

Ultrafast Fibre from Gigaclear.

Installation Terms for
Business Customers

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Installation Terms for Business Customers

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 a Business Customer; the name and contact details on the Order Confirmation belong to a person authorised to enter into contracts for your business and accept liability to pay our installation charges. The address stated on the Order Confirmation is the location where our service is to be installed. If your registered office is at a different location, please specify this.

You can contact us by telephoning our field support team at 01865 591121 or by emailing us at FieldSupport@gigaclear.com.

These terms are supplementary to our main Terms and Conditions of Broadband Service for Business Customers ('Service Terms') made available to you with your Order Confirmation.

1. Our Contract

- 1.1 The Order Confirmation describes the details and prices of the installation service which you require. You accept that by submitting an order via our website or by signing a Service Agreement Form you have placed an order with us for that installation service according to these terms and conditions.
- 1.2 Our acceptance of your order for installation services will take place when we email your Order Confirmation and forms part of the Contract between us described in the Service Terms.

2. The Installation

- 2.1 Your installation will be carried out either by one of our own Gigaclear installation teams, or by one of our trusted partners, who carry out installations on our behalf. All installers work to our agreed standards using our approved equipment. There must be someone over the age of 18 at the premises during the installation.

- 2.2 We will configure and install items to the specification agreed with you and detailed on the Order Confirmation.
- 2.3 We will use reasonable care and skill in performing such installation/configuration and we will perform the installation service within a reasonable time.
- 2.4 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, you will be informed and given the opportunity to make alternative arrangements.
- 2.5 We are not responsible for delays outside our control. If an installation has been arranged, but is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.
- 2.6 If we are unable to access the premises to perform the services as arranged, we will charge you additional costs incurred by us as a result.

3. Calculation of Installation Charges

- 3.1 The amount you pay for our installation service is banded according to the installation service you have ordered and is shown on your Order Confirmation.
- 3.2 Band D properties (special projects) will require an on-site visit by one of our technicians who will prepare a written estimate for the installation cost which you will be asked to agree.
- 3.3 Payment of all charges for installation as stated on the Order Confirmation will be invoiced together with your first month's charges for our broadband service and must be paid by direct debit and be made in full and free from any deductions, rights of set-off, counter claims or liens.

3.4 The charges shown on the Order Confirmation exclude VAT which will be added at the applicable rate. If the rate of VAT changes between your order date and the date of Activation when your first monthly payment payment becomes due, we will adjust the rate of VAT that you pay and show this on your bill.

4. Changes to the Installation specification

- 4.1 You should check that the correct installation has been ordered on your Order Confirmation. We will charge you for any additional cost arising from the provision of inaccurate or insufficient information by you or if you change the specification for the installation service agreed on the Order Confirmation prior to delivery.
- 4.2 If our technician believes that there has been an error in assessing the correct Band for your installation, then
- (a) if the error has been made by us, you can either agree to accept the charges for the new Band, on the form which your technician will give you for this purpose, or you can end the contract without charge; or
 - (b) if the error has been made by you, then you must either agree to pay the correct installation charge on the form which your technician will give you for this purpose, and if you do not, we will end the contract and we may make a charge to compensate us for any reasonable expenses we have incurred.

5. Wayleaves

- 5.1 We provide our broadband service over apparatus 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.
- 5.2 When we install apparatus on your property in order to connect you to our network, you grant a permanent Wayleave under the Electronic Communications Code to permit us to place apparatus

on your property and to permit us to keep it there and maintain it. By agreeing to order our services, you confirm that you have the necessary authority to grant this Wayleave.

6. Limitation of liability

- 6.1 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. Except as expressly set out in these terms all warranties, terms and conditions, whether oral or written, express or implied by statute, common law, or otherwise (including but not limited to any warranties, terms and conditions of fitness for purpose, description or quality) are hereby excluded.
- 6.2 We have no liability to you for any loss of profit, loss of business, business interruption, loss of anticipated savings, loss of sales or turnover, loss of, or damage to reputation, loss of contract, loss of customers, wasted management or other staff time, losses or liabilities under or in relation to any other contract, nor any indirect, consequential loss or damage of any kind arising from this Contract.
- 6.3 We not liable to you for loss or damage you suffer that is a not foreseeable or which arises from an event beyond our reasonable control. Subject to clauses 6.1 and 6.2 our liability for all other claims arising under this Contract (whether such liability arises due to negligence, breach of contract, misrepresentation, or for any other reason excluding fraudulent misrepresentation) is limited to £1000.

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
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