

## Business

Version 1 – April 2022

### 1. Ordering the service

**1.1** To order the Service from us you must be at least 18 years old, have a valid email address and a bank account from which we can take payments by direct debit. You can provide us your bank details using the secure online link we will make available to you.

**1.2** You can order the Service from us either online, by email, over the phone or in person.

**1.3** After you have placed your order we will, if we can, accept your order for Services and send you an Order Confirmation. This will set out all the details about the Services we will provide to you, and how much it will cost you. We will reject your order if we are not satisfied that you are 18 or over or if you fail any credit check that we may carry out. We will also share your payment performance history with credit reference agencies.

**1.4** These Terms will become legally binding once we have accepted your Order. We will then send you an Order Confirmation with a copy of these Terms which will let you know when the Services will start and ask you to confirm your direct debit details.

**1.5** In the Order Confirmation we will let you know if we need to arrange a time to come and visit your premises to install any equipment that might be necessary for the Services to work. When we visit we may then connect the Services to at least one of your devices using the wireless router that we will supply (see more about this equipment below)

**1.6** We will try to ensure that we provide the Service to you by the Service Commencement Date, as set out on your Order Confirmation, or earlier. To provide you with the Services we may need you to obtain any consents or approvals or rights of way if necessary for the provision of the Service.

**1.7** Upon the Service Activation date, we will charge you one month's full subscription in advance and we may charge you again within 30 days in order to align with your preferred payment date.

**1.8** When you contact us, we will take steps to verify your identity as the Account Holder. You warrant that you have authority to act on behalf of your Business. If you wish for someone else to contact us about your account or the Services we are providing under these Terms, then you must let us know and we will only communicate with them once we are satisfied that they have your permission.

### 2. Keeping your accounts secure

**2.1** You or any other member of your Business may use the Service, but it is your



responsibility to keep any usernames or passwords secret. Do not disclose them to any other person for any reason.

**2.2** If you lose your password or disclose it to someone else then you must tell us immediately. Until you inform us that your password has been shared, lost or stolen, you will be liable for anything that is done with your account by someone else using your log in details during that time.

**2.3** We may deactivate, change or ask you to change your user account passwords at any time if we

- (i) believe that there has or is likely to be a breach of security, or
- (ii) to protect the Services for the use by others, or
- (iii) if you have breached these Terms, or
- (iv) if we are legally required to do so.

**2.4** You are responsible if you or anyone else in your Business misuses the Service in breach of these Terms. It is your responsibility to make sure that people in your Business comply with these Terms when using the Service.

### **3. Providing you with the Service**

**3.1** You agree that you will not use the services for any resale purposes. The Service is for use by your Business only.

**3.2** We will provide the Service to you with reasonable care and skill. We will provide the Service throughout the original minimum term you have signed up for (Minimum Term) and thereafter on a rolling basis until either you or we terminate the Service on 30 days' notice, or in accordance with the section on 'Ending Your Agreement' below.

**3.3** You may at any point during the Minimum term or afterwards choose to buy new Services from us, and if so we will provide you those Services for the new Minimum Term you may have agreed with us.

**3.4** We may change the Service from time to time and add in extra features or functionality however, if we do so, we will keep the quality, quantity and variety of features and functions overall constant.

**3.5** We will try to provide you with an exceptional Service but your use of the Service is at your sole risk and you assume full responsibility for all costs associated with it. If we have been negligent or we have breached these Terms, we will be liable to repair the Service or fix any faults as required. However, you accept that we may not always be able to provide the Services entirely free of faults and that we do not undertake to do so.

**3.6** We may restrict your use of the Service if we find that you are in breach of our Fair



Usage Policy.

**3.7** You accept that we may not be able to provide you with the Services if something happens to us that is outside of our control which prevents us from doing so. You should be aware that if that happens you may not be able to make emergency calls. We shall also try to resolve the underlying problem as soon as we can. If after one month we have not been able to resolve the underlying issue then either you or we can end this Agreement in line with the section below on 'Ending your Agreement'.

**3.8** If you do suffer any fault with the Service you must let us know as soon as possible by contacting us on 0330 223 2266 or if a connection is available by other means by email to [hello@grainconnect.com](mailto:hello@grainconnect.com). We will investigate the fault and try our very best to fix it as soon as we can.

#### **4. Updating the Service**

**4.1** We may sometimes have to interrupt the Service for operational reasons, for planned maintenance, or to upgrade it. If we do so then, where possible, we will give you forty-eight hours notice by email. Sometimes it may not be practical to give you notice of an interruption and in such circumstances you shall have no claim against us for any such interruption.

**4.2** When we upgrade the Service, we may need you to indicate that you accept the upgrade and if necessary any revised terms of Service, which may mean changes to these Terms. Where your ongoing use of the Services requires you to accept any updates that we provide and you refuse to accept the updates by refusing to select the "I AGREE" checkbox, we may end our agreement to provide you with the Service and the Service will end on the day of your refusal. In such event, you will receive a refund on a pro-rata basis for any period of time that has been paid for after termination has taken effect.

#### **5. Equipment that we may provide you**

**5.1** Wi-fi Boosters: You may either choose to buy the wi-fi booster for the price we tell you at the time you place your order as set out in the Price Guide, or alternatively you may choose to hire the wi-fi boosters from us on a temporary basis for the wi-fi booster rental price we set out in our Price Guide.

**5.2** If you choose to hire the wi-fi boosters from us then, when your contract ends for whatever reason, you must return the wi-fi booster to us following our written instructions. We may end your Agreement with us for the Service if you fail to keep up with your wi-fi boosters' rental payments. If you fail to post the wi-fi boosters back to us or show proof that you have posted it, within 30 days of being asked to do so, we will charge you for the cost of the wi-fi boosters as compensation to us. Equally if the wi-fi boosters are damaged beyond fair wear and tear we may charge you for the cost of a replacement or the cost of repair



(whichever is cheaper).

**5.3** 4G router: Where we are unable to provide you with the fibre broadband Service immediately, or for a period of time after you have placed your order, we may instead provide you with a 4G router. We both agree that the Service from a 4G router will not be as strong as a full fibre broadband service. If we do provide you with a 4G router then we will:

aim for you to have to use it for no more than two weeks;

send it to you in full working order with a SIM card already loaded so that you can use it immediately.

**5.4** When we connect your live Service, you must send back to us the 4G router with the SIM and any other parts, following our written instructions. If you fail to return the router to us within 14 days of being asked to do so, or you send the router back to us and it is not working for reasons other than fair wear and tear, then we will charge you the cost of a replacement router as compensation to us. Your 4G router may only be used for your Business purposes and for no other purpose.

## **6. What do I pay?**

**6.1** All of the charges you will have to pay are set out in the Order Confirmation we send you. We will waive the Set-up charge when we are connecting you to the service, however if you decide to cancel your order for the service within 14 days of placing your order then we will charge you the Set-up charge. If you do not cancel your order within 14 days then you will not have to pay the Set-up charge. If, for whatever reason, we are unable to install the equipment we will not charge you the Set-up charge in any event

**6.3** All charges apart from the Set-up charge will be on a monthly basis. We will make all invoices available on request from [hello@grainconnect.com](mailto:hello@grainconnect.com) and these invoices will include itemised billing at no charge.

**6.4** If you cancel the Agreement you will not be entitled to a refund for any Service you have paid for in advance but not used. If you end your Agreement during the Minimum Term you will have to pay us Early Termination charges which you can find here.

**6.5** All charges include VAT. If the VAT rate changes we will adjust our charges accordingly from when any change in the VAT rate comes into effect.**6.6** If you owe us any money then we may set that amount off against any amount we may owe you.

**6.7** We will not charge you for any call to our customers helpline or to the emergency numbers 999 and 112.**6.8** We will not charge you for fixing any faults in your Service unless upon investigation we find that either there was no fault, or the fault was caused by you. In those cases, we will charge you for any time incurred and any equipment that we may need to replace, in accordance with our Price Guide. If you miss a booked appointment and do not provide us with at least 24 hours notice, we reserve the right to charge you a missed



appointment fee in accordance with our Price Guide.

## 7. What happens if I pay late?

**7.1** If you miss a payment we will let you know and ask for you to make an immediate payment. We may also charge you a Late Payment Charge. If you are still unable to pay your debt after 14 days then we may suspend your Service. During any period of suspension, you will still be liable to pay us for the Service. If you have still not paid the outstanding debt after **30 days of the original missed payment, then we will end your Service.**

**7.2** We will then write to you asking for you to pay the monies that you owe us. If you still fail to make payment then we may pass your debt on at that point in time **to a Debt Collection Agency (DCA).**

**7.3** If we do pass your details to a DCA we will give them your details, including your personal information, and ask them to collect the debt you owe for us. The DCA may levy a charge to us for collecting the debt. Where they do so, we will pass that charge on to you to cover our costs. VAT will not be added to any extra charge we add to your bill.

**7.4** If we have suspended the Service we may charge you a re-connection charge to re-connect your service after we have ceased your Service for non-payment.

## 8. Visiting your home to set up the Service or to fix faults

**8.1** We may have to enter your Business premises to install the equipment and if there is a fault we may need to return to your Business premises to check that the equipment is working properly and replace it if necessary. We may also need to inspect the equipment on occasion to make sure it is working properly.

**8.2** If we do so, we will give you as much notice as possible when we arrange a time to visit you. However, any installation time on the date we give you will be an estimate. If you are not present when we do come to visit you then we may charge you for our time.

**8.3** When we do install equipment in your Business premises it is your responsibility to make sure that we have the necessary permissions to do so. You may need to check the terms of your lease or your tenancy agreement with your landlord before we proceed. This means that you must at your own expense permit, or obtain for us all permissions, licenses, registrations and approvals necessary for us or our agents to have access to your Business premises in order to do the necessary installation work. Even after this Agreement ends, you must allow us access to your Business premises until such time as we have removed all our equipment from your Business premises.

**8.4** Once we have finished the installation you will need to agree to comply with the terms of any relevant end-user software licence agreement or such other license terms as may apply to your use of the equipment. These terms are available to you from us upon request.

## 9. What you can do with our Equipment

**9.1** We will install the equipment to provide you with the Service. We will make sure that the equipment is able to link to at least one of your devices when we complete the installation. We will own the router that we have installed in your Business premises and we are loaning it to you so that you can use the Services. You will own any other equipment we sell to you in connection with the Services such as wi-fi boosters (unless we have loaned you a 4G router to use temporarily until the service is live – see section 5 above).

**9.2** You will be responsible for keeping the equipment we have loaned to you safe and secure. You will be liable to us if the equipment is damaged beyond fair wear and tear. You must let us know if the equipment does become damaged. You also agree that you will:

keep the equipment at your Business premises;  
look after the equipment in line with our instructions;  
not alter, repair or interfere with the equipment without our consent;  
not connect any other broadband routers to our network that we have not supplied to you;  
not sell or give the equipment to anyone else.

**9.3** We will not be liable to you or any third party if you suffer any losses because of your misuse of our equipment. We will not be liable to you for any work carried out by any third party which has an impact on the Services. We will only be liable to you for mistakes that we have made in providing you with the Services.

## 10. Using the service

**10.1** You may not use the Service: for any illegal purposes in breach of our Acceptable Usage Policy

**10.2** You agree that you will not resell the Service or any part of it to anyone else.

**10.3** You also agree that you will keep all electronic devices that connect to the Services secure by keeping them updated with the latest security software updates.

**10.4** You will comply with our Fair Usage and Acceptable Usage Policy and if you do not do so we may disconnect you from the Service.

## 11. Breaking the terms of this Agreement

**11.1** If we have to investigate any breach of this Agreement or any breach of the security of our network you expressly authorise us to use your Business' personal data for such purposes where relevant for us to do so.

**11.2** If we decide you have breached this Agreement then we will give you 28 days to resolve the problem. If we are not satisfied that the problem has been resolved we may then either suspend the Service or end this Agreement without making any compensation



payment to you. We may seek compensation from you if the breach has caused us harm or additional costs. For example, if you have breached the Acceptable Usage Policy or transmitted defamatory content over our network.

## **12. Ending this Agreement**

**12.1** Either you or we may end this Agreement:

if one of us has breached this Agreement and not been able to resolve the problem within 28 days, or;  
after the end of the Minimum Term for any reason on giving 30 days' notice to the other party.

**12.2** We may end this Agreement immediately if:

it becomes illegal for us to carry on providing you the Service;  
one of our underlying wholesale network service providers supporting us in providing you the Services ceases operations or materially alters the service they are providing us such that it is no longer economically possible for us to provide you the Services; something happens beyond our reasonable control which means we can no longer provide you with the Service.

**12.3** If we have to end the Service for any of these reasons we will refund to you any fees you have paid us in advance for the provision of Service we can no longer provide.

**12.4** If you move your Business premises we may be able to provide your Service at your new Business address. If that is possible for us to do we will charge you an administration fee as set out on the Price Guide. We will continue to provide the Service at your new address. If it is not possible then we will end the Agreement when you change your address.

**12.5** If we suspend the Service because you are in breach then we will continue to charge you during the period of suspension. We will also charge you a reconnection fee to carry on providing you the Service after suspension has ended.

## **13. Ending your Agreement before the Minimum Term has ended**

**13.1** If you end your Agreement during the Minimum Period, or we end the Agreement because you have failed to pay for the Services, you will have to pay us early termination charges. Details of how much you may have to pay will depend on the package you have signed up to. More information can be found in the Price Guide You will also have to return our equipment to us following our instructions. If you do not return the equipment to us, we will charge you for it. Details of how much the charge is likely to be can be found here.

## **14. Limitation on Liability**

**14.1** What we're not responsible for and limits on our liability. We accept responsibility with



no limit on liability in the following circumstances:

Where we cause death or personal injury through our negligence;

- For any fraud or fraudulent statements made by us; and
- For any other liability that we cannot exclude by law.
- Neither you or we shall be liable under these Terms for any:
  - loss of profit
  - loss of revenue
  - loss of business
  - indirect or consequential loss or damage,

in each case, however caused, even if foreseeable.

**14.2** We accept liability for loss or damage to your physical property arising from our negligence up to £100,000 in total for any one event or series of events in any one 12-month period.

**14.3** Our liability to you in contract if the Service is not working for any reason is limited to £1500 in compensation per year.

**14.4** Other than where clause 14.1 applies we will not be liable to you for: any delay or failure caused by something beyond our reasonable control which might include lightning, flooding, severe weather, fire, explosion, terrorist activities, epidemic, riots, war, anything done by a government or other public authority, or strikes or other industrial action;

- any losses caused by your breach of the terms of this Agreement;
- any commercial or business loss or any loss caused by malware or the unauthorised use of the Service on any of your devices;
  - any loss caused by corruption or loss of data or information;
- any failure of any alarm systems due to incompatibility with the Service;
- any other reason which is not due to our fault or neglect;
- your use of any equipment not supplied by us; and losses which we couldn't reasonably have expected or which we couldn't have considered when entering into the agreement.

## **15. Data protection**

**15.1** You agree that we have the right to process your Business' personal data under this Agreement in order to provide your Business with the Service. See our Privacy Policy for more information on how we will use your Business' personal data.

## **16. Contacting each other**

**16.1** We will contact you by email or phone call using the details you give to us when you





send in your order. You may contact us using our details set out at the top of these Terms.

## **17. Assigning our contract to provide you Service**

**17.1** We may assign or sub-contract any or all of our rights and obligations under these Terms without your consent to such assignment or sub-contract. You may not sell, lease, sub-licence, assign or otherwise transfer, in whole or in part, by operation of law or otherwise, your rights under the Terms or any rights or obligations set out in these Terms without our prior written consent.

## **18. Intellectual Property Rights**

**18.1** All title, interests, and rights including intellectual property rights in the Service and the material on our website remain ours. You agree that we have all such title, interest and rights and that you shall not take any action to jeopardise, limit or interfere in any manner with our rights with respect to the Service.

**18.2** You may not reproduce, copy, distribute or store or, in any fashion, re-use material from our website or our trademarks without our permission in writing.

**18.3** You acknowledge that title and related rights in any content accessed through the Service are the property of the applicable content owner and are protected by applicable law. We do not give you any interests or rights in such content under these Terms.

## **19. Making changes to these Terms**

**19.1** We may add to and/or amend these Terms or any other aspect of the Services we provide you at any time for any of the following reasons:

- Change the way we structure our charges; Reflect changes to or developments in technology (for example, we may introduce new Equipment or ways to pay for the Service);
- Withdraw, replace or remove all or parts of the Service or Equipment Update, upgrade, improve or alter the Service or Equipment (for example, to fix bugs or faults, tackle security issues, improve software etc); Reflect a change in our ability to provide the Service (for example, if we increase our coverage somewhere);
- Reorganise the way we manage or run our business; or reflect any change to a law, code of practice, regulation, guidance or responsibility that applies to us Change, improve or update the Equipment or the Service you get or to introduce new Services or Equipment;

**19.2** As we cannot predict the future, and we may be providing you with the Service for a long time, we may also change these Terms for some other reason that we are not aware of at the moment.



**19.3** If we change these Terms or any other aspect of the service we provide you, and such a change is to your material detriment then we will send you a letter or email advising you of the change at least thirty (30) days before the change takes effect. If you do not accept the change, you may end your use of the Service by sending us written notice to this effect to the contact details at the top of these Terms. You must do this within thirty (30) days of us writing to you initially. We will then refund you any fees paid to us for Service after such changes had come into effect. If you continue to use the Service after any changes to these Terms or the Service have been notified to you and after the thirty (30) days period has expired, you will be deemed to have accepted such changes (This clause applies only to a micro business).

## **20. Entire agreement**

**20.1** These Terms together with the documents referred to within them comprise the entire agreement and understanding between us in relation to the Services, and replace all other agreements and representations made by us relating to the Services and these Terms.

**20.2** The documents referred to above include those pages on our website hyperlinked to within these Terms setting out our:

- a) Privacy Policy
- b) Fair Usage Policy
- c) Acceptable Usage Policy

## **21. Applicable Law for sorting out disputes**

**21.1** These Terms are governed by and construed in accordance with English Law and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

**21.2** If your Business is based in Northern Ireland or Scotland, you may also bring proceedings If you access our website from locations outside the United Kingdom, you are responsible for complying with all applicable local laws.

## **22. Complaints**

**22.1** If there is a problem with the Services, you may wish to exercise your legal right to reject the Services. In the event of this, you must contact us at [hello@grainconnect.com](mailto:hello@grainconnect.com) and we will try our best to settle your complaint.

**22.2** If we have not resolved your complaint within 8 weeks, with your permission we will refer your complaint to the Consumer ADR Department Centre for Effective Dispute



Resolution (70 Fleet Street London EC4Y 1EU), for resolution. We will be bound by their decision. You will not have to pay for them to consider your complaint.