

Grayshott Gigabit General Terms & Conditions

Definitions

1. As you read the terms and conditions of this Agreement, please note that:
2. “We”, “our”, “ourselves” and “us” refers to Grayshott Gigabit Limited.
3. “You”, “your” “Customer” and “yourself” refers to the person or business who orders our broadband service(s) and enters into this Agreement.
4. “Grayshott Gigabit Website” means the website owned by us and located at www.grayshottgigabit.com
5. “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.
6. “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.
7. “Service” means our high-speed ultrafast broadband Internet service that we deliver to you via the Equipment.

Introduction

8. Grayshott Gigabit Limited is an Internet Service Provider, Registered in England, (Registration: 13136209), Suite 21-25, Marshall House, 124 Middleton Road, Morden, SM4 6RW.
9. Grayshott Gigabit is providing internet & telecommunication services for both business, commercial, civil and residential premises.

Contact Details:

10. Postal Address: Grayshott Gigabit, 1 London Road, Hindhead, Surrey, GU26 6AB, UK
11. Telephone: 01428 607000, 0800 088 6784
12. Email: info@grayshottgigabit.com
13. Website: <https://www.grayshottgigabit.com>

Our Service & Products -Terms & Conditions

14. 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.
15. 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.
16. We will be offering a Managed Wi-F 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 the Customer after activation of the services.

17. 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.
18. We can supply gigabit Internet Access using different technologies for Residential & Business customers, please contact us for more details.
19. 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.
20. 30 days cancellation notice required subject to meeting the minimum term.
21. All speeds quoted are maximum potential speeds, ie up to speeds.
22. 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.
23. All orders are subject to a site survey.
24. 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.
25. In all circumstances, it is your responsibility to ensure you have the relevant planning permission in place.

Pricing & Tariffs

26. 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>
27. Residential Pricing plans can be found at <https://www.grayshottgigabit.com/plans-pricing>
28. Special Launch Offer Terms & Conditions can be found at: <https://www.grayshottgigabit.com/launch-offer>
29. All residential prices are including VAT and business prices excluding VAT unless stated otherwise.
30. Payment is taken in advance and installation costs may apply.
31. 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.
32. Telephone sales are available 9am – 5pm Monday to Friday.

Term

33. All initial contracts are over a period of 24 months unless clearly stated otherwise.
34. Early termination charges may apply to those that terminate within the minimum contract period.
35. After the minimum contract period has ended, all customers are subject to a 30 day cancellation period.

Complaint Handling Process:

36. Grayshott Gigabit is keen to deliver the best possible service. Should you have an issue with any aspect of our products or services there are a number of ways that we can try to resolve your query.

Technical Problems

37. Please raise your technical query to our technical team, by selecting Technical Issues on the IVR on 01428 607000, and/or raising an email to customerservices@grayshottgigabit.com.
38. Please check our network page to check service status for any faults or any planned outages: <https://www.grayshottgigabit.com/services-network-status>
39. If there is a problem, we can ensure you that our engineers will be on the case and working to fix this as soon as possible. If there is no fault in your area, follow the steps below to try and determine what's at fault. Please note that our telephone number is answered by a customer support team during office hours (9am - 5pm) who will endeavour to solve your issue. Outside office hours you can leave a message which will be picked up by an on-duty engineer. Our support team will do an initial analysis of your connection ready for the engineers to organise a visit to your property or carry out remedial work.

Billing or Accounts Problems

40. Please contact us on 01428 607000, and select billing & accounts, or email us at accounts@grayshottgigabit.com with your billing or accounts issue. We will aim to respond within 3 working days to try to resolve your issue.

Escalation

41. If you have run through the steps outlined above and are still unhappy with the resolution, your first course of action should be to speak to us by telephone, or alternatively email your problem to accounts@grayshottgigabit.com, and we will endeavour to resolve your query within an agreed timeframe.
42. If the suitable support staff are not available to resolve your issue, arrangements will be made for us to call you at the earliest opportunity.
43. Our Customer Service team always investigate issues efficiently with a focus on customer service and a friendly attitude and approach. If you are not satisfied with the outcome, we would ask you to put your complaint in writing by email to customerservices@grayshottgigabit.com. On receipt of your complaint, our Customer Service Manager will respond by email or phone call depending on the most appropriate communication method, acknowledging all written complaints as soon as possible from receipt. We aim to resolve customer complaints as quickly as we can, however, if further investigation or correspondence is required, we will contact you within 5 working days.
44. If appropriate, the issue will be escalated to the Managing Director who will aim to come to a resolution within 14 working days. If we are unable to resolve your complaint satisfactorily, we will issue a "deadlock" letter so that you may make a complaint through Ombudsman Services, an independent alternative dispute resolution scheme. More details can be found here: www.ombudsman-services.org.

Our Liability

45. The following provisions set out our entire liability (including any liability for the acts and omissions of our employees, agents or sub-contractors) to you in respect of:
 - (a) any breach of our contractual obligations arising under this Agreement; and
 - (b) any representation, statement or tortious act or omission including negligence arising under or in connection with this Agreement,
46. Throughout this liability section, any act or omission on the part of us or our employees or agents or sub-contractors falling within either (a) or (b) above shall be known as an “Event of Default”.
47. You agree that you are accepting these terms and conditions in the knowledge that our liability is limited and that the prices and charges payable by you have been calculated accordingly.
48. We do not exclude or limit our liability to you for: (a) personal injury (including sickness and death) resulting from our acts or omissions to the extent that such injury results from the negligence or wilful default of ourselves or our agents working on our behalf; (b) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; (c) any breach of our obligations under Part 1 of the Consumer Protection Act 1987; or (d) fraudulent misrepresentation.
49. You will not hold us responsible in respect of any Event of Default for any consequential loss including but not limited to the following heads of loss:
 - (a) lost profit;
 - (b) lost business;
 - (c) lost opportunity;
 - (d) loss of goodwill
 - (e) loss of reputation;
 - (f) loss of revenue or savings you expect to make;
 - (g) liability to third parties; or
 - (h) wasted expenditure or data being lost or corrupted.
50. We do not have any liability to you (including liability for negligence) for the acts or omissions of our service provider or for faults or failures in their network or equipment.
51. We exclude all liability in respect of the accuracy, completeness, fitness for purpose or legality of any information accessed using the Services, and we exclude all liability of any kind for the transmission, or the reception of, or the failure to transmit, or to receive any material of whatever nature via the Service.
52. Subject to the limits set out in clause below we shall accept liability to you in respect of any damage to your tangible property resulting from the negligence of us or our employees or agents or sub-contractors.
53. Any liability we have to you of any sort is limited to the greater of 125% of either: (a) the charges paid by you for the Service in the 12 months preceding the date on which the liability first arose; or (b) the charges we would have expected you to pay over a 12 month period if you have not received the Services for a full year.
54. If the number of Events of Default gives rise to substantially the same loss then they shall be regarded as giving rise to only one claim under this Agreement.
55. Except in the case of an Event of Default arising under clause above we shall have no liability to you in respect of any Event of Default unless you serve us with written notice of it within six (6) months of the date you become aware of the circumstances giving rise to the Event of Default or the date when you ought reasonably to have become so aware.

56. You acknowledge that the Service is not guaranteed to be fault free. When using the Service you agree that you do so without any conditions, guarantees, warranties, whether express or implied including but not limited to any warranties or conditions as to satisfactory quality or fitness for a particular purpose, which are expressly excluded to the maximum extent permitted by law.
57. Nothing in this Agreement shall affect your statutory rights.

Variations

58. We reserve the right to vary the terms of this Agreement at any time and we will inform you of any such changes through e-mail, newsletter or published on our terms & conditions on www.grayshottgigabit.com as we consider appropriate. We will give you at least ten (10) days' notice of any changes before they take effect.

Cancellation

59. Notice of your statutory right to cancel in your cooling off period
60. Cancellation period: You have the right to cancel your order for Grayshott Gigabit services without giving any reason any time up to 14 days ("cooling off period") from the later of: (i) installation; or (ii) activation.
61. How to cancel: Any cancellation within this timeframe must be in accordance with this notice. You can cancel your services by:
- (i) calling 01428 607000 or 0800 088 6784
 - (ii) writing to Grayshott Gigabit Limited, 1 London Road, Hindhead, GU26 6AB, or email orders@grayshottgigabit.com. You must give your name, customer account number, address, post code, telephone number and, where available, your e-mail address in order to cancel your order. If you cancel in writing we will send you an acknowledgement of receipt by e-mail, or letter if we do not have an e-mail address for you.
63. Effects of cancellation: If you cancel a contract during your cooling off period we will refund to you all Broadband and (or) other service payments received from you, but if you requested a service to begin during the cooling off period, you must pay us an amount which is proportionate to the service provided up to the point you cancelled your order. You will not receive a refund for any one-off fees for installation or set up services if you cancel a service after activation.

Refunds:

64. We will make any refund due to you (less any deductions due to us) without undue delay and not later than the earliest of 14 days after the day we either receive notification of cancellation from you. We will make the refund using the same means of payment that you used when you placed your order, unless you have agreed otherwise.
65. These cancellation rights do not affect your legal rights. If you require any advice on your legal rights, you can refer to www.adviceguide.org.uk.