and tear, we will charge you the full replacement value and may recover those charges using your usual method of payment. For more information, please see our price guide for details on these charges

12.4 Please note that any Gigaclear Network Equipment installed will remain on the property and is not to be returned as described in clause 2.7.

## 13. Moving home outside of or within the Gigaclear Network area

13.1 If you are moving to an address that is not within a Gigaclear Network service area during the Minimum Term



then you will not have to pay any Early Termination Charge, subject to you providing proof of your home move and completion of our Moving House Form. For more information, please see our moving home policy [here](#). Please note you will be required to return any Router Equipment we have provided for you to connect to the Services as described in clause 12.

- 13.2 If you move to an address within the Gigaclear Network area during the Minimum Term and we are able to provide the Services to you at your new address, then you will not pay any Early Termination Charges providing you agree to a new Minimum Term for your Services at your new address and the new order for Service is not cancelled within the initial cancellation period. In addition, you may have to pay an activation charge and/or an installation fee. If you decide that you do not wish to continue with the Services at your new address and you are within your Minimum Term then Early Termination Charges may apply up to the amount of the remaining charges for the Minimum Term. You must also return any Router Equipment we have provided for you to connect to the Services as described in clause 12.

## 14. Privacy & Data Protection

- 14.1 **How we will use your personal information.** We will use the personal information you provide to us in accordance with our [Privacy Policy](#) which is available for you to read on our website:
- 14.2 **Please note** that we may monitor and record phone conversations which you have with us so that we can shape our training and compliance.

## 15. Other important terms

- 15.1 **We may transfer this contract to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 15.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. If you are moving house, please [contact us](#).
- 15.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 15.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 15.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English/Welsh courts.
- 15.7 **Complaints and alternative dispute resolution.** If you are unhappy with our Service, we will do our best to put things right – please see our [Customer Complaints Code](#) for more information about how we handle

complaints and the Ombudsman service available. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.