

## County Broadband Ltd Additional Services 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 Bourchiers 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 Bourchiers 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.

## Additional Services Terms and Conditions

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

“**Internal Network**” means the existing network (including devices, connections, routing, firewalls etc) within the premises at which you receive your broadband service.

“**Loan equipment**” 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 Bourchiers 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.

## Additional Services Terms and Conditions

---

### 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 Additional Services 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 Terms.

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

### 4. Price and Description of Goods and Services

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

Whilst we will endeavour to ensure that the price of goods and services on the website is accurate, the price of the goods or services 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 additional service(s) in the cart and checkout session is incorrect, we are not obligated to sell you additional service(s).

If after the purchase, but before implementation of additional service(s), we notice an error in the pricing of the additional service(s), we will give you the option to reconfirm your additional service 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 additional service(s) you have subscribed to. 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 additional service(s) on our website are for illustrative purposes and may differ marginally from the actual service(s).

Delivery costs as displayed in the cart and checkout session must also be paid to ensure delivery of equipment loaned to You by Us to allow you to use the additional service(s) You have signed up to.

Any Wi-Fi distributed by any equipment loaned to You by Us to provide the additional service(s) You have signed up to is provided on an "as is" and "as available" basis without any warranties or guarantees of any kind.

### 5. Delivery

We will deliver (or attempt to deliver) the equipment that is loaned to You by Us to facilitate the additional service(s) that you have signed up to, to the address that you

## Additional Services Terms and Conditions

listed during your order. When we have accepted your order, we will endeavour to deliver the equipment 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 to you the equipment on loan to you, after three attempts, the equipment will be returned to us and we will cancel your order for the additional service(s). If we cancel your order, we will provide a refund of payment made for the service(s) cancelled.

### 6. Installation

If equipment installation has been purchased as part of your additional service(s) order, to enable you to use the equipment 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 additional service(s) that you purchased from Us and you will be required to return the equipment that is on loan to You.

### 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 loan equipment to facilitate the use of additional service(s) that you order, you will have 14 days from the day after you receive the equipment 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 loan equipment, 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 for the additional service(s) after you have received the equipment, you must:

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

If You do not return the loan equipment to Us, we reserve the right to charge you the full recommended retail cost of the loan equipment.

## **8. Equipment Ownership**

If relevant to your order and you will receive the equipment on loan as part of a paid for “additional service” we will maintain ownership including such time after the contract ends, at which point You are required to return the on loan equipment to Us as outlined in section 10 of this agreement.

If you choose to continue Your additional service on a rolling monthly basis, or enter into a new additional service agreement with Us, you will continue to be in possession of the loan equipment.

## **9. Faulty Equipment Return**

We understand that sometimes the loan equipment may have issues with functionality, and or it may cease to work. If you find that the loan equipment provided by Us for Your use under Your additional services agreement 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 loan equipment and deem that it may be faulty, we would instruct that you return the equipment to us and we will issue you with like for like replacement equipment.

In the event that the technical support team deem the issues You are experiencing with Your additional service agreement are due to elements of your internal network, we will not be able to accept the return of the loan equipment or cancellation of the additional services subscription which the loan equipment has been provided for.

## **10. General Goods Return**

When you return loan equipment to us for any reason (for example because you have cancelled the additional services agreement):

- a) you must ensure that the loan equipment is 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 recommended retail price of the loan equipment. 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) If ownership of the loan equipment has transferred to you, unless the loan equipment is faulty; or

## Additional Services Terms and Conditions

- d) When any damage or loss is a result of a breach in any of these terms by you; or
- e) We cannot guarantee that the loan equipment we provide to you will never be faulty; and
- f) We cannot guarantee the Wi-Fi performance or coverage transmitted by the loan equipment provided to You by Us.

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 and service 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** 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 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 loan equipment We provide to You for the duration of your additional services contract is covered by warranty for the duration of your additional services contract. This means that if the loan equipment is found to be faulty during your additional services contract, you will receive a replacement product or its nearest equivalent.

If no product is available for replacement, to allow you to continue using your additional services contract, we will allow the termination of your additional services contract.

**16. The Law**

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