

## Summary of Pre-Order Terms in “Plain English”

The following is a summary of Our Pre-Order Terms. This summary is for guidance purposes only and is not intended to be legally binding.

1. Please read these Pre-Order Terms before you complete a Pre-Order Form for fibre broadband services to your premises, as they will take effect from the date on which we accept your Pre-Order Form. The date when we accept your Pre-Order Form is therefore the date our conditional Agreement with you comes into effect (and you and we will both be bound by it). We call this the **Effective Date**.
2. Whether a **Subscription Agreement** comes into effect between us and you is governed by this conditional Agreement and is conditional on CBL:
  - a. meeting the Condition Precedent. This is the date we expect to start to build a fibre broadband network in your area and will be within 12 months of the Effective Date. We will let you know if we have met the Condition Precedent or not.
  - b. confirming to you, by a specific date known as the Long Stop Date, that we have completed the building Works and we are coming to connect you. The Long Stop Date is 12 months from the date we inform you we have met the Condition Precedent.
3. During the period from the Effective Date until the Long Stop Date, known as the **Exclusivity Period**, you agree not to enter into a similar conditional agreement for a fibre to the Premises service or a new contract for a Fibre to the Home Service with a third party provider.
4. The terms of this conditional Agreement will apply slightly differently to you if you have signed up before the Sales Start Date (clause 4), or after the Condition Precedent has already been met (clause 3.2). We will let you know if you fall into either of these categories and you should consult clause 3.2 and clause 4 for more information.
5. This conditional Agreement will come to an end on the date we let you know that we have completed the Works and we are coming to connect you. At that point, a **Subscription Agreement** will come into effect between you and us. We must let you know if we are coming to connect you, on or before the Long Stop Date.
6. You should ensure you have read and agree to the terms of the **Subscription Agreement** that we have made available to you, before you enter into this conditional Agreement. This is because the **Subscription Agreement** will automatically come into effect, and you will be bound by it, in the situations described in this conditional Agreement.
7. You will not be obliged to pay for the Service until the Subscription Agreement has come into effect. The terms of the Subscription Agreement set out when you must pay and how you must pay.

## INFORMATION ABOUT US AND OUR CONTRACT WITH YOU

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

**How we will accept your pre-order.** Our acceptance of your Pre-Order will take place when we confirm in writing to you that we have accepted your Pre-Order Form, at which point a conditional agreement will come into existence between you and us incorporating these Pre-Order Terms.

This conditional Agreement applies to all 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 this document.

This conditional Agreement is valid for Pre-Orders placed on or after 12<sup>th</sup> 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 Bourchiers Hall, New Road, Aldham, Essex, CO6 3QU ("**CBL**", "**we**" "**us**" or "**our**"); and

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

It is hereby agreed as follows:

#### **1. Definitions & Interpretation:**

In this Agreement, the following words and phrases shall have the following meanings and the following rules of interpretation shall apply:

##### 1.1. Definitions:

**"Agreement"** means the conditional agreement between you and CBL which incorporates your Pre-Order Form and these Pre-Order Terms.

**"Build Area"** means the village or a section of a village or villages in which CBL intends to carry out Works to build a full fibre network.

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

**"Completion Date"** means the date of completion of the Works.

**"Condition Precedent"** means the date we start to build a network in the Build Area where your Premises is situated.

**"Contract Information"** means the contract information document relating to the Service which we provided to you before you entered into this Agreement.

**“Contract Summary”** means the contract summary document relating to the Service which we provided to you, and you consented to, before you entered into this Agreement.

**“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). 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).

**“Customer” or “you”** means the legal person(s) signing this Agreement who is 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 more.

**“Effective Date”** means the date when we confirm in writing to you that we have accepted your Pre-Order Form.

**“Event of Insolvency”** means:

- (a). in the case of CBL, Business Users and Small Businesses, going into liquidation or being deemed unable to pay its 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) has any partner to which the foregoing applies; and
- (b). in the case of an Individual Consumer, taking or having taken against you any step or action towards your entering bankruptcy or makes or suffers to be made a proposal for a voluntary arrangement under the Insolvency Act 1986.

**“Existing Contract”** means a contract: between the Customer and another provider whereby such provider supplies the Customer with an internet connection to the Premises and which is due to expire up to 24 months from the date a Subscription Agreement takes effect. For the sake of clarity, this does not include an internet service provided over a mobile phone network.

**“Exclusivity Period”** means the period from the Effective Date until the Longstop Date.

**“Long Stop Date”** means the date 12 months from the date when we inform you whether we have met the Condition Precedent or not.

**“Premises”** means the premises at which you have asked us to provide fibre services, as set out in your Pre-Order Form.

**“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.

**“Pre-Order Form”** means the form you filled out on our Website to request us to provide fibre services in your area.

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

**“Service”** means the fibre services and, if applicable, the voice outbound call service referred to in the Service Contract Information and Service Contract Summary, which are to be made available to the Customer by CBL, subject to clause 3.3.

**“Services Contract Information”** means the contract information document relating to the Service which we provided to you before you entered into this Conditional Agreement.

**“Services Contract Summary”** means the contract summary document relating to the Service which we provided to you, and you consented to, before you entered into this Conditional Agreement.

**“Service Terms”** means CBL’s terms for providing fibre or wireless broadband services, a copy of which was available to you to download when you submitted your Pre-Order, is available for you to view and / or download on our Website or can be sent to you by us in the post on request.

**“Service Level Agreement”** if applicable to you and your Subscription Agreement, means the agreement which sets out the standards CBL will meet in the provision of the Service.

**“Subscription Agreement”** means the agreement between us and you for the Service (or other services as agreed between you and us under clause 3.7.2) and will be comprised of and incorporate the Service Terms or Telephone Terms (as applicable in each case), the Services Contract Summary, the Services Contract Information, any applicable Service Level Agreement, the Website Policies and terms relating to any Promotions.

**“Telephone Terms”** means the standard terms on which CBL provides voice outbound call telephone services, a copy of which was available to you to download when you submitted your Pre-Order, is available for you to view and / or download on our Website or can be sent to you by us in the post on request,

**“Website”** means our website at [www.countybroadband.co.uk](http://www.countybroadband.co.uk).

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

“**Works**” includes (but is not limited to) production of detailed designs, on-site surveys, route and duct proving, sub-ducting, duct clearing and any physical works associated with the delivery and intended for the purpose of delivering a full fibre network into a Build Area.

“**Working Day**” means a day falling on or between Monday and Friday upon which clearing banks in the City of London are open for normal business and excludes bank holidays.

In this Agreement, unless the contrary intention appears:

- 1.2. 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);
- 1.3. If a court or other authority decides that some of the terms of this Agreement are unlawful, the rest will continue to apply;
- 1.4. the words ‘include’ and ‘including’ shall be deemed to be followed by the words ‘without limitation’;
- 1.5. where either you or we must give approval, consent or permission, that approval, consent or permission must not be unreasonably withheld.

## **2. Eligibility to enter into this Agreement**

You may enter into this Agreement even if you are in an Existing Contract. This is because we can offer to activate the Service after your Existing Contract has expired or at a different time, depending on the Promotion that we are offering at the time. Please refer to our Service Terms for more information.

## **3. Subscription Agreement**

- 3.1. You agree that during the Exclusivity Period, you will not enter into a similar conditional Agreement for a Fibre to the Premises service or a Fibre to the Home Service with a third party provider.
- 3.2. We will accept Pre-Orders at any time before the Service is available in your area. Therefore, you might place a Pre-Order, and this Agreement might come into effect, after we have already met the Condition Precedent. If that is the case, we will let you know and, within this clause 3, only clauses 3.3.2, 3.4, 3.5.2, 3.6 and 3.7 will apply to you.
- 3.3. Whether a Subscription Agreement comes into effect between us and you is conditional upon us:
  - 3.3.1. satisfying the Condition Precedent. This is because we expect to have started to build a fibre broadband network in your village within this time. We will let you know promptly whether we have met the Condition Precedent or not.. We must meet the Condition Precedent within 12 months of the Effective Date; and
  - 3.3.2. confirming to you, by the Long Stop Date, that we have completed the Works and we are coming to connect you.
- 3.4. If we have both met the Condition Precedent and told you we are coming to connect you on or before the Long Stop Date (in accordance with clause 3.3 above):

- 3.4.1. this Agreement will come to an end at 23:59 on the Long Stop Date; and
- 3.4.2. a Subscription Agreement will come into effect between you and us at 00:00 on the day after the Long Stop Date.
- 3.5. If we:
- 3.5.1. have not met the Condition Precedent by the date 12 months from the Effective Date: we will promptly write to you to let you know that we have not met the Condition Precedent and we will let you know what our new estimated timelines are, and propose a new deadline for us to have started the build (the “**Revised Condition Precedent**”). You can then:
- 3.5.1.1. respond to us within 21 days to tell us you want to end this conditional Agreement, in which case the conditional Agreement will end on the day we received your response; or
- 3.5.1.2. accept the Revised Condition Precedent. You do not need to do anything if you choose this option.; or
- 3.5.2. have met the Condition Precedent but write to you to let you know that we have not completed or will not complete the Works on or before the Long Stop Date, we will let you know when we expect to have finished the Works (the “**Revised Long Stop Date**”). You can then:
- 3.5.2.1. respond to us within 21 days to tell us you want to end this conditional Agreement, in which case the conditional Agreement will end on the day we received your response; or
- 3.5.2.2. accept the Revised Long Stop Date. You do not need to do anything if you choose this option.
- 3.6. If you accept either a Revised Condition Precedent or a Revised Long Stop Date then this clause 3 will apply to those revised dates as though a reference to that Revised Condition Precedent or that Revised Long Stop Date is a reference to the original Condition Precedent or the original Long Stop Date, respectively.
- 3.7. You acknowledge that, even if the Condition Precedent is satisfied, CBL may still (i) decide to not to carry out (or complete) the Works in the Build Area or (ii) determine that it is unable to connect the Premises to the Services. In these instances, CBL will, by the Long Stop Date, either:
- 3.7.1. notify you of our decision and bring this Agreement to an end; or
- 3.7.2. offer you a wireless service instead. If you accept a wireless service that we offer under this clause 3.7.2, a Subscription Agreement will come into effect between you and us on the date you and we decide between us that the wireless broadband service will start and this Agreement will come to an end on that date.
- 3.8. You agree to be bound by the provisions of any Subscription Agreement which comes into effect in accordance with the provisions of this Agreement.
- 4. Early Sign-Up**
- 4.1. We normally expect to receive Pre-Orders from Customers after we have started our sales process in relation to a particular Build Area (our “**Sales Start Date**”).

Occasionally, we might accept Pre-Orders from Customers before the Sales Start Date. If you send us a Pre-Order before the Sales Start Date, we will let you know. We will refer to this as an “**Early Pre-Order**”.

- 4.2. If we have accepted your Early Pre-Order, this Agreement will still apply to you but with the following differences:
- 4.2.1. the 12 month period from when we must meet the Condition Period will not start running until the Sales Start Date; and
- 4.2.2. we will write to you promptly to let you know when the Sales Start Date is (or was).

## 5. General

- 5.1. You agree that, in accordance with clause 5.2, 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 5.1, 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.
- 5.2. How we use any personal data you give us is set out in our Privacy Notice: <https://countybroadband.co.uk/terms/privacy-policy/>
- 5.3. We can change the terms and conditions of this Agreement in certain circumstances:
- 5.3.1. we can always change the terms of this Agreement to reflect changes in relevant laws and regulatory requirements; and
- 5.3.2. we can also make other types of change to the terms of this Agreement, but if we do, we'll notify you and you can then contact our Customer Service Team: <https://countybroadband.co.uk/contact-us/> or via telephone at 01376562002 to end the contract before the change takes effect.

If we change the terms of this Agreement, we will write to you to let you know in advance of the change taking effect.

- 5.4. 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.
- 5.5. 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.
- 5.6. You can only transfer the Agreement to someone else if we agree to this.
- 5.7. 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.

- 5.8. If you need to contact us for any reason, please contact our customer service team at <https://countybroadband.co.uk/contact-us/> or via telephone 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 Pre-Order Form.
- 5.9. CBL or the Customer may terminate this Agreement immediately by notice in writing to that effect if an Event of Insolvency shall occur in relation to the other (except a voluntary liquidation of a solvent company for the purposes of amalgamation or reconstruction).
- 5.10. If either you or we terminate this Agreement under clause 5.9, this shall not affect any other rights or remedies available to us or you for the breach or non-performance of any of the other's obligations.
- 5.11. You may terminate this Agreement during the Exclusivity Period if you are no longer residing at the Premises, provided that you notify us of your move in writing to [service@countybroadband.co.uk](mailto:service@countybroadband.co.uk) and supply evidence we reasonably require to demonstrate this.
- 5.12. You have several options for resolving disputes with us
- 5.12.1. **Our complaints policy.** Our Customer Service Team: <https://countybroadband.co.uk/contact-us/> 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>
- 5.12.2. **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.
- 5.12.3. This Agreement is governed by English law.
- 5.12.4. 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.
- 5.12.5. If you are a Small Business 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 Services from us 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, e-mail) to our Customer Service Team: [service@countybroadband.co.uk](mailto:service@countybroadband.co.uk) or County Broadband Ltd, Old Bouchiers Hall, New Road, Aldham, CO6 3QU. You may use the model cancellation form provided below, but it is not obligatory. You must let us know about your decision to cancel the Agreement before the cancellation period has expired.

The cancellation period will expire 14 days after the Effective Date. If you cancel a Service before we provide it, you may have to pay for any work that has been done towards providing the Service.

If you cancel the Agreement, we will reimburse to you all payments received from you (if any). We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this Agreement.

We will make the reimbursement 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.

.....  
.....

## MODEL CANCELLATION FORM

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

To **County Broadband Limited**

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 \_\_\_\_\_