

Ultrafast Fibre from Gigaclear.

Broadband Service
Terms for Residential
Customers

Broadband Service Terms for Residential Customers

Contents

Broadband Service Terms for Residential Customers	3
1. Our Contract	4
2. Service Activation	5
3. Our charges and your payments	6
4. Using our service	8
5. Suspending the services	10
6. Our responsibility	11
7. Changes to our contract	12
8. Your rights to end the contract	12
9. How to end the contract with us	14
10. Our rights to end the contract	14
11. Privacy & Data Protection	15
12. Other important terms	16

Broadband Service Terms for Residential Customers

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 you need us to install our service at your property, we include that on the order and you will also receive some extra terms covering the installation of our service at your property - we will refer to that document as the 'Installation Terms' and to these terms as 'Service Terms'.

We are Gigaclear plc a company incorporated in England with Company registration number 07476617. Our registered office is at Windrush Court, Abingdon, Oxfordshire, OX14 1SY.

You are You are our customer, your name and contact details are on the Order Confirmation, to order our service for your property, at 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.

How to contact us. You can contact us by telephoning our customer care team at 01865 591131 or by emailing us at info@gigaclear.com or by writing to us at Windrush Court, Abingdon, Oxon OX14 1SY or by using the form on the 'Contact us' page of our website.

How we may contact you. If we need to contact you, we will do so by telephone 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.

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

1. Our Contract

- 1.1 **How to place an order for our service.** Residential customer 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 we have planned to build a network in your area.
- 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 type of 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 the broadband service for the whole of the agreed Minimum Term, unless you or we are allowed to end this contract earlier.
- 1.5 **Cooling Off Period.** 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.
- 1.6 **If you want our service to be installed before the end of the cooling off period.** If you have ordered installation services or an Installation Kit and you want us to proceed with your installation

or send the Kit before the cooling off period described above has expired, you must instruct us to do this in writing. If you do so, and we commence our installation services or dispatch the Kit, you will have no right to end the contract, except for a reason listed in clause 8.

- 1.7 **Please note** that where your service is already installed and we have started to provide the broadband service during the cooling off period, 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.
- 1.8 **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.
- 1.9 **We only operate in the UK.** Our website and marketing material is solely for the promotion of our service in the UK.

2. Service Activation

- 2.1 **If you have placed an order before our network is live in your area,** we will keep in touch to let you know about the progress of our works and you can check our website which will be regularly updated. We will let you know once the Connection Point outside your property is live (the Connection Point Live date) so that you can arrange for installation of our service into your home.
- 2.2 **Installation of our service at your property.** If you have chosen to use the Gigaclear installation service, the terms of this are set out in the separate document 'Installation Terms' which we will email to you with your order confirmation, if it applies to you. If you choose to make your own arrangements, we will supply an Installation Kit but we are not responsible for loss, damage or inability to connect to our broadband service arising from any non-Gigaclear approved installation.

- 2.3 **Activation Date – Gigaclear Installation.** 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 will 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 3.2 below).
- 2.4 **Activation Date – Other Installation Service.** Once your order is confirmed we will dispatch the Installation Kit required for you to arrange your own installation of our service into your home. The Installation Kit includes the router and cable to the length you have specified in the Order Confirmation. If this figure is incorrect and you need additional cable, there will be an additional charge for this. If the Kit is damaged during the installation, a charge will be made for any replacement elements. Your Activation Date will be the earlier of the date 14 days after we dispatch your Installation Kit or the date when you activate your connection to our network using the Kit. On your Activation Date you will 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 3.2 below). If you do not connect and activate your service and we have not agreed an alternative Activation Date with you in writing, we will end the contract and require you to return the Installation Kit to us immediately.
- 2.5 **Our apparatus.** We provide our services over apparatus (fibre optic cables and related equipment) which is placed in the public highway and in private property using rights granted to us under the part of the telecommunications legislation known as the Electronic Communications Code.
- 2.6 **Grant of permanent Wayleave.** You accept that when our apparatus was installed on your property in order to connect your property to our network, a permanent Wayleave was granted to us under the Electronic Communications Code. This permits us to place apparatus on your property and permits us to keep it

there and maintain it. You should ensure that any future purchaser of your property is made aware of the existence of this Wayleave and the position of our apparatus

3. Our charges and your payments

3.1 **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 be made up as follows:

- (a) the amount calculated for the remainder of the month which includes your Activation Date plus
- (b) the amount for the next month plus
- (c) the one-off Activation Fee plus
- (d) your one-off Gigaclear installation charges (where applicable) (see our Installation Terms for information about how these charges are calculated).

If you decide to 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 7.1 Your right to make changes).

3.2 **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. 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 8.

3.3 **Price changes.** We review our charges annually and any price changes take effect from 1st January each year. Any increase in price will be limited to 2% above the Retail Price Index in June of the year prior to the January in which the increase takes effect.

We will give you at least one month's notice of any changes to our prices 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 8 below).

- 3.4 **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.
- 3.5 **3rd party charges.** We are not responsible or liable for any 3rd party charges from other organisations (such as telephone or content providers) which you may incur while using the services.
- 3.6 **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 3.8).
- 3.7 **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.
- 3.8 **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.
- 3.9 **Customer Portal.** You must provide us with a valid and current email account to enable us to provide you with access to our customer portal. We will do our best to ensure that access to

our system is not disrupted, and we may decide at any time to make changes to the customer portal at our discretion.

- 3.10 **If you become aware of any fraud**, you must tell us as quickly as you can. You should not give the login details or your password to our customer portal to anyone else. If your password becomes known to any other person, you must immediately tell us and the password will be changed. We may change your password from time to time for security reasons without prior notice.

4. Using our service

- 4.1 **Acceptable use.** You agree to abide by our Acceptable Use Policy. You may only use our network 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 our network improperly, negligently or in a way which interferes with other customer's use of our network, we may exercise our right to suspend your use of our network (see clause 5 below) or end our contract (see clause 8 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.
- 4.2 **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 network to people you trust and you must accept responsibility for their use of our services.

- 4.3 **Equipment.** The router, wall box and drop cables we supply to you to connect to our service remain our property. You are responsible for maintaining all the equipment we supply to you in good order. We will repair or replace faulty equipment but if, in the reasonable opinion of our engineer, the fault was caused by damage, then a charge will be made.
- 4.4 **If there is a fault on our network.** When we become aware of a fault on our network, we will do our best to diagnose and repair it within 3 working days.
- 4.5 **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 of our service may vary from time to time. In addition, the speed and limitations of your equipment (your router position, wall thickness, device capability etc) may affect the actual speed that you experience.
- 4.6 **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).
- 4.7 **IP addresses.** We may vary the internet address we allocate to you at any time and 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.

5. Suspending the services

- 5.1 **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 7);
- 5.2 We will do our best to carry out necessary maintenance and support work between midnight and 07:00 and we will do our best to give you at least five days 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 days because of our actions, we will adjust the price so that you do not pay for services for any period of suspension beyond 3 days. Any adjustment will appear as a credit on your next bill.
- 5.3 **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 3.6);
 - (b) if you misuse our network or do not comply with our Acceptable Use Policy (see clause 4);
 - (c) if you break our contract, or any laws which apply to the use of our network.
- 5.4 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.

6. Our responsibility

- 6.1 **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, for example, if you discussed it with us during the sales process. We are not responsible for any loss or damage to your own equipment caused by the use of our service to access the internet. We are not

responsible for any loss, damage or inability to connect to our broadband service arising from any non-Gigaclear approved installation.

- 6.2 **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 3rd party networks over which we have no responsibility.
- 6.3 **We are not responsible for information passing over our network.** We have no control over the data which passes from you or from you over the internet, and we are not responsible for any loss or damage to that data.
- 6.4 **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.
- 6.5 We are not liable for business losses. We only supply the services 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.

7. Changes to our contract

- 7.1 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 8).

7.2 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.

7.3 More significant changes to the Service and these terms. In addition, we may make changes to our prices (see clause 3.4) 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.

8. Your rights to end the contract

8.1 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. For your rights to end the contract during the cooling off period see clause 1.5 above. Clause 9 explains what you need to do to end the contract.

8.2 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 3.3) 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 or the installation 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.

8.3 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 8.2 above) then we may charge you an Early Termination Charge up to the amount of the remaining charges for the Minimum Term. If you give us 1 months' notice to end the contract at the end of the Minimum Term, then no Early Termination Charge will apply.

8.4 **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. For further information about Early Termination Charges, please contact Customer Services.

8.5 **Ending the contract after the Minimum Term.** If we are not at fault and none of the reasons listed in clauses 8.2 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.

9. How to end the contract with us

- 9.1 **Tell us you want to end the contract.** To end the contract with us, please contact Customer Services in writing or if you are ending the contract because you have changed your mind within the cooling off period, you can use the form we sent you with your order confirmation.
- 9.2 **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 change your mind in the cooling off period, then any refund will be made within 14 days of your telling us you have changed your mind.

10. Our rights to end the contract

- 10.1 **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 3.6)
 - (b) you fail to activate our service within 28 days of dispatch of the Installation Kit (see clause 2.4 above)
 - (c) you use our network in breach of our Acceptable Use Policy or do any of the things described in clauses 4.1.
- 10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 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.

11. Privacy & Data Protection

- 11.1 **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:
- (a) to supply the services to you;
 - (b) to process your payment for the services;
 - (c) to provide you with service information and updates, including information about temporary problems with our network;
 - (d) to enable us to administer your account, for credit scoring, customer services, billing, training, tracking use of our services, profiling your usage and purchasing preferences for so long as you are a customer and for as long as is necessary for these specified purposes after our contract ends; and
 - (e) to give you information about similar services that we provide, but you may stop receiving this at any time by contacting us.
- 11.2 We may occasionally use third parties to process your personal information in the ways outlined above. These third parties are permitted to use the data only in accordance with our instructions and in compliance with all applicable laws and regulations. These third parties may occasionally process your data outside the European Economic Area. If we do use 3rd parties to process your data, we will put a contract in place to ensure that your information is properly protected
- 11.3 We will only give your personal information to third parties (outside of our group of companies) where you have consented (for example in order to arrange telephone services through one of our partners) or where the law either requires or allows us to do so.
- 11.4 We may monitor and record phone conversations which you have with us so that we can shape our training and compliance.

12. Other important terms

- 12.1 **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.
- 12.2 **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.
- 12.3 **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.
- 12.4 **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.
- 12.5 **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.
- 12.6 **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.

12.7 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 www.gigaclear.com/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.

We hope that this information was helpful and we look forward to seeing you soon and connecting you to our Ultrafast Gigaclear network

Any questions?

Get in touch with our team for a chat. We'll talk you through the next steps and answer any questions you may have.



01865 591131



info@gigaclear.com



[Gigaclear.com](https://www.gigaclear.com)



Gigaclear plc
Windrush Court
Abingdon
Oxon
OX14 1SY

Reg. No. 7476617

Gigaclear
Ultrafast Fibre Broadband