

Broadband Services Terms and Conditions for Grayshott Gigabit Limited – August 2022

The following terms and conditions apply to the user broadband services (“Services”) which we may supply to you. Please read these terms carefully.

We are Grayshott Gigabit Limited (“we or us”), a company incorporated in England and Wales with company registration number 13136209, registered address Suite 21-25, Marshall House, 124 Middleton Road, Morden, SM4 6RW.

You (“you”) are our customer, and your name and contact details will be as detailed in the confirmation email that we send over to you confirming you are taking our Services (see clause 1.1 below).

You can contact us by telephoning our Customer Care Team at 0800 088 6784 or 01428 607000, by emailing us at sales@grayshottgigabit.com or by writing to us at Grayshott Gigabit Limited, 1 London Road, Hindhead, GU26 6AB.

We will contact you with your unique Customer Number which you can quote whenever you correspond with us. Our Customer Care Team are available from 9:00am to 5:00pm Monday to Friday.

If we need to contact you we will do so by phone, or by writing to you at the email address or postal address you provided to us. We may send customer service announcements to you by email or SMS text message. Please ensure that you tell us immediately if any of your contact details change.

Other Definitions:

“Grayshott Gigabit Website” means the website owned by us and located at www.grayshottgigabit.com.

“Equipment” means any of our equipment including (without limitation) aerials, cabling, networking termination, customer premise equipment “CPE”, Wireless Router unit that we supply to you under this Agreement to enable you to receive our Service.

“Internet” means the worldwide interconnection of individual networks, which have an agreement on how to talk to each other, and are operated by government, industry, academia, and private parties.

“Services” means our high-speed broadband Internet service that we deliver to you via the Equipment.

1. Our Services & Pricing

- 1.1 We will connect you to the Grayshott Gigabit Fibre To The Premise (FTTP) and/or Fixed Wireless Access (FWA) network which we own and manage by installing a fibre optic cable using underground ducts or aerial connection to an agreed demarcation point on the boundary of your property or on the wall of the main part of the property.
- 1.2 We will install a fibre drop cable and a network termination device inside your property and run a cable down to an Ethernet router supplied by us. For FWA, we may install a receiving antenna at customer premise with a pole attachment. The aerial, cables, drop box, network termination and router will belong to Grayshott Gigabit once you have paid our set up fees.
- 1.3 We offer a Managed Wi-Fi Service, whereby the Router(s) will be the property of Grayshott Gigabit for the duration of the contract. Any costs associated with any damage to any of the equipment provided by Grayshott Gigabit will be responsibility of you after activation of the services.
- 1.4 If you want us to place the aerial, cabling or router in a place other than of our choosing, we reserve the right to charge an additional installation fee. If additional installation equipment and / or labour is required we will notify you of this once we have completed a site survey.
- 1.5 We can supply gigabit Internet Access using different technologies for Residential & Business customers, please contact us for more details.
- 1.6 Business services include 1 static IP address. More may be requested if required and subject to meeting usage restrictions may be subject to a fee.

- 1.7 All speeds quoted are maximum potential speeds, i.e. up to speeds.
- 1.8 Data Limits for power users based upon a fair Acceptable Usage Policy may apply to upload and download, the cap will apply to whichever is the greater.
- 1.9 All orders are subject to a site survey.
- 1.10 If your property is harder to reach than most, we may have to charge additional charges from the termination point of the Openreach ducts to your property boundary or to the termination location on the side of your property. You will be responsible for the cost of any additional equipment and or ground works.
- 1.11 In all circumstances, it is your responsibility to ensure you have the relevant planning permission in place.
- 1.12 You authorise us to install, keep and use equipment at your property and you agree that we and our employees, agents or contractors may enter your property so that we can:
- 1.12.1 carry out any work that is necessary for us to connect, maintain, alter, replace or remove any equipment necessary for us to supply our Services to you and others’;
 - 1.12.2 inspect any of our equipment;
 - 1.12.3 you agree not to do anything, or allow anything to be done, at your property that may prevent access to the equipment; and
 - 1.12.4 we cannot normally remove permanent equipment installations if you end this agreement or move from your home.
- 1.13 Our Services’ Fibre optic broadband provision are provided to Residential & Business. Further information, pricing & tariffs can be found on the website: <https://www.grayshottgigabit.com/residential> & <https://www.grayshottgigabit.com/business>
- 1.14 Residential Pricing plans can be found at <https://www.grayshottgigabit.com/plans-pricing>
- 1.15 All residential prices are including VAT and business prices excluding VAT unless stated otherwise.
- 1.16 Payment is taken in advance and activation costs may apply.
- 1.17 Access Products can be ordered by email by emailing sales@grayshottgigabit.com or over the phone by calling 01428 607000 or 0800 088 6784. Grayshott Gigabit will also have an online portal, and users with accounts can order their services and facilitate payments online.
- 1.18 Telephone sales are available 9am – 5pm Monday to Friday.
- 1.19 All initial contracts are over a period of 24 months unless clearly stated otherwise.
- 1.20 Early termination charges may apply to those that terminate within the minimum contract period.
- 1.21 After the minimum contract period has ended, all customers are subject to a 30 day cancellation period.

2. Service Installation & Activation

2.1 Consents and permissions

You are responsible for obtaining any consents and permissions necessary for us to provide the Services at your property, including to install, activate, inspect, maintain, alter or repair the Services. You must be the owner of the property at which the installation is to take place or, if you are a tenant, you must have consent from the landlord or agent managing the property and any relevant authority. We may require you (or your landlord or managing agent) to enter into an agreement with us to provide us with the necessary permissions and access rights to your property to provide the Services. We may not be able to install or activate the equipment or otherwise provide the Services at your property where you fail to obtain any such consents and permissions.

2.2 We will contact you to arrange the network installation

When the connection point near your property is live, we will contact you to arrange for one of our installation engineers to install and configure the equipment you need to use our Services at a time which suits you. All installation engineers work to our agreed standards, using approved equipment.

2.3 The installation team will have your contact details

This is so that they can contact you to let you know when they will arrive, or to deal with any unexpected problems or delays. They will only use your contact details for these purposes and only in accordance with our Privacy Policy and our Cookie Policy (available on our website). You can also contact our Customer Care Team at any time if you have a query about your installation.

2.4 Access to your property

You agree to allow us to access your property to install and activate the Services and to otherwise provide the Services to you. If you do not allow us to access your property as arranged (and you do not have a good reason for this) the installation may be cancelled.

2.5 Risk Assessment

The installation engineer will carry out a risk assessment before commencing work. If the installation engineer decides that it is not possible to carry out the installation safely, or if there is no one over the age of 18 present at the property, you will be informed and given the opportunity to make alternative arrangements.

2.6 If the installation cannot be carried out as arranged

The installation engineer will do everything possible to carry out your installation at the arranged time, but if it is not possible to carry out or continue with the installation because of safety issues, the complexity or the materials required, the installation engineer will inform us and we will arrange a further appointment with you.

2.7 Disturbance and any damage to property

We will cause as little disturbance as we reasonably can when carrying out any work. We will repair to your reasonable satisfaction, any damage that we, or people working for us, may cause at your property.

2.8 Landline Services

If you choose to use our referral Voice over IP provider, Vonage; <https://www.grayshottgigabit.com/voip>; please note that this service may be affected by a power outage, and so we anticipate that you have access to mobile phone services in case of emergency. You will need to abide by Terms & Conditions for Vonage. For transfer of phone numbers or any other voice related services please refer to FAQ's from Vonage: [How to use Vonage for Home | Vonage](#). You may continue to subscribe to your existing landline telephone services by your existing provider.

3. Using our Services

3.1 Acceptable use

When using our Services, you agree to abide by our Acceptable Use Policy, which is available on our website at www.grayshottgigabit.com/policies. You may only use our Services for lawful purposes. You agree that we may intermittently monitor your use of our Services including data volume, Wi-Fi analytics, type of traffic (whether authorised by statute or other legislation or otherwise) to ensure lawful use and to assist our traffic management. We may immediately remove any material placed on our servers by you or other users which breaches these terms or is otherwise harmful to our interests or the interests of our other customers.

3.2 Liability for breach of Acceptable Use Policy

You agree that you are responsible for all use of the Services, whether you gave your permission or not. For example, if someone has access to your home and uses the Services, we will consider them to be within your control and you could be liable for unlawful use such as illegally downloading or transmitting copyright material. You should only allow access to your wi-fi and home network to people you trust, and you hereby accept responsibility for their use of our Services.

3.3 Equipment

Any equipment we supply to you or install in your premises to connect you to our Services remains our property. You are responsible for keeping all the equipment we supply to you in good order and in accordance with any instructions that we provide to you. You must not sell it, give it away or use it as security for a loan. You should also ensure that you are aware of the installation route of the network apparatus across your property and draw this to the attention of any third-party doing work there. If you report a fault which we trace within your property, we will make an appointment to carry out repairs or replace faulty equipment but if, in the reasonable opinion of the engineer, the fault was caused by damage to the equipment or the network apparatus, then a charge may be made. If you choose to cancel your service, subject to terms & conditions, then any equipment we supply to you to connect the Services must be returned to us in good working order (unless we waive our right to receive the same). If you fail to do so, we retain the right to charge you for the reasonable replacement cost of any such equipment or for any damage caused to the equipment.

3.4 Our rights under the Communications Act 2003. You agree that some of our equipment placed in your property will remain, including the internal network termination point, irrespective of whether you or any subsequent owner or tenant enters into any subsequent contract with us

for services. You should ensure that any future purchaser or tenant is made aware that the property are connected to our network and the location of our equipment.

- 3.5 VAT Changes.** If the rate of VAT changes between your order date and the Activation Date, or during the time we are supplying services to you, we will adjust the rate of VAT that you pay and show this on your bill.
- 3.6 Late Payments.** We can charge interest if you pay late. If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount
- 3.7 Suspension of Services.** We may have to suspend the supply of your service (a) to deal with technical problems, network re-routes or make minor technical changes; (b) to update the service to reflect changes in relevant laws and regulatory requirements; (c) to make changes to the service as requested by you or notified by us to you.
- 3.8** We may have to suspend the supply of your service (d) if you do not pay for the services; (e) if you misuse our network or do not comply with our Acceptable Use Policy; (f) if you break our contract, or any laws which apply to the use of our network. If we suspend the service because of your actions or failure to pay, we may charge you for reactivating your service at the end of the period of suspension.
- 3.9 Our Rights to End the Contract.** We may end our contract at any time by writing to you if: (a) you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due; (b) you use our network in breach of our Acceptable Use Policy or do any of the things described in clauses 3.1.
- 3.10 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 4.10 we will refund any money you have paid in advance for any services which we have not provided but we may deduct or charge reasonable compensation for the net costs which we may incur as a result of your breaking the contract. If we have to end the contract during the Minimum Term because you have broken it, we are entitled to charge you for the remainder of that term.
- 3.11 IP addresses** Unless you arrange with us to have a static IP address (additional charges may apply), the IP address allocated to you may be varied at any time. It will always belong to us. You may not sell or agree to transfer the IP address to any person. We grant to you a non-exclusive, non-transferable licence during the term of the service to use the IP address while you receive internet access from us which will end when the service ends.
- 3.12 Our Services.** We aim to carry out our Services for you with reasonable skill and care. However, we cannot guarantee that our Services will always be available, error free and/or without minor defects.
- 3.13 Compliance with laws.** We will comply with all applicable laws, regulations and codes of practice when providing the Services to you.

4. Ongoing performance monitoring

4.1 Ongoing monitoring

In return for providing the Services to you, we ask that you help us to monitor performance during your contract term and to improve our Services including assisting us with the following:

- reporting any faults to us promptly;
- if requested by us from time to time, complete and respond to any questionnaires or surveys about your experience of using the Services and ways in which we could improve it;
- Allow access for our engineers from time to time. We will agree the day and time with you in advance; - and comply with reasonable requests from us or our engineers, including to change any equipment supplied by us;
- feedback on the Wi-Fi analytics tools & Apps, and other services we may introduce to you;
- feedback on our customer services, portal, communications & support centre.

5. Our responsibilities and limitations of liability

5.1 Foreseeable losses only

If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill when providing the Services, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for

example, if you discussed it with us during the sales process. We are not responsible for any loss or damage to your own equipment caused by using our Services to access the internet.

5.2 You are responsible for your own equipment

We are not responsible if you are not able to use the Services because your equipment (for example, any PC, mobile device, network interface card, printer, switch, local area network or other equipment) does not work properly with our Services or because of faults in any 3rd party networks over which we have no responsibility.

5.3 We are not responsible for information passing over our network

We have no control over the data which passes to you or from you over the internet, and we are not responsible for any loss or damage to that data.

5.4 We do not exclude or limit in any way our liability to you where it would be unlawful to do so

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services including the right to receive Services which are supplied with reasonable skill and care.

5.5 Limit of liability

Subject to Clause [5.4], any liability we may have of any sort to you, including any liability due to but not limited to our breach (whether in contract, tort (including negligence) or otherwise) will in no circumstances exceed: (a) for loss of or damage to your physical property, £50,000 in any 12 month period; and (b) in any other case, £1,000 in any 12 month period.

5.7 We are not liable for business or consequential losses

The Services provided are only for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, revenues or anticipated savings; loss of business or goodwill (including loss of reputation); any fines, penalties or expenses; business interruption or loss of business opportunity.

5.8 Events beyond our reasonable control

We are not responsible to you for any delay, failure, damage or loss caused by events or circumstances beyond our reasonable control such as acts of God, flood or other natural disaster, epidemic or pandemic, terrorist attack, civil commotion or riots, war or armed conflict (actual or threatened), contamination (including chemical or biological), loss of electricity, power or telecommunications service, shortages of materials or equipment, failures within our supply chain (not caused by us), collapse of structures or blockages, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts and any change in law or action taken by a government or public authority.

6. Data Protection

6.1 How we will use your personal information

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 at www.grayshottgigabit.com/policies. Please note that we may monitor and record phone and Live Chat conversations which you have with us so that we can shape our training and compliance. We may collect other forms of personal data for monitoring the network performance, and troubleshooting Wi-Fi and network related issues at your premise, including the mobile application. For further details please refer to our Managed Wi-Fi terms & conditions on our website.

6.2 We can only discuss your account with you

If you would like someone else to discuss your account with us, you will need to confirm this at the time over the telephone.

7. Other important terms

7.1 Nobody else has any rights under these terms

These terms are between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person to end the Trial or make any changes to these terms.

7.2 If a court finds part of these terms illegal

If a court finds part of these terms illegal, the rest will continue in force. Each of the clauses of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

7.3 Which laws apply to these terms and where you may bring legal proceedings

These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English and Welsh courts.

7.4 Changes to these terms and conditions

We may from time to time make changes to these terms and conditions, including introducing new terms. Equally we may make changes or add new terms to any documents referred to in these terms and conditions, such as our Privacy Policy, Cookie Policy, Acceptable Use Policy or Customer Complaints Policy. If we make any changes to these terms and conditions (or any other document referred to herein) in a way which significantly disadvantages you, then we will give you 30 days' notice to you by email.

If we make any other changes to these terms and conditions (or any other document referred to herein), we'll do this by amending these terms and conditions (or any other document) on our website; <https://www.grayshottgigabit.com/terms>. You should check these from time to time to take note of any changes we have made to these terms and condition (or other document), as they are legally binding on you.

7.5 Complaints and alternative dispute resolution

Please refer to our General Terms and Conditions, available at <https://www.grayshottgigabit.com/terms>