

Pre-Order Terms



These Terms are valid for orders placed on or after 14 March 2018 and supersede all previous terms published on Our Website.

County Broadband Limited
Old Bouchiers Hall, New Road, Aldham CO6 3QU
Tel: 01376 562002 www.countybroadband.co.uk
Registered in England No. 04666043



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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**”.

How We will accept your order. Our acceptance of your order will take place when We email you to accept it, at which point a contract will come into existence between you and us incorporating these terms and conditions. However, you acknowledge that We will only be bound to provide the Service once We have confirmed that the Equipment has been successfully installed and/or the Service activated.

This Agreement applies to Business Users and Consumers (as defined below). If you are a 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 Agreement is valid for orders placed on or after 14th March 2018 and supersedes all previous terms published on Our Website.

THIS AGREEMENT is made on the date of Our pre-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 confirmation email (‘the **Customer**’).

It is hereby agreed as follows:

1. Definitions & Interpretation:

“**Build Area**” is defined as the section of a village or villages in which CBL intends to roll out the provision of the Works

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

“**Completion Date**” means the date of completion of the Works.

“**Condition Precedent**” means a percentage, to be determined at CBL’s absolute discretion, of the Customer premises within the CBL Build Area agreeing to subscribe for the Service on the same (or at the discretion of CBL substantially similar) terms as the Customer agrees to pursuant to this Agreement prior to the Long Stop Date.

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

“**Engineer**” means Our agents, employees or representatives

“**Event of Insolvency**” means: in the case of CBL, going into liquidation or being deemed unable to pay its debts in accordance with the Insolvency Act 1986; and in the case of the Customer, presenting or has presented to the court a bankruptcy petition or is in circumstances such that a bankruptcy petition could be presented under the Insolvency Act 1986 or makes or suffers to be made a proposal for a voluntary arrangement under the Insolvency Act 1986.

“**Existing Contract**” means a contract: (i) between a Subscriber and another provider, (ii) whereby such provider supplies the Subscriber with a broadband connection to the premise and (iii) which is due to expire



up to 12 months from the date of the Order. For the sake of clarity, this does not include a broadband service provided over a mobile phone network.

“Long Stop Date” means the date 12 months from the date of this Agreement provided that CBL may extend the Long Stop Date by up to 6 months on written notice to the Customer.

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

“Service” means the services referred to in the pre-order order confirmation, which are to be made available to the Customer by CBL, subject to clause 3.1.

“Service Terms” means CBL’s terms for providing fibre or wireless broadband services, a copy of which is available for download at www.countybroadband.co.uk/legal/service-terms or can be sent to You by Us in the post on request.

“Service Level Agreement” means the agreement which sets out the standards CBL will meet in the provision of the Service.

“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.

“Subscription Agreement” the agreement between the parties for the Services incorporating the Service Terms, the Service Level Agreement and, (if the Services include telephone services) the Telephone Terms.

“Telephone Terms” means the standard terms on which CBL provides telephone services, a copy of which is available for download at www.countybroadband.co.uk/Terms or can be sent to You by Us in the post on request

“Web site” means the web sites at www.countybroadband.co.uk and www.countybroadbandfibre.co.uk (as amended by CBL from time to time) and references to “Our Web sites” shall be construed accordingly.

“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 of the network into the 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.

In this Agreement unless the contrary intention appears:

- 1.1. references to CBL or the Customer shall include their respective successors and permitted assigns;
- 1.2. any obligation on the part of either party hereto not to do any act or thing shall be deemed to include an obligation not to do or permit such act or thing to be done by any person under its control;
- 1.3. if any provision in this Agreement is held to be illegal, void, invalid or unenforceable for any reason the legality, validity and enforceability of the remainder of this Agreement shall not be affected;
- 1.4. the words ‘include’ and ‘including’ shall be deemed to be followed by the words ‘(without limitation)’;
- 1.5. any reference to an approval, consent or permission which is required under the terms of this Agreement shall be deemed to be one which shall not be unreasonably withheld except where the relevant provision indicates to the contrary;
- 1.6. references to this Agreement mean the Pre-Order Terms and CBL’s pre-order order confirmation, this Agreement as amended, varied, supplemented, modified or novated from time to time and shall include all documents referred to herein.



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. Conditional Agreement

- 3.1. This Agreement is conditional upon:
 - 3.1.1. the Condition Precedent being met, to CBL's satisfaction; and
 - 3.1.2. CBL confirming to the Customer in writing that it is able to carry out the Works in the Build Area; by the Long Stop Date.
- 3.2. The Customer agrees that from the date of this Agreement until the Long Stop Date (**Exclusivity Period**), the Customer shall not enter into any letter of intent, agreement, arrangement or understanding (whether or not legally binding) with any third party for the entry into a commercial arrangement which is similar to or could reasonably be expected to conflict with the Services. For the avoidance of doubt, this obligation does not apply to any Existing Contracts to which the Customer is already a party.
- 3.3. The Customer acknowledges that even if the Condition Precedent is satisfied, CBL may still (i) decide to not to carry out the Works in the Build Area or (ii) determine that it is unable to connect the Customer's property to fibre. In these instances, CBL will, by the Long Stop Date, either:
 - 3.3.1. notify the Customer of its decision and release the Customer from the Exclusivity Period set out in clause 3.2 above; or
 - 3.3.2. offer the Customer a wireless service instead (to which the Service Terms shall apply if the Customer accepts such service).
- 3.4. This Agreement shall terminate on the occurrence of either of the events set out in clause 3.3 above.
- 3.5. The Customer agrees that on receipt of the notice from CBL in accordance with clause 3.1, the Subscription Agreement shall become legally binding subject to the provisions of this Agreement. It is important that the Customer read the terms set out in the Subscription Agreement as they deal with other aspects of the Service, including but not limited to installation of equipment and charges for receiving the Service.

4. General

- 4.1. The parties agree that the terms of this Agreement are intended to be legally binding.
- 4.2. The Customer acknowledges that it has not entered into this Agreement 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.
- 4.3. 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 Web Sites before they take effect.
- 4.4. Any failure by either party to require the performance by the other of its obligations under this Agreement shall not affect the rights of such party to require performance of those obligations at a later time.



- 4.5. No one other than a party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.
- 4.6. 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.
- 4.7. CBL may assign or sub-contract its rights and obligations under this Agreement at any time.
- 4.8. 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 Web Site, currently at <https://service.countybroadband.co.uk/clientarea.php>
- 4.9. CBL or the Customer may determine this Agreement immediately by notice in writing to that effect if:
 - 4.9.1. 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), or
 - 4.9.2. if the Condition Precedent has not been met by the Longstop Date, provided always that, in the case of an Event of Insolvency occurring in relation to CBL, the rights of the Customer to determine this Agreement shall be suspended for the period of 20 Working Days and (in relation to the relevant Event of Insolvency) if within the period of such suspension a third party enters into a deed in favour of the Customer undertaking the whole of the responsibilities of CBL under this Agreement, the Customer shall not be entitled to terminate this Agreement in relation to the relevant Event of Insolvency.
- 4.10. Any determination under clause 4.9, shall be without prejudice to any other rights or remedies of either party hereto against the other for the breach or non-performance of any of the other party's obligations.
- 4.11. 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.
- 4.12. 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).



YOUR CANCELLATION RIGHTS

If you are a Consumer and you ordered the Services from us either over the internet, by telephone or by any other distance selling method you may cancel the contract 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 contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the model cancellation form provided, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

The cancellation period will expire after 14 days from the day of the conclusion of the contract (i.e. when We accept your pre-order). If you ask us to commence the Works before the 14 day period has ended (by booking an installation with us), your right to cancel ends, even if you have not started using the Service provided. 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 your contract, We will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement without undue delay, and not later than 14 days after the day We receive back from you any goods supplied, or (if earlier) 14 days after the day you provide evidence that you have returned the goods, or if there were no goods supplied, 14 days after the day on which We are informed about your decision to cancel this contract.

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. We may withhold reimbursement until We have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

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MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To **County Broadband Limited**

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

For the sale of the following goods [*]/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 _____