

# Giganet Home Terms and Conditions

V1.1 - Issue date 20-August-2020

By using any Giganet Home Service, you are agreeing to the terms and conditions set out below, including any changes to them. These terms set out 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').

Our standard terms apply to all our products, but some services have their own additional service terms, so please carefully read all the terms that apply to the services you have chosen.

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 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 web site.
- 1.2 When you place an order, we will notify you by email to confirm our acceptance. Our Agreement with you starts on the date that we send email acceptance of your order to you.
- 1.3 We are not obliged to accept your order or provide you with services until you receive this email confirmation and we have received payment for any initial charges which may be due for the services.
- 1.4 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.

## 2 MINIMUM SERVICE PERIOD AND EARLY TERMINATION FEE

- 2.1 We may provide you with and charge you for the services and the equipment for a minimum period of time (known as the "Minimum service period").
- 2.2 Any terms relating to the Minimum service period do not affect your statutory right to cancel under clause 14. 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 Where no Minimum service period applies, we may charge an Early termination fee.

- 2.4 You are entitled to cancel your order inside the statutory cancellation period set out at clause 14.1 without any early termination fee being charged.
- 2.5 If a minimum service period or early termination fee applies to your services, this will be either (i) set out in the relevant service terms; or (ii) notified to you when you place your order.

### 3 INSTALLATION AND ENGINEER VISITS

- 3.1 We may ask you to install some equipment yourself but if we do, we will give you instructions on how to do this.
- 3.2 During installation existing Internet, telephony or other services may be unavailable for a period of time (particularly if you are transferring from another service provider).
- 3.3 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; but the engineer won't be responsible for connecting any equipment we haven't provided (for example a games console).
- 3.4 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.
- 3.5 You must give us 2 days' notice if you need to change or cancel an engineer's visit.
- 3.6 We may charge you for an engineer's visit if:
  - 3.6.1 there is no one over 18 years old present and authorised by you to make decisions in relation to our services and equipment;
  - 3.6.2 you fail to give 2 days' notice to cancel the visit under clause 3.5;
  - 3.6.3 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;
  - 3.6.4 you provide an incorrect address;
  - 3.6.5 our engineer arrives at your property, but you no longer wish the work to be carried out; or
  - 3.6.6 our engineer cannot access or is refused access to your property for any reason.

### 4 SUPPLY OF SERVICES

- 4.1 We will provide the services to you until our Agreement either expires or is terminated by us or by you in accordance with its terms.

### 5 REPAIRS AND MAINTENANCE

- 5.1 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 USING THE SERVICES

- 6.1 You must use the services in good faith and in line with what would generally be considered to be typical usage for the type of service.
- 6.2 You must not resell the services or share the services with anyone outside of your property for profit or otherwise.
- 6.3 You are responsible for the way the services and equipment we provide are used and you must comply with all applicable laws and instructions from us in relation to the services and equipment.
- 6.4 You will keep all passwords and usernames secure and confidential and not make them available to other people or change them without our permission. You will tell us immediately if your username or password becomes known to someone else. If we have reason to be concerned about access to your account, we may change or suspend your password and username from time to time and we will let you know if we do so.
- 6.5 You are responsible for:
  - 6.5.1 obtaining and paying for any third-party services, permits or licences needed for connecting to and accessing our services and equipment (e.g. telecommunications services). We may also require you to enter into a separate licence with the owner of any software we provide to you (as part of the services) where the software is not owned by us;
  - 6.5.2 the configuration of your internal network. Any interruption to the services resulting from that configuration shall not be regarded as an interruption or suspension of the services provided by us.
- 6.6 You may use the services to link to other networks world-wide, provided that you comply, at all times, with any policies or terms and conditions imposed by the operators of such other networks.
- 6.7 You must not do any of the following acts or allow anyone else to do the following acts in relation to the services and equipment:
  - 6.7.1 breach any applicable law, commit fraud or any other criminal offence;
  - 6.7.2 send, knowingly receive, upload, download, or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing, or in breach of copyright, confidence, privacy or any other rights;
  - 6.7.3 cause annoyance, inconvenience or anxiety to anyone else;

- 6.7.4 "spam", send or provide unsolicited advertising or promotional material or, knowingly receive responses to any spam, unsolicited advertising or promotional material sent by any third-party;
  - 6.7.5 use the services or equipment in a way which could harm the services or equipment or which could negatively affect our business or reputation or our other customers;
  - 6.7.6 breach any of our Policies or any other third-party licences which apply to the services or equipment;
  - 6.7.7 copy or modify the software unless you are legally allowed to;
  - 6.7.8 copy, redistribute or publish any material or information in breach of any rights of a third-party (including intellectual property rights);
  - 6.7.9 circumvent any security measures in the services; or
  - 6.7.10 perform any unauthorised IP or port multicasting, spoofing, broadcasting, vectoring, filtering translation or routing.
- 6.8 You agree that we may:
- 6.8.1 modify any digital content we provide;
  - 6.8.2 scan any IP addresses allocated to you for anything which may present a potential risk to our network or to other internet users; and
  - 6.8.3 refuse or terminate the display of any material or information provided by you which we believe breaches any applicable laws or third-party rights (including intellectual property rights).
- 6.9 If you breach our Agreement in any way we may, at our sole discretion, without notice or refund either:
- 6.9.1 suspend or terminate our Agreement;
  - 6.9.2 make an additional charge; or
  - 6.9.3 block access to or suspend any part of the services or equipment.
- 6.10 You must report any fault with the services or equipment as soon as possible by contacting us as follows:
- 6.10.1 by telephone on 0345 265 2222
  - 6.10.2 by e-mail sent to us at: [support@giga.net.uk](mailto:support@giga.net.uk) or
  - 6.10.3 online at <https://support.giga.net.uk/hc>

## 7 SERVICE ACTIVATION

- 7.1 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.

- 7.2 We cannot accept any liability for any costs, expenses, losses, damages or other liabilities (howsoever arising) which you may incur as a result of the timing of the activation.

## 8 USING EQUIPMENT

- 8.1 We may provide equipment to you for the duration of our Agreement. The equipment is our property or our suppliers' property at all times (unless we have agreed to sell you the equipment, you have paid in full for it 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.
- 8.4 You are responsible for making sure that our equipment is used safely and properly including but not limited to:
- 8.4.1 keeping the equipment secure on your property and insuring such equipment 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 setting and keeping up to date any parental controls or any other controls if available for a service; and
  - 8.4.5 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@giga.net.uk](mailto:support@giga.net.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, in a reasonable condition. If you fail to do so, we may charge you for the replacement cost and recovery costs of the equipment.
- 8.7 Unless we have agreed to provide you with equipment, you are responsible for providing your own equipment to support the services (including where applicable, a computer, a router and any telephone equipment).
- 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;
- 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 charges for our services and equipment as agreed when you order your service.
- 9.2 We will bill 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 we request your payment on the invoice date.
- 9.4 You must notify us of any disputed charge within 10 working days by providing written notice to [accounts@giga.net.uk](mailto:accounts@giga.net.uk) or to the Accounts Team at our office address, us in accordance with clause 17.
- 9.5 You must pay by the due date stated on your bill. We will usually send reminders to you for any late payments. If you fail to make payment by the due date 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 collect payments by any payment method available to us, as we see fit, including the credit or debit card used to make any initial payment; or
  - 9.5.4 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 If you have any problems paying your bill, please contact us at [accounts@giga.net.uk](mailto:accounts@giga.net.uk) as soon as possible.

## 10 MOVING HOME

- 10.1 If you're moving home you should let us know at least 14 days before, to request the transfer of your service. When we transfer your service due to a home move

your existing contract will be terminated. A new 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 We will not change the charges during the minimum service period unless required to do so by a regulatory body.
- 11.2 If you are outside your minimum service period, we may need to change the charges we make for our services and equipment where the costs of providing the services change.
- 11.3 We may at any time make changes to the terms of our Agreement and/or the supplements to the Agreement, the services and 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 that is to your significant disadvantage, you should notify us as soon as possible. If we are unable 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. You will not have to pay any charges for the remainder of any minimum service period which may apply to the services.

## 12 CHANGING YOUR SERVICES (REGRADES AND PACKAGES)

- 12.1 If you want to make a change to your Services contact us at [enquires@giga.net.uk](mailto:enquires@giga.net.uk)
- 12.2 If you change your service (upgrade or downgrade) during the minimum service period you may still be liable to pay the charges due for your original service for the remainder of the minimum service period.
- 12.3 If we provide you with 2 or more services as a 'package' and you decide to remove services from that package you may still be liable to pay the 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 Protection Act
- 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) or by your failure to follow our reasonable instructions or 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 modem, wireless router or any other equipment that we have not supplied to you in order 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 will 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. Where necessary for commercial, technical or other reasons a third-party network or service provider we use may suspend or terminate their connection to the services.

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 Apart from clauses 13.1, our total liability to you is limited to the lesser of the amount of charges paid by you to us in accordance with the Agreement or £1,000 (one thousand UK Pounds).

## 14 CANCELLATION PERIOD

- 14.1 If you have ordered online or by telephone you have a legal right to cancel an order for services within 14 days without giving us any reason ("cooling-off period") from the day after you place your order.
- 14.2 Should you wish to cancel an order in accordance with this clause 15, you must give written notice to us in accordance with clause 17.
- 14.3 If you ask us to commence the services before the cooling-off period has ended and then cancel that service, we may charge you what's necessary to cover costs of service provided up until you cancelled, even if you have not started using the service.
- 14.4 If you cancel a service before we provide it, you may have to pay for any work that has been done towards providing the service.
- 14.5 If you cancel your order, we will reimburse any payments received from you by the same means of payment. We will make the reimbursement 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.
- 14.6 You must send back the equipment or hand it over to us within 14 days of cancellation. You will have to bear the direct costs of returning the equipment. We may make a deduction from any reimbursement if the equipment is devalued as a result of unnecessary handling by you but you will only be liable for any reduction in value of the equipment which results from your handling 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 the minimum service period for any service you will still be liable to pay the charges due for those services for the whole minimum service period regardless of the reason for termination.
- 15.2 Should you wish to terminate a particular service 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. Termination of each service is separate and subject to specific terms and conditions.
- 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 will 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 or refund to 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 we are required to do so by a government or regulatory authority;
  - 15.6.3 for late payment of the charges or any other sum due from you under the Agreement;
  - 15.6.4 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.
  - 15.6.5 in the event of your bankruptcy or death;
  - 15.6.6 for any other material breach of the Agreement by you; or
  - 15.6.7 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 You agree that we may hold information provided by you to us in a computerised database. You agree that such data may be processed and may, in certain circumstances, be supplied to and processed by our suppliers, to enable the provision and maintenance of the equipment and/or services. 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.

## 17 NOTICES

- 17.1 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.
- 17.2 We agree to keep our contact details up to date on our website [www.giga.net.uk](http://www.giga.net.uk) 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.
- 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 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.