

# ORDER FORM - RESIDENTIAL

## Customer details

First name:

Surname:

Site address:

Phone:

Mobile:

Email:

## Service particulars

### Service

Internet Access Services

Access speed (Downlink Mbps, Uplink Mbps)

Voice Services

Commitment Term (years)

### Voice Services (acknowledgements):

I/We acknowledge that GN shall register the Site address provided above to assist with caller identification by the emergency services.

I/We understand that this service allows calls to the emergency services numbers 999 and 112. I/we understand that calls will fail if there is a power cut or the Internet connection fails.

Connection charge £

Additional charges £

Total service charges per month £

Customer signature: \_\_\_\_\_

Customer printed name: \_\_\_\_\_ Date: \_\_\_\_\_

G.Network Authorised Person Signature: \_\_\_\_\_

G.Network Authorised Person Name and Position: \_\_\_\_\_

Date: \_\_\_\_\_

All charges are inclusive of VAT

Helpdesk: +44 203 909 4555 or [support@g.network](mailto:support@g.network)

An additional charge of £5 shall apply for each payment made using a payment method other than debit card, credit card, direct debit or PayPal. Terms and Conditions apply.

# TERMS AND CONDITIONS

## FOR THE SUPPLY OF SERVICES

G.Network Communications Limited (trading as G.Network) is a limited liability company registered in England and Wales under company number 10057745. Our registered office is 58 Grosvenor Street, London, W1K 3JB and our VAT number is 242 5656 07. We are regulated in the UK by Ofcom. We are also a member of the Ombudsman Services (an independent dispute resolution service).

These Terms and Conditions apply to Your purchase of Services from Us. Please read this document carefully before You purchase any Services from Us and check that they contain everything which You want and nothing that You are not willing to agree to.

You will need to accept these Terms and Conditions before We will agree to provide Services to You.

### 1. INTRODUCTION

1.1 These Terms and Conditions set out:

- Your legal rights and responsibilities;
- Our legal rights and responsibilities; and
- certain key information required by law.

1.2 We have tried to make these Terms and Conditions easy to understand but We do understand that You may feel uncertain about some sections when You read them. Our staff are here to help and will be more than happy to assist You with any query You may have in respect of these Terms and Conditions.

1.3 If You have a query about these Terms and Conditions or do not accept them, please speak to Our representative or contact Us:

- By telephone:** +44 (0)203 909 4555

Our opening hours are 09.00 hours to 17.00 hours Monday to Friday (excluding bank and public holidays in the United Kingdom). You will be charged no more than the basic rate for calling Us on this number. We may monitor and record calls for training, quality assurance, fraud prevention and compliance purposes.

- By email:** support@g.network

Our opening hours are 09.00 hours to 17.00 hours Monday to Friday (excluding bank and public holidays in the United Kingdom).

- In writing:** G.Network Communications Limited (trading as G.Network), 58 Grosvenor Street, London W1K 3JB.

1.4 If You purchase the Services from Us, You agree to be legally bound by these Terms and Conditions. You also agree to be legally bound by:

- the Order Form; and
- all extra terms which may add to, or replace some of, the Contract. We have set out in Clause 19.6 when and how We may make changes to the Contract and Your right to terminate the Contract should You not agree to the revised terms.

All these documents form part of the Contract as though set out in full here.

1.5 A copy of these Terms and Conditions and all other documents which apply to Your purchase of Services from Us are available for You to read on the Website.

1.6 You may only purchase the Services from Us for non-business reasons.

### 2. DEFINITIONS AND INTERPRETATION

2.1 To make these Terms and Conditions easy to read, We have defined some of the words. If a word begins with a capital letter, then this means that the word has been defined. A list of the defined words is set out below:

“Charges”	has the meaning given to that term in Clause 13.3;
“Committed Term”	means the minimum period for which You are required to purchase the Services (and We will provide the Services) as stated in the Order Form;
“Contract”	means any contract between You and Us for the sale and purchase of the Services incorporating these Terms and Conditions and the documents listed in Clause 1.4;
“GN Equipment”	means the equipment, cables and any other devices owned by Us and which We supply to You as an essential part of providing the Services (including replacements and upgrades);
“GN Network”	means the network owned and/or operated by Us and used to provide the Services;
“Helpdesk”	has the meaning given to that term in Clause 6.1(c);

“Internet Access Services”	has the meaning given to that term in Clause 6.1(a);
“Internet Protocol” or “IP”	means the principal communications protocol in the Internet protocol suite for relaying datagrams across network boundaries;
“Internet”	means the global data network comprising interconnected networks using the TCP/IP protocol suite;
“Order Form”	has the meaning given to that term in Clause 4.4;
“Services”	means any or all of the Internet Access Services, the Voice Services, the Helpdesk, as described in Clause 6.1 and as set out on the Order Form, and any other services that We agree to provide to You, as described in the Order Form;
“Survey”	has the meaning given to that term in Clause 9.7;
“Terms and Conditions”	means these terms and conditions relating to the sale and purchase of the Services;
“Voice Services”	has the meaning given to that term in Clause 6.1(b);
“We” / “Our” / “Us”	means G.Network Communications Limited (trading as G.Network), a company registered in England and Wales with company number 10057745 and having its registered office at 58 Grosvenor Street, London W1K 3JB.  Our VAT number is 242 5656 07.  Our trading address is G.Network Communications Limited:  58 Grosvenor Street, London W1K 3JB;  “Website” www.g.network;
“You” / “Your”	means You as Our customer; and
“Your Home”	means the residential address identified in the Order Form where the GN Equipment will be installed and to which We will provide the Services.

### 3. INFORMATION WE GIVE YOU

3.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that We must give You certain key information before a legally binding contract between You and Us is made (see the summary box below). We will give You this information in a clear and understandable way. Typically, Our representative will give You this information on paper when at Your Home before You purchase the Services from Us. However, if You and We conclude the Contract via email, We will set this information out in Our acknowledgement email (see Clause 4.8 below). Some of this information is likely to be obvious from the context. Some of this information is also set out in these Terms and Conditions, such as information on Our complaint handling policy (see Clause 18.3).

#### Information We will give You

We will give You information on:

- the main characteristics of the Services You want to purchase from Us
- who We are, where We are based and how You can contact Us
- the total price of the Services, including any taxes (or where this cannot reasonably be worked out in advance, the manner in which We will work out the price)
- the arrangements for payment and carrying out of the Services and the time by which We will carry out the Services
- our complaint handling policy
- how long the contract is for and how to end it

3.2 The key information We give You by law forms part of the Contract (as though it is set out in the Contract).

3.3 If We have to change any key information once a legally binding contract between You and Us is made, then We will follow the process set out in Clause 19.6.

### 4. PLACING AN ORDER

4.1 This Clause 4 sets out how a legally binding contract will be formed between You and Us. A legally binding contract may be formed either:

- at Your Home (at the time You and We have arranged for Us to attend Your Home to undertake the Survey, install the GN Equipment and activate the Services); or
- via email (if We have sent You a copy of Our order form and You have returned it to Us in advance of Us visiting Your Home).

4.2 If You are under the age of 18 years old, You may not purchase any Services from Us.

#### Quotations

- 4.3 Any quotation given by Us before You place an order for the Services is not a binding offer by Us to supply such Services.
- Completing the Order Form**
- 4.4 To purchase any of the Services from Us You will need to fill in and then sign an order form specifying the Services which You require from Us (the "Order Form").
- 4.5 You should check the Order Form carefully before signing it. In particular, You must ensure that You have filled in Your personal details on the Order Form correctly (especially Your email address, Your residential address and the Services which You require) otherwise We will not be able to confirm Your order or provide the Services to You. If You need to correct any errors, You can do so by completing a new Order Form (please contact Us using Our contact details set out in Clause 1.3 above if You need Us to send You a replacement Order Form).
- 4.6 We will only accept Your order when:
- We send You a copy of the counter-signed Order Form via email (see Clauses 4.7 to 4.10 below); or
  - Our representative counter-signs the Order Form at Your Home (see Clauses 4.11 to 4.12 below).
- At this point, a legally binding contract will be in place between You and Us.
- Acceptance of an Order – by email**
- 4.7 Before We attend Your Home to carry out a Survey, We require You to sign and return the Order Form to Us by e-mail.
- 4.8 Once You have submitted a completed and signed Order Form to Us, We will acknowledge it by email. This does not mean that We have accepted Your order.
- 4.9 We will contact You if Your order has not been accepted. This will usually be because:
- Your Home is outside Our service area or We are unable to activate the Services on Your line or at Your Home for any reason;
  - We cannot perform the Services (this may be because, for example, We have a shortage of staff);
  - Your equipment does not meet Our minimum requirements for Internet access;
  - You are not allowed to purchase the Services from Us;
  - We are not allowed to sell the Services to You;
  - There has been a mistake on the pricing or description of the Services; or
  - We cannot carry out the installation of the GN Equipment or provide a connection to the Services for any other reason.
- 4.10 We will only accept Your order when We confirm this by sending You a copy of the countersigned Order Form, which We will do via email. At this point a legally binding contract will be in place between You and Us.
- Acceptance of an Order – at Your Home**
- 4.11 When Our representative visits Your Home to undertake the Survey and, if possible, install the GN Equipment and activate the Services, Our representative will either:
- accept Your order by counter-signing the Order Form; or
  - inform You that We cannot accept Your order. This will usually be because of the reasons stated in Clause 4.9 above.
- 4.12 As stated in Clause 4.6 above, if Our representative counter-signs the Order Form, a legally binding contract will be in place between You and Us.
- 5. WHEN THE CONTRACT AND THE SERVICES START**
- 5.1 The Contract begins on the date that We have confirmed that We have accepted Your order by counter-signing the Order Form (as set out in Clause 4 above).
- 5.2 The Contract will continue until it is terminated by either You or Us as set out in Clauses 16 and 17 of these Terms and Conditions.
- 5.3 The Services will start on the date that We activate them. We will activate the Services on the date the GN Equipment has been successfully installed at Your Home.
- 5.4 You are required to purchase the Services (and We will provide the Services) for the Committed Term stated in the Order Form. The initial Committed Term starts on the date We activate the Services.
- 5.5 At the end of the Committed Term, the Contract will continue until it is cancelled by either You and/or Us by giving to the other not less than 30 days' notice in accordance with Clause 17.1.
- 6. PROVISION OF THE SERVICES**
- 6.1 We provide the following services:
- Internet Access Services:** We provide a high-speed Internet access service, in a range of options, which is delivered over the connection We provide to You. The option that You have selected and further details are set out in the Order Form;
  - Voice Services:** We provide a voice IP telephony service in a range of options. The option that You have selected and further details are set out in the Order Form; and
- Helpdesk:** We provide a helpdesk service to all of Our customers (whether You purchase Internet Access Services, Voice Services or both from Us). In the event You have any questions or queries over the administration of the Services (for example, queries over Your bills) or if You require any support and maintenance in respect of the GN Equipment and Services, You can contact Us using Our contact details set out in Clause 1.3 above.
- 6.2 We will:
- provide You with Services which comply with Your legal rights;
  - perform the Services:
    - in accordance with these Terms and Conditions;
    - with the reasonable skill and care of a competent telecommunications service provider; and
    - within a reasonable time if You and We haven't fixed a time for the Services to be carried out; and
  - manage the GN Network 24 hours a day, 7 days per week.
- 6.3 In respect of the Voice Services:
- We will provide access to 112 and 999 services free of charge;
  - You acknowledge and accept that Your ability to make and receive calls (including calls to 112 and 999 services) is dependent on electricity power and access to the Internet. You therefore need to keep Your broadband router plugged in and switched on at all times in order to make and receive calls. In the event there is a loss or failure of power or an Internet connection, You will be unable to make or receive calls (and that includes calls to the emergency services whether on 112 or 999 or otherwise). We therefore recommend that You have alternative measures in place (for example, ensuring Your mobile phone is fully charged and accessible to make and receive calls to and from the emergency services should the need arise).
  - You acknowledge and accept that in respect of the Voice Services:
    - We will give Your name, address and telephone number to the emergency services prior to activation of the Services; and
    - You must tell Us if Your personal details change so that We can update the records held about You by the emergency services.
  - If You want Your contact details, including Your phone number and postal address, to be included in a third party directory and/or a directory enquiry service, please call Our Helpdesk. If Your contact details were already included in a third party directory and/or a directory enquiry service when You joined, We won't remove them unless You ask Us to. You can contact Us using Our contact details set out in Clause 1.3 above.
- 6.4 In respect of the Voice Services, we will take reasonable steps to help You if You want to move (or "port") Your phone number from the GN Network to another provider's network. You can contact Us by telephone or email using the contact details set out in Clause 1.3 above. We will also take reasonable steps to help You move Your phone number from another provider's network to Our GN Network, if you tell us You want to do this. If you ask to move Your phone number from one network to another, the new and old network providers need to work together to get the new network ready for Your phone connection. You acknowledge that while we may give you an estimated date as to when the porting of Your telephone number may happen, You understand that it could take a longer or shorter time and may depend on things outside of Our control.
- 6.5 We must carry out the Services by the time or within the period which You and We agree (in writing). If You and We have agreed no time or period, this will be within a reasonable time.
- 6.6 We will guarantee Your speed of access to the Internet as stated in the Order Form, but cannot guarantee anything beyond that including, but not limited to, the actual performance of the Internet as this is out of GN's control. For example we cannot guarantee that the websites You choose to visit are working properly. So that Your Internet Access Services are stable and operate efficiently, We may implement procedures to measure and shape traffic that passes over the GN Network.
- 6.7 We may from time to time:
- change the technical specification of the Services and/or the codes or numbers used by Us for the provision of the Service for operational reasons, provided that any change to the technical specification does not materially affect the performance of the Services;
  - upgrade and update the GN Equipment and the Services;
  - issue instructions to You that We believe are necessary for reasons of health, safety or the quality of the Services, provided by Us to You or any of Our other customers and You must comply with such instructions; and
  - temporarily suspend the Services because of an emergency or to undertake maintenance or implement improvements to the Services. We will use reasonable endeavours to keep the period of any temporary suspension to a minimum and will restore the Services as soon as possible after the event giving rise to the temporary suspension.

- Where any of the actions listed in this Clause 6.7 are necessary, We will give You as much advance notice as possible. Failure to provide such notice shall not prevent Us from exercising Our rights set out in this Clause 6.7 or deemed to be a breach by Us of Our Contract with You.
- 6.8 With the exception of the GN Equipment, You are responsible for providing suitable computer hardware, software and telecommunications equipment and related services necessary to access and use the Services.
- 7. OUR EQUIPMENT**
- 7.1 We will provide You with the GN Equipment for the duration of the Contract. The GN Equipment will need to be installed by Us at Your Home to enable Us to provide the Services.
- 7.2 Our provisioning team will contact You to arrange the date of installation (if installation does not happen on the date We counter-sign the Order Form).
- 7.3 Once We have installed the GN Equipment at Your Home, You are responsible for any loss or damage to the GN Equipment (however that loss or damage occurs). That means:
- (a) We may charge You for any loss or damage to the GN Equipment; and
  - (b) You must:
    - (i) follow the instructions which are provided with the GN Equipment (including the manufacturer's instructions and any instructions which We give to You);
    - (ii) store the GN Equipment in a proper manner and in conditions which adequately protect and preserve the GN Equipment;
    - (iii) ensure that the GN Equipment is not tampered with in any way whether by You, any members of Your household or any third party who is not authorised by Us (including disassembling it, adding to or modifying it);
    - (iv) contact Us immediately using Our contact details set out in Clause 1.3 above if the GN Equipment is lost, damaged, stolen, seized or You otherwise lose possession of the GN Equipment;
    - (v) keep the GN Equipment in Your Home. You must not sell, charge, pledge, mortgage or otherwise dispose of the GN Equipment or any part of it. You must not part with possession of the GN Equipment or any part of it; and
    - (vi) not remove any label or identification on the GN Equipment which confirms that it belongs to Us.
- 7.4 We recommend You check Your Home contents insurance to ensure the GN Equipment is covered by it.
- 7.5 You are not responsible for any loss or damage to the GN Equipment which is due to fair wear and tear or which is caused by Us or those working for Us.
- 7.6 The GN Equipment will be Our property at all times (even though it is located at Your Home and You are responsible for any loss or damage to it). We may need to alter or replace the GN Equipment from time to time. To do so, We will need reasonable access to Your Home (and the provisions of Clause 9 will apply).
- 7.7 You must return the GN Equipment to Us:
- (a) if You or We end the Contract; or
  - (b) if We agree to replace or upgrade the GN Equipment.
- In each of these circumstances, We will tell You how You can return the GN Equipment to Us. You must return the GN Equipment to Us or make it available for Us to collect within 30 days of You or Us ending the Contract or You receiving a replacement or upgrade from Us. If We request that You return the GN Equipment to Us, We will send You an addressed and pre-paid envelope for this purpose. We recommend that You request and retain proof of postage.
- 7.8 If You do not return the GN Equipment to Us within 30 days, We may charge You for the replacement cost of the GN Equipment and/or any reasonable costs We incur in recovering the GN Equipment. These costs are set out on the Order Form (and available to view on the Website).
- 8. CONNECTION OF EQUIPMENT TO THE SERVICES**
- 8.1 You may use Your equipment with the GN Equipment. Where You chose to do so:
- (a) You are solely responsible for ensuring Your equipment:
    - (i) complies with all applicable laws and regulations; and
    - (ii) works with the GN Equipment (We give no assurance or guarantee that it will work); and
  - (b) We are not responsible or liable for any loss or damage arising from the use of Your equipment with the GN Equipment.
- 8.2 When We activate the Services, Your equipment will automatically accept certain software. You may only use such software in executable code form and solely in conjunction with Your equipment.
- 8.3 Where We have allocated an IP address to You, the IP address is for use in connection only with the Services and the IP address will belong to Us. You must not sell the IP address or agree to transfer it to anyone else and must not try to do so. If the Contract is terminated for any reason the IP address will revert to Us and You will not use the IP address.
- 9. ACCESS TO YOUR HOME**
- General**
- 9.1 To enable Us to carry out Our obligations under this Contract (for example, to undertake the Survey, to install the GN Equipment and activate the Services and to fix any faults with the GN Equipment and/or the Services), We will need to access Your Home. We will agree with You in advance when We will require access to Your Home. You will therefore need to provide Us (or those engaged by Us) with access to Your Home on the dates and at the times You and We have agreed.
- 9.2 There may be occasions when You or We need to change the date and/or time We attend Your Home:
- (a) If We need to change the date and/or time We attend Your Home, We will contact You as soon as possible to tell You that We need to change the date and/or time and to arrange an alternative date and/or time;
  - (b) If You need to change the date and/or time We attend Your Home, You should contact Us using Our contact details set out in Clause 1.3 above. We require a minimum of 24 hours' notice. If You give Us less than 24 hours' notice, We may charge You the late cancellation fee stated on the Order Form.
- 9.3 Our staff will always show You their identity card on arrival at Your Home. You should not allow any person claiming to be a member of Our staff access to Your Home who does not show You a valid identity card.
- 9.4 We will normally only require access to Your Home between 09.00 hours and 18.00 hours on Mondays to Fridays. We may, however, require access to Your Home outside these times. Any such access will be agreed with You in advance (in accordance with Clause 9.1 above).
- 9.5 Where You have requested and We have agreed to access Your Home outside the hours stated in Clause 9.4 above (for example, for the purposes of installing the GN Equipment), You will be required to pay the Additional Service Charges set out in the Order Form.
- 9.6 We are under no obligation to attend Your Home:
- (a) outside the hours of 09.00 and 18.00 on Mondays to Fridays;
  - (b) at weekends; or
  - (c) on bank or public holidays in the United Kingdom.
- Installing the GN Equipment**
- 9.7 Before We can install the GN Equipment at Your Home We will need to undertake an initial survey to determine whether the GN Equipment can be installed at Your Home and We can activate the Services (the "Survey").
- 9.8 We will notify You as soon as possible following the Survey if We will not be able to install the GN Equipment at Your Home and/or activate the Services and We may terminate the Contract. If We terminate the Contract pursuant to this Clause 9.8, We will refund You any Charges You have already paid to Us in connection with the installation of the GN Equipment and the provision of the Services, but will have no further liability to You for any failure to provide the Services.
- 9.9 When We install the GN Equipment at Your Home:
- (a) You (or a person authorised by You who is over the age of 18) will need to be present when We install the GN Equipment at Your Home. If You are not present, the person authorised by You must be authorised to make decisions about the location and installation of the GN Equipment;
  - (b) You will be responsible for making available suitable space and conditions at Your Home for the installation of the GN Equipment;
  - (c) We will install the GN Equipment as We see fit. We will take into account, where it is reasonable and possible to do so, Your preferences for its location;
  - (d) We will connect Your or Our equipment to the GN Equipment and demonstrate a working Internet connection (provided Your equipment is in working order and meets the minimum requirements). You authorise Us to do this. You will be responsible for connecting all other equipment and devices to the GN Equipment.
- 9.10 You are responsible for:
- (a) obtaining all necessary consents and permissions, including:
    - (i) from the property owner if You rent Your Home; and
    - (ii) from Your local council (if We need to lay cable from the street to Your address), in order for Us to install and maintain the GN Equipment and provide the Services at Your Home;
  - (b) preparing Your Home and Your equipment for the installation of the GN Equipment in accordance with Our reasonable instructions (if any);

- (c) ensuring Your equipment works. We are not responsible for ensuring Your equipment (for example, Your computer or mobile phone) works or meets the minimum requirements;
  - (d) ensuring You have the necessary fittings and fixtures at Your Home for the installation of the GN Equipment and sufficient electricity to power the GN Equipment; and
  - (e) restoring Your Home to its pre-installation condition, including any re-decorating that may be required once installation of the GN Equipment has been completed.
- 10. USE OF THE SERVICES**
- 10.1 You may only use the Services and the GN Equipment for Your own (and the members of Your household's own) purposes only and not for any business or commercial purposes.
- 10.2 You:
- (a) must not use the Services or the GN Equipment (or permit anyone else to use the Services or the GN Equipment) in any unlawful manner, for any unlawful purpose, in any manner inconsistent with these Terms and Conditions or for any act fraudulent or malicious act, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Services, the GN Equipment or any operating system;
  - (b) must not infringe Our intellectual property rights or those of any third party in relation to Your use of the Services, including by the submission of any infringing materials; and
  - (c) must not use the Services to send any communication or material which is illegal, defamatory, offensive or otherwise objectionable, including to spam, or to send or provide unsolicited advertising or promotional material or, knowingly to receive responses to any spam, unsolicited advertising or promotional material sent or provided by any third party.
- If We believe that You are doing any of the things listed in this Clause 10.2, We may reduce, suspend and/or terminate any or all of the Services immediately and without giving You notice.
- 10.3 We do not guarantee total privacy in respect of Your use and access to the Services. We may, from time to time, be required to monitor Your use of the Services in response to a request from a governmental body in performing its regulatory or statutory functions.
- 11. INTERNET**
- 11.1 The Services will enable You to access the Internet from Your Home.
- 11.2 We do not provide You with the Internet. The Internet is entirely separate from the Services. Your use of the Internet is solely at Your risk and You are responsible for complying with the relevant terms of use (i.e. the terms of use which You will have to accept to use the Internet, including the terms of use of any websites which You visit).
- 11.3 We have no responsibility to You for any information, software, services or other materials which You obtain using the Internet.
- 12. FAULTS / REPORTING ISSUES**
- Helpdesk**
- 12.1 If You experience a fault with the Services, including not receiving the speed of access to the Internet as stated in the Order Form, please contact Us using Our contact details set out in Clause 1.3 above.
- 12.2 We will respond to the fault by carrying out one or more of the following actions:
- (a) providing advice to You by telephone, including advice, where appropriate, as to tests and checks to be carried out by You;
  - (b) where possible, carrying out remote diagnostic checks from Our own premises; or
  - (c) visiting Your Home if We have been unable to diagnose or resolve the fault by carrying out the actions under Clauses 12.2(a) and 12.2(b) above and/or where We consider such a visit is necessary.
- 12.3 We will take all proper steps without undue delay to correct any reported fault in the Services. Subject to Clauses 12.4 and 12.5 below, You may also be able to claim compensation if we fail to repair Your Service or if We fail to respond to a fault when We said We would. Please contact Us using Our contact details set out in Clause 1.3 above for further details of our compensation policy.
- 12.4 If We perform work to correct a reported fault but no fault exists, We will be entitled to charge You an additional service charge for such work. The additional service charges will be calculated in accordance with the Charges.
- 12.5 We are not responsible:
- (a) for maintaining Your equipment (and We shall not be responsible for any faults You experience with Your equipment); or
  - (b) if You cannot use the Services because Your equipment does not work properly or does not meet the minimum requirements.
- Your statutory rights**
- 12.6 The Consumer Rights Act 2015 says:
- (a) You can ask Us to repeat or fix a Service if it is not carried out with reasonable care and skill, or get some money back if We cannot fix it;
  - (b) if You have not agreed a price upfront, what You are asked to pay must be reasonable; and
  - (c) if You have not agreed a time upfront, it must be carried out within a reasonable time.
- 12.7 For detailed information on Your statutory rights and what You can expect from Us, please:
- (a) speak with Us and ask for Our information sheet: "Our promises to you if things go wrong";
  - (b) visit the Website;
  - (c) contact Us using Our contact details set out in Clause 1.3 above; or
  - (d) visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.
- 12.8 Nothing in these Terms and Conditions affects Your statutory rights.
- 12.9 Please contact Us using Our contact details set out in Clause 1.3 above if You want:
- (a) Us to renew the Services;
  - (b) Us to fix the Services; or
  - (c) a refund.
- 13. CHARGES AND DEPOSITS**
- Charges**
- 13.1 Our charges are set out on the Order Form (and are available to view on the Website) and comprise:
- (a) the connection charge for the initial connection to the Services (the "Connection Charge");
  - (b) the Service Charges for the Internet Access Services and/or the Voice Services (as applicable) (the "Service Charge"); and
  - (c) the additional call charges for the Voice Services (the "Additional Call Charges").
- 13.2 If We have agreed to undertake additional work for You which is outside the scope of the Services or Our obligations under these Terms and Conditions or Order Form (as applicable) or if You are required to pay the additional service charges stated in Clauses 7.8, 9.2(b), 9.5 and/or 12.4 of these Terms and Conditions We will charge, and You will be required to pay:
- (a) additional service charges for such work; and/or
  - (b) the additional service charges referred to in Clauses 7.8, 9.2(b), 9.5 and 12.4.
- These additional service charges are set out on the Order Form and are available to view on the Website (the "Additional Service Charges"). The scope for any additional work We have agreed to undertake is set out in the Order Form.
- 13.3 Where in these Terms and Conditions We refer to the "Charges" We mean:
- (a) the Connection Charge;
  - (b) the Service Charge;
  - (c) the Additional Call Charges; and
  - (d) the Additional Service Charges (if any).
- 13.4 The Connection Charge and Service Charge are fixed for the Committed Term. The Additional Call Charges are subject to the tariffs which are available on our Website and may be subject to change from time to time. At any time after the Committed Term, We may increase the Service Charge by giving You 31 days' prior written notice. In the event You object to any such increases, You may terminate the Contract by giving Us 30 days' prior written notice. The then current Service Charge (i.e. the Service Charge before Our price increase) will continue to apply during Your 30 day notice period.
- 13.5 Payment**
- 13.6 You must pay:
- (a) the Connection Charge within 20 days of the date of Our invoice;
  - (b) the Service Charge monthly in advance on the date stated in the Order Form;
  - (c) the Additional Call Charges within 20 days of the end of the month in which the Additional Call Charges have been incurred, and
  - (d) the Additional Service Charge (if any) within 20 days of the date of Our invoice.
- 13.7 You may pay the Charges by direct debit, bank transfer or cheque. An additional charge of £5 shall apply for each payment made using a payment method other than debit card, credit card, direct debit or PayPal.
- 13.8 If Your payment is not received by Us under Clause 13.5, We may also charge interest on any balance outstanding at the rate of three percentage points (3%) a year above Barclay's Bank plc's base rate. We will email You to let You know if We intend to do this.
- 13.9 The price of the Services:

- (a) is in pounds sterling (£) (GBP); and
- (b) include VAT.

**14. OUR LIABILITY TO YOU**

- 14.1 These Terms and Conditions do not exclude or limit Our liability (if any) for:
- (a) death or personal injury caused by Our negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any matter which it would be illegal for Us to exclude or attempt to exclude Our liability for.
- 14.2 We are only liable to You for losses which You suffer as a direct result of Our breach of this Contract and which are reasonably foreseeable. We are not liable to You for any other losses.
- 14.3 We are not responsible to You for any business losses that You may incur (including but not limited to lost profits, lost revenues, business interruption or lost data) or for losses to non-consumers.

**15. EVENTS OUTSIDE OUR CONTROL**

- 15.1 Our carrying out of the Services might be affected by events beyond Our reasonable control. If so, there might be a delay before We can restart the Services, having made reasonable efforts to limit the effect of any of those events and having kept You informed of the circumstances. We will try to restart the Services as soon as those events have been fixed. Examples of events which might be beyond Our reasonable control include:
- (a) We cannot access Your Home at the times We agreed with You;
  - (b) You have not prepared Your Home or Your equipment in the way We agreed with You; and
  - (c) poor weather conditions.

**16. RIGHT TO CANCEL THIS CONTRACT**

- 16.1 You have the right to cancel the Contract within 14 days without giving any reason. This cancellation period will expire after 14 days of the conclusion of the Contract (as set out in Clause 4.6).
- 16.2 To exercise the right to cancel the Contract, You must inform Us of Your decision to cancel this Contract by a clear statement (for example, a letter sent by post, fax or email). You can use the model cancellation form set out in the box below, but it is not obligatory:

**Cancellation form**

To GN Networks:

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

- 16.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning Your exercise of the right to cancel before the cancellation period has expired.
- 16.4 We will wait until the 14 day cancellation period in this Clause 16 is over before We start to carry out the Services, unless:
- (a) You want Us to carry out the Services during the 14 day cancellation period;
  - (b) We have agreed to do so, and
  - (c) You have signed a written confirmation (a copy of which is set out in the box below) and given it to Our representative (if You do this, the written confirmation which You sign will form part of the Contract as though set out in full here).

**Written confirmation to start carrying out the Services within the 14-day cancellation period**

**Confirmation to start work early:**

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that in most cases, you can cancel the contract within 14 days. This may happen because you change your mind.

By signing this written confirmation and giving it to our representative, you agree that, on your request, we can start to carry out the services during the 14-day

cancellation period.

You still have a right to change your mind and cancel the contract during the 14-day cancellation period, however, we will charge you for the cost of the services carried out by us until the time when you tell us that you want to cancel the contract. The amount we charge you will be in proportion to what we have carried out, in comparison with the full coverage of this contract.

You acknowledge, however, that you will lose the right to change your mind and cancel the contract during the 14-day cancellation period once the services have been fully carried out by us. If this happens, we will charge you for the full cost of the services carried out by us.

To GN Networks

I/We [\*] hereby give notice that I/We [\*] request you to supply of the following service [\*] on the following date [\*]

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s),

Date

[\*] Delete/ insert details as appropriate

- 16.5 If You cancel the Contract within the 14 day cancellation period, We will reimburse to You all payments received from You except where We are allowed to keep such payments, such as, where We have started carrying out the Services within the 14 day cancellation period and You have signed Our written confirmation to start carrying out the Services within the 14 day cancellation period (see Clause 16.4 for more details).
- 16.6 We will make the reimbursement without undue delay, and not later than 14 days after the date on which We are informed about Your decision to cancel the Contract.
- 16.7 We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise; in any event, You will not incur any fees as a result of the reimbursement.
- 17. END OF THE CONTRACT**
- 17.1 You and/or We may cancel the Contract at any time (including during the Committed Term) by giving to the other not less than 30 days' notice. You can cancel the Contract by:
- (a) calling Us on the number stated in Clause 1.3 above;
  - (b) sending Us an email using the email address stated in Clause 1.3 above; or
  - (c) writing to Us at the address stated in Clause 1.3 above.
- 17.2 If You give Us notice to cancel the Contract, You will be required to pay the Charges up to the end of the 30 day notice period. In addition, if You cancel the Contract during the Committed Term, You will be required to pay Us a sum equal to the Service Charge up to the end of the Committed Term.
- 17.3 You may cancel the Contract by giving Us not less than 30 days' written notice if:
- (a) We make changes to the Contract, as set out in Clause 19.6 below;
  - (b) if there is a permanent loss of the Services; or
  - (c) You are entitled to terminate the Contract in exercise of Your legal rights.
- Clause 17.2 will not apply if You cancel the Contract for any of the reasons set out in this Clause 17.3.
- 17.4 We may immediately cancel the Contract at any time if:
- (a) following the Survey, We determine that We are unable to install the GN Equipment at Your Home and/or provide the Services to You (as set out in Clause 9.8 above);
  - (b) You fail to pay the Charges to Us when due on one occasion despite Us sending to You a written reminder that the Charges are due;
  - (c) You refuse to make any further payments of the Charges;
  - (d) You give false, inaccurate or misleading details when You completed the Order Form and/or during the provision of the Services, fail to provide Us with updated details as and when these change during the term of the Contract and/or You fail to inform Us of certain facts, making it unreasonable for Us to continue to make the Services available to You; or
  - (e) You do not comply with important provisions of the Contract despite Us sending to You a written warning that You have not done so and asking You to comply with that important term.
- 17.5 If We cancel the Contract under:
- (a) Clause 17.4(a), We will refund You for any Charges You have already paid to Us in connection with the installation of the GN Equipment and the provision of the

Services, but will have no further liability to You for any failure to provide the Services; or

- (b) Clause 17.4(d), We may require You pay to Us compensation for any reasonable damages We have incurred.

17.6 On cancellation of the Contract:

- (a) We will stop providing the Services and will deactivate the GN Equipment; and
- (b) You must return the GN Equipment to Us.

17.7 If the Contract is ended it will not affect Our right to receive any money which You owe to Us under the Contract.

## 18. DISPUTES

18.1 We will try to resolve any disputes with You quickly and efficiently.

18.2 If You are unhappy or dissatisfied with:

- (a) the Services;
- (b) Our service to You; or
- (c) any other matter,

please contact Us using Our contact details set out in Clause 1.3 above as soon as possible.

18.3 If You and We cannot resolve a dispute using Our internal complaint handling procedure (a copy of which is available at <http://g.network/img/Complaints-Code-of-Practice.pdf>), We will let You know that We cannot settle the dispute with You. We are also a member of the Ombudsman Services (an independent dispute resolution service). See further <https://ombudsman-services.org/>.

18.4 If You want to take court proceedings, the courts of England and Wales will have exclusive jurisdiction in relation to the Contract.

18.5 The law of England and Wales will apply to the Contract.

## 19. GENERAL

19.1 Acting as a consumer: In purchasing the Services, You represent and agree that You are purchasing the Services solely for Your personal use and not for business use.

19.2 Language: These Terms and Conditions are only available in English. No other languages will apply to these Terms and Conditions or any Contract.

19.3 Transfer of Rights:

- (a) You may not transfer any of Your rights under the Contract to any other person.
- (b) We may transfer any of Our rights under the Contract to any person or ask any person to fulfil any aspect of it so long as the performance of the Contract is not affected.

19.4 Rights of Third Parties: Only You and Us have any rights under the Contract. No other person shall have any rights under the Contract.

19.5 Personal data about You: All personal data about You will be processed in accordance with Our privacy policy, a copy of which is available at [www.g.network](http://www.g.network).

19.6 Amendments: We may need to amend these Terms and Conditions from time to time, for example, for legal, security or regulatory reasons or if We wish to increase the Charges (excluding the Additional Call Charges) pursuant to Clause 13.4. In these circumstances, We will notify You by email and by displaying a notice on the Website explaining the changes We are making not less than 31 days before We make any changes. A copy of the latest version of the Terms and Conditions can be found on the Website or is available on request from Us. If We notify You that We are amending these Terms and Conditions (including the Charges), then You may terminate the Contract between You and Us on giving 30 days' notice using the contact details in Clause 1.3. Such notice must be given during the 31 day period of notice We have given You. If You do not give Us notice to cancel during this 31 day notice period, then You will be deemed to have accepted the amended Terms and Conditions. If You do give Us notice to cancel, the then current Terms and Conditions (i.e. without the changes We have notified You about) will continue to apply during Your 30 day notice period.

19.7 Intellectual Property: We and Our suppliers own the software installed on and for the GN Equipment and all intellectual property rights in and on the GN Equipment. You may not use Our (or members of Our group's) trademarks or intellectual property without Our prior written consent.