

Summary of Service Terms

The following is a summary of our Service Terms. This summary is for guidance purposes only and is not intended to be legally binding.

We use one set of Service Terms for both our wireless and fibre services.

- (A) **Where you have ordered a fibre service**, these Service Terms will apply to you if you have signed up to fibre services using either the:
- (i) Pre-Order process – if our fibre network was **not yet available** in your area, we entered into a Pre-Order Agreement with you and we have confirmed that we are coming to connect you; or
 - (ii) Order process – if our network is **already available** in your area and you have placed an **Order** or **Early Order** for it and we have accepted it.
- (B) **Where you have ordered a wireless service**, these Service Terms will apply to you if:
- (i) you have made an Order or Early Order for wireless services and we have accepted it; or
 - (ii) you placed an Order, Early Order or Pre-Order for fibre services, we were unable to provide the fibre services and offered a wireless service to you instead, and you accepted our offer.
- (C) We will contact you to agree a date and time for installing any Equipment that is needed in order for you to receive the Service.
- (D) We have included some flexibility in our **Service Terms** to make it easy to order a Service with us, even if you are in an **Existing Contract** with another provider as follows:
- (i) if you placed a Pre-Order and you **are** in an **Existing Contract** after the network is built and at the time we let you know we are coming to connect you, then you may delay the Activation Date by up to 24 months (the **Grace Period**). You will need to tell us, and provide us with proof of, when your Existing Contract expires, in order to delay your Activation Date in this way
 - (ii) if the Service you would like is already available in your area, you can place an Early Order for that Service up to 24 months in advance of your **Existing Contract** ending. You will need to tell us and provide us with proof of, when your Existing Contract expires, in order to delay your Activation Date in this way.
- (E) In each case under (D)(i) and (D)(ii) above where you have entered into a Grace Period or placed an Early Order for a Service:
- (i) we may arrange to install any Equipment just before your Existing Contract or the Grace Period has expired, whichever is the sooner; **or**
 - (ii) we may arrange to install any Equipment as soon as the Service is available in your area or as soon as you place your Early Order (as applicable in each case), but you will not have

access to it until the date on which your Existing Contract or the Grace Period has expired, whichever is the sooner; **or**

- (iii) we may arrange to install the Equipment as soon as the Service is available in your area or as soon as the cooling-off period has expired (where you placed an Early Order), as applicable in each case, and provide you with access to it free of charge until your Existing Contract or the Grace Period expires, whichever is the sooner.
- (F) If we provide you with access to the Service free of charge until your Existing Contract or Grace Period expires, the Activation Date will be the date on which the Existing Contract or Grace Period expires and will not be the date we make it available to you free of charge.
- (G) The Activation Date is important because it triggers the **Minimum Service Period**, which is the length of time (in months) you have signed up to receive the Service (for example, 12 months or 24 months).
- (H) The Charges you must pay in respect of the Service and / or installation of any Equipment will be set out in the Contract Information and Contract Summary that you will have received before entering into this Agreement.
- (I) **If you are an Individual Consumer and you order the Service or any Equipment over the internet, through one of our agents who visits your home, through one of our territory or community sales executives or over the telephone**, you will have 14 days to change your mind and cancel your contract with us. However:
 - (i) if you request for us to start providing services during that cooling-off period, you may have to pay for services we have provided if you then cancel the contract during that cooling-off period.
 - (ii) if we entered into a Pre-Order Agreement with you, you will not be able to cancel the contract, as you will have already been afforded a 14 day cooling-off period under the Pre-Order Agreement.
 - (iii) if you placed an Early Order for a Service while you were in an Existing Contract then you will have 14 days from the date of this Agreement (and not the Activation Date) to change your mind and cancel the contract.

SERVICE TERMS

These are the terms which will apply if you have ordered wireless or fibre services from County Broadband Limited.

INFORMATION ABOUT US AND OUR CONTRACT WITH YOU

We are County Broadband Ltd (a company registered in England & Wales at Old Bouchiers Hall, New Road, Aldham, Essex CO6 3QU under company number 04666043). We refer to ourselves throughout these Service Terms as “**CBL**”, “**we**”, “**us**” or “**our**”.

How we will accept your Order (or Early Order). Our acceptance of your Order or Early 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 Service Terms. However, you acknowledge that the Minimum Service Period will only start on the Activation Date.

This Agreement applies to Business Users and Consumers (as defined below). If you are an Individual Consumer, you have the right to cancel your contract with us in accordance with the cancellation rights as set out at the end of these Service Terms.

This Agreement is valid for orders placed on or after 12th September 2023 and supersedes previous terms published on our Website.

THIS AGREEMENT is made on the Effective Date

Parties

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

(2) the customer(s) named in our confirmation email (‘the **Customer**’).

It is hereby agreed as follows:

1 Definitions & Interpretation:

1.1 In these Service Terms the following words and phrases shall have the following meanings and the following rules of interpretation shall apply:

“**Activation Date**” has the meaning set out at clause 4.2.

“**Agreement**” means, as applicable: the contract between you and us for the Service, comprised of and incorporating the Contract Summary, the Contract Information, the terms relating to any Promotion relevant to you, your Order or Early Order the Service Terms, any applicable Service Level Agreement relevant to you and the Website Policies. If there is any conflict or ambiguity between the terms of the documents listed here, a term contained in a document earlier in the list shall have effect over one contained in a document later in the list.

“**Business User**” means a Customer who uses the Services in the course of any trade or business and who is not a Consumer.

“**Charges**” means the charges you must pay us in return for the supply of the Services in accordance with clause 9.

“**Consumer**” means either:

- (a). an “**Individual Consumer**” which means an individual acting for purposes which are wholly or mainly outside that individual’s trade, craft or profession; or
- (b). a “**Small Organisation**” which means a customer, whether:
 - (i). an individual or organisation acting in the course of a business which is carried on by that customer, and for which not more than 10 individuals work (whether as employees or volunteers or otherwise), but who or which is not itself a Communications Provider (as such term is defined in the OfCom General Conditions); or
 - (ii). A body for which no more than 10 individuals work (whether as employees or otherwise but excluding volunteers) and which, by virtue of its constitution or any enactment:
 - (1). is required (after payment of outgoings) to apply the whole of its income, and any capital which it expends, for charitable or public purposes; and
 - (2). is prohibited from directly or indirectly distributing among its members any part of its assets (otherwise than for charitable or public purposes).

“**Contract Information**” means the contract information document which we provided to you before you entered into this Agreement or the Pre-Order Agreement, as applicable in each case.

“**Contract Summary**” means the contract summary document which we provided to you, and you consented to, before you entered into this Agreement or the Pre-Order Agreement, as applicable in each case.

“**cooling-off period**” means the cancellation period which will expire 14 days after the Effective Date.

“**Customer**” or “**you**” means the legal person(s) signing this Agreement who is/are named in our confirmation email. You can be either a Business User or a Consumer. If you are a Consumer, you must be 18 years of age or over.

“**Early Order**” means the form you filled out to request us to supply the Service to you, where the Service you have ordered is already available in your area, but you are party to an Existing Contract that has a maximum of 6 months left before it ends.

“**Early Termination Charge**” means the Charges for the Service, for the remainder of the Minimum Service Period.

“**Effective Date**” means either:

- (a). the date when we confirm to you in writing that we have accepted your Order or Early Order;
or
- (b). if you and we entered into a Pre-Order Agreement, the date this Agreement is deemed to come into effect under that Pre-Order Agreement.

“**Engineer**” means our agent, employee or representative who attends your Premises to install or fix any Equipment.

“**Equipment**” means any equipment, connecting apparatus, ducting and cabling supplied by CBL or its contractors, to enable CBL to provide the Service to you. If you have purchased a wireless Service, Equipment does not include any access points/routers you may purchase separately (either from us or any other party and connect to our Equipment).

“**Existing Contract**” means a contract between you and another provider whereby such provider supplies you with an internet connection to the Premises. For the sake of clarity, this does not include a broadband service provided over a mobile phone network.

“**Grace Period**” has the meaning given to it at clause 4.2.5.

“**Minimum Cancellation Notice**” means 30 days or such other period as set out in the Contract Summary and/or Contract Information.

“**Minimum Service Period**” means the length of time (in months) you have requested to receive the Service (for example, 12 months or 24 months), as specified in the Contract Summary and/or Contract Information.

“**Order**” means the form you filled out to request us to supply the Service to you at the Premises but excludes Pre-Orders and Early Orders.

“**Premises**” means the premises at which you have asked us to provide Services, as set out in the Contract Summary and/or Contract Information.

“**Pre-Order**” means a pre-order you placed for a fibre Service before the Service was available in your area and because of which we entered into a Pre-Order Agreement with you.

“**Pre-Order Agreement**” means the agreement between you and us which we entered into with you when you placed a Pre-Order.

“**Promotion**” means price promotions, offers, discounts, packages and schemes that are advertised by us.

“**Rolling Contract**” has the meaning given to it in clause 13.3.

“**Service**” means the service we will provide to you under this Agreement to enable you to gain access to the internet, and any other services and facilities provided by CBL in connection with that service as described in the Contract Information and the Contract Summary, and references to “Services” shall be construed accordingly.

“**Service Level Agreement**” means, if relevant to your Order, Pre-Order or Early Order, the agreement which sets out the standards CBL will meet in the provision of the Service.

“**Website**” means our website at www.countybroadband.co.uk (as amended by CBL from time to time).

“**Website Policies**” means the Acceptable Use Policy and Privacy Policy on our Website as modified or amended from time to time.

1.2 In this Agreement, unless the contrary intention appears:

- 1.2.1 any obligation on you or us not to do any act or thing shall be deemed to include an obligation not to permit such act or thing to be done by any person under your or our control (as applicable in each case);
- 1.2.2 if a court or other authority decides that some of the terms of this Agreement are unlawful, the rest will continue to apply;
- 1.2.3 the words ‘include’ and ‘including’ shall be deemed to be followed by the words ‘without limitation’;
- 1.2.4 where either you or we must give approval, consent or permission, that approval, consent or permission must not be unreasonably withheld.

2 The Services

- 2.1 We shall provide you with the Services subject to the terms of this Agreement.
- 2.2 If you have requested that we provide the Service to a Premises which is in an area where the Service is already available, you can place your Order or Early-Order:
- 2.2.1 by completing our online application form on the Website;
 - 2.2.2 by sending us a completed application form by post to the address set out on our Website;
 - 2.2.3 by completing an application form in person at one of our presentations;
 - 2.2.4 by completing an application form in person when one of our representatives visits your Premises;
 - 2.2.5 by completing an application form in person when you are dealing with one of our territory or community sales executives; or
 - 2.2.6 over the telephone with our sales team on the number set out on our Website.
- 2.3 You must let us know if you are party to an Existing Contract when you place your Early Order. We may ask you to provide proof of the Existing Contract and its end date.
- 2.4 If you are an existing CBL customer and you are already in a contract with us, you may not incur any cancellation charges for terminating that contract so that you can place an Order for a different service. We will let you know if this is the case when you contact our customer services team to ask us about moving to a different service.
- 2.5 In certain limited circumstances we may not be able to provide you with the particular Service that you have requested and we might need to reject your Order or Early Order. This could be for example, because we can't verify your age, because you are located outside the UK or because the Service was mispriced by us. If this happens we will inform you promptly and, if possible, offer you an alternative Service. If you do not want an alternative Service then we will end the Agreement and refund you any money you have paid for Services not received.
- 2.6 We shall not be obliged to provide the Services to you unless and until:
- 2.6.1 if applicable, we have accepted your Order or Early Order; and
 - 2.6.2 we have received payment of any initial Charges due from you in respect of the Services and/or installation of any Equipment (if any).
- 2.7 Our acceptance of your Order or Early Order (if applicable) will take place when we write to you to accept it. In this Agreement "writing" includes email.
- 2.8 We will endeavour to ensure that the Services are of a high quality. In order to maintain the quality and safety of the Services, and any other services which we provide to our customers (including you), We may from time to time:

- 2.8.1 suspend, close down or restrict the whole or any part of the Services in order to carry out emergency or other repairs, maintenance and/or improvements or address a safety or security issue, or an issue which challenges the integrity of the Services (although we will give you as much notice as is reasonably practicable before doing so and will endeavour to carry out such works during the relevant scheduled maintenance periods as published by us and notified to you). If we suspend a Service:
- (a) for longer than 5 days in any 30 day, we either adjust the price so you don't pay for it while its suspended or, if a Service Level Agreement is applicable to you, we will take any action as set out in that Service Level Agreement.
 - (b) or tell you we're going to suspend it, for more than 30 days you can contact our Customer Service Team: <https://countybroadband.co.uk/contact-us/> or via phone at 01376562002 to end this Agreement and we will refund any sums you have paid in advance for Services you won't receive; and/or
- 2.8.2 stop providing a Service. If we are going to stop providing a Service, we will let you know at least 30 days in advance and we will refund any sums you've paid in advance for Services which will not be provided.
- 2.9 We may provide you with instructions on how to use any of our Services and you agree to comply with any reasonable instructions we may give you in accordance with this clause.
- 2.10 We might need access to your Premises to enable us to install Equipment, remove Equipment, upgrade a Service or Equipment, or investigate and fix a problem with a Service or Equipment. We will notify you as soon as possible if either we, our Engineers or anyone else involved in providing the Services and/or the Equipment, require access to your Premises for any of these reasons and we will give you reasonable prior notice (as far as that is practical). You agree to grant CBL and/or such other persons referred to in this clause and notified to you by us, access to your Premises for the purposes described in this clause. We will meet your reasonable requirements, and you agree to meet ours, concerning the safety of people on your Premises.
- 2.11 We may make software available to you that enables you to use the Services. You must not copy, decompile, create derivative works out of, reverse-engineer, disassemble, sub-license, distribute or modify this software unless we expressly tell you, you can, or if you are allowed to by applicable law (for example, for Open Source Software). You must only access the Services via use of this software, or in an alternative way permitted by us from time to time, and you must not attempt to circumvent any security measures inherent in the Services.
- 2.12 We and our licensors own and will retain ownership of any software we provide to you under clause 2.11. We grant you a revocable, non-transferable, non-assignable, nonexclusive license to use any software we make available to you under clause 2.11 for the duration of the Agreement or, if shorter the duration of the period of time it is made available to you.

3 Equipment & Installation

- 3.1 If we need to install any Equipment at the Premises to enable you to use the Service, we will contact you to book an installation and to confirm the date and time of your appointment(s) slot, and will use reasonable endeavours to arrange a date and time that is convenient to you.
- 3.2 The Charges for any installation will be as set out in the Contract Information and / or Contract Summary. Those Charges will normally cover our standard installation but exactly what is covered will be described in more detail in the Contract Information. If after the Effective Date of this Agreement, any changes are required to our standard installation and those changes will incur additional charges, we will let you know that when we notify you of the required changes. If:
- 3.2.1 you agree to those additional charges, we will send you written confirmation of the new installation charges and that is what you will have to pay;
- 3.2.2 you do not agree with the additional charges:
- (a) if you are within the cooling-off period, you can end this Agreement as explained at the end of this Agreement; or
- (b) if you are no longer within the cooling-off period, we will discuss other available options with you.
- 3.3 If we need to inspect, repair or replace any Equipment at the Premises to enable you to continue using the Service, we will contact you to book an Engineer visit and we will use reasonable endeavours to arrange a date and time that is convenient to you. We may charge you a reasonable fee for an Engineer visit under this clause 3.3, but we will not charge you if we reasonably consider the Engineer visit is necessary to investigate or fix a problem with the Service.
- 3.4 Unless otherwise agreed by us in writing, any Equipment we provide to you remains the property of CBL at all times; although we will consider (but are not obliged to accept) any reasonable offer you make to purchase any such Equipment. We may choose to, but we are under no obligation to, attend your Premises to dismantle and/or retrieve and remove the Equipment at the end of this Agreement or if we otherwise stop providing the Service to you for any reason. We will contact you to arrange an appointment to do this and you agree to allow us access to the Premises at reasonable times so that we can do this.
- 3.5 Where we have agreed a date and time with you for our Engineer to attend the Premises to install, maintain, fix, dismantle and / or remove Equipment, you must ensure that you or another person aged 18 or over who has authority to give us access to the Premises, is present at the Premises for the duration of our Engineer's visit.
- 3.6 We may charge you for a failed Engineer visit (i.e. where our Engineer attends our Premises but is unable to carry out the necessary work) in the following circumstances:
- 3.6.1 if no appropriate person is present at the Premises as required by clause 3.5;
- 3.6.2 if you do not provide our Engineer with the access to your Premises that they need;

- 3.6.3 if you have not obtained the consents or authorisations necessary for our Engineer to carry out the work;
- 3.6.4 if you act in a way which breaches your obligations under clause 3.13;
- 3.6.5 if you have not provided sufficient access to mains sockets;
- 3.6.6 if your equipment is not compatible with our Equipment, despite us having provided you with information on the relevant compatibility requirements (see clause 3.18), in advance; or
- 3.6.7 if you cancel an Engineer visit without providing us with at least 24 hours' notice.

What we charge you will depend on the circumstances but may be the full cost of the failed installation / maintenance / removal visit. We will have made you aware of that cost in advance either through our customer care agents or through our price list which may be published on our Website from time to time. We will then charge you the pre-agreed fee for any rearranged Engineer visit which may be required.

- 3.7 If the failed Engineer visit is caused by anything other than the situations described at clause 3.6, we will not charge you.
- 3.8 Where you have purchased a router from anyone other than us and you wish to use that router to receive a wireless Service, then by accepting these Service Terms, you hereby authorise (and confirm you have the authority to authorise) us to access that router for the purposes of:
 - 3.8.1 providing the Service;
 - 3.8.2 resolving any connectivity issues that you contact us in respect of;
 - 3.8.3 providing you with software updates to improve the Service; and
 - 3.8.4 any other reasonable reasons which we notify you of from time to time.
- 3.9 Unless otherwise agreed by us in writing, you agree to pay a non-refundable fee for installation of Equipment at the Premises that we determine is reasonably necessary to enable us to provide the Service to you. These installation Charges will be as set out in the Contract Information and the Contract Summary.
- 3.10 Our Engineer may determine that additional installation work is necessary and that work will incur additional charges that we did not expect at the time you placed your Order, Early Order or Pre-Order. If this happens, we will contact you to let you know and you will have the option to either accept the additional Charges and proceed with the installation work or not accept the additional Charges and not to proceed with the installation work. If you choose not to accept the additional Charges, this Agreement will end and you will not be charged unless you have asked us to provide services during the cooling-off period. If you have asked us to provide services during the colling-off period, then you should see the section at the end of this Agreement which explains what will happen.
- 3.11 It is your responsibility to make sure that there are enough mains socket outlets at your Premises to provide a power supply for any Equipment which may form part of the Services.

- We normally require that there is a mains power socket within ten metres of the installation point. You must act reasonably in allowing us to make use of the mains sockets at your Premises to install Equipment.
- 3.12 You must obtain all relevant permissions and consents for the purposes of installing the Equipment lawfully and in an unimpeded manner at the Premises, even if you do not own the Premises (for example, if you are renting it). If you not do this, we will not be obliged to carry out any work to install any Equipment at your Premises and we can end this Agreement with you, if we choose to.
- 3.13 Provided we act in accordance with the terms of this Agreement in relation to each of clause 3.13.1 to clause 3.13.5 below, you will not do or omit to do anything with intention of preventing us from:
- 3.13.1 accessing your Premises in accordance with the terms of this Agreement;
 - 3.13.2 installing Equipment at your Premises in accordance with the terms of this Agreement;
 - 3.13.3 connecting you to the Service;
 - 3.13.4 investigating a problem with the Service or any Equipment at your Premises; or
 - 3.13.5 maintaining any Equipment at your Premises.
- 3.14 Where specific works are required to install the Equipment, we will carry out the installation with reasonable care and skill and will use reasonable endeavours to make good any damage to walls, roofs or other parts of the Premises that we cause, as long as you can reasonably prove that we caused the damage.
- 3.15 You confirm that:
- 3.15.1 subject to clause 3.1 and clause 3.4, you grant CBL (or will ensure the grant to CBL of) authorisation to:
 - (a) enter onto the Premises to install the Equipment on, under or over your property;
 - (b) inspect the Equipment;
 - (c) repair alter or replace the Equipment;
 - (d) dismantle and remove the Equipment; and
 - (e) add further Equipment in any existing duct.
 - 3.15.2 you will use all reasonable efforts not to damage the Equipment or allow anyone else you are responsible for to damage the Equipment. In particular:
 - (a) you must use our Equipment in accordance with the manufacturer's instructions or any reasonable instructions we give to you;

- (b) you will not change or attempt to change, disassemble, deconstruct the Equipment or to move it from where we have installed it;
 - (c) you will not neglect the Equipment or put it at risk of theft; and
 - (d) you are advised to include the Equipment on your property insurance to its full replacement value.
- 3.16 You confirm that you will not remove any Equipment that we install for the purpose of providing the Service.
- 3.17 If you are a Business User or a Small Organisation, you agree to indemnify CBL for any loss or damage to the Equipment for any reason other than such as may occur during installation, repair, retrieval, maintenance or upgrade process carried out by CBL.
- 3.18 You are responsible for ensuring that you have a compatible computer or device to be able to receive the Service. A device will be compatible if it is Internet Protocol (IP) enabled, meaning that it can utilise the internet.

4 The Services and Activation Date

- 4.1 We will start charging you for the Services from the Activation Date.
- 4.2 The date of the Activation Date will be determined as follows (each an “**Activation Date**”):
- 4.2.1 subject to clause 4.2.2, where we have accepted your Order, the Activation Date will be the date set out in the Contract Summary and / or Contract Information;
 - 4.2.2 if we have accepted your Order, installation of Equipment at your Premises is required to enable you to use the Service, we have booked an installation date with you and we need to rearrange the installation date, we will give you as much notice as we can and at least 24 hours’ notice. We will rearrange the installation date for the earliest time convenient for both you and us and if necessary, we will offer you a new Activation Date. If we delay installation by more than six weeks, you can contact us to end this Agreement and you will not be charged. Please note that where the installation of Equipment is delayed because of something you have done or failed to do, we will still contact you to rearrange installation of the Equipment but the Activation Date under clause 4.2.1 will not change and you will still be charged from that Activation Date;
 - 4.2.3 subject to clause 4.2.4 and clause 4.2.5, if you and we were party to a Pre-Order Agreement and we have notified you that we are coming to connect you, the Activation Date will be the date we come to connect you. We will contact you to arrange your connection date and we will use our reasonable efforts to ensure that the connection date is on a date that is suitable for you;
 - 4.2.4 if we have agreed a connection date with you under clause 4.2.3 and the connection is delayed because of something we have done or failed to do, we will contact you to offer you a new connection date and we will not charge you for the Service until that new connection date (which will also be the new Activation Date). If we delay

- your connection date by more than six weeks, you can contact us to end this Agreement and you will not be charged. Please note that where the connection is delayed because of something you have done or failed to do, we will still contact you to rearrange the connection date but the Activation Date under clause 4.2.3 will not change and you will still be charged from that Activation Date;
- 4.2.5 if you and we were party to a Pre-Order Agreement and we have notified you that we are coming to connect you, but you are party to an Existing Contract, you may delay the Activation Date by up to 24 months (the “**Grace Period**”). To do this, you must tell us about your Existing Contract within 14 days of us telling you we are coming to connect you, and you must provide us with proof of the expiry date of your Existing Contract, in which case your Activation Date will be calculated in accordance with clause 4.3.
- 4.3 In each case where you have placed an Early Order or you have requested to delay your Activation Date under clause 4.2.5:
- 4.3.1 if no installation of Equipment is required, the Activation Date will be the date on which your Existing Contract or the Grace Period (as applicable) ends but we may still decide to make the Service available to you, free of charge (subject to these Service Terms), before the Activation Date.;
- 4.3.2 where installation of Equipment at your Premises is required, we may arrange with you to install the Equipment just before your Existing Contract or the Grace Period ends, whichever is the sooner, in which case the Activation Date will be the date on which the Service is made available to you; or
- 4.3.3 where installation of Equipment at your Premises is required, we may arrange with you to install the Equipment as soon as the Service is available in your area or as soon as the cooling-off period has expired (where you placed an Early Order), but we may not provide you with access to it until your Existing Contract or the Grace Period ends, whichever is the sooner, in which case the Activation Date will be the date on which your Existing Contract or the Grace Period ends, whichever is the sooner; or
- 4.3.4 where installation of Equipment at your Premises is required, we may arrange with you to install the Equipment as soon as the Service is available in your area or as soon as the cooling-off period ends (where you placed Early Order), and we may decide to make the Service available to you, free of charge (subject to these Service Terms) before the Activation Date. If we do this, the Activation Date will still be the date on which your Existing Contract or Grace Period ends, whichever is the sooner.
- 4.4 Except where this Agreement ends or is suspended in accordance with its terms, we will provide the Service to you for the Minimum Service Period.
- 4.5 The Minimum Service Period will commence on the Activation Date as determined in accordance with clause 4.2 above.

- 4.6 We will use reasonable endeavours to provide an uninterrupted, fault-free Service to you at your selected speed, but make no guarantee in this regard as conditions beyond our control may prevent CBL from doing so.
- 4.7 You acknowledge that the speed of the Service may be slower depending on factors such as the speed and quality of your router and/or other related equipment you use, distance between your device and your router, thickness of walls and external interference.
- 4.8 With the intention of optimising our network performance, at all times of the day, and at our discretion, we reserve the right to manage internet applications across the Service. This may include, but is not limited to, prioritising data transfer through our network and reducing file sharing activities during times of high congestion.
- 4.9 In order to manage our network for the benefit of all of our customers we may take measures to restrict your use of the network if the amount of data downloaded by you in any calendar month is excessive (which we will determine, acting reasonably). In any event we will not take any such action if the amount is less than 3000GB of data.

5 Our rights to change the Services

- 5.1 We may modify, suspend, vary or discontinue the whole or any part of the Service (including, without limitation, any codes or access details or technical specifications associated with the Service) from time to time, to:
- 5.1.1 reflect changes in relevant laws or regulatory requirements; and / or
- 5.1.2 to make minor technical adjustments and improvements, for example to address a security threat.

These are changes that don't affect your use of the service and we will endeavour to give you as much notice as is reasonably practicable if we need to do so and we will publish details on our Website.

- 5.2 We may also make changes to the these Service Terms from time to time. We will give you at least 30 days' notice of any change to these Service Terms and offer you the right to end the Agreement if you are not happy with the changes we make, unless the proposed change is:
- 5.2.1 exclusively to your benefit; or
- 5.2.2 of a purely administrative nature and has no negative effect on you; or
- 5.2.3 is directly imposed by law.

If you choose not to end the Agreement then you do not have to do anything and the change will automatically take effect on the date we have told you it will take effect, when we contacted you to tell you about the change, under this clause 5.2.

- 5.3 If you decide to end this Agreement early under clause 5.2:
- 5.3.1 you can also cancel any Agreements which are part of a bundle with this Agreement;

- 5.3.2 the Agreement(s) will end the day before the relevant change(s) take(s) effect;
- 5.3.3 if for any reason it is not feasible for the Agreement(s) to end on the day before the relevant change(s) take(s) effect, it / they will end as soon as reasonably possible after that date;
- 5.3.4 you will not have to pay any Early Termination Charge; and
- 5.3.5 we will refund you for any Service you have paid for but not received at the date the Agreement ends.

To end the Agreement under clause 5.2, you can either contact our customer service team via email at service@countybroadband.co.uk , or you can ask any new provider of services the same as or similar to the Service to contact us on your behalf.

- 5.4 If you discover a fault with our Service, you must report it to us as soon as possible. You can do this by contacting our customer services team by telephone, email or in writing. Once we receive your report we will endeavour to resolve the issue as quickly and efficiently as possible (and, if relevant to you, in accordance with the applicable Service Level Agreement. You will find our customer service team's details at: <https://countybroadband.co.uk/contact-us/>.
- 5.5 You will not be charged for fault repairs if the fault was not caused or contributed to by anything you have done or failed to do. However, if our Engineer determines that the fault was caused or contributed to by you, we will charge you for the Engineer's visit and we may charge you for the costs of any damaged Equipment that we need to replace because of anything you have done or failed to do. We will let you know what any replacement costs will be before we carry out the replacement and if you choose not to accept that cost, we will not replace the damaged Equipment. If this happens before the end of the Minimum Service Period and you choose not to accept the cost and ask us to end the Agreement, you must still pay the Early Termination Charge.
- 5.6 We are not responsible for support to any equipment, software or cables that we did not supply to you.

6 Re-sale or onward supply of the Service

- 6.1 You agree not to:
 - 6.1.1 re-sell, or share access to the Service and / or the Equipment with any third-party without our prior written consent; and
 - 6.1.2 offer commercial services using the Service such as, but not limited to, the hosting of web services such as gaming servers, emails servers, voice servers or cloud based services, for which you receive either a direct, or indirect payment or other commercial benefit.

7 Promotions

- 7.1 If you are participating in one of our Promotions, please ensure you read and understand any additional terms and conditions that are set out in that specific Promotion. Where the terms of any Promotion contradict what is in these Service Terms, the terms of the Promotion will override these Service Terms to the minimum extent necessary to give effect to the terms of the Promotion.

8 Security

- 8.1 We take reasonable steps to ensure that the Service is secure but you accept and acknowledge that internet is inherently insecure, so we do not guarantee the security of the Service or the prevention or detection of any unauthorised attempts to access the Service or your computer. It is your responsibility to protect your computer, any other equipment you use and your data from viruses, adware, spyware, and malware by installing and updating adequate anti-virus and security software.
- 8.2 You must not misuse the Service by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

9 Charges

- 9.1 Except as otherwise explained in this Agreement, all Charges you must pay for the Services and installation of the Equipment during the Minimum Service Period will be as set out in the Contract Information and / or Contract Summary.
- 9.2 If this Agreement becomes a Rolling Contract under clause 13.3, the Charges you must pay under the Rolling Contract will be the Charges we tell you, you must pay under clause 13.1.
- 9.3 You must pay the Charges monthly or annually (as set out in the Contract Information and / or Contract Summary) in advance by direct debit unless otherwise agreed in writing by us.
- 9.4 If you pay annually and you tell us you would like to end the Agreement before the end of the Minimum Service Period where we are not at fault and you do not have the right to cancel the Agreement because the cooling-off period has expired or does not apply to you, you will be subject to the Early Termination Charge so we will not refund you the Charges you have paid in advance for Services you will not receive.
- 9.5 If you pay monthly and you tell us you would like to end the Agreement before the end of the Minimum Service Period where we are not at fault and you do not have the right to cancel the Agreement because the cooling-off period has expired or does not apply to you, you must still pay the monthly Charges until the end of the Minimum Service Period because you will be subject to the Early Termination Charge. Alternatively, we may offer you the option to pay the Early Termination Charge as one lump sum when you end the Agreement under this clause 9.5.
- 9.6 All Charges quoted on the Website, in our Promotions and in the Contract Information and / or Contract Summary are inclusive of VAT at the applicable rate unless otherwise stated. If the rate of VAT changes between the date of your Order, Early Order or Pre-Order and the date

we supply the Service, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

- 9.7 If we have told you in the Contract Information that we will increase the Charges you pay at certain times during this Agreement then this will happen automatically and we will let you know each time this happens.
- 9.8 If we increase our Charges in any way or at any time other than as explained in clause 9.6 or 9.7 above, that will count as a change to these Service Terms and clause 5.2 and clause 5.3 will apply, meaning you have the right to end this Agreement as set out in those clauses.
- 9.9 All invoices are downloadable from our customer portal. You must notify us as soon as possible of any change in your credit/debit card or bank account details. If this Agreement ends early for any reason, it is your responsibility to terminate any standing order with your bank.
- 9.10 If we're unable to collect any payment you owe us, we may charge interest on the overdue amount at the rate of [2]% a year above the [Bank of England] base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

10 Our Liability

- 10.1 You agree that, in view of their nature, your use of the Services is at your sole risk. Whilst we will endeavour to ensure that the Services are of a high quality, neither we nor any of our agents, contractors, licensees, employees or information providers involved in providing the Services, give any guarantee that the Services will be uninterrupted or free from error.
- 10.2 Where we choose to make a Service available to you free of charge under clause 4.3.1 or clause 4.3.4, that Services is provided on an "as is" basis without guarantee of any kind.
- 10.3 You acknowledge that the internet is separate from the Services and that use of the internet is at your own risk and subject to any applicable law. We have no responsibility for any goods, services, information, software, or other materials which you may access or obtain from a third party when using the internet.
- 10.4 You also acknowledge that we may exercise editorial control over the content of our servers from time to time, but that we do not have the resources to ensure, nor are we capable of checking, the full content of our servers at all times. Neither we, nor any of our agents, contractors, licensees, employees and information providers, involved in providing the Services, are able to control the content of the internet. You, therefore, agree that we shall not be held responsible for the publication or transmission of information of any kind, other than information which is created, uploaded and / or distributed by us. You specifically acknowledge that we have given no warranties as to the quality, content or accuracy of information received through, or as a result of the use of, the Services.
- 10.5 If our supply of the Service to you is delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay but if the delay is likely to be substantial, you can

contact our customer service team: <https://countybroadband.co.uk/contact-us/> or via phone at 01376562002 to end this Agreement and receive a refund for any Services you have paid for in advance, but not received. As long as we follow the steps set out in this clause 10.5, we will not be liable to you for losses you suffer caused by any such delay.

10.6 We will not be responsible for losses you suffer caused by us breaching our obligations in this Agreement where that loss is:

10.6.1 **unexpected:** it was not obvious that it would happen and nothing you said to us before we accepted your Order, Early Order or Pre-Order meant we should have expected it (so, in the law, the loss was unforeseeable).

10.6.2 **avoidable:** something you could have avoided by taking reasonable action. For example, damage to your own equipment, which was caused by connecting your equipment to our Equipment or the Service and which you could have avoided by following our advice to have the minimum system requirements advised by us, or by ensuring your equipment was compatible with our Equipment or the Service before attempting to connect it.

10.6.3 **if you are an Individual Consumer, a business loss:** for example, if the loss relates to your use of the Service for the purposes of your trade, business, craft or profession.

10.7 If you are a Business User or a Small Organisation, our aggregate liability to you of any sort (including liability in contract, tort (including negligence), breach of statutory duty or otherwise) under or in connection with this Agreement shall not exceed the amount of Charges paid by you to us in under this Agreement.

10.8 If you are a Business User or Small Organisation, we will not be liable to you under or in connection with this Agreement (whether arising in contract, tort, negligence, breach of statutory duty or otherwise) for any special, incidental, or consequential damages, or for any direct or indirect loss of profit, loss of opportunity, loss of use, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill or loss of revenue, even if advised of the possibility of such damages.

10.9 Nothing in this Agreement will limit our liability under Part I of the Consumer Protection Act 1987 or for death or personal injury caused by our negligence, or any other liability that cannot be limited or excluded by law.

11 Your Responsibilities

11.1 If you are a Business User or a Small Organisation, you agree that you will be responsible for and hold us and our agents, contractors, licensees, employees and information providers, involved in providing the Services and/or Equipment, harmless from and against any and all losses, claims, damages, costs, demands, expenses and other liabilities which we suffer as a result of any breach by you of the terms of this Agreement, and from and against any claim brought by a third party alleging that your use of the Services and/or the Equipment or anything you upload to the internet using the Services, has infringed any intellectual property or other

right of any kind of a third party, or any applicable legislation or regulation (whether international or domestic).

- 11.2 If you are a Business User or a Small Organisation, you agree to pay all costs, damages, awards, fees (including legal fees), judgements and other sums awarded against, or agreed to be paid by, us in relation to such claims referred to at clause 11.1 above. You further agree that you will, as soon as possible, notify us of, and forward to us all correspondence received by you in relation to, such claims.
- 11.3 If you are a Business User or a Small Organisation, you also agree that we shall have full authority to defend, compromise or settle such claims referred to at clause 11.1 above, and that you will, at your expense, provide us with all reasonable assistance necessary to defend such claims.
- 11.4 You agree that the configuration of your internal equipment and / or network remains your responsibility. Any interruption to the Services resulting from such configuration shall not be regarded as an interruption in or suspension of the provision by us of the Services.
- 11.5 You agree that, in accordance with clause 15.1, we may (acting reasonably) complete and submit application(s) for any grants, subsidies or vouchers that may be or become available to support the cost of connecting you to the Service. If we reasonably request, you agree to do any acts, complete any forms and / or sign any documents that are necessary to support such submission. If you fail to carry out the reasonable acts, fill out the form(s) and / or sign the document(s) that we reasonably request under this clause 11.5, we will charge you the excess cost for connection that the grant, subsidy or vouchers would otherwise have covered. The actual cost that will be charged to you in that situation is set out in the Contract Information and Contract Summary documentation.

12 What to do if there is a Problem

- 12.1 If you think there is something wrong with the Service (including any Equipment) we have installed at your Premises, you must contact our Customer Service Team: <https://countybroadband.co.uk/contact-us/> or via phone at 01376562002. The Consumer Rights Act 2015 says you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

13 Termination and End of Minimum Service Period

- 13.1 If you want to exercise any of your rights to end the Agreement under this clause 13, please contact our customer service team at <https://countybroadband.co.uk/contact-us/> or via phone at 01376562002.
- 13.2 We do not want you to be without internet. Therefore, two months before the end of the Minimum Service Period, we will contact you to let you know:
- 13.2.1 that the Minimum Service Period is coming to an end and the date on which it will end and the Charges you are currently paying;

- 13.2.2 whether you have the option to renew this Agreement for a new minimum service period, and we will give you the option to consent to this;
- 13.2.3 about the best tariff offers we have at that time;
- 13.2.4 what tariff you will pay if you allow this Agreement to become a Rolling Contract as explained in clause 13.3 below, whether that tariff is different to the expected tariff we set out in the Contract Information, and whether the Service(s) will change at all when that happens;
- 13.2.5 if no Rolling Contract option is available, the date when we will disconnect you from the Service;
- 13.2.6 if you chose to end this Agreement at the end of the Minimum Service Period, which Service(s) will end; and
- 13.2.7 if we have any other contracts in place with you for the provision of any other services, what those contracts are, the services they cover, whether they are part of a bundle with this Agreement, and the date when they will end.

You can contact us any time after we contact you under this clause 13.2, up to the day the Minimum Service Period ends, to let us know that you would like to end this Agreement at the end of the Minimum Service Period. You can also ask your new provider to contact us on your behalf to let us know you would like to end this Agreement under this clause 13.2. If you would like to renew the Agreement for a new minimum service period, you can respond to us in the ways we will describe in our notice to you.

- 13.3 If you do not contact us under clause 13.1 above to end the Agreement, we will not disconnect you from the Service (unless we contact you to tell you we are going to do so under clause 13.2.5) but this Agreement will roll over and will not end unless you give us the Minimum Contract Notice period that you want it to end. We call this arrangement a “**Rolling Contract**”. If this Agreement becomes a Rolling Contract, we will update you at least once a year with our best tariff offers for this Agreement and any Agreement which is in a bundle with this Agreement.
- 13.4 You can end the Agreement in the following circumstances, even if the Minimum Service Period has not yet ended:
 - 13.4.1 you have rights to end this Agreement in certain circumstances if we suspend or change the Services or these Service Terms, or if the Services are delayed. Please see clause 2.8.1 (suspension of Service), clause 5.2 (changes), clause 9.8 (increased Charges) and clause 10.5 (delay outside our control) for more information. You can also ask your new provider to contact us on your behalf to end this Agreement in any of the events under this clause 13.4.1;
 - 13.4.2 if you are an Individual Consumer, you have a 14 day cooling-off period within which you can cancel this Agreement (unless you were party to a Pre-Order Agreement). Further information on your cancellation rights can be found at the end of this Agreement;

- 13.4.3 if we inform you that there will be additional installation charges and you do not accept them, under clause 3.10;
- 13.4.4 if we delay installation of Equipment by more than 12 weeks under clause 4.2.2; or
- 13.4.5 if we delay your connection date by more than 12 weeks under clause 4.2.4.
- 13.5 You may not end this Agreement if the delay, suspension or interruption of the Services is as a result of anything you have done or have failed to do (for example, not looking after our Equipment or not making sure you use compatible devices).
- 13.6 We can end this Agreement in the following circumstances:
- 13.6.1 you don't make payment to us when it's due and you still don't make payment within 28 days of our reminding you that payment is due;
- 13.6.2 you don't, within a reasonable time of us asking for it, provide us with information or cooperation that we need to provide the Service;
- 13.6.3 you don't, within a reasonable time and on reasonable notice, allow us access to your Premises to install, inspect, maintain, fix or replace any Equipment;
- 13.6.4 if we are going to stop providing the Service for any reason, by giving you at least 30 days' notice and complying with the terms of clause 2.8.2;
- 13.6.5 if you do not obtain the permissions and consents necessary, under clause 3.12;
- 13.6.6 where we reasonably believe that you are using the Services in breach of the Agreement;
- 13.6.7 for any other serious breach of this Agreement by you (in law, this is called a material breach);
- 13.6.8 where you are a Business User or a Small Organisation: where you are or go into liquidation or are deemed unable to pay your debts in accordance with section 123 of the Insolvency Act 1986 (and, being a company or a limited liability partnership, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of that Act) or (being a partnership) have any partner to which the foregoing applies; or
- 13.6.9 where you are an Individual Consumer: where you take or have taken against you any step or action towards your entering bankruptcy or you make or suffer to be made a proposal for a voluntary arrangement under the Insolvency Act 1986.
- In each case, we will give you a reasonable amount of notice in writing that we are ending the Agreement. Depending on the circumstances, that might mean that we end the Agreement immediately when we give you the notice.
- 13.7 If we end the Agreement under clause 13.6 during the Minimum Service Period, you will still be required to pay the Early Termination Charge unless we otherwise agree with you in writing for any reason to waive the Early Termination Charge,

- 13.8 If you are an Individual Consumer and you are moving home before the end of the Minimum Service Period must notify us in writing to service@countybroadband.co.uk that you no longer live (or will no longer live) at such Premises and supply evidence to demonstrate this and, if you no longer have the right to cancel under the cooling-off period, you will not need to pay the Early Termination Charge in the following situations:
- 13.8.1 if you are moving to a new premises which is within the County Broadband network area, you may choose to make a new Order for the Broadband Service that you initially requested for your new home. Please write to us at service@countybroadband.co.uk if you wish to make a new Order at your new home. If we accept your new Order for your new home then a new Agreement will come into place between you and us for the service under that new Order and you will not have to pay any Early Termination Charge under this Agreement, provided you do not cancel that new agreement during the cooling-off period. If you do cancel that new agreement during the cooling-off period, you will be required to pay the Early Termination Charge under this Agreement; or
- 13.8.2 if you are moving to a new house which is outside of the County Broadband network area, you will not need to pay the Early Termination Charge if you can provide us with reasonable proof of your new home address. Please contact us at service@countybroadband.co.uk.

14 Assignment

- 14.1 You can only transfer the Agreement to someone else if we agree to this.
- 14.2 We can transfer the Agreement, so that a different organisation is responsible for carrying out our obligations under it. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract.

15 Personal Data

- 15.1 We will comply with applicable data protection legislation in relation to the handling of your personal data, including the UK GDPR and the Data Protection Act 2018. For more information about how CBL handles your personal data, please refer to our Privacy Policy <https://countybroadband.co.uk/terms/privacy-policy/>.
- 15.2 Additionally, we may disclose your identity to any third party who is claiming that any content posted or uploaded by you to our network constitutes a violation of their intellectual property rights, or of their right to privacy.

16 Notices

- 16.1 You agree to keep the contact details which you have provided to us up to date.

16.2 If you need to contact us for any reason, please contact our customer service team <https://countybroadband.co.uk/contact-us/> or via phone at 01376562002/. If we need to contact you, we will write to you by post or recorded delivery to the postal address or by email to the email address you gave us on your Order Form, your Early Order Form, your Pre-Order Form or which you have told us about by updating us under clause 16.1

17 General

17.1 Even if we delay in enforcing this Agreement, we can still enforce it later. We might not immediately chase you for not doing something or for doing something you're not allowed to, but that doesn't mean we can't do it later.

17.2 Nobody else has any rights under this Agreement. This Agreement is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

17.3 The Agreement shall be governed by English law.

17.4 You have several options for resolving disputes with us:

17.4.1 **Our complaints policy.** Our Customer Service Team: <https://countybroadband.co.uk/contact-us/> or via phone at 01376562002 will do their best to resolve any problems you have with us or our services as per our Complaints policy: <https://countybroadband.co.uk/terms/code-of-practice/#Making-a-complaint> [

17.4.2 **Resolving disputes without going to court.** Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to the Communications Ombudsman through their website at <https://www.ombudsman-services.org/sectors/communications>. The Communications Ombudsman does not charge you for making a complaint and you're not satisfied with the outcome you can still go to court.

17.4.3 If you are an Individual Consumer then wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

17.4.4 If you are a Small Organisation or a Business User, you and we irrevocably agree that the courts of England 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).

YOUR CANCELLATION RIGHTS

If you are an Individual Consumer and you ordered the Service from us by placing an Order or an Early Order either over the internet, by telephone or by any other distance selling method you may cancel (end) this Agreement in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“the Distance Selling Regulations”).

To exercise the right to cancel, you must inform us of your decision to cancel this Agreement by a clear statement (e.g. a letter sent by post or e-mail) to our customer service team <https://countybroadband.co.uk/contact-us/> or via phone at 01376562002. You may use the model cancellation form provided below, but it is not obligatory. You must let us know about your decision to cancel this Agreement before the cooling-off period has expired.

The cooling-off period will expire 14 days after the Effective Date.

If you book an installation for Equipment during the cooling-off period then this means you are asking us to start providing services during the cooling-off period. If you cancel the Agreement before installation and any Equipment has already been delivered to you prior to installation, we might charge you for the costs we incurred in sending that Equipment to you, and we might require you to send that Equipment back to us at your own cost.

If you cancel the Agreement during the cooling-off period, we will reimburse to you all payments received from you, unless you have asked us to start providing any Service during that cooling-off period in which case:

- (a). we may charge you for any services we have provided up until the date you cancelled the Agreement. For example, if we have completed the installation of Equipment during that time, we might charge you the full installation Charge when you cancel;
- (b). if you cancel the Agreement before installation of Equipment and any Equipment has already been delivered to you prior to that installation:
 - (i). we might charge you for the costs we incurred in sending that Equipment to you;
 - (ii). we might require you to send the Equipment back to us at your own cost; and
 - (iii). we may make a deduction from the reimbursement for loss in value of any Equipment supplied, if the loss is the result of unnecessary handling by you.

If you cancel the Agreement during the cooling-off period, we will make the reimbursement owed to you without undue delay, and not later than 14 days after the day we receive any Equipment back from you (if applicable), or (if earlier) 14 days after the day you provide evidence that you have returned the Equipment to us (if applicable) or otherwise, 14 days after the day on which we are informed about your decision to cancel this Agreement.

We will make the reimbursement owed to you 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.

.....
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MODEL CANCELLATION FORM

(Complete and return this form only if you wish to end the Agreement within the 14 day “cooling-off” period)

To County Broadband Limited

CBL Service Terms

Reference: **F-SAL-LE002**

Issue: 7 Date: Sep-23

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I/We [*] hereby give notice that I/We [*] cancel my/Our [*] Agreement as follows:

For the supply of the following service,

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

Name of Customer(s), _____

Address of Customer(s), _____

Signature of Customer(s) (if this form is submitted on paper),

Date _____