

## Free Connection and free service terms

These Terms are valid for orders placed on or after **1<sup>st</sup> January 2018** and were last updated **27<sup>th</sup> March 2023** and supersede all previous terms for this promotion published on Our Website

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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, Early Pre-Order or Early Order Form for fibre broadband services, as they will take effect from the date on which we accept your Pre-Order, Early Pre-Order or Early Order Form.
2. We are offering this Promotion to encourage you to sign a Pre-Order, Early Pre-Order or Early Order for our service before we have finished building the network in your area and once the network is built, but you are in an existing contract.
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 24 months (dependant on County Broadband Ltd discretion) 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, Early Pre-Order or Early Order with us and it must be this same contract that has not yet ended when we offer to connect you to our network.

## INFORMATION ABOUT US AND OUR CONTRACT WITH YOU

We means County Broadband Limited (a company registered in England & Wales at Old Bourchiers 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 or Service 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/terms](http://www.countybroadband.co.uk/terms)

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

This Agreement is valid for orders placed on or after **1<sup>st</sup> January 2018** and was last updated **27<sup>th</sup> March 2023** and supersedes all previous terms published on Our Website.

THIS AGREEMENT is made on the date of Our Pre-Order, Early Pre-Order or Early Order order confirmation.

### Parties

(1) County Broadband Limited. Company Registration no. 04666043 of Old Bourchiers 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

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

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

“**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.

“**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 24 months (dependant on County Broadband Ltd discretion) left before it ends.

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

**“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 24 months (dependent on County Broadband Ltd discretion) from the date of the Pre-Order, Early Order or Early Pre-Order. For the sake of clarity, this does not include a broadband service provided over a mobile phone network.

**“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 24 months (dependent upon County Broadband Ltd discretion) 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, Early Pre-Order or Early 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 up to 24 months (dependent upon County Broadband Ltd discretion) from when service commences with Us, whichever is the sooner, after which time a 12 month or 24 month contract starts with County Broadband for its fibre broadband services at the agreed rate.

**“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-Build Order Agreement with you.

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

**“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.

**“Wholesale Medium”** means in situations where County Broadband Ltd is a tenant on the full fibre network of another network or service provider and is using that network to provide County Broadband Ltd services to County Broadband Ltd customers.

## 2. Promotion Terms

- 2.1. CBL will offer a Free Connection to Customers who place a Pre-Order, Early Order or Early 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, Early Pre-Order and Early Order agreements please visit [www.countybroadband.co.uk/legal](http://www.countybroadband.co.uk/legal) to read our Pre-Order terms and conditions and our Service terms and conditions.
- 2.2. Customers can only take advantage of this Promotion by placing a Pre-order, Early Pre-Order, or Early-Order.

- 2.3. To take advantage of the Free Service offer, Customers who have placed a Pre-Order, Early Pre-Order or Early Order\* must, in line with any reasonable request made by CBL, provide evidence of their existing contract with the remaining time left on their Existing Contract prior to connection to the County Broadband Ltd network.
- 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/terms](http://www.countybroadband.co.uk/terms)
- 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).

\* Free service period offer does not apply to areas that County Broadband Ltd provides You with the Broadband services using a wholesale medium. Customers can enquire with County Broadband Ltd care team to ascertain if their connection would be excluded from the free service period element of the promotion.