

Service Terms

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**”

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 is activated

These Terms are valid for orders placed on or after 30 September 2016 and supersede all previous terms published on Our Website.

Definitions:

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

"Agreement" means the General Terms of Supply, the Website Policies and the Specific Terms and Conditions, 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 6;

"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 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) 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.

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

"Minimum Service Period" means 18 months from the date of activation unless otherwise specified in the Order;

"Order" means a request by the Subscriber for the supply of the Equipment and/or Services;

"Service" means a service provided by CBL to enable the Subscriber to gain access to the Internet, 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;

"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 or can be sent to you by Us in the post on request.

"Web site" means the Web site at www.countybroadband.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. You can place your Order for Equipment and/or Services by:
 - 1.2.1. completing Our online application form on the Web Sites;
 - 1.2.2. sending us a completed application form by post to the address set out on Our Web sites; or
 - 1.2.3. telephoning Our sales team on the number set out on Our Web sites.
- 1.3. In certain limited circumstances We may not be able to provide you with the Service. If this happens We will use reasonable endeavours to inform you promptly.
- 1.4. We shall not be obliged to provide the Services and/or Equipment to you unless and until:
 - 1.4.1. We have sent written notice to you (either by post, fax or e-mail) of Our acceptance of your Order;
 - 1.4.2. We have successfully completed the installation of the Equipment; and
 - 1.4.3. We have received any initial Charges due from you in respect of the Services and/or Equipment (if any).
- 1.5. Acceptance of the Services and/or Equipment by you constitutes your automatic acceptance of the terms and conditions of this Agreement.
- 1.6. 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:
 - 1.6.1. 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
 - 1.6.2. Give you instructions on how to use the Services.
- 1.7. You agree to comply with any instructions We may give you in accordance with this Clause.
- 1.8. 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.

- 1.9. 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 to confirm the date and time or 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. 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.
- 2.4. 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.
- 2.5. 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.
- 2.6. 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 or roofs 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 .

- 2.7. 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.
- 2.8. 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.
- 2.9. If the Service is a wireless service, we agree to be responsible for any aborted installation costs in not being able to supply the Service due to technical restrictions and similar problems.
- 2.10. 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.

3. The Services

- 3.1. We will activate the Services, as soon as possible following completion of the matters referred to in Clause 2 above.
- 3.2. 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. You acknowledge that the speed of Service may be slower depending on such factors 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.
- 3.3. 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.
- 3.4. Except where terminated or suspended in accordance with this Agreement, the Services will be provided for a Minimum Service Period.
- 3.5. On expiry of the Minimum Service Period, unless terminated on or before the date of such expiry, the Services shall automatically renew for further 12 month terms until terminated pursuant to this Agreement.
- 3.6. 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.
- 3.7. 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. Security

- 6.1. 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.

7. Charges

- 7.1. 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 and/or the agreed Order.
- 7.2. 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.
- 7.3. All prices quoted on the Web Site are inclusive of VAT at the applicable rate.
- 7.4. 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. Our Liability

- 8.1. 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:
 - 8.1.1. a network or service provider connected to the Services may suspend or terminate its connection to the Services; and
 - 8.1.2. the Services may suspend or terminate their connection to another network or service provider.
- 8.2. 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.
- 8.3. 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.
- 8.4. 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.
- 8.5. You agree and acknowledge:
 - 8.5.1. 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;
 - 8.5.2. that We cannot adequately insure Our potential liability to you; and

- 8.5.3. 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.
- 8.6. 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.
- 8.7. 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.
- 8.8. 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.
- 8.9. 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.

9. Your Responsibilities

- 9.1. 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.
- 9.2. 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 9.1 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.
- 9.3. You also agree that We shall have full authority to defend, compromise or settle such claims referred to at Clause 9.2 above, and that you will, at your expense, provide us with all reasonable assistance necessary to defend such claims.
- 9.4. 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.
- 9.5. 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.

10. Suspension and Termination

- 10.1. If you are a Business Customer 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 or the anniversary of that date.
- 10.2. If you are a Consumer, we will write to you not less than 30 days prior to the end of the applicable Minimum Service Period to offer renewal of the Service for a further Minimum Service Period.
 - 10.2.1. If you continue to use the Service after the end of the applicable Minimum Service Period you will be deemed to accept the Service for the further Minimum Service Period.
 - 10.2.2. If we fail to service notice in accordance with this Clause or for any reason such notice is found by a court of competent jurisdiction to be invalid, you may terminate the Service on 30 days written notice at any time after the Minimum Service Period.
- 10.3. 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.
- 10.4. 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 or for any reason outside Our reasonable control, Any such notice may only be given where you have reported the non-supply or interruption immediately and following the period of 7 days from expiry of the said 28 day period.
- 10.5. You may give notice of immediate termination of the Service should We change the specification of the Equipment required by you without your prior agreement for the purposes of enjoying the Service. If you are a consumer, any such notice being limited to 14 days after any such event. We will only refund those advance subscriptions paid by the Subscriber that are greater than one month's subscription.
- 10.6. 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.
- 10.7. 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.
- 10.8. 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:
 - 10.8.1. where We reasonably believe that the Services are being used in breach of the Agreement;
 - 10.8.2. for any other material breach of the Agreement by you; or

- 10.8.3. 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.
- 10.9. 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.
- 10.10. 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.

11. Assignment

- 11.1. 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.
- 11.2. In particular, you agree not to grant access to the Service to any third-party without Our prior written agreement.

12. Personal Data

- 12.1. 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.
- 12.2. 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
- 12.3. Except as set out above, We will not pass on your details to any third party for any reason. We will comply with the Data Protection Act of 1998 and the Electronic Communications (EC Directive) Regulations 2003 and any other applicable data protection legislation in relation to the handling of your personal data.

13. Notices

- 13.1. 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.

- 13.2. 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.

14. General

- 14.1. 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.
- 14.2. 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.
- 14.3. 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.
- 14.4. 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.
- 14.5. 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.
- 14.6. Nothing in the Agreement shall exclude or limit Our liability for fraudulent misrepresentation.
- 14.7. 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 subclause shall apply with such deletion or modification as may be necessary to make it valid and/or enforceable.
- 14.8. 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.
- 14.9. References to the singular include the plural and vice versa. References to one gender include all other genders and vice versa.
- 14.10. 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.

14.11. 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.