

# **Giganet Home Phone Service Specific Terms and Conditions**

V1.0 - Issue date 20-August-2020

By using your Giganet Home Phone Service, you are agreeing to the terms and conditions set out below, including any changes to them. These terms are supplementary to the Agreement between:

You ('the customer' or 'you') and;

M 12 Solutions Limited (Company Registration Number 03401975 and VAT number GB873856866) trading as Giganet. Our registered office and principle place of business is at 3 The Belfry, Solent Business Park, Fareham, Hampshire, PO15 7FJ, UK ('us' or 'we').

If you have any questions about these terms or the services, you can contact us at [enquiries@giga.net.uk](mailto:enquiries@giga.net.uk)

## 1 COMMENCEMENT OF SERVICES

- 1.1 To enable us to provide you with the Home Phone Service, you must have a Broadband Service provided by us.
- 1.2 To enable us to provide you with the Home Phone Service, you will need equipment provided by Giganet installed at your premises. If you have a Giganet supplied router as part of your Broadband Service this will be all that is needed. If you chose to opt out of the Giganet-provided router then we will provide you with an Analogue Telephone Adapter ("ATA") device to you as part of the Home Phone Service.
- 1.3 You will need to provide your own telephone handset equipment to utilise the Home Phone Service. We do not provide support, guarantee compatibility or offer any service levels in relation to the Home Phone Service for equipment not provided by us.
- 1.4 If an order for Home Phone Service is placed at the same time as an order for Broadband Service, then the Home Phone Service will not be activated until the Broadband Service has been activated.
- 1.5 If you request transfer of an existing phone number as part of your order for Home Phone Service, the Home Phone Service will be activated once the transfer is complete.

## 2 TRANSFERRING YOUR NUMBER

- 2.1 Not all numbers can be transferred to Giganet.
- 2.2 Where a number can be transferred to Giganet it typically takes 20 business days to complete once you have:
  - 2.2.1 Validated your phone number with us, and
  - 2.2.2 Correctly completed a letter of authority (LOA) for us to request the transfer.

- 2.3 If a number cannot be transferred, you will be offered a new phone number.
- 2.4 Once the transfer is agreed by your existing service provider, they will provide a transfer date which we will notify to you, but which may change for operational reasons up to the day before the notified transfer date.
- 2.5 If you cancel your service with your current provider before the transfer has been completed, you may lose your phone number.
- 2.6 It is your responsibility to cancel services with your current provider once the transfer is complete.

### 3 CHARGES FOR THE SERVICES

- 3.1 The charges for the Home Phone Service are:
  - 3.1.1 One-off Activation fee
  - 3.1.2 **Monthly fee** for using the service
  - 3.1.3 **Call charges** for non-free calls made, that are not included within the service
- 3.2 Payment of the Activation Fee and the initial Monthly Fee must be made by credit or debit card at the time the order is placed.
- 3.3 Monthly Fee is payable monthly in advance.
- 3.4 Call charges will be payable in arrears at the end of the month during which the relevant calls were made.
- 3.5 We will set a monthly credit limit for Call charges to help protect you and us from fraud and fraudulent use of the Home Phone Service. When this limit is reached, you will be unable to make calls that are not free or included and we will contact you to change your monthly limit, take an additional payment or other such action as agreed.
- 3.6 We will provide you with a summary bill of Call charges due each month by email in PDF format. You will need to have Adobe Acrobat Reader installed to view this type of file. If you would like to receive a hard copy of your bill, please request this via our Portal or by calling us.
- 3.7 You will be able to view and print an itemised bill (showing calls made via your Account) via our customer portal. Call records will be updated regularly. To print an itemised bill, you will require software which can read .xls files such as Microsoft Excel or Microsoft Excel Viewer.
- 3.8 You will not be entitled to any refund for included call minutes that are unused, either during the contract or on cancellation of the service. Nothing in these terms will relieve you of any liability to pay, and you shall be responsible to pay, all charges for any calls for the Home Phone Service.

## 4 TRANSFERABILITY

- 4.1 You can transfer your Giganet Home Phone Service to another active Giganet Broadband Service for free. However, the Giganet Home Phone Service cannot be transferred to a non Giganet broadband line.
- 4.2 If you are transferring your Broadband Service to a new location, due to moving home for example, then your Home Phone Service will automatically be transferred with your Giganet Broadband Service. The Home Phone Service is usually activated within 24 hours of the transferred Broadband Service being activated.

## 5 TERMINATION

- 5.1 Termination of the Home Phone Service does not automatically terminate your agreement with us for the provision of Broadband Service or other Giganet Services.
- 5.2 Your Home Phone Service will terminate automatically if your Broadband Service is terminated.
- 5.3 You agree and understand that terminating your Home Phone Service without first transferring your home number to another provider may mean that you lose that phone number.
- 5.4 On termination of the Home Phone Service for any reason, we will charge you for all call charges due in respect of any calls made via the Home Phone Service up to the date of such termination.

## 6 IMPORTANT INFORMATION

- 6.1 Not all services and features that you would expect from a legacy PSTN copper telephone line will be available as part of the Giganet Home Phone Service.
- 6.2 If your home loses power, then we cannot guarantee that you will be able to make or receive calls.
- 6.3 We cannot guarantee availability of the Home Phone Service in the event of matters beyond our reasonable control including without limitation: Broadband Service failure, power cuts/failure, flood, fire, riot, failure of third party suppliers, strikes, embargoes or changes in law or regulation. The Home Phone Service may also be impaired by insufficient available capacity of your Broadband Service.
- 6.4 Making calls to 999 or 112 ("**Emergency Calls**") using the Home Phone Service:
  - 6.4.1 a service outage for any reason may prevent you for making Emergency Calls;
  - 6.4.2 Emergency operators and authorities may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if this service facility is not operational for any reason. Emergency operators and authorities may also not be able to hold your line open in the event you hang up;

- 6.4.3 we cannot guarantee that we will be able to provide location and CLI information to the Emergency Services. In this event, it is the caller's responsibility to provide the location and phone number to the operator.
- 6.4.4 It is your responsibility to inform all users of the Home Phone Service about their ability to make Emergency Calls.
- 6.5 It is your responsibility to ensure that measures are taken to restrict phone users and numbers dialled where necessary, as all call charges arising from the use of the Home Phone Service are payable by you. We will not be liable for call charges arising from inappropriate and/or excessive use of the service.
- 6.6 We reserve the right to amend our call charges and will give you a minimum of 3 months' notice if we do unless the changes are due to circumstances beyond our reasonable control such as VAT rates or legislative changes.

## 7 OTHER MATTERS

- 7.1 Each of the clauses and sub-clauses of this supplement to our Agreement operate separately, and separately from those in the Agreement. If any court or other relevant authority finds any of the terms in this supplement to be invalid or unenforceable, the other terms of the supplement and our Agreement will not be affected.
- 7.2 If a clause in this supplement to our Agreement contradicts or is made void by a clause in the Agreement, then the one in this supplement to the Agreement shall take precedence.