

Giganet Terms and Conditions

Last updated 7 September 2024

Did you sign up with Giganet before 7 September 2024?

If you did, your Terms and Conditions can be found [here](#)

Introduction

Terms & Conditions that are clear, fair and balanced

It is important to us that every interaction you have with Giganet is a truly great one, so we've done our best to make sure our terms and conditions are fair, balanced, and clear.

We also want to be upfront about our key service commitments and your rights, so you know where you stand from the outset on the things that matter most to you.

Feedback

We want to continually improve the way we serve you through your feedback, therefore if you think we can improve the way our Terms & Conditions (Ts&Cs) are communicated or presented to make them clearer, or there are certain elements you would like covered, please don't hesitate to contact us at Service@giganet.uk

Thank you for choosing Giganet!

1. Interpretation and definitions

Introduction

We're Giganet, a trading brand of Cuckoo Fibre Limited, a company registered in the UK at Companies House (registered number: 15060036, whose address is Milford House, Pynes Hill, Exeter, EX2 5AZ. We're a national retail provider of full fibre broadband services and related products in the UK. Any reference in these terms and conditions or contract documents to "us" or "we" will mean Giganet; and reference to "you" will mean the customer named in the order confirmation when you first signed up.

Our mission is to be the UK's most recommended way to connect and our company, people and culture are all pointed at that one objective. The fibre services we provide are installed and provided by one of our networks of wholesale fibre providers e.g. AllPoints Fibre, City Fibre or Openreach, for and on our behalf, as our agent.

Interpretation

Our Ts&Cs are set out in the 16 sections below. To make them easier to read, we've also included a high-level summary of what each one is about, in a box (like this one) at the start of each section. We'd encourage you to read all the Ts&Cs carefully though as only the terms in the numbered paragraphs (and not the high-level summary) will give all the detail about how the contract is interpreted and applied.

Where we refer to an example in the terms and conditions or use the expression "including", this is not intended to be a definite list of examples, but just a way of showing the type of thing or matter which the section relates to.

Any word highlighted in **bold** type in these **terms and conditions** and contract documents has the meaning set out in this section 1 (definitions), unless otherwise stated.

Definition	
Activation date	means the date we confirm the equipment is connected to the network and/or you can use the services.
Activation fee	means the fee payable by you to us for configuring the equipment to enable you to use the services.
Additional service	means a service you purchase from us which runs over the fibre services e.g., VOIP.
Charges	means the charges payable for the services and use and maintenance of the equipment, as set out in your order confirmation and section 9 (“charges”).
Contract	means the order confirmation, contract information, contract summary, price book, these terms and conditions and any service terms.
Contract term	means the duration of this contract starting on the date of our order confirmation and ending on the later of expiry of the minimum period or the date we cease providing services to you.
Early release fee	means the fees payable for ending the contract before the minimum period has ended, as set out in the terms and conditions, and calculated in accordance with section 9.8 (charges).
Equipment	means the equipment we provide to you to use the services, including optical network termination equipment, modem, cabling, and router.
Fibre services	means the optical fibre broadband services set out in your order confirmation to enable you to access the internet.
Homeworking	means you (and/or members of your household) carrying out the same work activities for your employer from home as you would in a business office environment, but which does not extend to inviting others to work from your home.
Installation fee	means our fees for installing equipment and connecting it to the network, as set out in the order confirmation or price book.
Minimum period	means the minimum period you agree to take and pay for the services, as set out in our order confirmation.
Network	means the optical fibre network used to provide the fibre services.
Normal working hours	Installations: 9:00am – 5:30pm Monday to Friday excluding bank and public holidays; Customer services: from 26.02.2024, 8.00am – 8.00pm Monday to Friday and 9.00 am – 5.30pm on Saturdays and Sundays.
Order	means the order form you complete and submit to us as envisaged in section 2.1 (“ordering services”).
Order confirmation	means our written confirmation of your order setting out the services to be provided, minimum period and the charges and which shall be deemed to incorporate these terms and conditions.
Order form	means our order form emailed to you or accessible through our website from time to time for ordering our services.
Price book	means our standard price list on our website (from to time) setting out our standard charges for services and ancillary items.
Recovered installation fees	means any installation fees we agreed to waive or give up as part of a fixed term promotion.
Services	means the fibre services and any additional services.
Service terms	means any service specific terms we provide to you for additional service you have purchased.
Standard	means our standard installation process (available on request) for installation of equipment

installation	and its connection to the network.
Target installation date	means the date by which we aim to have your fibre service installed and activated.
Terms and conditions	means these terms and conditions comprising section 1 – 16 inclusive and all policy documents referred to.
Wasted visit fee	means the fee payable by you for a wasted visit by our or our partners engineer to your premises.
Website	Means Giganet’s website at www.giganet.uk/

2: Ordering services

There are several ways in which you can place an order with us. Once we’ve received your order, we will run a provisional service availability check, credit search and identification check. If these are all clear, we will accept and process your order on these terms and conditions, provided you are over 18 and the services are to be provided to residential premises in the UK.

2.1 You can order our **services** in the following ways: using our website, speaking to us on phone, by post, completing our **order form**, or face-to-face by speaking to one of our door-to-door sales team. To process your **order**, we may carry out a credit, age and identity check and run a provisional service availability check.

2.2 Once you pass our identity check and your home appears to be within our service boundary, we’ll confirm that we’ve accepted your **order** by sending you an **order confirmation**. It’s important you check the details in the **order confirmation** as it will form a binding **contract** between us based on the information it holds.

2.3 You acknowledge and accept that the following conditions will apply to your order and the services:

- i. You must be at least 18 years old to receive the **services**.
- ii. The terms of the contract (and no other) shall govern how we provide and how you use and pay for the **services**.
- iii. **Services** can only be provided to domestic premises in the UK.

2.4 If any of the terms in a **contract document** are at odds with, or contradict, the terms in another **contract document**, the order of priority shall be the order in which they are listed in the definition of the “**contract**” at section 1, which shall determine which terms apply if there is a conflict i.e., terms listed in the **order confirmation** would prevail over any contradictory term in the **contract information document** (2), and so on.

3. Contract term

You can always cancel your Giganet service within the first 14 days (no questions asked), but if you want to cancel after that but before your contract term has expired, you may have to pay us an early release fee. Throughout your contract, we’ll always do our best to keep our service charges stable and will only increase our **charges** during the **minimum period** if we say so in the contract information and contract summary. During the **minimum period**, we may also pass on any additional ad hoc charges we incur.

3.1 Our **charges** are based on the length of time you commit to taking the **services** from us. This commitment is referred to as the “minimum period” as it’s the minimum period you agree to pay for the **services**, subject to these **terms and conditions**.

3.2 The **minimum period** for the **services** will be stated in your **order form** (or will be 12 months if none is stated) and shall start on the **activation date** (see section 7 “services”).

3.3 You have the right to end your **contract** with us within 14 days of our **order confirmation** (“cooling-off period”) for any reason. If you end your **contract** within this period, you

will only be charged **installation fees** and **activation fees** for **services** installed, and **service charges** for **services** used up to the date of termination, plus the cost of returning (and replacing or repairing if necessary) any of our **equipment** but will not be charged an **early release fee**.

3.4 If you terminate your contract after the cooling off period, but before the minimum period has expired, we may charge you an early release fee in addition to any outstanding charges as set out in section 14 (“ending the contract”).

Additional services

3.5 You may purchase additional services during your **contract** term, which will be added to your **contract**. Such additional services may be subject to additional terms and conditions (service terms) and these will be notified to you before agreeing your order for these services. You accept that any additional services may be subject to the same or separate minimum period as stated in the order form, but which will not exceed the minimum period of your **contract** for fibre services. This will be set out in your change order confirmation. If you need to cancel an additional service prior to expiry of its minimum period, we may charge you an early release fee for that service as set out in the change order confirmation for that service.

4: Getting you connected

We'll get you connected as soon as possible but may need to physically install fibre and equipment at your home. As every installation is different, we can't commit to an activation date until all installation work is complete. Target installation dates are based on standard installation conditions; if installation at your premises is non-standard, we'll advise you on the options.

4.1. We'll get you connected as soon as possible but may need to physically install fibre and equipment at your home. As every installation is different, we can't commit to an activation date until all installation work is complete. Target installation dates are based on standard installation conditions; if installation at your premises is non-standard, we'll advise you on the options. We will use our reasonable endeavours to install the **services** by the **target installation date**, although any target date is an estimate only. We will notify you of any changes to the **target installation date** as soon as possible.

4.2. Our **target installation date** and **installation fee** assume: (i) installation is a **standard installation**; and (ii) that you have secured all necessary consents and permissions as set out in section 5 before we access your home and surrounding premises.

4.3. Our agreement to provide the **services** is subject to survey (which may be conducted at various stages prior to and during the installation process). If a survey shows that the **equipment** cannot be installed or connected at your home, or if a non-**standard installation** is required, we will notify you of this as soon as possible after the survey and confirm any additional costs for installing the **fibre service** and/or a revised **target installation date**. If there are additional costs and you are not willing to pay these, you or we may end the **contract**.

4.4. You agree that a person who is at least 18 years old will be present at your property when we install and activate the **equipment** and who we will assume is authorised by you to facilitate our entry/works. If a person who is at least 18 years old is not present, we may charge you a **wasted visit fee**.

4.5. If we are unable to activate your **fibre service** by the **target installation date**, unless this is due to delays beyond our reasonable control, including your failure to comply with your obligations, you may be entitled to claim a delay payment for each day the **fibre service** is delayed beyond the **target installation date**. If we haven't installed the **fibre service** within 2 calendar months from the **target installation date**, you or we may terminate the **contract**.

4.6. If we schedule an engineer appointment to install your **fibre service** and they fail to arrive on that date without giving you at least 24 hours prior notice, you may be eligible for a 'failed visit credit' as set out in the [price book](#). We shall have no further liability to you for any delays or failure to provide the **services**.

4.7. If the **contract** is terminated under section 4.3 or 4.5 we will refund any payments you have



made to us up to the date the contract is terminated which, together with any delay payments and/or failed visit credits, shall be the full extent of our liability to you.

5. Consents and permissions

We'll need access to your property to install and maintain equipment and activate the services. Section 2 of these terms and conditions includes a pdf summary of works we may need to carry out. For any of these to go ahead, you'll need to give us, or our fibre partners, consent to access your property. We may also need you to obtain your landlord's permission or that of other interested parties (if any) if you are a tenant or leaseholder.

5.1 In order to install and provide the services, we (and our third-party contractors) will need to access your property, including to inspect, install, test, repair and maintain the **network** and **services** for as long as you take **services** from us. As the property owner or tenant, we may need you to grant us, or our network provider, a wayleave (legal document expressly granting us these rights) before the **service** can be installed, and you agree to do this at your cost as a condition of the contract and our obligation to provide **services**.

5.2 In entering the **contract**, and as a condition of **service**, you confirm that:

- (i) you have (or for leaseholders, have obtained) the necessary rights, consents, and permissions to enable us to provide the **services**, including as set out in clause 5.1 above.
- (ii) your property can be accessed, and any works carried out safely.
- (iii) you will enter (or get your landlord to enter) into a wayleave agreement either with us or our network provider, on our request (if necessary), with rights to assign to our partner fibre provider.
- (iv) you will allow us access to your property on reasonable notice and as arranged with you to carry out any of the activities set out in section 5.1; and
- (v) someone who is at least 18 years old will be present whilst we or our contractors are at your property.

5.3 If we are unable to carry out an activity requiring a home visit on the agreed date due to your failure to carry out an obligation in section 5.2, we may charge you a **wasted visit fee**. We will subsequently contact you to try to rearrange the scheduled visit but if we are unable to reach you, despite using reasonable efforts to do so, we may terminate the **contract** on at least 14 days' notice to you in which case you will be liable to pay an **early release fee**. If you need to rearrange a site visit for whatever reason you must give us at least 24 hours' notice to avoid being liable for a **wasted visit fee**.

5.4 If you request and we agree to carry out any activities outside of **normal working hours**, and/or we agree to change the route of the network connection point across or into your property, this may incur an additional charge and/or extend the **target installation date** which will be confirmed with you prior to scheduling the work. Any agreed additional **charges** must be paid before work is carried out.

6 Equipment

The router and ONT (our equipment that's on and inside your house) are key components of the services; any interference with/damage to them could impact the quality of service. We ask that you keep them safe, follow our instructions, and return them to us in good working order if you decide to leave us. Any other equipment that you connect to them will be your responsibility, as is the ensuring that they would be compatible with our network.

6.1 Any **equipment** provided by us shall, unless stated otherwise in your **order**, be owned by us or our suppliers. You must look after the **equipment** and follow any instructions we provide to you regarding its use, possession, or handling. You must:

- (i) ensure the **equipment** is safe and secure.
- (ii) not remove, relocate, interfere, or tamper with the **equipment** or permit anyone else (other than us or our contractors) to remove, relocate, interfere or tamper with it, including for the purpose of diagnosing or fixing faults.



- (iii) ensure anti-virus software settings and controls are active.
- (iv) notify us without delay if you believe the **equipment** is faulty or damaged.
- (v) not deface, obscure or remove any identification markings on the **equipment**.

6.2 it is your responsibility to ensure the parental controls on the **equipment** are configured for your needs (if any) and are active and working (where relevant).

Liability for loss or damage

6.3 Once the **equipment** has been installed and tested, if we need to repair or replace it and this isn't due to our negligence or an inherent defect in the **equipment**, we may need to charge you for this up to the replacement cost (see **equipment** charges in the **price book**).

Return equipment: upgrade and end of contract

6.4 If you upgrade your **services** and this requires different **equipment**, you must return the old **equipment** to us in good working order. The same applies if you terminate the **services** or the **contract**. If the **equipment** is damaged or you fail to return it within 14 days of any new **equipment** being shipped to you/termination of the **services** or **contract**, then we may charge you our reasonable costs for repair or replacement up to the replacement costs set out in the **price book**.

Your equipment

6.5 You are responsible for your own equipment and ensuring any equipment you use to access or consume the **services** (e.g., PC, tablet, laptop, TV) is compatible with our **equipment** and **services**, and complies with law. The **services** do not extend to the provision of advice or guidance on the integration, configuration or compatibility of your equipment with our **network** or **equipment**. If you are unable to use the **services** through your **equipment**, where this is due to compatibility or configuration issues between our **equipment** and yours, we cannot be responsible for this and will be entitled to continue charging for the **services** once activated.

6.6 If you raise a support request and the underlying cause of the issue relates to your equipment, we will advise you of this and may be unable to resolve the issues through our support **services**. In these circumstances, we may charge you for the costs of support or otherwise suspend support until you have resolved any incompatibility issues.

6.7 We will use reasonable efforts to place **equipment** where you want it, but this may not be possible for technical reasons or may interfere with the quality of the **service** and/or speeds achievable and /or require additional work or **equipment**. Where additional work or **equipment** is required, you may either accept any additional installation charges or you or we may terminate the **contract**. If you or we terminate the **contract** in these circumstances, you shall be liable for all outstanding **charges** and **early release fees**. If you want us to go ahead despite advising you against placing the **equipment** in a particular position or location, we shall not be liable under section 7 (Services) for any failure to achieve the **minimum speed guarantee**.

7 Services

We'll do our very best to keep you online but can't guarantee total uninterrupted access or that the service will be fault free. There may be some downtime where we or our fibre partners need to update or maintain the network for security or other reasons, but we'll always aim to cause the least amount of inconvenience to you.

7.1 Once installed, our engineer will test the speed of your **fibre service** at the **equipment** and share the results. Note that speed and coverage may differ within your home due to a variety of factors, including thickness of walls, insulation materials, distance from router etc., and in such circumstances you may wish to purchase such Wi-Fi service as may be available from us from time to time (subject to additional charges) to achieve better coverage throughout your home.

7.2 We will do our best to keep you online and will respond as quickly as possible to any **network** outages or faults to help reconnect you. However, we do not guarantee or commit to providing a fault or error free service, or that you will have uninterrupted internet access.

7.3 We or our partners may need to update, configure, or upgrade their network or services and

we may need to do the same to the equipment during the term, for the purpose of routine or essential maintenance and as we consider necessary for the safe functioning of the **equipment** and **network** and to provide the **services**. This may require us to temporarily suspend or interrupt your **services**. Where this is necessary, we will get you back up as soon as we can and try to minimise the disruption to you.

7.4 If there is a fault with your **service**, you must tell us without delay. Most faults can be diagnosed and fixed remotely, but if we believe an engineer is required, we will arrange for one to visit your home. You must ensure that someone aged at least 18 will be at home for the scheduled service visit. If not and we cannot do the service visit, we may charge you a **wasted visit fee**.

Third party services and network providers

7.5 We have no control over third-party network providers or their network and may need to suspend or terminate **services** in response to any suspension or termination by them. We therefore reserve the right to suspend or terminate the **service** in such circumstances without liability to you.

7.6 If you intend to use your fibre services for voice services e.g., VOIP/digital voice services, unless you have purchased a VOIP service from us as an additional service, please be aware that you will be unable to use your VOIP/digital voice service and will not be able to access the emergency services through your VOIP service if there is a power cut or power failure, or a failure or loss of service of the fibre services.

8 Using the Services

The Services are for domestic purposes only (including for working from home). We also ask that you don't misuse the services for any illegal or malicious reasons – if we have reason to think you maybe misusing them, we can investigate and, if necessary, terminate your connection to the services.

8.1 The **services** are for use by you, members of your household and any guests.

8.2 The **services** may not be used for the purpose of running a business from your home and may not be used regularly by guests in place of their home or office networks if using the **services** in connection with their employment or any business activities.

8.3 You must ensure that any customer equipment used with the **services** has up to date standard virus protection.

8.4 You must not use or allow anyone else to use the **equipment** or **services**:

(i) to send or deliberately receive offensive, abusive, defamatory, obscene, menacing or illegal messages or material (including, but not limited to, images of child abuse);

(ii) to cause annoyance, nuisance, inconvenience, or needless worry to, or infringe or interfere with the rights of, any other person;

(iii) to commit any illegal acts;

(iv) in any way that harms or is intended to harm the **services** or **equipment** of another internet user (including to hack, interfere with or any way undermine the security of another user's hardware, software or service) or to impersonate another internet user;

(v) In a way that causes or is likely to cause harm or damage to our **network** or systems;

(vi) copy, distribute, attempt to disassemble, decompile, create derivative works of, reverse-engineer, modify, sub-license, or use for any other purposes any software or equipment we provide to you;

(vii) In breach of our **Acceptable Use Policy** which can be found on our [website](#); and

(viii) in a manner which is inconsistent with reasonable residential domestic use (including home working) or use as a home office.

8.5 If we believe you are misusing the **services** or using the **services** in any of these ways, we shall be entitled to suspend and investigate and/or terminate any or all of the **services** without liability to you.

8.6 If you are found to have misused the **service** or **equipment**, including where you have used the **service** or **equipment** in breach of this section 8, you agree to reimburse us for all liabilities, claims, losses, and costs (including legal costs and costs of suspending and/or terminating

the **service** and removing your account) we suffer or incur as a result.

8.7 We, or a third party acting on our behalf, may monitor and/or record communications sent over the **network** to ensure **network** security and in detecting or stopping crime.

9 Charges

Our charges for fibre services reflect the different stages of work involved in providing the service to your home. These are, installation, activation and service/maintenance, as set out in your order form. We won't increase your **charges** during the **minimum period**, unless we've informed you in the contract information and contract summary but we may need to pass on occasional ad-hoc charges we incur..

9.1 The **charges** for the **services** are set out in the **order confirmation** and shall be payable as set out in section 10 (Payment).

Installation and activation fees

9.2 **Installation fees** and/or **activation fees** are one-off fees payable for the works required to get you connected to the internet and are based on a **standard installation** as set out in section 4.

Service charges

9.3 **Service charges** are recurring monthly payments for the provision of the **services**, as well as ongoing support and maintenance of the **network** and **equipment**.

9.4 Save as set out in sections 9.5 and 9.6 below, we will not increase your **service charges** during the **minimum period**. Once your **minimum period** has expired, the **service charges** applicable to your **services** may increase. If they do, we will tell you what your new charges will be before they take effect via an end of contract notification.

Ad-hoc Charges

9.5 We may charge you a one-off fee or increase your **service charges** (including during the **minimum period**) to cover any increase in our costs (i) due to increases in the costs of third-party services e.g., network services, or (ii) where we are required to make operational changes or incur costs in order to comply with a change in law or regulation.

9.6 You must also pay any ad-hoc or ancillary charges we have incurred where we have clearly stated this in the **contract** and **price list**, such as a **wasted visit fee**. If you do not want to pay any ad-hoc charges and decide to terminate, you will have to pay us an **early release fee** as well as pay **charges** for **services** consumed up to the date of termination.

9.7 We may need to charge unexpected ad-hoc charges where the amount is not set out in the **contract** or **price list** but additional charges from our network provider, we will give you 30 days' notice and if you do not accept any unexpected ad-hoc charges, you may terminate the **contract** without having to pay us any **early release fees**.

9.8 Our charges include VAT at the prevailing rate. If the rate of VAT increases, our **charges** for the **services** shall be increased to cover any additional VAT. In such circumstances, if you are within your **minimum period** and want to terminate the **contract**, you may be liable to pay an **early release fee** in addition to any outstanding **charges** for **services** used up to the date of termination.

Early release fees

9.9 If you end the **contract** before the **minimum period** has expired, unless otherwise stated in these **terms and conditions**, you may have to pay us an **early release fee**. The **early release fee** is intended to compensate us for loss of profit, taking account of any costs saved from not providing the **services** until the end of the **minimum period** and is calculated as follows:

1. We start with the remaining amount you were due to pay from the date of termination to the end of the **minimum period**.
2. We take off VAT.
3. We take off an amount of £0.55 per month for each month remaining until the end of the **minimum period** which reflects the costs we save as a result of you leaving early, e.g. payments to suppliers.

4. We add VAT to the final amount to create the early release fee.

10 Payment

Our payment terms are standard: payments for installation and activation works are due once they have been completed and service charges are then paid in advance on a monthly basis, once your connection has gone live.

We do charge 4% interest on late payments and recovery of debt charges, if you have not been able to pay the amount owed. Please note: it's very important you give us correct and up-to-date information for us to bill and administer your account. Finally, you (as the account holder) will be liable for all charges incurred in connection with your account (including due to family members and guests), except where a third party has committed fraud through your account.

10.1 The due dates for payment of **charges** are set out in your **order** and **order confirmation**. You will pay for all services monthly in advance. All **charges** must be paid in full by their due date. If you do not pay your bills on time, we may take any or all of the following actions:

(i) charge you interest on the outstanding amount at the rate of 4% above the bank of England base rate from time to time, which shall be calculated and applied daily for each day payment is late.

(ii) seek to recover the debt (ourselves or through a third party) and charge you the costs of debt recovery proceedings; recover from you all costs incurred by us in pursuing your non-payment, including bank charges due to cancelled or failed payments, the cost of visiting you, including through any debt collection agency.

(iii) suspend or terminate your **contract**.

10.2 We may ask you for a deposit either as a condition of **service** i.e., where you have failed a pre-service credit check, or as deemed appropriate by us e.g., as security for **equipment**. We may use some or all of the deposit to cover any **charges** you owe us and will notify you if this happens. We will return any unused deposit if you terminate your **contract** and once any **equipment** has been returned and checked.

10.3 If you know you will be unable to make a payment, please speak to one of support staff who can discuss the options with you. If you fail to pay a bill on its due date and we haven't agreed an alternative arrangement with you, we will notify our credit reference agency who may note the missed payment on your credit record, and which may impact your ability to get credit in the future. A copy of our payment and debt policy can be found on our **website**.

Payment methods

10.4 You may pay your bills by credit or debit card. Where you pay by direct debit and this is subsequently cancelled or isn't cleared by your bank when due, we will charge you a payment handling and processing fee as set out in the **price book**.

Service changes

10.5 If we agree to make changes to your **service** (e.g., upgrades or downgrades) as set out in section 11 below, any changes to the amount payable for the **services** will be reflected in your monthly bills following the **service** change or the month following, where the **service** change occurs after we have processed that month's payment.

Email billing

10.6 You must provide and maintain a correct and valid email address to receive bills using our digital billing service. We make no commitment that the digital billing service will be available at all times. Where you have signed up to use our digital billing service, you shall remain liable for payment of all bills whether you have accessed our emails or not, including where there is a problem with the internet, your email service, address, or server and whether you have opened or read the bills.

10.7 We have the right to refuse you access to digital billing at any time and for any reason.

Liability for charges

10.8 You shall be liable for all **charges** connected with your account, including where these have

been incurred by someone else e.g., other family members or guests and whether or not they have your permission, except for where this due to fraudulent activity. It will be assumed that anyone visiting your home or with whom you share your PIN number and/or password has your permission to access and use the **services**.

10.9 You must provide accurate and up to date information throughout the term, including in respect of banking and contact details, to enable us to provide and bill the **services** and administer your account.

11 Service and contract changes

Except in limited circumstances (including any price rises that might come at the end of your **minimum period**, as mentioned in section 9 or any increases we make as set out in your contract information and contract summary), if we need to make a change to your contracted services, terms and conditions or charges, and these aren't exclusively to your benefit, we'll give you 30 days' notice of the change and a right to cancel the contract without having to pay an early release fee.

Changes we can make

11.1 We may make changes to the **services** and/or these **terms and conditions**, at any time. We may also make changes to the **charges** but only as set out in section 9 (charges).

11.2 We may make changes to the **services, terms and conditions** or **charges** that are: (a) purely administrative, (b) exclusively to your benefit, or (c) required by law. Except for where such changes are purely administrative or required by law, if we make any changes to the **services** or **terms and conditions** which aren't exclusively to your benefit, or change the **charges**, we will give you 30 days' notice of the change, and if you don't accept the change, you may cancel your **contract** with us within the 30 day notice period without having to pay an **early release fee**.

Changes to additional services

11.3 If we make a change to the **charges, service** or **terms and conditions** of an **additional service** and you don't accept the change, you may end the **additional service** within 30 days of our notification of the change but shall not have a right to end the **contract/unaffected services** which shall remain in full force and effect if you end the **additional service**, you may still be liable to pay **early release charges** for that **service**.

Changes you can request

Fibre upgrades and downgrades

11.4 You may upgrade or downgrade your **services** during the **contract term** with our agreement. A new **minimum period** and/or new **charges** may apply.

Home moves

11.5 If you are moving home you will need to end your existing **contract** with us (including paying any **early release fees** payable) before taking out a new one. If you want to preserve and transfer your existing **services** and package to your new home, we will try to make that happen but will need you to sign a new **contract**. Where we can provide you with the same **services** in your new home, we will honour the terms of your old **contract**, including any remaining **minimum period, charges** etc., which will apply to your new **contract** unless you want to start over, and we will credit back any **early release fees** paid by you terminating **services** to your previous home. In either case you may still need to pay an **activation fee** or **installation fee** at the new home.

11.6 Where we are unable to offer you the same **services** but can provide an alternative package, we will try to absorb any **early release fees** you might owe when ending your **contract** related to your old house but may need you to enter into a new **minimum period** for **services** in your new home to avoid any **early release fees** on your old home.

11.7 If you are moving home, please contact us as soon as you intend to cease services on your old property to enable us to discuss the options and, where possible, arrange to transfer your **services**.

12 Liability

Our liability reflects the contractual commitments we each make and are intended to be balanced, reasonable and proportionate i.e., your use of the services/equipment is within your control, therefore we won't cover any related loss. We list certain disproportionate losses and damage we won't cover, and any that fall outside of that must be reasonably expected to occur.

12.1 Nothing in this **contract** will limit or exclude any liability we may have to you for death or personal injury as a result of our negligence or that of our agents, employees or sub-contractors; fraud or fraudulent misrepresentation; or any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

12.2 Except for losses and damage listed in Section 12.5 ("Excluded Loss" - for which we won't be liable), and for losses caused by circumstances outside of our control or within your control (section 12.3) we will only be liable for losses that could reasonably be expected to occur when we entered into this contract and which result from our failure to comply with our obligations or duty of care to you, but then only up to the financial limits set out in section 12.6 (financial limits).

Matters outside of our control/within your control

12.3 We will not be liable to you (or anyone you allow to use the **equipment** or **services**) for losses or damage which you experience due to:

- (i) Your failings under the contract, including but not limited to breach of our acceptable use policy, fault or failure of **equipment/services** due to your interference with the **equipment** (which shall extend to any losses you suffer due to us exercising our rights of suspension under section 13).
- (ii) Your use of the **services**, including all messages and content exchanged over the internet and any commitments you enter into with third parties, for which you will be wholly liable.
- (iii) problems caused by other network operators/providers of telecommunications services.
- (iv) third party services, applications, equipment or goods, content (including any viruses) you access or use through the **services**.

12.4 not be liable to you for any degradation or loss of **service** due to matters outside of our reasonable control including: epidemic, pandemic, severe weather conditions, war (or terrorist activities or civil disturbance) or acts of government.

Excluded loss

12.5 We shall not be liable for the following loss or damage:

- (a) loss of or damage to data or information;
- (b) loss of or damage to business (including loss of contracts, profit, revenue or damage/impairment to goodwill);
- (c) loss of income;
- (d) loss of your time;
- (e) for, and related to, failure of any alarm system or monitoring device, platform or system (including to detect threats to property or person) or any other services, goods or equipment (physical or digital) not provided by us which you use or access through the **services** or over the **network**.

Financial limits

12.6 Our total liability to you for: all loss or damage to physical property, shall be limited to £100,000; all other loss or damage under this contract, shall be limited to £5,000 for any one incident or series of related incidents.

13 Suspension

We may need to temporarily suspend services for a variety of reasons. Unless this is for legal or regulatory reasons or for the immediate protection, repair or maintenance of equipment, systems or network, we'll always try to discuss the matter with you before suspending services.

13.1 We may suspend the **services** in the following situations and circumstances until any issues are resolved:

(i) To carry out remedial or repair work to the **network**, our systems or **equipment** and/or to respond to events or threats which, in our opinion, could compromise the security of the **network, services** or **equipment**.

(ii) To comply with law, including where we are instructed to do so by government or a regulator.

(iii) you have committed a serious breach of the **contract**, including providing false, misleading or inaccurate information for the purpose of obtaining the **services**, breach of section 8 (“using the services”); persistent breaches of the **contract** i.e., persistent failure to pay the **charges** or any outstanding amounts.

(iv) your inappropriate treatment of our staff (including using obscene or offensive language).

How we will suspend the services

13.2 Except for where we need to suspend **service** under clause 13.1 (i) and (ii), which we may do without notice, we will attempt to discuss any issues giving rise to a right to suspend **services** and attempt to resolve the matter with you (although we have no obligation to do this or incur further time or costs in dealing with the matter).

13.3 If we suspend **services** due to clause 13.1 (iii) or (iv), we may charge you a suspension and reconnection charge which you must pay before being reconnected to the **service** and you will remain liable for all **charges** associated with the **service** during any period of suspension.

14 Ending the contract or services

You can end the contract within the cooling-off period, on 30 days’ notice at any time, or where we’ve committed a serious breach of any firm commitments. We may end the contract if you’ve committed a serious breach, if we’re unable to provide the services (including where our supplier suspends or withdraws service), or where required to comply with law. Depending on the reason for the contract ending, you may have to pay any outstanding charges and any early release fees.

Your rights to end the contract

14.1 You may end the **contract** at any time by giving us 30 days’ notice. Unless section 14.2 applies, you must pay us the charges and fees set out in Section 14.6 (“consequences of ending the contract”).

14.2 You may end the **contract** within the **cooling off period** (clause 3.3), or for the reasons set out in section 11.2 (change) or 4.5 (non-standard installation), Where you end the contract in these circumstances, you shall not be liable for any **early release fees** or **recoverable installation fees**, provided you end the contract as set out in the relevant section, including within any timeframe stated.

Your rights to end an additional Service

14.3 You may cancel an **additional service** within the **cooling off period** for that service (section 3.3) without having to pay an **early release fee**. If you cancel an **additional service** under this section you shall be liable for all **charges** for that service up the point of termination and all other **services** forming part of your **contract** shall remain in full force and effect unless you are terminating the **contract** pursuant to section 14.2.

Our rights to end the contract

14.4 We may end the **contract** at any time where:

(i) You have committed a serious breach of the **contract** (including any breach of sections 9 and 10 (payment and charges), 5 (consents and permissions), false or inaccurate information for the purpose of obtaining the services/equipment) and you have failed to put things right within 7 days of us notifying you of the breach.

(ii) Where we are entitled to suspend **fibre services** pursuant to section 13 (law and regulation), (fraud against us).

(iii) we have suspended your **fibre services** due to your breach of these **terms and conditions**.

(iv) specifically stated elsewhere in the **contract**.

(v) The network provider is unable to provide the **fibre services**, including where it is ordered to



cease the **fibre services**, or its licence or permission is revoked, by the regulator.

Our rights to end an additional service

14.5 We may end an **additional service** at any time for the reasons listed in section 14.3 (i) – (v) as if references therein to “**fibre services**” were replaced with a reference to the relevant “**additional service**”. Where we end an additional service all other services under your contract shall remain in full force and effect.

Consequences of ending the contract

14.6 If you end the **contract** as set out in Section 14.1 (“your right to end the contract”), or we end the **contract** as set out in the Section 14.4 (i) or (iii) (“our right to end the contract”), you must pay (i) all **charges** for **services** up to and including the date of termination, and where the contract is ended during the **minimum period**: (ii) **early release fees**).

14.7 Where the **contract** is ended for any reason, the provisions of Section 10.1 (“Payments”) and Section 6.3 (“Equipment”) will remain in full force and effect until there is no outstanding debt (including in respect of any **equipment** repair or replacement costs) on your account and any **equipment** is returned to us. We (or a third party acting on our behalf) will notify you of any outstanding debt and confirm once this has been settled and your account is closed.

15 Your personal information

We take your privacy seriously and want to ensure complete transparency in terms of what information we collect, how we collect and use it and for what purposes, how we manage, store and safeguard your information and which third parties we will share it with and why. The main purposes are set out below but please read our privacy policy for a comprehensive summary, together with a reminder of your rights and how we go about protecting them

15.1 Any **personal data** you provide to us shall be used in accordance with our **privacy policy**, which is available on our [website](#). We may check your details with credit reference and fraud prevention agencies prior to and during the **contract term** to assess your ability to pay for the **services**. These agencies may record the fact that a check was made (even if your application for services doesn’t progress) and use this information to detect and prevent fraud.

15.2 We will regularly share information about your payment history in respect of the **services** with credit reference agencies. If we consider that your account is in default (i.e., you have not paid us in breach of your contract) and you’ve failed to bring your account up to date following written notice from us, we may pass your debt and/or details to a third party debt collection organisation to secure payment and/or report the unpaid debt to credit reference agencies who will record that default on your credit file.

15.3 We may use your **personal data** (including IP address) to verify that you are complying with the **contract** and our **Acceptable Use Policy**, including in conducting any investigations related to a suspected breach, and which may involve passing your details to the network provider or authority who has a legitimate interest in the outcome of any investigation.

15.4 We can only discuss your account and **services** with you. If you would like us to talk to someone else on your behalf, please contact us to arrange this. Further information is in the Power of Attorney and Third Party Guide available on our [website](#).

16 General

This section deals with common legal and operational issues relating to the clarification and exercise of your or our rights under the contract and includes things like; clarifying that you can’t pass the contract off to someone else without our consent, our rights to subcontract services to third parties, like partner fibre providers etc., and how to make a complaint.

16.1 We may transfer, subcontract, assign or novate any or all of our rights (including the right to recover the charges) or obligations under the **contract** without your consent, but this will not affect your rights under the **contract**.

16.2 You may not transfer the **contract** or any of your rights under it without first obtaining our



written consent.

16.3 If we do nothing, or delay taking action, when you breach the **contract**, we will still be entitled to take action at a later date if we choose to.

16.4 Notices to you under the **contract** will be sent by post or hand to the billing address, or in the case of email to the last known email address that you have provided. We will treat such notices as having been received 2 working days after we have sent it to you, unless we receive evidence to the contrary.

16.5 Notices to us under the **contract** must be sent by post to Giganet, c/o Cuckoo Fibre Limited, Milford House, Pynes Hill, Exeter, EX2 5TH.

16.6 If any part of the **contract** is declared invalid or is void or unenforceable, the validity of the rest of the **contract** will not be affected.

16.7 The laws of England and Wales apply to the **contract**.

16.8 We will contact you using the contact information you have provided, usually via email or mobile SMS or phone call.

16.9 If you are unhappy with our **services**, we will do our best to put things right. If you are still unhappy, you can access a copy of our customer complaints policy from our **website** which provides more information about how we handle complaints and the ombudsman service available.

16.10 We may provide promotional offers from time to time. If we do so, there may be terms which apply in addition to this **terms and conditions**.

16.11 At Giganet we are committed to understanding the needs and preferences of our customers in vulnerable circumstances and those with accessibility requirements and to treating all such customers fairly and with respect. If you make us aware of your circumstances we can provide a range of different support services, including providing documents in accessible formats. Further information can be found in our [Vulnerable Customer Policy](#).

Valid from 7th September 2024

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