

TERMS AND CONDITIONS FOR THE PROVISION OF CONSUMER BROADBAND SERVICES

Giganet is a brand name of Cuckoo Fibre Limited, a company incorporated in England with company registration number 15060036 and whose registered office is at 6th Floor, 33 Holborn, London EC1N 2HT. Any reference to Giganet (“**Giganet**” “**we**” “**us**”) should be read accordingly

These terms (“**Terms**”) tell you who we are, how we will provide our consumer broadband service (“**Service**”) to you (“**the Customer**” or “**you**”), how you and we may change or end our Agreement, what to do if there is a problem and other important information. Please read them carefully.

If you have any questions about these Terms or the Services, you can contact us at service@giganet.uk

1. ORDERING

- 1.1 When ordering from us you confirm that you;
 - 1.1.1 Are at least 18 years old.
 - 1.1.2 Agree to provide your name and address that we may use for identity and credit checking purposes.
 - 1.1.3 Accept that some services may not be available to you for a variety of reasons, (e.g., availability of our network in your location).
- 1.2 Other Important Documents – our Agreement with you also includes the following key documents that can be found on our website:
www.giganet.uk/terms
 - 1.2.1 Privacy Policy – outlines how we protect the information you give us and how we use it.
 - 1.2.2 Fair and Acceptable Use Policy – details what we consider legitimate private, household, domestic usage of our services.
 - 1.2.3 Vulnerable Customer Policy – our commitment to understanding the needs and preferences of vulnerable customers.
 - 1.2.4 Complaints Code of Practice – our process for managing and resolving complaints including use of Ofcom approved adjudicators if required.
 - 1.2.5 Compensation Policy – our scheme for giving you money back if things go wrong with your Service.
- 1.3 Following your order, we will confirm the date for your service to go live. This may require a planned Engineer visit. Delays may occur which we will inform you of as soon as we can.

2. STARTING SERVICES

- 2.1 We provide you with, and charge you for, the Service from when the Service is live.
- 2.2 The Service will have a minimum period (“**Minimum Service Period**”) which could be as short as one (1) month or as long as twenty-four (24) months. This Minimum Service Period will be made clear at the time of ordering.
 - 2.2.1 The Minimum Service Period starts on the day the Service is live.
 - 2.2.2 We do not charge early termination fees should you decide to cancel during the Minimum Service Period.
 - 2.2.3 If you renew or upgrade any Service, a new Minimum Service Period may apply. This will be made clear at the time you renew or upgrade the Service.
- 2.3 The Minimum Service Period does not affect your right to cancel under clause 4.2

3. OUR RIGHTS TO SUSPEND SERVICES

- 3.1 We may suspend, restrict or disconnect any Service, including Equipment, if:
 - 3.1.1 our network needs repair or maintenance;
 - 3.1.2 you break, or we reasonably suspect that you have broken, any important term of your Agreement;
 - 3.1.3 you fail to pay any charges within 7 days of the bill becoming due;
 - 3.1.4 we are required to for legal or regulatory reasons;
 - 3.1.5 we are no longer able to provide a Service (or any part of it);
 - 3.1.6 you’re abusive or threatening, make unreasonable demands on us, including on our time, or abuse our processes;
 - 3.1.7 we suspend or restrict a related service;
 - 3.1.8 your usage of the Service breaches our Fair and Acceptable Use Policy;
 - 3.1.9 we believe your Service, or payment method, have been used fraudulently;
 - 3.1.10 we believe that your use of a Service is a threat to the security of our, or others, network infrastructure and assets.
- 3.2 Where we suspend, restrict, or disconnect a Service, your agreement will continue and, unless we’ve suspended, restricted or disconnected under paragraphs 3.1.1, 3.1.4, or 3.1.5, you must continue to pay:
 - 3.2.1 the charges for the Service; and our reasonable costs for suspending or restricting the Services, and resuming them.

3.3 Where we disconnect a service, your agreement will end only once you have paid.

4. STOPPING AND CANCELLING SERVICES

4.1 To cancel, you must inform us of your decision by post, or email to service@giganet.uk or by replying to our email after informing us via any other means.

4.2 Cooling-off Period – you have a right to cancel your Order without giving us any reason within fourteen (14) days of the date we accept your Order.

4.2.1 If your Service is already live, your Service will end immediately, and any recurring charges refunded on a pro-rata basis. Any initial one-off charges are not refundable.

4.2.2 If your Service is not live, we may charge you for any installation work already completed.

4.3 Before installation – you may cancel your Order at any time before the Service is live.

4.3.1 We may charge you for any installation work already completed.

4.4 After installation – your Services will end a minimum of thirty (30) days' after you inform us of your wish to cancel.

5. ENGINEER VISITS

5.1 Engineer visits may be required during the installation or to support our Services and Equipment.

5.2 We will inform you of the timing of their visit. You agree to ensure that there is someone over 18 present who can provide the consents and permissions needed for our Engineer to access the premises and undertake their work.

5.3 Engineer visits may incur charges (which we will inform you of) if:

5.3.1 The engineer is not able to complete their work due to being unable to access the Equipment – 'Aborted Visit Charge' or 'Missed Appointment (Customer) Charge'.

5.3.2 For Support visits – if we determine that no fault exists or reasonably believe that the issue was caused by you.

5.3.3 For Installation visits – if after inspection we or our suppliers need to undertake work over and above what we would usually carry out to install the Service.

(a) These 'Excess Construction Charges' will be estimated prior to any work being undertaken.

(b) Should we or you not wish to accept these charges, each party has the option to cancel the Service.

- 5.3.4 You do not provide at least two (2) days' notice to cancel or amend an Engineer visit.
- 5.4 During Engineer visits you may lose Service, however, we endeavour to keep any disruption to a minimum.

6. EQUIPMENT

- 6.1 We may provide and support a Wi-Fi router and other equipment ("**Equipment**") as part of our Service for the duration of our Agreement.
- 6.2 You are not charged for the Equipment, and it is and will remain either our or our supplier's property.
- 6.3 We may provide you with instructions and ask you to install Equipment yourself.
- 6.4 You agree that the Equipment is kept secure, used safely and not tampered with or removed from your home.
- 6.5 We will not provide support for your devices or be responsible for any loss or damage to or caused by them.
- 6.6 You may be charged if the Equipment needs replacing because you lose or damage it.
- 6.7 You will be charged if you do not return, within fourteen (14) days of request, any Equipment supplied to you and no longer required to deliver the Service.

7. CHANGING SERVICES

- 7.1 If you want to make a change to your Services, please contact us at service@giganet.uk
- 7.2 If we need to make changes for legal, regulatory, or business reasons we will inform you either by email to the address you have provided or publishing updated terms and conditions on our website.

8. CHARGES AND PAYMENT

- 8.1 Your initial one-time and recurring charges for installation, setup and ongoing support will be detailed when you order our Service.
- 8.2 You are responsible for payment of all charges that you or any person accessing your Services incur.
- 8.3 We will bill you for charges as they are incurred:
 - 8.3.1 initial one-time charges immediately the Service is live;
 - 8.3.2 recurring Service charges monthly in advance, and;
 - 8.3.3 any usage charges monthly in arrears.

- 8.4 We will provide you with a final bill after your Service ends.
- 8.5 You agree to setup and maintain a Direct Debit for us to collect payment for bills as they become due.
- 8.6 You must pay your bill by the due date stated. If you have any problems paying, please contact us at service@giganet.uk as soon as possible. In the event of non-payment, we may pass on costs incurred or charge interest for overdue amounts at 4% a year above the Bank of England Base Rate.
- 8.7 We will notify you of any changes to the charges for your Service with at least thirty (30) days' notice.

9. OUR LIABILITY

- 9.1 We do not limit or exclude any liability which we cannot legally limit or exclude.
- 9.2 Whether or not losses could reasonably be expected to occur when we entered into this agreement, we are not liable for loss of income, your time, business profits, revenue, data or information.
- 9.3 Furthermore, we are not liable for losses caused by third party services, applications, equipment or goods, content or viruses that you access or use through the services; or the failure of any alarm or monitoring (including health) system or any other services, applications equipment or goods not provided or supplied by us that you try to run over our network or services.
- 9.4 Our maximum liability to you shall not exceed £1,000.

10. OTHER MATTERS

- 10.1 Our Agreement is just between you and us. 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. We will always tell you in writing if this happens and we will ensure that the transfer will not disadvantage you or result in a reduction of your rights under this Agreement.
- 10.2 Should we be unable to provide a Service due to factors that are beyond our reasonable control, we may need to suspend or terminate your Service or Agreement.
- 10.3 Our Agreement will remain in place until all bills, including the final bill, have been paid by you.
- 10.4 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.
- 10.5 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.
- 10.6 Our Agreement including the documents described in clause 1 sets out

everything we are agreeing. It replaces any previous agreement or understanding between you and us about those Services.

- 10.7 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.