

Free Connection and up to 12 Months' Free Service Promotion Terms



These Terms are valid for orders placed on or after 1 August 2020 and were last updated 1 August 2020 and supersede all previous terms for this promotion published on Our Website.

County Broadband Limited
Old Bouchiers Hall, New Road, Aldham CO6 3QU
Tel: 01376 562002 www.countybroadband.co.uk
Registered in England No. 04666043



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Summary of this promotional offer in “Plain English”

The following is a summary of this promotional offer. This summary is for guidance purposes only and is not intended to be legally binding.

1. Please read these Promotion Terms before you complete a Pre-Order Form for fibre broadband services, as they will take effect from the date on which we accept your Pre-Order Form.
2. We are offering this Promotion to encourage you to sign a pre-order for our service before we have finished building the network in your area.
3. In return for signing a pre-order with us we are offering a free connection and, if you are in an existing contract with another provider, a free service period.
4. We want you to order a service from us now, but in doing so we don't want you to be in a position where you have to pay for our service AND another service at the same time because you are already in another broadband contract with another provider. To protect you from having to pay “twice” for your broadband service, we will provide part or all of the service for free for up to 12 months if you are already in an existing contract for service with a third-party provider, by only charging for the difference in the cost between our service and your current broadband service if our service is priced higher, or by charging nothing if our service is priced lower.
5. To protect us from this free service offer being abused you must have been in an existing contract at the time you placed your pre-order with us and it must be this same contract that has not yet ended when we offer to connect you once we have built the network in your area.



INFORMATION ABOUT US AND OUR CONTRACT WITH YOU

We means County Broadband Limited (a company registered in England & Wales at Old Bouchiers Hall, New Road, Aldham, Essex CO6 3QU under company number 04666043). “**CBL**”, “**We**” or “**Our**” or “**Us**”

How We will accept your order. Our acceptance of your order will take place when We confirm in writing to you that we have accepted it, at which point a contract will come into existence between you and us incorporating these terms and conditions. However, you acknowledge that in entering into this Promotion, you will also be agreeing to our Pre-Order Terms, and that any liability from Us to meet the terms of this Promotion is entirely dependent on our ability to connect you to our network as per our Pre-Order Terms and Service Terms copies of which can be viewed and downloaded online at www.countybroadband.co.uk/legal

This Promotion applies to Business Users and Consumers (as defined below).

This Agreement is valid for orders placed on or after 1 August 2020, and was last updated 1 August 2020 and supersedes all previous terms published on Our Website.

THIS AGREEMENT is made on the date of Our pre-order order confirmation

Parties

(1) **County Broadband Limited.** Company Registration no. 04666043 of Old Bouchiers Hall., New Road, Aldham, Essex, CO6 3QU (**CBL**); and

(2) the customer(s) named in the Pre-order confirmation email (**the Customer**, **You** or **Your**).

It is hereby agreed as follows:

1. Definitions & Interpretation:

“Existing Contract” means a contract: (i) between the Customer and another provider, (ii) whereby such provider supplies the Customer with a broadband connection to the premise and (iii) which is due to expire up to 12 months from the date of the Order. For the sake of clarity, this does not include a broadband service provided over a mobile phone network.

“Business User” means a Customer who uses the Services in the course of any trade or business.

“Free Connection” means all of the costs of a connection to your property up to the value of £225, including provision of a wireless router. In some cases, the cost to connect may be higher than this, in which case the Customer will have the choice of paying the difference or cancelling their agreement with us without penalty.

“Free Service” means up to 12 Months’ free service if you are in an Existing Contract with another provider, in which case we will charge nothing if the monthly subscription value of Your Pre-order with Us is higher than the monthly subscription You are already paying in your Existing Contract, or we will charge only the difference if it is lower. The Free Service offer lasts until either your Existing Contract with another provider ends, or 12 months from when service commences with Us, whichever is the sooner, after which time a 24 month contract starts with County Broadband for its fibre broadband services at the normal rate.

“Consumer” means an individual acting for purposes which are wholly or mainly outside that individual’s trade, craft or profession.

“Promotion” means a Free Connection and a Free Service as defined above.



“Promotion Area” means the area covered by CBL’s new network build. The Customer can check whether they are within the Promotional Area and that the Promotion is available to them by entering their postcode on our website.

“Promotion Period” means the period over which this Promotion applies and is from the point that CBL first invites Pre-Orders for its service and closes when We announce a closing date for the Promotion – usually a month before its construction programme in the Promotion Area ends.

“Customer” means the legal person signing this agreement, who can either be a Business User or a Consumer. If a Consumer the signatory must be 18 years or over.

2. Promotion Terms

- 2.1. CBL will offer a Free Connection to Customers who place a Pre-Order for a full-fibre broadband connection from CBL during the Promotion Period in the Promotion Area. For more information about our Pre-Order agreement please visit www.countybroadband.co.uk/legal to read our Pre-Order terms and conditions
- 2.2. Customers can only take advantage of this Promotion by placing a Pre-order
- 2.3. to take advantage of the Free Service offer, in line with any reasonable request made by CBL, Customers must provide evidence if requested as to the remaining time left on their Existing Contract
- 2.4. this Promotion is not open to County Broadband employees or their family members and the Promotion is limited to the Promotion Area.
- 2.5. Free connection also includes set up of a complimentary wireless router and this is included in the £225 standard connection charge – full details of what is included in our standard connection charge is highlighted in our Service Terms, available to view at www.countybroadband.co.uk/legal
- 2.6. the customer accepts that CBL’s decision in respect of all matters to do with this Promotion is final.
- 2.7. in order for You to partake in the Promotion We will need to use Your personal information. Please refer to our privacy policy <https://countybroadband.co.uk/legal/privacy-policy/> to understand how We will use Your information and what Your rights are in relation to Your information.

3. General

- 3.1. The Customer acknowledges that it has not entered into this Promotion in reliance on any representation, warranty or statement (whether oral written or implied) made by or on behalf of CBL other than as set out in this Agreement.
- 3.2. CBL may change the terms and conditions of the Agreement from time to time. Where CBL does so CBL will publish details of all changes on the Websites before they take effect.
- 3.3. No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 3.4. The benefit of this Agreement shall be personal to the Customer and the Customer shall not assign, transfer or purport to share its interest in this Agreement without the prior written consent of CBL.
- 3.5. CBL may assign or sub-contract its rights and obligations under this Agreement at any time.
- 3.6. Unless otherwise specifically provided in this Agreement, any notices or other written communications required to be served or sent under the terms of this Agreement shall be served or sent: (a) by CBL by registered post or by recorded delivery to the address of the customer registered with CBL or by email to the Customer’s email address registered with CBL or (b) by the Customer by registered post or by recorded delivery to CBL’s address given at the top of these pre-order terms, or to such other



address as may be notified to the Customer in writing or through the Customer portal at CBL's Websites , currently at <https://service.countybroadband.co.uk/clientarea.php>

- 3.7. This Agreement and all disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 3.8. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).