

TERMS AND CONDITIONS FOR THE PROVISION OF CONSUMER BROADBAND SERVICES

We are Giganet Limited, a company with registration number 03401975 and VAT number GB873856866, which has its registered office at 6th Floor 33 Holborn, London, England, EC1N 2HT (“**Giganet**”, “**us**” or “**we**”).

These terms (“**Terms**”) tell you who we are, how we will provide our residential broadband service (“**Service**”) to you (“**the Customer**” or “**you**”), how you and we may change or end our Agreement, what to do if there is a problem and other important information. Please read them carefully.

If you have any questions about these Terms or the Services, you can contact us at enquiries@giga.net.uk

1. ORDERING SERVICES

- 1.1. You can order our Services either online via our website or by calling our sales team on the number set out on our website.
- 1.2. When you place an order, we will notify you by issuing a formal order form for the applicable Services setting out the details of the order including the Services being purchased and the applicable charges (“**Order**”). The Order constitutes your offer to Giganet to purchase the relevant Services subject to the terms of the Order, these Terms and the following documents:
 - i. Our Privacy Policy
 - ii. Our Fair and Acceptable Use Policy
 - iii. Our Vulnerable Customer Policy
 - iv. Our Complaints Code of Practice.
- 1.3. Our agreement comprising the documents set out in clause 1.2 (“**Agreement**”) comes into effect on the date you sign the Order (whether electronically or otherwise) or receive the Services, whichever is the earlier.
- 1.4. We are not obliged to provide you with Equipment or Services until we have received a signed Order from you.

2. MINIMUM SERVICE PERIOD

- 2.1. We may provide you with and charge you for the Services and the Equipment we supply you with as part of the Service (“**Equipment**”) for a minimum period of time described in the Order (known as the “**Minimum Service Period**”).
- 2.2. Any terms relating to the Minimum Service Period do not affect your right to cancel under clause 14.1. You are entitled to cancel your order during any applicable Minimum Service Period provided you are inside the statutory cancellation period set out at clause 14.1.
- 2.3. If a Minimum Service Period applies to your Services, this will be notified to you when you place your Order.

3. INSTALLATION AND ENGINEER VISITS

- 3.1. If our survey shows that additional work is required to carry out your installation, we may need to charge an excess construction charge’ (“**ECC**”). If ECCs apply we will tell you how much they are and get your agreement before proceeding with installation of your Services.
- 3.2. If a survey shows we cannot provide our Services to your property, we may cancel any installation and terminate our Agreement. We will not have any further liability to you but will refund any payments you have made for the Services prior to the installation.
- 3.3. We will notify you as soon as possible if we require access to your property or a neighbouring property to activate your Service or install any Equipment and you agree to give us access and any information we might need from you to provide the Services and Equipment.
- 3.4. We may ask you to install some Equipment yourself but if we do, we will give you instructions on how to do this.
- 3.5. During installation you may lose your internet or telephony services for a period of time

(particularly if you are transferring from another service provider).

4. ACCESS TO YOUR HOME

- 4.1. Our or our supplier's engineers may need to visit your property from time to time to (i) install the Services or Equipment (ii) carry out routine repairs or upgrades; or (iii) respond to a call from you regarding a potential fault with the Services or Equipment. The engineer won't be responsible for connecting any Equipment we haven't provided (for example, a games console). We will agree an appointment date with you, but we may have to change the date in which case we will try to give you as much notice as we can.
- 4.2. You confirm that you are the current occupier of the property and are either the freeholder or a tenant under a lease with legally binding permission from the freeholder for us to install Equipment and provide the Service there. Unless you tell us in writing that you do not have such authority, you agree to give us access to your property together with all necessary permissions to carry out work at your property and connect, maintain, change, replace, inspect or remove Equipment and supply the Services.
- 4.3. You must give us two (2) days' notice if you need to change or cancel an engineer's visit.
- 4.4. We may charge you for an engineer's visit if:
 - 4.4.1. there is no one over 18 years old present and authorised by you to make decisions in relation to our Services and Equipment;
 - 4.4.2. you fail to give two (2) days' notice to cancel the visit under clause 4.3;
 - 4.4.3. you report a fault, but the engineer discovers the fault was not due to our Services or Equipment or the reported fault was not found;
 - 4.4.4. you provide an incorrect address;
 - 4.4.5. our engineer arrives at your property, but you no longer wish the work to be carried out; or
 - 4.4.6. our engineer cannot access or is refused access to your property for any reason.
- 4.5. We are unable to install our Equipment and provide our Services until we have all necessary consents and permissions to do so. If we have to cross your land or install, maintain and operate our Equipment at your property, you hereby provide us with your consent to do so (and you agree to do your best obtain any such consent from another person if it is required). Before we install our Equipment and provide our service, you will provide us with any additional consents in the form of a wayleave agreement (an agreement which gives us a right to install, maintain and operate our Equipment over someone's land) suitable to us if such additional agreement is required. If you can't provide us with the consents and permissions we require under this clause or clause 4.2 above, we may end this Agreement.
- 4.6. You agree to cooperate with us as reasonably required to connect you to our Services. We will cause as little disturbance as reasonably possible when carrying out any work at your property. We agree to repair any damage that we cause at your property.

5. REPAIRS, MAINTENANCE AND DELAY

- 5.1. We will endeavour to activate the Services by the date notified to you following your Order, however all dates are estimates and we cannot guarantee that they will be met.
- 5.2. Service interruptions do sometimes occur. To maintain the quality and safety of our Services we may from time to time suspend, close down or restrict some or all of the Services to carry out repairs, maintenance or improvements. We will try to give you as much notice as we can before we do this. Unless it is an emergency, we will usually carry out repairs, maintenance and improvements outside of peak usage times to minimise the impact on your use of the Services.

6. NETWORK SPEEDS

- 6.1. Our aim is to provide you with the speed we said we would all the time. However, the actual speed and performance of your Service will depend on various things, some of which are outside our control. Using Wi-Fi enabled devices makes it easier to access our Services across your devices but will mean a slower Service speed than if you were using an ethernet cable due to limitations of wi-fi technology.

7. ACCEPTABLE USE

- 7.1. You agree to abide by our Fair and Acceptable Use Policy.
- 7.2. Our Services have monthly usage limits which are described in our Fair and Acceptable Use Policy. If you go over any of these limits, we may charge you for excess usage at the rates set out in that document.

8. USING EQUIPMENT

- 8.1. We may provide Equipment to you for the duration of our Agreement. The Equipment is and will remain either our property or our suppliers' property (unless we have agreed to sell it to you and you have paid for it in full and we have passed title to you).
- 8.2. Any Equipment we provide will be tested by us and configured to meet your basic network and internet specifications, but we cannot support any alterations you make to the configuration of that Equipment.
- 8.3. If you believe any item of our Equipment to be faulty, you must notify us immediately. If any Equipment we provide to you is faulty, we will repair or replace it free of charge unless the fault was caused as a result of something which was caused by you.
- 8.4. You are responsible for making sure that our Equipment is used safely and properly and you are responsible for:
 - 8.4.1. keeping the Equipment secure on your property and insuring it against loss, theft or damage;
 - 8.4.2. following all instructions we give to you and any manufacturer's instructions;
 - 8.4.3. maintaining appropriate anti-virus protection;
 - 8.4.4. not removing the Equipment from your property;
 - 8.4.5. setting and keeping up to date any parental controls or any other controls in relation to the Service; and
 - 8.4.6. not tampering with or damaging any part of our Equipment.
- 8.5. You agree to tell us immediately about any loss or damage to our Equipment by contacting us at: support@giganet.uk. You are responsible for any loss of or damage to our Equipment and we may charge you for such loss or damage.
- 8.6. If this Agreement ends or you wish to upgrade the Equipment we provide, we may ask you to return the Equipment to us or (at our option) allow us to collect it from you. If you fail to do so, or if the Equipment you return to us is not in a reasonable condition, we may charge you for the replacement cost and recovery costs of the Equipment.
- 8.7. Other than the Equipment, you are responsible for providing your own equipment to use the Services (such as computers, devices and any necessary telephone lines).
- 8.8. Where you are using your own equipment in relation to the Services or Equipment:
 - 8.8.1. you will ensure such Equipment complies with all applicable laws (including but not limited to ensuring such Equipment bears the European Consumer Equipment Standards "CE" mark);
 - 8.8.2. you will only connect safe Equipment to our network that will not harm our network or our other customers' equipment;
 - 8.8.3. you are responsible for ensuring your Equipment is technically compatible with the Services and we do not guarantee that such Equipment will work with our Services or our Equipment; and
 - 8.8.4. we will not provide support for your equipment and will not be responsible for any loss of or damage to your equipment or any other loss or damage caused by your equipment.

9. PAYING FOR THE SERVICES

- 9.1. You must pay the initial charges for our Services and Equipment as agreed when you order your Service.
- 9.2. We will invoice you on a monthly basis by email or as agreed at the time of ordering.
- 9.3. We would prefer you to make your payments by Direct Debit but we will also accept payments by BACS faster payment, credit or debit card. If you pay by direct debit you must make your payment on the invoice date.
- 9.4. You must pay our invoices by the due date stated on your invoice. If you have any problems paying your invoices, please contact us at accounts@giganet.uk as soon as possible.

- 9.5. We will usually send reminders to you for late payments. If you fail to make payment by the due dates we may:
- 9.5.1. terminate the Agreement, in whole or in part immediately on giving you written notice;
 - 9.5.2. require you to make regular instalment payments in advance on account of any future charges; or
 - 9.5.3. suspend your Service or take such other measures to restrict the Services or recover payment as we may consider appropriate.
- 9.6. You agree that you will notify us as soon as possible of any change in your details including but not limited to your credit/debit card or bank account details. Should you terminate the Services, it is your responsibility to terminate any standing order with your bank.
- 9.7. We are not responsible or liable for any charges from other organisations (such as telephone or content providers) which you may incur while using the Services.
- 9.8. If you are late in paying, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Natwest Bank from time to time. Interest will accrue daily from the due date until the date of actual payment of the 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 our Agreement, including fees charged by any debt collection agency we use.
- 9.9. You agree to us or third parties acting on our behalf carrying out credit checks on you using the information that you provide during the Order process. Any use of your personal information will be in accordance with our Privacy Policy.

10. MOVING HOME

- 10.1. If you're moving home, you must let us know at least 21 days before your move so that we can request the transfer of your Service as applicable. When we transfer your Service due to a home move, your existing contract will be terminated. If your move home during the Minimum Service Period, you may still be liable to pay the charges due for the Services for the whole Minimum Service Period. A new replacement Service will be provided at your new address and you will need to enter into a new contract for Services with us.

11. CHANGES TO YOUR CONTRACT

- 11.1. The charges payable may increase each year in accordance with the Consumer Price Index (CPI) which is published in January each year. We will give you at least one month's notice of such change and you will be entitled to terminate our Agreement if you do not agree to accept our price changes within the 30-day time period specified in clause 11.5 below.
- 11.2. If you are outside your contracted Minimum Service Period, we may need to change the charges we make for our Services and Equipment where the costs of providing the Services increases or if we reorganise our business.
- 11.3. We may at any time make changes to the terms of our Agreement, the Services and/or Equipment if:
- 11.3.1. we believe changes are necessary to improve the Services for the benefit of our customers;
 - 11.3.2. there is a technical or operational reason for such changes;
 - 11.3.3. there is a change in the law or regulation of the Services or Equipment;
 - 11.3.4. we need to clarify our terms or we wish to have all our customers on the same terms; or
 - 11.3.5. there is a change in circumstances which we could not have predicted and which means a change is necessary.
- 11.4. If we make changes, we will give you at least 30 days' notice unless:
- 11.4.1. the change is minor and does not affect you significantly; or
 - 11.4.2. the change is for legal or regulatory reasons.
- 11.5. If we make a change which you consider is to your significant disadvantage, you should let us know as soon as possible. If we are unable or unwilling to undo that change, you may end our Agreement without penalty by giving us at least 30 days' notice. Your notice must be given within 30 days' of the changes being notified to you. If you terminate our Agreement in accordance with this clause, you will not have to pay any Early Termination Charges (as defined in clause 15.1 below) for the remainder of any Minimum Service Period which are calculated in accordance with

clause 15.1 below.

12. CHANGING YOUR SERVICES

- 12.1. If you want to make a change to your Services, please contact us at enquires@giganet.uk.
- 12.2. If you change your Service (upgrade or downgrade) during the Minimum Service Period, you may still be liable to pay Early Termination Charges due for your original Service for the remainder of the Minimum Service Period.
- 12.3. If we provide you with two (2) or more services as a 'package' and you decide to remove Services from that package, you may still be liable to pay Early Termination Charges due for the removed Services for the remainder of the Minimum Service Period and the price of your remaining Services may increase.

13. OUR RESPONSIBILITIES TO YOU

- 13.1. We do not restrict or exclude any liability to you for (i) death or personal injury resulting from our negligence; (ii) fraud; or (iii) any of our liabilities which we cannot legally exclude, including liability under Part 1 of the Consumer Rights Act 2015.
- 13.2. Apart from as set out in clause 13.1, we will not be liable to you under the Agreement for:
 - 13.2.1. any fault in any Equipment caused by tampering or negligence (unless caused by us), your failure to follow our reasonable instructions or to comply with any of the terms of our Agreement;
 - 13.2.2. any loss or damage caused by viruses or unauthorised use of, or attempts to access the Services or Equipment;
 - 13.2.3. any loss of business, contracts, profits, anticipated savings, reputation, or revenue;
 - 13.2.4. any other reason which is not due to our fault or neglect;
 - 13.2.5. your use of any wireless router or other equipment that we have not supplied to you in order for you to access our Services;
 - 13.2.6. any loss or corruption of data; or
 - 13.2.7. any special, consequential or losses that would not normally result from the thing that went wrong (known as 'indirect losses').
- 13.3. You acknowledge that the internet is separate from the Services and that use of the internet is at your own risk and subject to applicable laws. We have no responsibility for any goods, Services, information, software, or other materials which you may obtain from a third party when using the internet and we will not be liable for any loss, costs or damages incurred by you in any dealings you may have with other individuals or organisations while using the Services.
- 13.4. We may exercise editorial control over the content of our servers and block access to certain third-party material. However, you acknowledge that we do not have the resources to ensure, nor are we capable of checking, the full content of our servers at all times. We are not able to control the content of the internet. You, therefore, agree that we shall not be held responsible for the publication, transmission or information of any kind, other than information which is inserted by us. You specifically acknowledge that we have given no warranties as to the quality, content or accuracy of information received through, or as a result of the use of, the Services or Equipment.
- 13.5. Whilst we try to ensure that the Services are of a high quality, we do not give any guarantee that the Services will be uninterrupted or free from error. We may suspend or terminate their connection to the Services where necessary for commercial, technical or other reasons due to a third-party network or service provider. You agree that suspension or termination will not constitute a breach by us of the Agreement and that the Services are provided on an "as is" basis without guarantee of any kind.
- 13.6. Subject to clauses 13.1 – 13.5, our maximum liability to you for loss of or damage to your physical property arising from our negligence or breach of this Agreement shall not exceed £10,000.
- 13.7. Apart from clauses 13.1 and 13.5, our total liability to you is limited to the greater of the 125% of the amount of charges paid by you to us in accordance with the Agreement or £1,000.

14. CANCELLATION PERIOD

- 14.1. If you have ordered the Services online or by telephone you have a legal right to cancel your Order for Services without paying any termination fees within the later of: (i) delivery of your Equipment; (ii) Service activation; or (iii) receipt of these Terms for your Service, without giving us any reason (“**cooling-off period**”).
- 14.2. To exercise the right to cancel, you must inform us of your decision to cancel your Order in writing (by post or email to accounts@giganet.uk).
- 14.3. If you cancel your Services during the cooling-off Period, you’ll have to pay us for any installation charges you have agreed with us which we have incurred in provisioning your Order.
- 14.4. If you cancel your Order, we will reimburse any payments received from you by the same means of payment within 14 days of your notice of cancellation unless we have supplied any Equipment to you, in which case we will make the reimbursement within 14 days of receipt of the returned Equipment.
- 14.5. You must send back the Equipment or hand it over to us within 14 days of cancellation. You will have to bear the costs of returning the Equipment. We may make a deduction from any reimbursement due to you if the Equipment is devalued as a result of your handling of such Equipment other than required to establish the nature, characteristics and functioning of the Equipment.

15. SUSPENSION AND TERMINATION

- 15.1. You can terminate the Agreement or any part of the Services at any time by giving us 30 days’ notice in writing but if you chose to do so during any Minimum Service Period, you will be liable to pay the charges due for the Services for remainder of the Minimum Service Period regardless of the reason for termination as you agreed to do when you purchased the Service (“**Early Termination Charges**”). Early Termination Charges only apply where you cancel your Service within your Minimum Service Period. For example, if you took a Service with a 12-month minimum contract period and then wanted to stop receiving the Service 14 months later, no Early Termination Charge would be payable. For example, you have a broadband and line rental package for £35 a month. You have four months left in your 12-month Minimum Service Period.
 - We multiply £35 by four, totalling £140
 - We take off VAT, reducing it to £116.67
 - We add on VAT, making your final Early Termination Charges £67.32.
- 15.2. Should you wish to terminate a particular Service in accordance with this clause 15, you must give written notice to us in accordance with clause 17.
- 15.3. If you have multiple Services and terminate one Service, this does not mean that all Services will be automatically terminated. You must follow the applicable termination process for each Service you receive from us.
- 15.4. Without affecting our other rights to terminate the Agreement, we may terminate the Agreement or all or any of the Services on 30 days’ written notice to you (the notice must not expire before the end of the Minimum Service Period) without incurring any liability except for payment of a refund under clause 15.5.
- 15.5. If we terminate the Agreement or any Services under clause 15.4, we will refund any charges paid for any period of Service after the termination date. Any refund due will be made direct to your credit card or bank account (notified to us for this purpose) by BACS transfer. Should you fail to provide suitable bank or credit card details to allow a refund to be made, you may lose the right to such refund.
- 15.6. You agree that we may suspend or terminate the Services and/or terminate the Agreement immediately at any time (including during any Minimum Service Period), without prior notice, without being under an obligation to refund you, and without affecting any of our accrued rights or claims:
 - 15.6.1. where we reasonably believe that the Services are being used in breach of applicable laws;
 - 15.6.2. where you have failed a credit check or of the bank, debit or credit card details you gave us are invalid and/or incorrect;
 - 15.6.3. where we can’t provide the Service to your property by the expected connection date for any reason (including where you do not provide us with access to carry out an installation);

- 15.6.4. where you are in breach of our Fair and Acceptable Use Policy;
 - 15.6.5. where we are required to do so by a government or regulatory authority;
 - 15.6.6. where you have failed to pay the charges or any other sum due from you under the Agreement on the applicable payment date despite us having asked you to pay such charges or other sums;
 - 15.6.7. if you or anyone else using a Service act towards our staff or agents in a way which is unsuitable or serious enough to justify suspending or ending a Service;
 - 15.6.8. in the event of your bankruptcy or death;
 - 15.6.9. for any material breach of the Agreement by you;
 - 15.6.10. for any breach of the Agreement by you which you have not remedied within 14 days; or
 - 15.6.11. where you have intentionally breached the Agreement in any other way.
- 15.7. You acknowledge and agree that our resources used in providing the Services are limited and that any reckless or wasteful use of the Services by you may affect those resources and the Services provided to our other customers. You agree that we may suspend or terminate your access to the Services where we decide, acting reasonably, that you are using the Services in a reckless or wasteful manner.
- 15.8. Any suspension of the Services by us in accordance with this Agreement will not constitute a termination of the Agreement and we may require you to pay a reconnection fee to recommence the Services together with any applicable charges.

16. PERSONAL DATA

- 16.1. 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. We set out in detail how we hold and process your personal data in our Privacy Policy.
- 16.2. You acknowledge that we may, from time to time, be required under certain laws and regulations to co-operate with and disclose data to, government or other bodies and/or authorities.
- 16.3. We may record calls to and from our customer service centre (including marketing calls) to help us with training and to prevent identity fraud.

17. CONTACT DETAILS AND NOTICES

- 17.1. Details of how to contact us are maintained on the 'Contact Giganet' page of our website.
- 17.2. You agree to keep the contact details which you have provided to us up to date. Any notice or other information to be served by us on you in accordance with the Agreement will be validly sent if in writing and sent by either email or first-class post to your last known email or postal address.
- 17.3. Any notice served by you on us must be in writing and sent by post or email and shall be deemed served either 2 days after posting or, if sent by email, on production of a read receipt in the case of email.

18. OTHER MATTERS

- 18.1. Our Agreement is just between you and us and no one else can enforce it. You can only transfer it with our consent. We can transfer our Agreement to another company provided this does not adversely affect your rights under our Agreement. We will always tell you in writing if this happens and we will ensure that the transfer will not disadvantage you or result in a reduction of your rights under this Agreement.
- 18.2. We will not be liable for failing to perform our obligations under the Agreement if we are prevented from doing so by something outside our reasonable control (including but not limited to war, terrorist activities civil disorder, industrial disputes, damage or vandalism to our systems or Equipment, lightning, flood or severe weather conditions, fire or explosion, actions of local or national government or other authorities). If any event continues for more than 90 days, then either you or we may terminate the Agreement immediately.
- 18.3. Each of the clauses and sub-clauses of our Agreement operate separately. If any court or other relevant authority finds any of the terms of our Agreement to be invalid or unenforceable, the other terms of this Agreement will not be affected.

- 18.4. If we delay in taking any steps under our Agreement against you for breaching our Agreement, that does not prevent us taking steps against you at a later date.
- 18.5. This Agreement including the documents described in clause 1 sets out everything we are agreeing between us about our providing you with your Services. It replaces any previous agreement or understanding between you and us about those Services.
- 18.6. We provide a Complaints Code for any complaints you may have which guide you on how to make a complaint and how to escalate a complaint further.
- 18.7. Our Agreement is governed by and interpreted in accordance with the laws of England and Wales. Any dispute arising in connection with the Agreement will be subject to the exclusive jurisdiction of the courts of England and Wales.