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# Service Terms



These Terms are valid for orders placed on or after 23 October 2018 and supersede all previous terms published on Our Website.

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County Broadband Limited  
Old Bouchiers Hall, New Road, Aldham CO6 3QU  
Tel: 01376 562002 [www.countybroadband.co.uk](http://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 Burchiers Hall, New Road, Aldham, Essex CO6 3QU under company number 04666043). “CBL”, “We” or “Our”.

These Terms will apply if:

- you have ordered a Service from us; or
- we have confirmed, in accordance with our Pre-Order Terms, that we are able to connect your property to fibre.

If you are a Consumer (as defined below), you have the right to cancel your contract with us in accordance with the cancellation rights set out at the end of this agreement.

These Terms are valid for orders placed on or after 23 October 2018 and supersede all previous terms published on Our Website.

### Definitions:

In these Service Terms the following words and phrases shall have the following meanings:

“**Activation Date**” means the date on which the Subscriber receives the Services, as determined in accordance with clause 3.1.

“**Agreement**” means these Service Terms, the Website Policies, the Specific Terms and Conditions, and, if applicable, any Promotion terms, all of which, taken together, constitute the agreement between us for the supply of the Equipment and/or Services;

“**Business User**” means a Subscriber who uses the Services and/or Equipment in the course of any trade or business.

“**Charges**” means the charges payable by the Subscriber in return for the Services and/or Equipment in accordance with Clause 8.

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

“**Engineer**” means Our agent, employee or representative.

“**Equipment**” means any equipment, connecting apparatus, ducting and cabling supplied by CBL or its contractors, to enable CBL to provide the Service. For the avoidance of doubt, Equipment does not include any (wireless and / or fibre) Access Points/Routers you may purchase either from us or any other party and connect to Our Equipment. Such devices are outside of the scope of the Service and any problems with these devices will be covered under their respective warranties.

“**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.

“**Minimum Cancellation Notice**” means 30 days or such other period as set out in the Order.

“**Minimum Service Period**” means 24 months from the Activation Date unless otherwise specified in the Order.

“**Order**” means a request by the Subscriber for the supply of the Equipment and/or Services.

“**Pre-Order Terms**” means the conditional agreement that applies when you pre-order a fibre Service in an area where we are planning to build and provide such fibre Service.



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

**“Service”** means a service provided by CBL to enable the Subscriber to gain access to the Internet (including via wireless and fibre solutions), and any other services and facilities provided by CBL in connection with that service as described on the Web Sites, and references to “Services” shall be construed accordingly.

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

**“Specific Terms and Conditions”** means specific terms that apply to the Service you have requested, as set out on our Web sites and notified to you by email. Depending on the Service that you have requested, these may include Pre-Order Terms, Telephone Service Terms, and / or any Service Level Agreement.

**“Telephone Service 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](http://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](http://www.countybroadband.co.uk) and [www.countybroadbandfibre.co.uk](http://www.countybroadbandfibre.co.uk) and references to “Our Web sites” shall be construed accordingly.

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

**“you”, “your” or “Subscriber”** refers to the legal person signing this agreement or otherwise subscribing for the Service. If an individual the signatory must be 18 years or over.



# 1. The Services

- 1.1. We shall provide you with the Services and/or the Equipment subject to the terms of this Agreement.
- 1.2. If the Service you have requested is a fibre service in an area in which we do not yet have coverage, you will have placed your Order by completing our Pre-Order form in accordance with the Pre-Order Terms.
- 1.3. If the Service you have requested is in an area in which we have existing coverage, you can place your Order for Equipment and/or Services by:
  - 1.3.1. completing Our online application form on the Web Sites;
  - 1.3.2. sending us a completed application form by post to the address set out on Our Web sites;
  - 1.3.3. completing an application form in person at one of our presentations; or
  - 1.3.4. telephoning Our sales team on the number set out on Our Web sites.
- 1.4. You may place an Order for the Service if you are party to an Existing Contract. If this is the case, the Activation Date for the Service will be determined in accordance with clause 3.1.
- 1.5. If you are a CBL customer and you are already in a contract with us, you will not incur any cancellation charges for terminating that contract so that you can place an Order for the Service.
- 1.6. In certain limited circumstances We may not be able to provide you with the particular Service that you have requested. If this happens We will use reasonable endeavours to inform you promptly and, if possible, offer you an alternative Service.
- 1.7. We shall not be obliged to provide the Services and/or Equipment to you unless and until:
  - 1.7.1. We have sent written notice to you (either by post, fax or e-mail) of Our acceptance of your Order;
  - 1.7.2. We have successfully completed the installation of the Equipment; and
  - 1.7.3. We have received any initial Charges due from you in respect of the Services and/or Equipment (if any).
- 1.8. Our acceptance of your Order will take place when We write to you to accept it in accordance with clause 1.7.1 above, at which point a contract will come into existence between you and us incorporating these Terms. 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 is activated.
- 1.9. We will endeavour to ensure that the Services are of a high quality. In order to maintain the quality and safety of the Services, and any other services which We provide to Our customers, We may from time to time:
  - 1.9.1. Suspend, close down or restrict the whole or any part of the Services in order to carry out emergency or other repairs, maintenance and/or improvements or to prevent overload of the network or to preserve the safety, security or integrity of the Services and any Internet traffic conveyed (although We will give you as much notice as is reasonably practicable before doing so and will endeavour to carry out such works during the relevant scheduled maintenance periods as published by us); and/or
  - 1.9.2. Give you instructions on how to use the Services.
- 1.10. You agree to comply with any instructions We may give you in accordance with this Clause.
- 1.11. We will notify you as soon as possible if either We or Our agents, employees, representatives or anyone else involved in providing the Services and/or the Equipment, require access to your premises, to install the Services and/or the Equipment or to carry out repairs, maintenance, retrieval or upgrades. Where such notice is received by you, you agree to grant CBL and/or such other



persons referred to, access to your premises. We will meet your reasonable requirements, and you agree to meet ours, concerning the safety of people on your premises.

- 1.12. We may make software available to you that enables you to use the Services. This software must not be copied or modified by you or anyone else unless allowed by applicable law. You undertake and agree that you will access the Services only via use of this software, or in an alternative way permitted by CBL, and you will not attempt to circumvent any security measures inherent in the Services. Where such software is owned by or licensed to CBL, We will, where possible, grant you a revocable, non-transferable, non-assignable, nonexclusive license to use it for the duration of the Agreement (or, if shorter the duration of any licence of the software to CBL). Where the use of such software by you requires you to enter a separate licence you agree to do so.

## 2. Equipment & Installation

- 2.1. We will contact you to book an installation and to confirm the date and time of your appointment(s) slot, and will use reasonable endeavours to arrange a date and time that is convenient to you.
- 2.2. Unless otherwise agreed by us in writing, the Equipment remains the property of CBL at all times; although CBL will consider any reasonable offer to purchase the Equipment so installed. CBL may at its option, but is under no obligation to, dismantle and/or retrieve the Equipment on the cessation of the Service for whatever reason.
- 2.3. You and we agree that you will be the owner of any (wireless and / or fibre) Routers you may purchase either from us or any other party in order to receive the Service. By accepting these Terms, you hereby authorise CBL to access these Routers for the purposes of:
  - 2.3.1. resolving any connectivity issues that you contact us in respect of;
  - 2.3.2. providing you with software updates to improve the Service; and
  - 2.3.3. any other reasons which we notify you of from time to time.
- 2.4. Unless otherwise agreed by us in writing, you agree to pay a non-refundable fee for installation of the Equipment at your premises sufficient to enable CBL to provide the Service. Along with the monthly subscription, you will be advised of such fee in writing in advance of any installation. If the Engineer determines that additional installation charges will apply, unless otherwise agreed between us, you agree to pay for any and all charges in relation to any additional work necessary for the installation of the Service. However, prior to incurring such costs, you will be presented with a revised estimate and given the option to proceed or not with the installation work. If you elect not to proceed with the installation pursuant to this paragraph no costs will be incurred by you in relation to that Service, however, such cancellation shall not cancel any other Service that you have ordered from CBL, or discharge your obligation to pay the Charges for such Service whether or not such orders have been fulfilled.
- 2.5. It is your responsibility to make sure that there are enough mains socket outlets at your premises to provide a power supply for any equipment which may form part of the Services.
- 2.6. You must obtain all relevant permissions and consents for the purposes of installing the Equipment lawfully and in an unimpeded manner and to make all such arrangements at any property not owned by the Subscriber. You understand that We will incur additional costs if these permissions, consents and arrangements are not in place on the agreed date(s) for installation and that you will be responsible for those costs in addition.
- 2.7. Where specific works are required to install the Equipment, we will carry out the installation with reasonable care and skill and will use reasonable endeavours to make good any minor damage to walls, roofs or other parts of the premises that we cause, provided that unless otherwise agreed in writing you agree that We shall not be responsible for reinstating your property to any specific



standard following the installation process in any circumstances. Subject thereto We confirm We will maintain appropriate insurance cover.

- 2.8. You confirm that:
  - 2.8.1. you grant CBL authorisation to:
    - 2.8.1.1. enter onto your property to install the Equipment on, under or over your property;
    - 2.8.1.2. inspect the Equipment;
    - 2.8.1.3. repair or alter the Equipment;
    - 2.8.1.4. remove the Equipment; and
    - 2.8.1.5. add further cabling in the existing duct;
  - 2.8.2. you will not damage the Equipment or allow anyone else you are responsible for to damage the Equipment;
  - 2.8.3. you will not place or build anything on your property which would make it difficult for CBL to get to the Equipment and you must not plant a tree or shrubs if the roots are likely to interfere with the Equipment, unless you have to do so because of planning law; and
  - 2.8.4. where you are not the registered freehold proprietor of the property, you have obtained the freehold proprietor's written agreement (and the written agreement of any other person with an interest in your property which is superior to yours) to the installation and maintenance of the Equipment in accordance with these Terms.
- 2.9. You confirm that you will not remove any ducts that we install for the purpose of providing the Service.
- 2.10. You agree to indemnify CBL for any loss or damage to the Equipment for any reason other than such as may occur during installation, repair, retrieval or upgrade process carried out by CBL. You are advised to include the Equipment on your property insurance.
- 2.11. You are responsible for ensuring that you have a compatible computer or device to be able to receive the Service as well as supplying a mains socket within easy access (usually within ten metres) of the installation point.
- 2.12. If the Service is a wireless service, we agree to be responsible for any aborted installation costs for not being able to supply the Service due to technical restrictions and similar problems.
- 2.13. You agree to be responsible for the cost of any aborted installation costs due to your failing to provide proper access or an appropriate mains socket, or not having a compatible computer or device – such cost will be restricted to a maximum of the quoted installation fee in circumstances where we are charging you for (i) the full price of the installation or (ii) a reduced price for the installation as part of a Promotion.
- 2.14. From time to time, we may offer a complimentary installation as part of a Promotion. Where this is the case, you agree to be responsible for our Engineer's costs due to your failing to provide proper access or an appropriate mains socket, not having a compatible computer or device, or if you cancel your installation appointment without providing us with at least 14 days' notice.

### 3. The Services & Activation Date

- 3.1. Once the Equipment has been installed, the Service will be available, but the Activation Date will depend on whether you are party to an Existing Contract or not:
  - 3.1.1. If you are not party to an Existing Contract, the Activation Date will be the date on which the Service is made available to you.



- 3.1.2. If you are party to an Existing Contract, you must inform us of the expiry date of your Existing Contract and your Activation Date will depend on the Promotion that your Order is subject to, namely:
  - 3.1.2.1. you may confirm to us the date on which your Existing Contract expires and we will arrange an installation in accordance with clause 2 above, in which case the Activation Date will be the date on which the Service is made available to you; or
  - 3.1.2.2. we may connect you as soon as the Service is available, but you will not have access to the Service until your Existing Contract expires, in which case the Activation Date will be the date of expiry of your Existing Contract; or
  - 3.1.2.3. we may connect you as soon as the Service is available and we will grant you access to the Service, which you may use free of charge until the expiry of your Existing Contract, in which case the Activation Date will be the date of expiry of your Existing Contract.
- 3.2. If you are party to an Existing Contract, you agree to use the Service within 12 months of being notified by CBL that it is capable of installing the Equipment.
- 3.3. For the avoidance of doubt, the Minimum Service Period will commence on the Activation Date as determined in accordance with clause 3.1 above.
- 3.4. We will use reasonable endeavours to provide an uninterrupted, fault-free Service to you at your selected speed, but make no guarantee in this regard as conditions beyond Our control may prevent CBL from doing so.
- 3.5. You acknowledge that the speed of Service may be slower depending on factors such as the speed and quality of your router and/or other related equipment, distance between your device and your router, thickness of walls, external interference, and congestion on Our network or the internet.
- 3.6. With the intention of optimising Our network performance, at all times of the day, and at Our discretion, We reserve the right to manage internet applications across the Service. This may include, but is not limited to, prioritising data transfer through Our network and reducing file sharing activities during times of high congestion.
- 3.7. Except where terminated or suspended in accordance with this Agreement, the Services will be provided for a Minimum Service Period.
- 3.8. If you are a Consumer, We will send you a renewal reminder notice two months prior to the expiry of the Minimum Service Period setting out the terms of the renewal and any steps you need to take if you would like to inform us that you no longer wish to receive the Services. If you do not notify us of an intention to stop receiving the Services, We will continue to provide the Services to you, subject to the following terms and procedure:
  - 3.8.1. a new 12-month Service period will commence;
  - 3.8.2. We will follow-up with you in writing to confirm that a new Service period has commenced, and you will have a 14-day period from the date on which We write to you to cancel the Service. You can do this by calling us on 01376 562002 or emailing us at [service@countybroadband.co.uk](mailto:service@countybroadband.co.uk).
- 3.9. If, for whatever reason, you do not receive any notification from us in accordance with clause 3.8.2 above, a new Service period will commence on a monthly rolling basis. Once you receive written confirmation from us that a new Service period has commenced:
  - 3.9.1. the monthly rolling term shall convert into a new Service period of 12 months in accordance with clause 3.8.1; and
  - 3.9.2. the cancellation rights in clause 3.8.2 shall apply.
- 3.10. We will use reasonable efforts to activate the Services by the date notified to you following acceptance of your Order, however, all dates are estimates and We cannot guarantee that they will be met.





- 3.11. In order to manage our network for the benefit of all of our customers we may take measures to restrict your use of the network if the amount of data downloaded by you in any calendar month exceeds the average amount of data downloaded by other customers on the same or similar package in the ninety-eight percentile measured by amount of data downloaded. In any event we will not take any such action if the amount is less than 600GB of data.

## 4. Our rights to change the Services

- 4.1. We will provide the Services for the relevant Minimum Service Period subject to the terms of the Agreement.
- 4.2. We may from time to time, including but not limited to as a result in a change in law, have to modify, suspend, vary or discontinue the whole or any part of the Services (including, without limitation, any codes or access details or technical specifications associated with the Services) and will endeavour to give you as much notice as is reasonably practicable if We need to do so.
- 4.3. We may change the terms and conditions of the Agreement from time to time. Where we do so We will publish details of all changes on the Web Sites before they take effect.
- 4.4. We will endeavour to let you know about any change referred to in Clause 4.3 at least one month before it happens. However, if We need to make changes, as soon as possible, for regulatory or legal reasons, We may be unable to meet that timescale. In those circumstances, We will let you know about any changes as soon as We can.
- 4.5. If We have made a change to your significant disadvantage and you decide to terminate this Agreement early, you will not have to pay Charges in relation to the Services, for the remainder of the Minimum Cancellation Notice. Your continued use of the Service or Equipment after we have notified you of a change to the terms and conditions of the Agreement shall constitute your acceptance of that change.
- 4.6. In the event of a fault the Subscriber may report it by telephone, email or in writing to Our office. Once reported We will endeavour to resolve it as quickly and efficiently as possible in accordance with the applicable SLA.
- 4.7. You will not be charged for fault repairs if We are responsible for them. You will however be charged for call outs and labour costs if the fault is determined by CBL to have been caused by you or any third party, or We are unable to gain access to your premises at the time agreed, or if Our contractor's visit is cancelled by the Subscriber after it has been requested and you have failed to give CBL 6 hours' notice of cancellation.
- 4.8. We are not responsible for support to any computer equipment, software and cables that We did not supply

## 5. Re-sale or onward supply of the Service:

- 5.1. You agree not to re-sell, or share access to the Service with any third-party without Our prior written agreement and not to offer commercial services using the Service such as, but not limited to, the hosting of web services such as gaming servers, emails servers or voice servers for which you receive either a direct, or indirect payment.

## 6. Promotions

- 6.1. If you are participating in one of our Promotions, please ensure you read and understand any additional terms and conditions that are set out in that specific Promotion.



- 6.2. If, for whatever reason, we are required to amend the terms of a Promotion, we will provide you with as much advance notice as possible. You will always have the right to cancel your Agreement with us if we amend the terms of a Promotion to your significant disadvantage.

## 7. Security

- 7.1. You accept and acknowledge that the Service may not be secure and that We do not guarantee the prevention or detection of any unauthorised attempts to access the Service or your computer. It is your responsibility to protect your computer and data from computer viruses, adware, spyware, and malware by installing and updating adequate anti-virus and security software. You must use password protected systems at all times.

## 8. Charges

- 8.1. Except as otherwise provided in the Agreement, all Charges and other sums due from you in respect of the Services and/or Equipment shall be set out on the Web Sites, the agreed Order and / or Promotion.
- 8.2. You shall pay the Charges (without any set off or deduction of any kind) monthly or annually (as set out in the Order) in advance by direct debit unless otherwise agreed in writing by us.
- 8.3. All prices quoted on the Web Site are inclusive of VAT at the applicable rate.
- 8.4. All invoices are downloadable from the customer portal. You agree that you will notify us as soon as possible of any change in your credit/debit card or bank account details. Should you terminate the Services in accordance with this Agreement, it is your responsibility to terminate any standing order with your bank.
- 8.5. Where the Service is a fibre installation, the Charges will depend on factors which include, but are not limited to:
- 8.5.1. the Promotion you have selected
  - 8.5.2. whether the installation will be an over ground or underground installation
  - 8.5.3. whether you require a bespoke installation, being anything that deviates from our standard installation.
- 8.6. Where the Service is a wireless installation, the Charges will depend on factors which include, but are not limited to:
- 8.6.1. whether the installation will be an over ground or underground installation
  - 8.6.2. whether you require a bespoke installation, being anything that deviates from our standard installation.
- 8.7. Subject to clause 8.5, where the Service is a fibre installation, prior to installing the Equipment, CBL shall notify you of the estimated cost of the installation and an anticipated date by which the installation will be complete. Our standard installation includes:
- Router installation, service configuration and validation
  - Cabling as follows:
    - up to 15 meters buried fibre cabling in the lawn, flowerbed or clipped to a wall, or.
    - up to an additional 2 metres buried fibre cable in hard ground (examples include through paving slab grout line or slot in tarmac), or
    - a combination (7.5m soft dig and 1m hard dig)
  - One hole through a house wall



- Up to 3 metres of fibre cable clipped internally
- 8.8. Subject to clause 8.6, where the Service is a wireless installation, prior to installing the Equipment, CBL shall notify you of the estimated cost of the installation and an anticipated date by which the installation will be complete. Our standard installation includes:
- Router installation, service configuration and validation
  - Mounting our antenna onto an existing fixing/your current TV antenna pole
  - up to 15 meters of cabling to connect the antenna to your router
  - one hole through a house wall
  - Up to 90 minutes labour onsite to complete the installation

## 9. Our Liability

- 9.1. You agree that, in view of their nature, your use of the Services is at your sole risk. Whilst We will endeavour to ensure that the Services are of a high quality, neither We nor any of Our agents, contractors, licensees, employees or information providers involved in providing the Services, give any guarantee that the Services will be uninterrupted or free from error. Where necessary for commercial, technical or other reasons:
- 9.1.1. a network or service provider connected to the Services may suspend or terminate its connection to the Services; and
- 9.1.2. the Services may suspend or terminate their connection to another network or service provider.
- 9.2. You agree that any such suspension or termination referred to above will not constitute a breach by us of the Agreement and that the Services are provided on an “as is” basis without guarantee of any kind. You further agree that We will not be held liable for any costs, expenses, losses, damages or other liabilities (howsoever arising) which you may incur as a result of such suspension.
- 9.3. You acknowledge that the Internet is separate from the Services and that use of the Internet is at your own risk and subject to any applicable law. We have no responsibility for any goods, services, information, software, or other materials which you may obtain from a third party when using the Internet.
- 9.4. You also acknowledge that We may exercise editorial control over the content of Our servers, but that We do not have the resources to ensure, nor are We capable of checking, the full content of Our servers at all times. Neither We, nor any of Our agents, contractors, licensees, employees and information providers, involved in providing the Services, are able to control the content of the Internet. You, therefore, agree that We shall not be held responsible for the publication, transmission or information of any kind, other than information which is inserted by us. You specifically acknowledge that We have given no warranties as to the quality, content or accuracy of information received through, or as a result of the use of, the Services.
- 9.5. You agree and acknowledge:
- 9.5.1. that you are in a better position than us to foresee and evaluate any potential damage or loss which you may suffer in connection with the Equipment and/or the Services and/or any other service provided to you under the Agreement;
- 9.5.2. that We cannot adequately insure Our potential liability to you; and
- 9.5.3. that the sums payable by you under the Agreement have been calculated on the basis that We shall exclude liability in accordance with the Agreement.
- 9.6. You agree that We shall not be liable for any and all losses, (including loss of data) damages, costs, claims and other liabilities which arise as a result of any delay or interruption in, or any non-delivery,



or missed delivery or failure of the Equipment and/or Services due to circumstances beyond Our or any of Our suppliers' reasonable control (including, but not limited to, fire, lightning, explosion, war, disorder, flood, industrial dispute, sabotage, weather conditions or acts of local or central Government or other competent authorities). Should any event, referred in this sub-Clause, continue for more than 60 days, you will be entitled to suspend payment of the Charges until such time as the Service is reinstated.

- 9.7. In no circumstances whatsoever will We be liable to you (whether in contract, or for breach of duty, or negligence or otherwise) for any indirect, incidental or special loss or damage or any loss of business or of contracts, profit, opportunity, goodwill, reputation, or anticipated savings, or for any loss or corruption of data which arises out of or in connection with any use of, or inability to use, the Services and/or the Equipment.
- 9.8. In any event Our aggregate liability to you of any sort (including for breach of contract and negligence) in connection with this Agreement shall not exceed the amount of Charges paid by you to us in accordance with this Agreement.
- 9.9. Nothing in this Agreement will limit Our liability under Part I of the Consumer Protection Act 1987 or for death or personal injury caused by Our negligence, or any other liability that cannot be limited or excluded by law.

## 10. Your Responsibilities

- 10.1. You agree that you will be responsible for and hold us and Our agents, contractors, licensees, employees and information providers, involved in providing the Services and/or Equipment, harmless from and against any and all losses, claims, damages, costs, demands, expenses and other liabilities which We suffer as a result of any breach by you of the terms of this Agreement, and from and against any claim brought by a third party alleging that the use of the Services and/or the Equipment, by you or under your account, has infringed any intellectual property or other right of any kind, or any applicable legislation or regulation (whether international or domestic) but excluding any liability which We face as a result of criminal prosecution.
- 10.2. You agree to pay all costs, damages, awards, fees (including legal fees), judgements and other sums awarded against, or agreed to be paid by, us in relation to such claims referred to at Clause 10.1 above. You further agree that you will, as soon as possible, notify us of, and forward to us all correspondence received by you in relation to, such claims.
- 10.3. You also agree that We shall have full authority to defend, compromise or settle such claims referred to at Clause 10.2 above, and that you will, at your expense, provide us with all reasonable assistance necessary to defend such claims.
- 10.4. You agree that the configuration of your internal network remains your responsibility. Any interruption to the Services resulting from such configuration shall not be regarded as an interruption in or suspension of the provision by us of the Services.
- 10.5. You agree that any equipment connected to or used with the Services will bear the European Consumer Equipment Standards "CE" mark. You will be responsible for ensuring that all such equipment is technically compatible with the Services and is used in compliance with all relevant instructions and safety and security procedures.

## 11. Suspension and Termination

- 11.1. If you are a Business User you may terminate the Service on giving not less than the Minimum Cancellation Notice, such notice to expire on the end of the Minimum Service Period specified in your Order or the anniversary of that date.
- 11.2. If you are a Consumer, the procedure set out in clause 3 shall apply.



- 11.3. You may give notice of immediate termination of the Service following any consecutive 28 calendar day period of non-supply or interruption of the Service for which We are responsible.
- 11.4. If you are a Consumer, you have a 14 day cooling off period within which you can cancel an Order for the Service. Further information on your cancellation rights can be found at the end of this document.
- 11.5. You may not terminate under the terms of this clause if the non-supply or interruption is as a result of you failing to provide or maintain the appropriate or compatible equipment.
- 11.6. We may immediately terminate the Service without any notice should We fail to receive any subscription payment, whether monthly, quarterly or annual, due from you. Any unpaid subscriptions shall remain due from you notwithstanding termination of the Service in these circumstances.
- 11.7. In any event We may terminate the Service by giving 30-calendar days' notice by e-mail or by post to the Subscriber. In that event We will refund any advance payments made by you.
- 11.8. We may suspend or terminate the Services (or any of them) and/or terminate the Agreement at any time, without prior notice or refund to you, and without affecting any of Our accrued rights or claims, either:
  - 11.8.1. We reasonably believe that the Services are being used in breach of the Agreement;
  - 11.8.2. for any other material breach of the Agreement by you; or
  - 11.8.3. where you are or become insolvent as defined in the Insolvency Act 1986 (as modified, amended or replaced from time to time); or enter into any compromise or arrangement with your creditors or commit any act of bankruptcy; or if an order is made or effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction of a solvent company) or suffer any distress or execution or other legal process to be levied or enforced or sued upon or against any part of your property, assets or revenue and which is not discharged or stayed within 7 days, or you cease or threaten to cease to carry on business.
- 11.9. You acknowledge and agree that Our resources, used in providing the Services, are limited and that any reckless or wasteful use of the Services by you may affect those resources and the services provided to Our other customers. You agree that We may suspend or terminate your access to the Services where We decide, acting reasonably, that you are using the Services in a reckless or wasteful manner.
- 11.10. Any suspension of the Services by us following breach of Agreement by you will not constitute a termination of the Agreement and We may require you to pay a reconnection fee to recommence the Services together with the relevant Charges.

## 12. Assignment

- 12.1. We may transfer, assign or sub-contract the whole or any part of Our rights and obligations under the Agreement. You agree that you will not assign, sub-contract, sell, transfer, lease, licence or charge by way of security any of your rights or obligations under the Agreement.
- 12.2. In particular, you agree not to grant access to the Service to any third-party without Our prior written agreement.

## 13. Personal Data

- 13.1. You agree that both We and Our employees may hold all names and other information in your Order, in a computerised database. You agree that such data may be processed and may, in certain circumstances, be supplied to and processed by Our suppliers, to enable the provision and maintenance of the Equipment and/or Services.



- 13.2. You acknowledge that We may, from time to time, be required under regulations and/or legislation to co-operate with and/or disclose data to, government or other bodies and/or authorities
- 13.3. Except as set out above, We will not pass on your details to any third party for any reason.
- 13.4. We will comply with applicable data protection legislation in relation to the handling of your personal data, including the General Data Protection Regulation and the Data Protection Act 2018. For more information about how CBL handles your personal data, please refer to our Privacy Policy <https://countybroadb.co.uk/legal/privacy-policy/>

## 14. Notices

- 14.1. You agree to keep the contact details which you have provided to us up to date. Any notice or other information to be served by us on you in accordance with this Agreement will be validly sent if in writing and sent by either email or first class post to your last known email or postal address. Any notice sent by first class post will be deemed served two days after posting. Any notice sent by e-mail will be deemed served on the day that it is sent.
- 14.2. Any notice to be served on us must be in writing and sent either by pre-paid first class post to Our registered office or to such other address as may be specified by us to you for this purpose from time to time. Any notice sent in accordance with this sub-clause will only be deemed served if and when you have received a written acknowledgement from us.

## 15. General

- 15.1. Neither failure nor delay by either you or us in exercising any of your or Our rights under the Agreement shall amount to a waiver of any such right, or operate so as to bar the exercise or enforcement of such right at any time in the future.
- 15.2. This Agreement represents the entire agreement and understanding between you and us with regard to the supply of the Equipment and/or Services, to the exclusion of all prior agreements, arrangements and understandings. The Agreement contains express promises and obligations on Our part. You agree that any other term which might be implied or incorporated into the Agreement, by statute, at common law or otherwise, is excluded, to the fullest extent permitted by law.
- 15.3. you acknowledge and agree that in entering into the Agreement you have not relied upon any oral or written representation, statement or understanding (whether negligently or innocently made) by any of Our employees, agents, sub-contractors or representatives other than as expressly set out in the Agreement.
- 15.4. you further acknowledge and agree that you will have no remedy in respect of any untrue representation innocently or negligently made by us or any of Our employees, agents, subcontractors or representatives prior to entering into the Agreement upon which you may claim to have relied in entering into the Agreement whether such representation was made orally or in writing.
- 15.5. The only remedy available to you for a breach by us of the Agreement shall be for breach of contract under the terms of the Agreement.
- 15.6. Nothing in the Agreement shall exclude or limit Our liability for fraudulent misrepresentation.
- 15.7. If any provision, clause or sub-clause of the Agreement is held by any competent authority to be void, voidable, illegal, invalid or otherwise unenforceable, but would be valid and/or enforceable if any part of such provision, clause or sub-clause Were deleted or modified, then that provision, clause or sub-clause shall apply with such deletion or modification as may be necessary to make it valid and/or enforceable.



- 15.8. If any part of the Agreement or the application of it to any person shall, for any reason, be adjudged by a competent authority to be invalid, void, voidable, illegal or unenforceable such judgement shall not affect the remainder of the Agreement which shall continue in full force and effect.
- 15.9. References to the singular include the plural and vice versa. References to one gender include all other genders and vice versa.
- 15.10. A person who is not a party to the Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement, but this does not affect any right or remedy of any third party which exists or is available apart from that Act.
- 15.11. The Agreement shall be governed by and construed in accordance with the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales. In the event that the Agreement is translated into any other language, the English language version shall prevail.





**YOUR CANCELLATION RIGHTS**

If you are a Consumer and you ordered the Service and/or any Equipment 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. the day after we accept your Order). If you ask us to commence the Services before the 14 day period has ended, your right to cancel ends, even if you have not started using the Service provided. If you cancel the Service before We provide it, you may have to pay for any work that has been done towards providing the Service.

For the avoidance of doubt:

- You are deemed to have asked us to commence the Service if you book an installation for the Equipment during the 14 day period.
- You cannot rely on these cancellation rights if the Pre-Order Terms applied to you, as you will have already been afforded a 14 day cancellation period under those Pre-Order Terms.

If you cancel your contract, We will reimburse to you all payments received from you, including, if applicable, 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 we 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 \_\_\_\_\_