



Broadband Services Terms and Conditions for Gigabit IQ – October 2024

At Gigabit IQ our aim is to keep our terms & conditions as simple as possible so that we can both understand them and know what to expect. The following terms and conditions apply to the user broadband services (“Services”) which we may supply to you. Please read these terms carefully.

Please also refer to the General Terms & Conditions, and any applicable terms on the Residential or Business Contract Order Forms.

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

You can contact us by telephoning our Customer Care Team at 0800 254 5500, by emailing us at sale@gigabitiq.com or by writing to us at Gigabit IQ, 1 London Road, Hindhead, GU26 6AB.

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



1. Orders, Installation and Customer Equipment

1. **Your order** – Placing an order via our website, telephone, or in person sales representative is a request from you, for us, to deliver the services ordered to the address you have requested. Us accepting your order via an order confirmation email does not guarantee or create a contractual obligation for us to deliver the services. Both you and us have the right to cancel an order:
2. **Your right to cancel an order** – You may cancel your order within 14 days from the day on which you receive your order confirmation email. If more than 14 days has passed, but your service has not been installed or activated, you may still cancel your order. In order to cancel an order, please contact us via the usual methods published on our website.
3. **Our right to cancel an order** – We may cancel your order at any time and for any reason. We will let you know the reasons why we are cancelling your order.
4. **Installation** – If you do not already have our network provider’s fibre inside your property then we will arrange for our network provider to install it. You will need to sign a wayleave to allow the installation. Installation falls into one of two categories: Standard installation - Most properties are included in the standard installation category for which there are no additional costs to those advertised when you placed your order. When we contact you to book the installation, we will ask a series of questions to ascertain whether your property is likely to qualify as a standard installation.

What qualifies as a standard installation varies depending on the network provider we are using to connect your property.

1.4.1 Non-standard installation - If your property appears from our assessment to be non-standard, we will arrange for a free of charge site survey. Once this is complete, we will detail to you whether the installation is standard or non-standard. If non-standard we will present you with a quotation for connecting your property. You have the opportunity to reject the costs and cancel your order penalty free.

5. **Network provider equipment** – Our network provider will install into your property equipment such as fibre optic cabling and a network termination point and ask you to sign a way leave to agree the installation. All such equipment remains in ownership of the network provider. If you cause any damage whether by accident or on purpose, there may be a charge to replace or repair the damage caused in order to reinstate your service. If you do not agree to the charge, your payment obligations remain in place, even if you are unable to use the service.



6. **For services being provisioned over 3rd Party Networks** - A site survey may be applicable, and is subject to the agreement of the 3rd Party Network Provider. By ordering the Services, you authorise us to do the necessary work at your property on a date prior to the date booked for your internal installation. The 3rd Party Network Provider engineers will identify the most efficient route for the cable. If you require the external network termination equipment (NTE) to be located more than 3 metres from where the cable has been left ready, this may result in an additional charge and a further visit may have to be booked, which will delay your final installation. Gigabit IQ is not responsible for any repair or damage caused at your property by 3rd Party Network Providers or their subcontractors.
7. **For New Installations**, Gigabit IQ do not guarantee that the installation will be completed and your Services activated on the arranged date and so we recommend that you do not terminate your existing broadband provider until our Services have been installed and activated. Please note we cannot accept any liability for any costs, expenses, losses, damages or other liabilities (howsoever arising) which you may incur as a result of any delay to the timing of the activation of your Services.
8. **Access to your property** - If you do not allow the 3rd Party Network engineers to access your property (and you do not have a good reason for this) your installation may be cancelled and we may, at our discretion, apply an aborted installation charge. If the engineers decide that it is not possible to carry out installation work safely, or if there is no one over the age of 18 present at the property on the day booked for your installation, you will be informed and given the opportunity to make alternative arrangements. You acknowledge that we don't have to install or provide our Services until we have all the consents and permissions required from you or consent of others, for example, your landlord if you are a tenant. If you can't provide us with these then we may choose to end your Contract with us.
9. **If the installation cannot be carried out as arranged** - 3rd Party Network Provider engineers will do everything possible to achieve your installation at the arranged time, but if it is not possible to continue with the installation appointment because of safety issues, a fault within the network equipment leading to the exterior of your property, the complexity or the materials required, the engineer will inform us and will ask you to confirm your acceptance that a further appointment will be required. We may charge you reasonable costs incurred by us as a result if the failure to complete the installation is due to your fault or anything you've done. If, despite our reasonable efforts, we can't provide the Services to you by the expected installation date for any reason or we are unable to contact you or re-arrange access to your property we may end the Contract. As we do not guarantee that the installation will be completed and your Services activated on the arranged date, we recommend that you do not terminate your existing broadband provider until our Services have been installed and activated. If the installation cannot be carried out as arranged or we end the Contract for any of the reasons set out in this clause then we won't accept responsibility for any costs or losses this causes you.
10. **Rights of 3rd Party Network Provider under the Communications Act 2003** - By ordering and requesting installation of the Service, you agree that Our or the 3rd Party Network Provider Equipment (including the



internal network termination point, once it is installed inside your property) will be placed on your property and will remain there, irrespective of whether you or anyone who purchases your property takes Services from us. You accept that when apparatus is installed on your property in order to connect your property to our network, a permanent Wayleave is granted to 3rd Party Network Provider under the Electronic Communications Code. This permits 3rd Party Network Provider to place apparatus on your property and permits them to keep it there and maintain it.

You should ensure that any future purchaser of your property is made aware of the existence of this Wayleave and the position of the apparatus.

- 11. Gigabit IQ provided customer equipment** - As part of your service we may provide you with a router, or other additional equipment such as mesh Wi-Fi extenders. All such equipment remains in ownership of us. We will ask you to return it to us, if your services are cancelled. If you cause any damage whether by accident or on purpose, there may be a charge to replace or repair the damage caused in order to reinstate your service. If you do not agree to the costs, your payment obligation remain in place, even if you are unable to use the service. If you are unable to return the equipment to us or require a replacement due to breakage the following charges will apply: Main Router: £120 inc VAT Mesh Extender Units: £120 inc VAT



2. Minimum Contract Period & Service Activation

1. **Minimum contract period** – All of services have a minimum contract period advertised when you placed your order and shown in your order confirmation email. This period starts from the date your service is activated. This means you will need to pay for the services up to this date even if you cancel or migrate the services away from us to another provider. All initial contracts are over a period of 24 months unless clearly stated otherwise.
2. **Service activation date** – The date of your service activation and start of the minimum contract period depends on whether it's a new installation, or activating an existing installation:
 - 2.1. **New installations** - If your order requires a new fibre installation, this will be installed and tested by our network provider. Once the installation has been completed successfully, any equipment provided by us will be dispatched to you via courier. Your service will be deemed activated and the minimum contract period begins on the date the courier attempts its first delivery.
 - 2.2. **Existing installations** - If your order can be activated using fibre already installed, we will agree a date of service activation with you and this will be confirmed via email. The minimum contract period begins on this date. Any equipment provided by us will be dispatched to you via courier in advance of the activation date.



3. **Our rights to access our equipment** - You authorise us or our 3rd party network providers to install, keep and use equipment at your property and you agree that we and our employees, agents, 3rd party network providers or contractors may enter your property so that we can:
- 3.1. carry out any work that is necessary for us to connect, maintain, alter, replace or remove any equipment necessary for us to supply our Services to you and others’;
 - 3.2. inspect any of our equipment;
 - 3.3. you agree not to do anything, or allow anything to be done, at your property that may prevent access to the equipment; and
 - 3.4. we cannot normally remove permanent equipment installations if you end this agreement or move from your home.

3. Internet Service

3.1 **Advertised speed** – The speed advertised at signup, is the average available to at least 50% of our customers, at peak time, via a wired ethernet connection. The service is shared between multiple customers so you may not be able to achieve the advertised speed at all times. The internet is a shared resource and the speed of your connection can fluctuate and be affected by many different factors; including but not limited to, the service on the internet you are connecting to, congestion on 3rd party network equipment, local Wi-Fi or device performance.

3.2 **Minimum guaranteed speed** - We offer a minimum guaranteed speed of 50% of the purchased package. Your guaranteed speeds are shown on your order confirmation email. If you are consistently unable to achieve the minimum guaranteed speed, via a wired ethernet connection, to a speed test server we nominate, and we have ruled out any issues with your equipment by following our speed testing guidance, we will endeavor to fix this within 30 days or it will be regarded as a fault per section 3.6.

3.3 **Service & network availability** - The internet is a global collaboration of many thousands of companies working together to relevant standards. We cannot guarantee that all these services will always be available or that they will accept connections from our network.



3.4 Wi-Fi speed and coverage – Due to technological nature of Wi-Fi, we cannot guarantee any particular, bandwidth, speed, coverage or stability via Wi-Fi - although we will help to optimise our equipment to your environment where possible. If you are experiencing slow speeds, downloads or drop outs via Wi-Fi, we will ask you to try via a wired ethernet connection. Wi-Fi performance is not regarded as a fault with your service.

3.5 Mesh Wi-Fi - Due to technological nature of Wi-Fi, we cannot guarantee any particular, bandwidth, speed, coverage or stability via the mesh Wi-Fi system - although we will help to optimize our equipment to your environment where possible. With the above considered if you have ordered our optional mesh Wi-Fi mesh system and it does not meet your needs, you are welcome to return it to us within 30 days of the service activation date and we will credit your account with any amount already billed for the mesh Wi-Fi service and remove it from your account. This will not affect your internet or other services and the minimum contract period for those parts of your service will remain in place.

3.6 Your equipment - We are not responsible if you are not able to use our services because your equipment- for example, any 3rd party router, 3rd party MESH, PC, mobile device, network interface card, printers, switches, local area network, telephone handsets etc. does not work properly, is not compatible with our service, or does not conform to the relevant standard or does not meet the minimum specifications required to achieve the advertised speeds. We are not able to provide technical support for equipment not supplied by us.

3.7 Faults – We cannot guarantee fault free performance. We aim to fix a fault with your service or our network within two working days beginning the working day after the fault was reported. If we are not able to do so you will not be charged for time our service is unavailable to you from after the 2 working day period to

the time service is restored. We are not responsible for any costs you incur as a result of our service being unavailable. If you have requirements for uninterrupted service, please ensure you have adequate other means of accessing required services.

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

3.8.1 reporting any faults to us promptly;

3.8.2 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;

3.8.3 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;

3.8.4 feedback on the Wi-Fi analytics tools & Apps, and other services we may introduce to you;

3.8.5 feedback on our customer services, portal, communications & support centre.

9. Privacy – We will monitor your internet connection to identify faults and outages of your service. We will monitor your bandwidth usage. We do not monitor the details of the content, websites or services you



connect to. Please refer to our Privacy policy for the full extent of our use of data collection, and your rights. We may share your details with law enforcement.

10. **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.
11. **Acceptable Usage Policy** - When using our Services, you agree to abide by our Acceptable Use Policy, which is available on our website at www.gigabitiq.com. 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. 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.
12. **Liability for breach of Acceptable Use Policy** - You agree that you are responsible for all use of our service, whether you gave your permission or not. For example, if someone has access to your home and uses the services, we would 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 network to people you trust and you must accept responsibility for their use of our services

4. VoIP Landline Service

4.1 **Vonage** - If you choose to use our referral Voice over IP provider, Vonage; <https://www.grayshottgigabit.com/voip>; please note that this service may be affected by a power outage, and so we anticipate that you have access to mobile phone services in case of emergency.

You will need to abide by Terms & Conditions for Vonage. For transfer of phone numbers or any other voice related services please refer to FAQ's from Vonage: [How to use Vonage for Home | Vonage](#).

You may continue to subscribe to your existing landline telephone services by your existing provider.

We do not bear responsibility for any issues or support requirements of the Vonage service, as it is independent of our broadband service.

5. Payments & Billing



5.1 Billing – Once your service has been activated your bill will ordinarily be sent to you each month via email. You will be billed for your services one calendar month in advance. If the bill contains newly activated services, we will pro rata the service from the activation date to the end of the billing period plus any applicable setup, activation or installation fees for that service.

5.2 Direct Debit payments – Payments will be taken via direct debit each month in accordance with the Direct Debit mandate.

5.3 Cancelled Direct Debit instructions – Unless we have agreed in writing with you otherwise, having an active Direct Debit instruction in place is a requirement of having our service. If the Direct Debit instruction is cancelled or otherwise removed, we will ask you to reinstate it within 7 days so that future payments can be processed. If a new instruction is not put in place, we reserve the right to suspend your service until the Direct Debit instruction is reinstated.

5.4 Failed payments – If your Direct Debit payment is unsuccessful or the instruction has been cancelled without a replacement being put in place, we will ask you to make a debit or credit card payment to bring your account up to date within 7 days of the failed collection attempt. If payment is not made within this period a missed payment fee of £10 inc VAT will be applied to your account and we may suspend your service until the outstanding balance is received.

5.5 Non-Payment – If you do not make the required payment to your account within 30 days of a failed collection, we may permanently terminate your service, and bill you the full amount due for all services until the end of the minimum contract period. We may pass this debt onto a debt collection agency, or pursue the amount from you through the UK legal system.

6. Cancellations

6.1 Cancelling your services – We require 30 days notice to end your service. You may provide notice at anytime, however early cancellation fees may apply if this is before the end of the minimum contract period or you have not provided the required notice. To cancel your services, please contact us via the usual methods published on our website. You must return our equipment within 14 days of your service end date or the fees in section 1.11 apply.

6.2 Early cancellation fees – Cancellations of your service before the end of your minimum contract period or without providing the required 30 days notice will result in an early cancellation fee equal to the same amount you would have paid until the end of the minimum contract period or notice period. The exception to this is if you move to a new property and we are unable to provide service at your new address.

6.3 Outbound Migrations – If you are migrating the services away from us to another provider before the end of your minimum contract period or without providing 30 days notice you will still need to pay any early cancellation fees as per section 6.2.



6.4 Moving home or premises – If you are moving home or premises, and we cannot offer you service at your new address, we will release you from the minimum contract period provided you supply us with evidence of the move. If you are moving home to a property we are able to offer you service at, we will move your services without any early cancellation fees, provided you place a new order and be bound to the current terms and conditions and minimum contract period. If you are moving home to a new property, we are able to offer you service at, but choose not to place a new order, early cancellation charges per section 6.2 will apply.

6.5 Our right to cancel - We reserve the right to cancel your service and terminate your service at any time and for any reason. If you have already paid for the service in advance, we will offer a pro rata refund for the amount paid based on the date the service was received until. We will ask you to return our equipment. You must return our equipment within 14 days of your service end date or the fees in section 1.11 apply.

7. Service Price Changes

7.1 Within the minimum contract period - The service pricing is fixed during the minimum contract period, to that that shown on your order confirmation email unless there are any changes to UK VAT rate, as per section

7.2 Past the minimum contract period – Past the minimum contract period service pricing may change at any time. We will provide at least 45 days’ notice of any changes to give you opportunity to cancel your services with us.

7.3 Changes to the UK VAT rate – For our residential products, the price advertised while placing your order is inclusive of VAT. Any changes, either increases or decreases to the VAT rate from the UK government after ordering or service activation will be passed on to the you and are not included in our no mid-contract price rises advertisement.



8. Complaints

8.1 Complaints – If you are not happy with any aspect of our service, in the first instance please contact us via the usual methods, published on our website. We will endeavor to deal with your complaint as quickly and efficiently as possible.

8.2 Complaint escalation – If we have initially been unable to rectify your complaint you may escalate it by following our complaints code published on our website. Please refer to our General Terms and Conditions, available at <https://www.grayshottgigabit.com/terms>

9 .Credit Checks & Credit Reporting

9.1 Credit Checks & Credit Reporting – When you place an order, we may run a credit check by sharing your personal data and address with a credit reference agency. We reserve the right to cancel your order based on the information provided by the credit reference agency. We may share your payment history with the credit agency.

10. 30 Day Satisfaction Guarantee

10.1 Eligibility – For some customers with specific services we offer a 30 Day Satisfaction Guarantee - in addition to your statutory rights. You can tell if this applies to your order, because it will be clearly stated on your order confirmation email that you are eligible. If your order confirmation email does not state you are eligible the subsequent terms do not apply.

10.2 Commencement Date & Guarantee Period – For eligible customers, our 30 Day satisfaction Guarantee begins on the date your service was activated (see section 2.2) and lasts 30 calendar days including the activation day.

10.3 The Guarantee – For eligible customers, if during the guarantee period set out in 10.2 you are not entirely satisfied with the services provided, you may cancel your services without paying any early cancellation fees. To cancel your services using the 30 Day Satisfaction Guarantee, please contact us via the usual methods published on our website.



10.4 Payments, Refunds and Equipment Return – For eligible customers that have cancelled their services using the 30 Day Satisfaction Guarantee, you must still pay for the services for the period that you have used them. If you have already paid for the service past the cancellation date, we will issue a pro rata refund. You must return all equipment supplied to you by us (see section 1.11)

11. Promotional and Refer a Friend Vouchers

11.1 Promotional vouchers – Some packages may include a promotional voucher advertised at signup. If your package includes this it will be detailed in your order confirmation email. These vouchers are dispatched via email within 30 days following your first three bills being paid on time and in full. The vouchers are valid for 1 year from issue. If not claimed within this time they will be unusable and will not be reissued.

12. Acceptance

1. **Terms and conditions acceptance** – By placing an order you are agreeing you have read and accept these terms and conditions which were presented to you at the time of ordering, and emailed to you shortly afterwards as part of your order confirmation email

13. Our responsibilities and limitations of liability

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.
2. **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.



3. **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.
4. **Limit of liability** - Subject to Clause [13.3], 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. **We are not liable for business or consequential losses** - The Services provided are only for domestic and private use. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, revenues or anticipated savings; loss of business or goodwill (including loss of reputation); any fines, penalties or expenses; business interruption or loss of business opportunity.
6. **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.

14. Other important terms

14.1 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.

14.2 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.



14.3 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.

14.4 Changes to these terms and conditions. We may from time to time make changes to these terms and conditions, including introducing new terms. Equally we may make changes or add new terms to any documents referred to in these terms and conditions, such as our Privacy Policy, Cookie Policy, Acceptable Use Policy or Customer Complaints Policy. If we make any changes to these terms and conditions (or any other document referred to herein) in a way which significantly disadvantages you, then we will give you 30 days' notice to you by email. If we make any other changes to these terms and conditions (or any other document referred to herein), we'll do this by amending these terms and conditions (or any other document) on our website: www.gigabitiq.com. You should check these from time to time to take note of any changes we have made to these terms and condition (or other document), as they are legally binding on you.