

# Ultrafast Fibre from Gigaclear.

Installation Terms for  
Residential Customers

# Installation Terms for Residential Customers

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## Installation Terms for Residential Customers

**These terms apply** to Residential Customers who need us to install our service in a property: please read them carefully. These installation terms are only intended to tell you how we will provide our installation service to you and other important information about your installation.

The Terms and Conditions of Service for Residential Customers are the main terms between you and us. We will refer to that document as the ‘**Service Terms**’ and to these terms as ‘**Installation Terms**’. The Service terms deal with important matters such as:

- the payments you make to us
- how we will provide our ongoing broadband service once it is installed
- acceptable use of our network
- making changes to our agreement
- how to end your contract with us

You should also read ‘**Your Gigaclear Installation**’ which will be emailed to you with your order acceptance and which contains helpful information about how we install your broadband service.

**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** our Customer, your name and other contact details which you gave us during the order process are 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 installation service. If you are not the owner of the property, you have the owner’s authority to agree to this installation.

**How to Contact us:** Call Customer Services on 01865 591131 or email [info@gigaclear.com](mailto:info@gigaclear.com) for general queries about your installation or call our

Field Support team on 01865 591121 or email [fieldsupport@gigaclear.com](mailto:fieldsupport@gigaclear.com) for queries about your installation appointment or to rearrange a visit

**How we may contact you.** We will need to contact you to arrange your installation: 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. 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 installation.** Residential customers order our installation services as part of the process of ordering our broadband service either in person or on the phone with one of our Gigaclear representatives, 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 for both our broadband service and for our installation services 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 installation you have ordered which we agree to supply to you, according to these terms and conditions and the Service Terms.
- 1.4 **It is important that you check that the correct installation has been ordered for your property.** If the details are wrong, this may affect your installation charges – see clauses 3 and 4 below. More information to help you is contained in the leaflet ‘Your Gigaclear Installation’ which you should read carefully. If you have any queries about any aspect of your installation, please contact Customer Services.

- 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 submit 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 want us to proceed with your installation 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, you will have no right to end the contract, except for a reason listed in clause 8 of the Service Terms.

## 2. Arranging the installation

- 2.1 **We will contact you to arrange your installation.** If our network is not yet live in your area, we will keep in touch to let you know about the progress of our works. When the Connection Point outside your property is live (the Connection Point Live date), we will contact you to arrange for one of our approved installers to install and configure the equipment you need to use our service at a time which suits you.
- 2.2 **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 installation technicians work to our agreed standards using our approved equipment.
- 2.3 **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 also contact our field support team at any time if you have a query about your installation on 01865 591121 or email [fieldsupport@gigaclear.com](mailto:fieldsupport@gigaclear.com)
- 2.4 **We are not responsible for delays outside our control.** If an installation has been requested, 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. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.

- 2.5 **There must be someone over the age of 18 at the property during the installation.** This is to protect us and you and to ensure that the installation is carried out as we have agreed.
- 2.6 **If we cannot access your property or there is no adult present.** If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) or if there is no one over the age of 18 present at the property, 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.

### 3. What happens during an installation?

- 3.1 **Before commencing the installation, the technician will ask you to agree the route of the installation into your property.** The technician will record the plan for your installation and ask you to sign to confirm that you are happy. Our technician will lay a cable from your Connection Point to your house. Because the length of this cable and the type of ground it is laid in dictate the cost of your installation, if there is a significant alteration to the expected installation, this may affect the cost (see clause 4.4). The technician will drill a hole through your external wall, and then take the cable from that point to the point where your router is to be located. The internal cable will not be longer than 3 metres unless you have specifically asked us to provide a longer cable, and agreed to pay an additional charge. The technician will then connect and test your router to ensure that the installation has been carried out correctly.

- 3.2 **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.
- 3.3 **If the installation cannot be carried out as arranged.** If the wrong type of installation has been ordered – for example a longer cable or different groundworks are required – the technician will discuss your options with you. 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 arrange a written estimate for the installation and will ask you to confirm your acceptance that a further appointment will be required.
- 3.4 **When the installation is complete.** The technician will demonstrate to you that the service is working and ask you to sign a form to confirm that you are happy with all aspects of your installation.

## 4. How much will the installation cost?

- 4.1 **Calculation of installation charges.** Installation charges are calculated according to the distance from the Connection Point to the entry point of the cable at your property, and the type of ground the cable will be laid in. More information about the calculation of our charges is contained in 'Your Gigaclear Installation'. The installation charge for your property is shown on your Order Confirmation, according to the Band which applies to your property.
- 4.2 **Bands A, B and C installations.** Installations which fall within Bands A - C have a fixed cost. Please see 'Your Gigaclear Installation' for details of what is included in the fixed amount. If you require any additional items listed on the menu in the 'Your Gigaclear Installation' these will be charged in addition to our fixed installation costs.

- 4.3 **Band D installations** are bespoke projects which have specific requirements because of the length of the access route or the nature of the ground. Band D properties will require a separate 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 before the installation can commence.
- 4.4 **Changes to your requirements.** Please note that if you change your requirements, there may be a change to the price quoted for the installation. If 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.
- 4.5 **Paying for your installation.** Charges for installation are payable as part of your first monthly payment for our broadband service via the direct debit you have set up. The terms which apply to payments are contained in our Service Terms.

## 5. Wayleaves

- 5.1 **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.

5.2 **Grant of permanent Wayleave.** By agreeing to allow us to install apparatus on your property in order to connect you to our network, you grant a permanent Wayleave 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.

## 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 an loss or damage to your own equipment caused by the use of our service to access the internet.
- 6.2 **When we are liable for damage to your property.** We will make good any damage to your property caused by us while carrying our installation service on your property. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the installation services.
- 6.3 **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; supplied

with reasonable skill and care; correctly installed; and for defective Services under the Consumer Protection Act 1987.

- 6.4 **We are not liable for business losses.** We only supply the installation services for domestic and private use. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.



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](mailto:info@gigaclear.com)

 [Gigaclear.com](http://Gigaclear.com)



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