



Your **Terms & Conditions** of service



Updated 01/01/2020.

This supersedes all previous versions.

IMPORTANT NOTICE:

- All users of services provided by Gig Networks Ltd, by use of such services, you agree to accept the terms of business as set out in the form of a service agreement which follows, irrespective of the mode or manner of ordering employed by the user when ordering the services.
- Pornography, sex-related and illegal drug merchandising are STRICTLY PROHIBITED on any Gig Networks Ltd server or service.
- Spamming, or the sending of unsolicited email, from a Gig Networks Ltd server or using an email address that is maintained on a Gig Networks Ltd machine, is STRICTLY PROHIBITED.

This Agreement is made between **Gig Networks Ltd**, company number **11372277**, registered at Delta House, Wavell Road, Manchester, M22 5QZ ("We") or ("Gig") and the User ("You") or ("Your").

The following constitute the Terms and Conditions under which GIG Networks Ltd trades and supplies its services and related products. These conditions, in conjunction with the details as shown on the Gig Networks Ltd ordering form represent the totality of the agreement and form the Contract between GIG Networks Ltd and the User.

Any agreed variation or alteration to part of these Terms and Conditions as annexed to this Contract will not invalidate the remainder or the whole. Any alteration or addition to the supplies instructed on the order will require being the subject of a new order. Gig Networks Ltd is entitled to suspend services if the User does not adhere to any or several conditions of this Contract.

1. **DEFINITIONS**

In this Contract unless the context otherwise requires:

"Bandwidth" means the allocated transmission capacity, measured in bits per second, of the network connection as specified in the Contract;

"Broadband" means the transmission bandwidth via a coax, optical fibre, twisted pair or fixed wireless link.

"Contract" means the Contract between Gig and You incorporating these conditions, the Gig Order Form (where completed and which may be electronic) and Gig's published charges for the provision of its services;

"Charges" means the charges as agreed on the ordering form and Gig's latest published prices for products and services requested or incurred during the Contract period;

"Direct Debit" means a financial transaction in which Gig withdraws funds from your bank account as part of the BACS Direct Debit scheme.

"Equipment" means any equipment, apparatus or software provided by us as an essential part of providing Services under the terms of this Contract, including without limitation any reception/transmission equipment forming part of our fixed line or wireless system, as well as any equipment provided to you for making Voice calls.

"Fair Use Policy" means the policy set by Gig relating to the fair usage of Gig's network and Service(s). The policy may be downloaded from <http://www.Gig.net> and forms part of this Contract.

"Internet" means the global data network comprising interconnected networks using TCP/IP (Transmission Control Protocol/Internet Protocol) Internet Standards means the protocols and standards defined in the following Internet documents: RFC 1009, 1122, 1123 and 1250 and any future such protocols and standards as appropriate;

"Landline" or "Telephone Line" means a conventional telecommunications connection by cable laid across land;

"Minimum contract term" means the minimum period of service as specified in clause 4.1;

"Router" means a device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect.

"Server" means the computer server equipment operated by us or provided by you in connection with the provision of the Services; "Service Provider" means Gig or any other company offering communications services.

"Service(s)" means domain name registration, Broadband or other connectivity, web site hosting, bandwidth provision, email, telephony, VoIP and any other service or facility provided by us to you;

"Site" or "Premises" means the location at which Service is or is to be provided under this Contract;

"User" means you the customer or any person who makes use of the services though you or on your behalf;

"VAT" means Value Added Tax. For avoidance of doubt, all prices contained in these terms and conditions exclude Valued Added Tax.

2. RESELLING

- 2.1. If you are or become a reseller of our Services you will continue to be bound by these terms and conditions and if applicable, a separate reseller agreement; you will be responsible for ensuring that your customers are bound by these terms and conditions that adequately reflect and give effect to these;
- 2.2. You shall not incur or purport to incur on our behalf any liability nor in any way pledge or purport to pledge our credit or to make any Contract binding on us;
- 2.3. You may resell the Gig Service(s) provided that you have paid our Charges and that you do so based on your own technical and legal responsibility and never sell bandwidth or speed of Service greater than that you have contracted to purchase from Gig. Furthermore, you must not purport or claim that the resale is a resale of the Gig Service. You must at all times clarify that you are selling connections or bandwidth from your own network. You will hold Gig indemnified against any claims from a party to whom you have resold and will ensure that your own terms and conditions in any resale Contract include and comply with the provisions of this agreement. If Gig agrees any change in Service, this Contract is to be treated as varied accordingly;

3. GIG SERVICE(S)

- 3.1. Connection to the Gig Service is via a Broadband or any other connection. This Contract, unless specifically stated on the order form, may or may not include the provision of telecommunications services necessary for connection to the Gig Service;

- 3.2. Requests relating to the provision of Service are, unless otherwise agreed to be made or confirmed in writing or by electronic mail;
- 3.3. Gig will use all reasonable endeavors to adhere to any dates proposed by either Gig or you for the provision of Service, however any such date is to be treated as an estimate only and Gig accepts no liability for failure to meet such dates;
- 3.4. Gig will use all reasonable endeavors to provide a reliable Service, however it is not practicable to provide such a Service free of faults and Gig does not undertake to do so. In the event of a fault in Service, you must report the fault by telephone or electronic mail to Gig at the appropriate numbers or addresses or other such numbers or addresses that Gig may from time to time provide. Upon receipt of the fault report, Gig will take all proper steps without undue delay to correct the fault. Gig shall not, in any event, be liable for interruptions of Service or down-time of a Server;
- 3.5. Gig may:
 - 3.5.1. temporarily suspend for the purpose of repair, maintenance or improvement, part or all of Gig's service, generally without notice.
 - 3.5.2. give or update instructions regarding the use of the Service which in Gig's reasonable opinion is necessary in the interests of safety, or to maintain or improve the quality of Service to Gig's customers and any such instructions shall whilst they are in force, be deemed to form part of this Contract,
 - 3.5.3. vary the technical specification of Service for operational reasons, Gig undertakes to use reasonable endeavors to restore Service as soon as practicable after any such suspension;

4. COMMENCEMENT AND MINIMUM PERIOD OF SERVICE

- 4.1. The Service shall be for a minimum period of 12 ("Twelve") months, unless specified on any ordering form (online or paper). The minimum period shall

commence upon connecting to our service. Connection shall be deemed to be effected when you first make a connection, or requested by you, to the Gig network.

- 4.1.1. Gig services are covered by the distance selling regulations. This Contract may be cancelled up to 7 working days after placing your order. If the Service is started prior to the expiry of the 7 working days, this Contract may not be cancelled.

5. FAIR USAGE POLICY

- 5.1. All Gig packages unless otherwise stated on the order form, are based on contention, that is, the number of other people with whom you share your service connection. In order to allow everyone online and for us to guarantee quality services for all, we have in place a Fair Usage Policy with our services. Gig continuously monitors its network and may take measures to control congestion if there is evidence that this is occurring. If usage is such that it is significantly affecting service to other Gig users we will instigate congestion control measures. This is necessary to allow all users to access the service. Our Fair Usage Policy is located at <http://www.Gig.net> and forms part of this Contract.

6. CONTENT AND MISUSE

- 6.1. You will use all reasonable endeavors to ensure that the Gig Service is used or includes content that conforms to the laws of this country and will not knowingly permit any illegal use or such use that will bring Gig into disrepute;
- 6.2. You must not, nor must any other User, use the Service: to send or receive any material which is offensive, abusive, indecent, obscene or menacing; or in breach of confidence, copyright, privacy or any other rights; to cause annoyance, inconvenience or needless anxiety; or in breach of any provisions as contained within clause 3 of this Contract; or other than in conformance with

the acceptable use policies of any connected networks and the Internet standards;

- 6.3. Hosting of any server is not permitted unless on a business package, in which case one email server is allowed.
- 6.4. Gig may discontinue Service if after due warning if the User continues to permit such illegal or disreputable activity. If Gig suspends service for contravention of the above conditions of this clause, Gig can refuse to restore Service until it receives an acceptable assurance from the User that there will be no further contravention;

the Charge in question prior to such notice you shall be entitled to terminate this Contract by written notice to us given by you within 7 days after service of our notice of increase to you. If you do so terminate, you will remain liable for all Charges (at the previous rate) up to the date this Contract ends;

- 7.6. All charges unless otherwise agreed are payable in advance unless otherwise specified and agreed. Set-up and installation charges are payable on order by credit or debit card. Gig agrees to be party to this Contract upon Gig's acceptance of cleared funds covering first invoice or the first payment under the Order Form. Recurring charges are payable on connection and thereafter on or before the same day (the due date) of all subsequent months under the minimum Contract term. If payment is not received on or before the due date Gig reserves the right to immediately withdraw, suspend or limit service and will charge the User a failure fee of 12% of the amount overdue per month for consumer accounts and 18% of the amount overdue per month for business accounts;
- 7.7. Without prejudice to our other rights and remedies under this Contract, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to suspend the provision of Services to you. If such a suspension is imposed, you will be liable for a "reconnection" charge of £15.00 + VAT to cover our costs.
- 7.8. Gig will take no responsibility for your telephone calls or extra charges incurred that are a result of user error and/or insecure VoIP username and password. It's the responsibility of the user to ensure that they are using the correct details in accordance to the service they have selected.
- 7.9. A standard cancellation fee of £85.00 + VAT is charged if a telephone or Broadband Service of any type order is cancelled less than 24 hours calendar days prior to its activation. If the cancellation is of Your choosing, You will be liable for all costs including the return of any hardware back to Gig.

7. CHARGES AND PAYMENT (applicable to all Services)

- 7.1. All payments must be in GBP. Payment is accepted by Cheque, Postal Order, Credit/Debit Card, or Direct Debit.
- 7.2. If your cheque is returned by the bank as unpaid for any reason, you are liable for a "returned cheque" charge of £5.00 + VAT to cover our administration & banking costs.
- 7.3. A valid Direct Debit instruction must be maintained on your bank or building society account otherwise Gig reserves the right to immediately suspend any account and associated Service(s) where a valid form of payment is not present.
- 7.4. All Charges payable by you for the Services shall be in accordance with the scale of charges and rates published from time to time by us on our web site or on the Order Form and shall be due and payable in advance of our service provision. Charges are inclusive of 'Value Added Tax' unless otherwise stated;
- 7.5. You acknowledge that our Services may be provided using facilities provided to us by third parties; Gig shall have the right, subject to 14 days prior written notice to you, to increase our Charges at any time during the minimum Contract term or the continuation of the Contract, whether to reflect increase costs to us from such third parties or otherwise. However, if such increase exceeds 10% of

- 7.10. A standard re-appointment fee of £15.00 + VAT is charged if a prearranged appointment is changed by the user less than 48 hours prior to the previously agreed date and time.
- 7.11. Standard appointments are issued between Monday and Friday between 8am and 5pm. If You request an early morning or late evening or weekend appointment an extra charge of £15 + VAT will be applied.
- 7.12. Refunds on Telephone Line & Broadband activations cannot be issued once your line has been activated.
- 7.13. Any faulty routers will be repaired or replaced at the manufacturer's discretion, detail of which can be found in our hardware warranty which can be found at <http://www.Gig.net>
- 7.14. All Services including Broadband, Telephone Line & VoIP cancellations & outbound migrations/ports during the contract term will incur a cancellation penalty charged at 100% of the monthly recurring charge.
- 7.15. Any Landline Broadband Service which is terminated is subject to a cessation charge of £38.40 + VAT, payable prior to the termination.
- 7.16. We will allow you to move your Broadband from one address to another outside of your contract term. This will involve ceasing your current connection and activating a new connection. This will incur a cessation charge as in clause 7.15 and an activation or installation charge as stated on the Gig website.
- 7.17. We will allow you to migrate away or cancel your service upon expiry of the contract term and upon settlement of all outstanding charges.
- 7.18. We will allow you to migrate away your Broadband and/or telephone Service(s) to another service provider or cancel services entirely during your contract period but you will be liable for cancellation charges as per clause 7.14.
- 7.19. Fixed Wireless Broadband services cannot be migrated to another Service Provider.

- 7.20. You may only downgrade to a cheaper tariff at the end of your Minimum contract term. You will be bound by a new Minimum contract term as specified on the order form or agreed verbally or by electronic mail at the time of changing.
- 7.21. You may upgrade to a more expensive tariff within your contract term free of charge or penalty.
- 7.22. Any order placed with our supplier that is cancelled after 24 hours is subject to a £25 + VAT order cancellation charge or as outlined in clause

8. EQUIPMENT

- 8.1. We will need to access your premises from time to time for example to repair, maintain, replace or upgrade any Equipment installed on your premises, or to recover our Equipment following any termination of this Contract.
- 8.2. If we require access, we will contact you to arrange an appointment for us to attend your premises for this purpose. You agree to cooperate with us in arranging a suitable time for us to attend your premises.
- 8.3. With the exception of the Router, all other Equipment will remain our property at all times unless we notify you otherwise in writing. You must not give anyone else any rights over it. We may add to or substitute the Equipment if we have a valid reason.
- 8.4. You must not tamper with, add to, modify or interfere with the Equipment in any way, and you must not allow any other person to do so.
- 8.5. You are responsible for any loss or damage to the Equipment unless this is:
 - 8.5.1. caused by us, our employees or our contractors; or
 - 8.5.2. due to a fault in the Equipment, or to fair wear and tear.

8.6. If we need to replace equipment that is damaged by reasons beyond our control such as faults caused by electrical surges or storms or any other reason, there may be a service call-out fee for carrying out such work. Service call-out fees are currently £60 + VAT per call out. In addition, a requested service visit for a fault that is not a result of our service or equipment but is a fault generated by you or equipment that you own will result in a service fee being charged. In addition to the service fee, any damaged equipment will be replaced and charged as follows:

8.6.1. ONU or Access Point - £75 + VAT

8.6.2. Cabling joint box £25 + VAT

8.6.3. Replacement cabling - £10 + VAT per 5 meters.

8.6.4. Replacement router – as per website pricing.

8.7. Failure to return any item of the Equipment may result in additional Charges to you for each individual item of Equipment. Such Charges will not exceed £500 for each individual item of Equipment.

8.8. Upon termination of this Contract, if you require our Equipment removing from your Premises, a de-installation fee of £50.00 + VAT will apply. Alternatively, if our Equipment is made available for collection, no fee will apply.

8.9. If you connect our Equipment to a Local Area Network (LAN) then you are responsible for:

8.9.1. Supplying, configuring and maintaining a suitable piece of equipment (for example, a router, wireless access point or hub) capable of interfacing with our Equipment.

8.9.2. notifying us of the technical contact for your LAN.

8.10. By accepting these Conditions, you understand that we will not provide any technical assistance for your home or office LAN.

9. IP ADDRESSES

9.1. All Broadband Services are assigned a static IPv4 address.

9.2. All IP addresses that are assigned to you remain the property of Gig and you must not sell, attempt to sell, or agree to transfer them to anyone else.

9.3. If you request any additional IP addresses from Gig, you must provide us with a valid reason via Email to support@Gig.net, and you understand that we must provide any regulatory body (for example, RIPE) with justification prior to accepting your order. You understand that any supplemental IP addresses may incur an additional monthly charge of £10 + VAT per 8 IP Addresses.

10. ONLINE SECURITY

10.1. You are solely responsible for the security of your computers. We are not responsible for any breach of security via the Internet. We recommend you ensure your machine or LAN is configured correctly and has firewall software or a separate hardware firewall to protect you from the Internet. This is particularly important if you use our Service to maintain a permanent connection to the Internet.

10.2. Your computer or LAN may also be vulnerable to attack by computer viruses, so you should ensure that you use up-to-date computer virus scanning software.

11. DEFAULT

11.1. If you: do not pay the charges in accordance with the provisions of clause 7 of this Contract, or break this Contract in any other way; or are subject to bankruptcy or insolvency proceedings; Gig can (without prejudicing, losing or reducing any other right or remedy) suspend service, including partially, temporarily without notice, albeit the User remains liable to pay rental during the suspension, or terminate this Contract by immediate notice, without prejudice to Gig's pre-existing rights;

- 11.2. Upon point 11.1 being implemented Gig may outsource a third-party debt recovery specialist or start legal proceedings to recover any costs outstanding on your account. Administration and court costs will be incurred on your account along with any penalties as set out in the provisions of clause 9 for not completing the contracted term.
- 11.3. Bankruptcy or insolvency proceeding means bankruptcy proceedings or in Scotland sequestration proceedings, becoming insolvent, making any composition or arrangement with creditors or an assignment for their benefit, any execution, distress, diligence or seizure; or if the User is a company, being the subject of proceedings for the appointment of an administrator, going into liquidation whether voluntary or compulsory (except for the purpose of amalgamation or reconstruction) or having a receiver or administrative receiver of any assets appointed;
- 11.4. You continue to be liable to pay all charges which are due for Service during any period in which you do not comply with this Contract;
- 11.5. On termination of this Agreement or suspension of the Services we shall be entitled immediately to block your Web Site and to remove all data located on it. We shall be entitled to delete all such data but we may, at our discretion, hold such data for such period as we may decide to allow you to collect it at your expense, subject to payment in full of any amounts withstanding and payable to us. We shall further be entitled to post such notice in respect of the non-availability of your Web Site as we think fit;
- 11.6. If Gig waives a breach of Contract by you, that waiver is limited to the particular breach. Any delay by Gig in acting upon a breach is not to be regarded in itself as a waiver.

12. TERMINATION, NOTICES AND CHANGES OF SERVICE

- 12.1. This Contract may be terminated by either party on giving at least 30 ("thirty") day's notice to the other expiring on the last day of the minimum Contract term

or at any time thereafter. If Gig gives notice you shall pay all charges up to the expiry of the notice. If you give notice, you shall pay all charges until 30 ("thirty") days after the date Gig receives the notice or until expiry of the notice, whichever is the latter. Your notice does not avoid any other liability for Service already provided.

- 12.2. Any notice of termination of service must comply with point 12.1 and be in writing including your account username, name & address sent by either royal mail first or second class to GIG Networks Ltd, Delta House, Wavell Road, Manchester, M22 5QZ. Gig will not accept telephone or email terminations as identity & delivery cannot be guaranteed.
- 12.3. Gig reserves the right to change the terms and conditions of service providing all parties with 7 day's notice of these changes by, first class post or record delivery. Upon receipt of changes parties may carry out 12.1 of these terms in accordance to any contract term being completed or clause 7.14 will apply.
- 12.4. Gig reserves the right to terminate your account without notice, but normally suspending accounts will be the first cause of action.

13. ENGINEER APPOINTMENTS

- 13.1. Upon arrangements being made to access your Premises to carry out an installation or fault diagnostics either by Gig, BT Openreach or any other third party, we will notify you and confirm a suitable date & time slot (AM or PM). If the engineer attends your premises and cannot gain access, this will incur an abortive visit charge of £75 + VAT.
- 13.2. On the day of the appointment, a suitable person must be at the Premises to show the engineer where to install the line and sign upon the work being completed. If the engineer cannot carry out the work, a missed/failed appointment charge will be made as per clause 13.1

- 13.3. If an engineer is required to attend your premises to diagnose and fix a fault with your Broadband or Telephone line, and the fault does not lie on Gig's or BT Openreach's equipment or network you may be charged up to £195.00 + VAT to cover the call out and engineers time.. It is vital that you are sure that your premises 'internal wiring is correct and that your router is not faulty. We will help you check this. Gig, is not liable in any way for this charge. It is your responsibility to ensure your equipment & extension/internal wiring is in working order.
- 13.4. Gig reserves the right to pass on to you any charges imposed on Gig by our suppliers in relation to any fault with your telephone line or Broadband service.
- 13.5. If you believe that you have been charged a missed appointment or other engineer charge incorrectly, you may dispute the charge by emailing complaints@Gig.net. Gig will investigate your complaint, and should the charge be found not to be in accordance with these terms and conditions, it will be refunded in full.
- 13.6. Gig is not in any way liable in Contract or otherwise for any damage or loss caused by a representative of Gig, Openreach or any other third party whilst attending your Premises. Any damage should be reported to the engineer whilst he/she is at your premises. Failure to do so may relinquish any claim you may have.

14. **MATTERS BEYOND GIG'S REASONABLE CONTROL**

- 14.1. Gig is not liable for any breach of this Contract or liable for any delay or failure in performance of any part of these conditions and its commitments when caused as a result of Force Majeure, war, civil disorder, industrial disputes, inclement weather, pandemics, epidemics, acts of local or central government or other competent authorities, and failure by other service / solution providers.

15. **LIABILITY**

- 15.1. You acknowledge that Gig has no control over the information transmitted via the Service and that Gig does not examine the use to which you put the service or the nature of the information you are sending or receiving. Gig hereby excludes all liability of any kind for the transmission or reception of information of whatever nature;
- 15.2. Gig undertakes no liability whatsoever for the acts or omissions of other providers of telecommunication service or for faults in or failures of their apparatus;
- 15.3. Gig is not in any way liable in Contract or otherwise for loss whether direct or indirect of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever.
- 15.4. Gig makes no warranty as regards to its Service(s) or Equipment and will not be responsible for any damage allegedly suffered or claimed by you for any reason including but not limited to loss of data, wrong or non-deliveries and service interruptions.
- 15.5. All conditions, terms, representations and warranties relating to the Services supplied under this Contract, whether imposed by statute or operation of law or otherwise, that are not expressly stated in this Contract including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded.
- 15.6. Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence;
- 15.7. Our total aggregate liability to you for any claim in Contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim;

15.8. In any event no claim shall be brought unless you have notified us of the claim within one year of it arising;

16. INDEMNITY

16.1. You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms of business and any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Services and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement;

17. INTELLECTUAL PROPERTY RIGHTS

17.1. You shall obtain any and all necessary consents and clearances to enable you lawfully to make use of all and any intellectual property rights through the Services, including without limitation, clearance and/or consents in respect of your proposed domain name;

18. ASSIGNMENT

18.1. You may assign all or part of this Contract to any other party only with the prior written agreement of Gig. Gig reserves the right to assign all or part of this Contract at any time to any subsidiary, associate company of Gig or any other third party.

19. LAW

19.1. This Agreement shall be governed by and construed in accordance with English law and you hereby submit to the non-exclusive jurisdiction of the English courts.

20. HEADINGS

20.1. Headings are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

21. ENTIRE AGREEMENT

21.1. These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement. Errors & Omissions Excepted