

## County Broadband Ltd Goods Terms and Conditions

These are the terms which will apply if you have purchased goods (and or any associated supporting 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 Burchiers 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".

### Parties

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

(2) the customer(s) named in our confirmation email ('the Customer').

In this Agreement, unless the contrary intention appears:

- a) 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);
- b) if a court or other authority decides that some of the terms of this Agreement are unlawful, the rest will continue to apply;
- c) the words 'include' and 'including' shall be deemed to be followed by the words 'without limitation';
- d) where either you or we must give approval, consent or permission, that approval, consent or permission must not be unreasonably withheld.

## 1. Definitions

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

**"Additional Service"** means a monitored and maintained service purchased through, and operated by us.

**"Associated supporting services"** means the County Broadband Ltd Wi-Fi application "My CB Wifi". This application can be used to support your management and usage of your Wi-Fi network.

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

**"Consumer"** means an **"Individual Consumer"** which means an individual acting for purposes which are wholly or mainly outside that individual's trade, craft or profession.

**"cooling-off period"** means the cancellation period which will expire 14 days after the purchase date.

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

**"Goods"** means physical equipment purchased by you from us, including (but not only) for example, router(s), Mesh WiFi access point(s), switch(es), cable(s).

**"One-Off Purchase"** means the purchase of the goods in full at the time of your order.

**"Order"** means the transaction you completed to purchase the goods either on our website, with one of our telesales agents or field sales agents.

**“Our Address”** means the address of our registered offices, ‘County Broadband Ltd, Old Bouchiers Hall, New Road, Aldham, Essex, CO6 3QU

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

**“Purchase date”** means the date on which the goods and or services were purchased by you from us.

**“Securely Packaged”** means the returned goods should be adequately packaged in a manner similar to that of how the goods were delivered.

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

## 2. Changes to these Terms and Conditions and Price

Occasionally we may need to change the terms or price of this contract. The following reasons will allow us to change the price or terms of this contract:

- a) The cost to us of running our business increases;
- b) A change in law, regulation or regulatory guidance that applies to us or our business;
- c) We wish to introduce new goods and charges for those goods;
- d) We wish to make modifications to the terms and conditions in a way that would not cause you any material disadvantage;
- e) We need to add to, or change the way that we provide goods to you;
- f) We wish to make these terms and conditions easier to understand.

Any changes that we make to these terms will apply to any orders that are made after an updated version of these terms is published on our website. We have taken the time to ensure that these terms and any data or information on our website don’t contradict each other, however in the avoidance of doubt, if there are any inconsistencies or contradictions these terms and conditions shall apply instead of the inconsistencies or contradictions.

## 3. How and When the Contract Is Created

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 Service Terms.

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.

We reserve the right to cancel your order if we cannot supply the goods for any reason. If we cancel your order, we will provide a refund of payment made for the goods cancelled.

## 4. Price and Description of Goods and Services

We reserve the right to increase the prices of the goods offered on our website.

Whilst we will endeavour to ensure that the price of goods on the website is accurate, the price of the goods will also be shown in your cart and checkout session. This is the price that you will be required to pay. In the unlikely situation that the cost of good(s) in the cart and checkout session is incorrect, we are not obligated to sell you the good(s).

## Goods Terms and Conditions

If after the purchase, but before delivery of goods we notice an error in the pricing of the goods, we will give you the option to reconfirm your purchase at the new cost. If you do not wish to proceed in this scenario, your order will be cancelled and costs refunded to you by us.

We may make software available to you that enables you to use the goods you have purchased. 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 not attempt to circumvent any security measures inherent in the Software.

Any images of goods on our website are for illustrative purposes and may differ marginally from the actual goods.

Delivery costs as displayed in the cart and checkout session must also be paid to ensure delivery of purchased goods.

### 5. Delivery

We will deliver (or attempt to deliver) the goods that you have purchased to the address that you listed during your order. When we have accepted your order, we will endeavour to deliver your goods within the timeframe for the delivery option you selected. In some cases as mentioned in section 12 of these terms, we may not be able to meet the delivery timeframe. If however the delay is not due to reasons beyond our control, you will be entitled to apply for a refund on your delivery costs.

If we are unable to deliver the goods to you after three attempts, the goods will be returned to us and we will cancel your order. If we cancel your order, we will provide a refund of payment made for the goods cancelled.

### 6. Installation

If equipment installation has been purchased, to enable you to use the goods or service, we will contact you to confirm the date and time of your appointment

The Charges for any installation will be as set out in the Contract Information and / or Contract Summary. If deviation from the costs agreed, they will be presented to you before installation work commences.

If you do not agree with the additional charges:

- a) You are able to stop the commencement of the equipment installation and opt to self-install the equipment at your own risk or;
- b) If you are within your 14-day cooling off window you are able to request a refund of the equipment that you purchased from Us and you will be required to return the items.

### 7. Cancellation Rights

As a consumer, you have the right to change your mind about your purchase and request to cancel it, within the first 14 days. This is called the 14-day cooling off period.

In practical terms, this means that if we provide you with the goods that you order, you will have 14 days from the day after you receive the good(s) to cancel and receive a full refund without penalty.

If any installation or engineering charges have been paid by you as part of the setup of the good(s) purchased, you will not receive a refund of those costs if you instructed the action for those charges within your 14-day cooling off period.

If you do wish to cancel your order after you have received the good(s), you must:

- a) stop using the goods; and

- b) return the goods to us at your own expense; and
- c) take reasonable care of the goods until you return them to us.

## 8. Goods Ownership

If you are ordering the goods as a “one-off” purchase, the ownership of the goods transfers to you upon successful delivery to you of the goods.

If relevant to your order and you are ordering the goods as part of a paid for “additional service” we will maintain ownership until such time as the contract ends and you comply with any contractual requirements outlined in the “Add-on Service Terms and Conditions” that you will be presented with. Upon meeting the contractual requirements in the add-on service terms and conditions, ownership of the goods will transfer to you.

## 9. Faulty Goods Return

We understand that sometimes goods may have issues with their functionality, and or they may cease to work. If you find that your goods purchased from us are not performing as they should, we expect you to contact our technical support team who will work with you to resolve the issues.

In the event that the technical support team are unable to resolve the issues with the good(s) and deem that they may be faulty, we would instruct that you return the goods to us and we will issue you with a replacement good(s).

The goods will be inspected and if found not to be faulty, you will be liable for the cost of those goods. In this situation, you would have the following options:

- a) pay for the replacement goods provided or;
- b) return the replacement goods provided (adequately packaged as per section 1).

## 10. General Goods Return

When you return goods to us for any reason (for example because you have cancelled the contract):

- a) you must ensure that they are securely packaged and labelled with our address as defined in section 1 and;
- b) you will be responsible for any damage in transit that is due to inadequate packaging by you and you will be liable for the cost of those goods. Costs will be recouped via bank transfer.

## 11. Liability

We will not be liable to you for damage or loss:

- a) Where there is no breach of a legal duty to you by us or by our employees; or
- b) Where the damage or loss is not something we could reasonably foresee when we accepted your order; or
- c) When ownership of the goods has transferred to you, unless the goods are faulty; or
- d) When any damage or loss is a result of a breach in any of these terms by you; and
- e) We can not guarantee that the goods we provide to you will never be faulty.

There is a maximum liability to you under this contract and it shall be no more than twice the value of the goods you purchased from us.

These terms and conditions do not affect your statutory rights which relate to goods which are faulty and or described incorrectly.

## 12. Force Majeure

We will not be liable, nor will we accept responsibility for any failure to perform, or delay in performing, any of our obligations under the contract if the failure or delay is caused by circumstances beyond our reasonable control.

## 13. Complaints and Disputes

We recognise that on occasion you may need to contact Us regarding a problem you've had or are having with the goods or services we have provided to you. A copy of our Customer complaints code **PRO-CBL-QS007-2 - Complaints Handling Code/Procedure** (here) and this outlines the steps that you should take should you need to submit a complaint or dispute.

Alternatively, we can send you a copy of the complaints code, if you request for us to do so.

Of course, we will work to address any complaints and do our best to come to work through to a solution, however, should you not find the solution satisfactory you will be able to contact the an independent dispute resolution service who may allow you to submit your dispute to them, to receive an intendant view.

Details of how to contact an independent dispute resolution service can be found in the complains code.

## 14. Your data

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/>.

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.

We reserve the right to change our privacy policy and will inform you if we do so.

## 15. Warranty Period

The goods you purchase from us are covered by the standard manufacturers warranty. This means that if your goods are found to be faulty within the 12-months of your purchase of them, you will receive a replacement product or its nearest equivalent.

If no product is available for replacement, you will be refunded the original cost of your goods.

## 16. The Law

These terms and conditions and associated contract are subject to English law.