

## Terms and Conditions for Grayshott Gigabit Broadband Trial Period

The following terms and conditions apply to the user broadband Trial Period ("Trial") which we may supply to you. Please read these terms carefully.

These terms and conditions are effective to all Trial(s), and Free Promotional Periods that we may advertise to you at any time from December 2021.

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 your participation in the Trial (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 when you requested to take part in the Trial. We may send customer service announcements to you by email. Please ensure that you tell us immediately if any of your contact details change.

### **1. Trial**

**1.1 Participation** You have been selected as eligible to take part in the Trial for Gigabit Fibre broadband, as we have connected your street with Full Fibre. You can apply by completing the order form. We will confirm by email if your application for trial is successful.

Participation in the Trial is subject to availability of the Service and is entirely our decision. We reserve the right to refuse participation for any reason and we offer no warranties or guarantees on the availability of the Trial.

### **1.2 Trial Gigabit Broadband Services**

We will supply our Gigabit broadband services to you in accordance with these terms and conditions free of charge and for the duration of the Trial Period as defined in the email confirmation of terms or email correspondence with yourselves. (as defined in Clause 1.3 below). While you may receive a zero value invoice each month in respect of the Services provided to you, this will be sent to you solely for the purposes of refining our billing processes during the Trial period. This clause does not affect our right to charge you other amounts in accordance with these terms and conditions, e.g. under Clause 3.3 if you break, damage or not return any equipment.

### **1.3 Trial Period**

Subject to either party terminating during the free cancellation period in accordance with these terms and conditions, the service will start from the date of connection that you receive the confirmation email and end on date communicated to you for the trial or free period offer ("Trial Period").

### **1.4 Termination**

The free cancellation period will automatically expire at midnight on the eve of your Free Trial end date unless otherwise agreed between us and you. You may terminate your participation in the Trial period for any reason and at any time without penalty by contacting our Customer Care Team on sales@grayshottgigabit.com. After the free trial period, should you wish to continue with the service, normal standard service terms & conditions will apply, and you will be enrolled on our 24 month plan contracts, please refer to our standard terms & conditions at [www.grayshottgigabit.com](http://www.grayshottgigabit.com)

### **1.5 One Free Connection per premise**

Only one Free connection per premise will be permitted, and any additional or subsequent applications by you or anyone in your household to take part in the Trial will be turned down by us.

### **1.6 Testing and stabilising your connection**

One of the purposes of the free Trial period is to ensure that our network is operating as it should be, and that we are able to provide all the services our customers might need, at a high standard. To do this, we will be doing some testing during the trial period which may include increasing and decreasing your upload and download speeds and adding additional features (for example, Wi-Fi Management). We therefore cannot guarantee that your broadband speed or quality will always be consistent. We will endeavour to notify you of any such changes, but failure to receive specific notification of a change does not constitute a breach of these terms.

## **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 regarding your installation.

### **2.4 Access to your property**

You agree to allow us to access your property to install and activate the Services. 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 Retain your existing services**

You should continue to subscribe to your existing broadband and telephone services during the free Trial period, up until 15th March 2022. Do not discard any of your existing equipment. We are not responsible for reinstallation of old services in any circumstances.

### **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](http://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 under the free Trial period, 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 during the free Trial period, or we terminate the Trial for any reason, 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.

Equipment will need to be returned in its original packaging to Grayshott Gigabit Limited, 1 London Road, Hindhead, GU26 6AB, before the end of the trial. Failure to return the equipment will result in charges being applied:

- Cost of Non Returned Calix Optical Network Terminal (ONT) is £250 excl. VAT
- Cost of Non Returned Calix Wi-Fi Blast Router, Wi-Fi MESH or Plume Wi-Fi Pod is £250 excl. VAT per device

#### **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 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.

#### **3.6 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. After the free Trial period expires, standard terms & conditions for the ongoing period of your contract applies.

#### **3.7 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**

In return for providing the Services to you, we ask that you help us to monitor performance during initial Trial period 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 Grayshott Gigabit Wi-Fi Home Pass Mobile App, 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, £5,000 in any 12 month period; and (b) in any other case, £1,000 in any 12 month period.

#### **5.6 We are not liable for business or consequential losses**

The Services provided during the free Trial period are only for 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. After the free Trial period expires, standard terms & conditions for the ongoing period of your contract applies.

#### **5.7 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](http://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, speed test data, including the mobile application.

#### **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, or withdrawing the Trial at any time. 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, Managed Wi-Fi 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. You should check 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. As you are aware, you are free during the free Trial until expiry date at any time pursuant to Clause [1.4].

#### **7.5 Complaints and alternative dispute resolution**

Please refer to our General Terms and Conditions, available at Terms & Conditions ([www.grayshottgigabit.com](http://www.grayshottgigabit.com))