

As a result of the merger between County Broadband and Truespeed in October 2025, County Broadband customers are now Truespeed customers.

If you originally signed up with County Broadband and remain on your County Broadband agreement, the terms and conditions below continue to apply to you. As these terms were written before the merger, some practical information within them, including contact details, complaints processes, business addresses and support options, may no longer be current.

Truespeed's contact details are

Call us: 01225 300370

Email us: ultrafast@truespeed.com

Write to us: Pinesgate East, Lower Bristol Road, Bath BA2 3DP

You can find more information on our [Contact page](#).

For FAQs please visit <https://www.truespeed.com/support/>

Telephone Terms

Summary of Telephone Terms

The following is a summary of our Telephone Terms. This summary is for guidance purposes only and is not intended to be legally binding.

(A) You can only purchase our voice over internet protocol (VOIP) telephone service where you have also purchased our fibre or wireless services. These Telephone Terms will apply to you if you have signed up to a VOIP Services using either the:

(i) Pre-Order process – if our fibre network was not yet available in your area, we entered into a Pre-Order Agreement with you for that fibre service and a VOIP service and we have confirmed that we are coming to connect you to the fibre service; or

(ii) Order process – if our (fibre or wireless) network is already available in your area and you have placed an Order or Early Order for it and a VOIP service, and we have accepted it.

(B) The Activation Date is important because it triggers the Minimum Service Period, which is the length of time (in months) you have signed up to receive the VOIP Service (for example, 12 months or 24 months).

(C) The Charges you must pay in respect of the VOIP Service will be set out in the Contract Information and Contract Summary that you will have received before entering into this Agreement.

(D) If you are an Individual Consumer and you order the VOIP Service over the internet, through one of our agents who visits your home, through one of our

territory or community sales executives or over the telephone, you will have 14 days to change your mind and cancel your contract with us. However:

(i) if you request for us to start providing services during that cooling-off period, you may have to pay for services we have provided if you then cancel the contract during that cooling-off period.

(ii) if we entered into a Pre-Order Agreement with you, you will not be able to cancel the contract, as you will have already been afforded a 14 day cooling-off period under the Pre-Order Agreement.

(iii) if you placed an Early Order for a VOIP Service while you were in an Existing Contract then you will have 14 days from the date of this Agreement (and not the Activation Date) to change your mind and cancel the contract.

TELEPHONE TERMS

These are the terms which will apply if you have ordered wireless or fibre hosted voice over internet protocol (VOIP) telephone services from County Broadband Limited.

INFORMATION ABOUT US AND OUR CONTRACT WITH YOU

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

How we will accept your Order (or Early Order). Our acceptance of your Order or Early Order will take place when we confirm in writing to you that we have accepted it, at which point a contract will come into existence between you and us incorporating these Telephone Terms. However, you acknowledge that the Minimum Service Period will only start on the Activation Date.

This Agreement applies to Business Users and Consumers (as defined below). If you are an Individual Consumer, you have the right to cancel your contract with us in accordance with the cancellation rights as set out at the end of these Telephone Terms.

This Agreement is valid for orders placed on or after 26th February 2023 and supersedes all 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 Bouchiers Hall., New Road, Aldham, Essex, CO6 3QU (“CBL”, “we”, “us”, “our”); and

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

It is hereby agreed as follows:

1 Definitions & Interpretation:

1.1 In these Telephone Terms the following words and phrases shall have the following meanings and the following rules of interpretation shall apply:

“Activation Date” has the meaning set out at clause 4.2.

“Agreement” means, as applicable: the contract between you and us for the VOIP Service, comprised of and incorporating the Contract Summary, the Contract Information, the terms relating to any Promotion relevant to you, your Order or Early Order these Telephone Terms, any applicable Service Level Agreement relevant to you and the Website Policies. If there is any conflict or ambiguity between the terms of the documents listed here, a term contained in a document earlier in the list shall have effect over one contained in a document later in the list.

“Business User” means a Customer who uses the VOIP Service in the course of any trade or business and who is not a Consumer.

“Call Plans and Tariffs Policy” means the list of our prices for VOIP Services (as updated from time to time) available on our Website.

“Charges” means the charges you must pay us in return for the supply of the VOIP Service in accordance with clause 10.

“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). a 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).

“Contract Information” means the contract information document which we provided to you before you entered into this Agreement or the Pre-Order Agreement, as applicable in each case.

“Contract Summary” means the contract summary document which we provided to you, and you consented to, before you entered into this Agreement or the Pre-Order Agreement, as applicable in each case.

“cooling-off period” means the cancellation period which will expire 14 days after the Effective Date.

“Customer” or “you” means the legal person(s) signing this Agreement who is/are 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 over.

“Early Order” means the form you filled out to request us to supply the VOIP Service to you, where the fibre or wireless service which will host the VOIP Service is already available in your area, but you are party to an Existing Contract that has a maximum of 6 months left before it ends.

“Early Termination Charge” means the Charges for the VOIP Service, for the remainder of the Minimum Service Period.

“Effective Date” means either:

(a). the date when we confirm to you in writing that we have accepted your Order or Early Order; or

(b). if you and we entered into a Pre-Order Agreement, the date this Agreement is deemed to come into effect under that Pre-Order Agreement.

“Existing Contract” means a contract between you and another provider whereby such provider supplies you with a VOIP service to the Premises.

“Minimum Cancellation Notice” means 30 days or such other period as set out in the Contract Summary and/or Contract Information.

“Minimum Service Period” means the length of time (in months) you have requested to receive the VOIP Service (for example, 12 months or 24 months), as specified in the Contract Summary and/or Contract Information.

“Order” means the form you filled out to request us to supply the VOIP Service to you at the Premises but excludes Pre-Orders and Early Orders.

“Premises” means the premises at which you have asked us to provide VOIP Services, as set out in the Contract Summary and/or Contract Information.

“Pre-Order” means a pre-order you placed for a VOIP Service before the fibre service which will host the VOIP 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.

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

“Rolling Contract” has the meaning given to it in clause 14.3.

“Service Level Agreement” means, if relevant to your Order, Pre-Order or Early Order, the agreement which sets out the standards CBL will meet in the provision of the VOIP Service.

“VOIP” means voice over internet protocol (VOIP) telephone service.

“VOIP Service” means the VOIP service we will provide to you under this Agreement, and any other services and facilities provided by CBL in connection with that service as described in more detail in the Contract Information and the Contract Summary, and references to “VOIP Services” shall be construed accordingly.

“Website” means our website at www.countybroadband.co.uk (as amended by CBL from time to time).

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

1.2 In this Agreement, unless the contrary intention appears:

1.2.1 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);

1.2.2 if a court or other authority decides that some of the terms of this Agreement are unlawful, the rest will continue to apply;

1.2.3 the words 'include' and 'including' shall be deemed to be followed by the words 'without limitation';

1.2.4 where either you or we must give approval, consent or permission, that approval, consent or permission must not be unreasonably withheld.

2 The VOIP Services

2.1 We shall provide you with the VOIP Services subject to the terms of this Agreement.

2.2 If you have requested that we provide the VOIP Service to a Premises which is in an area where the fibre or wireless service which will host the VOIP Service is already available, you can place your Order or Early Order:

2.2.1 by completing our online application form on the Website;

2.2.2 by sending us a completed application form by post to the address set out on our Website;

2.2.3 by completing an application form in person at one of our presentations;

2.2.4 by completing an application form in person when one of our representatives visits your Premises;

2.2.5 by completing an application form in person when you are dealing with one of our territory or community sales executives; or

2.2.6 over the telephone with our sales team on the number set out on our Website.

2.3 You must let us know if you are party to an Existing Contract when you place your Early Order. We may ask you to provide proof of the Existing Contract and its end date and we may not be able to provide the VOIP Service to you if you do not provide that proof to us.

2.4 If you are an existing CBL customer and you are already in a contract with us, you may not incur any cancellation charges for terminating that contract so that you can place an Order for a different service. We will let you know if this is the case when you contact our customer services team to ask us about moving to a different service.

2.5 In certain limited circumstances we may not be able to provide you with the particular VOIP Service that you have requested and we might need to reject your Order or Early Order. This could be for example, because we can't verify your age, because you are located outside the UK or because the VOIP Service was mispriced by us. If this happens we will inform you promptly and, if possible, offer you an alternative VOIP Service. If you do not want an alternative VOIP Service then we will end the Agreement and refund you any money you have paid for VOIP Services not received.

2.6 We shall not be obliged to provide the VOIP Services to you unless and until:

2.6.1 if applicable, we have accepted your Order or Early Order; and

2.6.2 we have received payment of any initial Charges due from you in respect of the VOIP Services.

2.7 Our acceptance of your Order or Early Order (if applicable) will take place when we write to you to accept it. In this Agreement "writing" includes email.

2.8 We will endeavour to ensure that the VOIP Services are of a high quality. In order to maintain the quality and safety of the VOIP Services, and any other services which we provide to our customers (including you), We may from time to time:

2.8.1 suspend, close down or restrict the whole or any part of the VOIP Services in order to carry out emergency or other repairs, maintenance and/or improvements or address a safety or security issue, or an issue which challenges the integrity of the VOIP Services or the wireless or fibre service which hosts the VOIP Service (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 notified to you). If we suspend a VOIP Service:

(a) for longer than five days in any 30 day period, we either adjust the price so you don't pay for it while its suspended or, if a Service Level Agreement is applicable to you, we will take any action as set out in that Service Level Agreement.

(b) or tell you we're going to suspend it, for more than 30 days you can contact our Customer VOIP Service Team: <https://countybroadband.co.uk/contact-us/> or via phone at 01376562002 to end this Agreement and we will refund any sums you have paid in advance for VOIP Services you won't receive; and/or

2.8.2 stop providing a VOIP Service. If we are going to stop providing a VOIP Service, we will let you know at least 30 days in advance and we will refund any sums you've paid in advance for VOIP Services which will not be provided.

2.9 We may provide you with instructions on how to use any of our VOIP Services and you agree to comply with any reasonable instructions we may give you in accordance with this clause.

2.10 We may make software available to you that enables you to use the VOIP Services. You must not copy, decompile, create derivative works out of, reverse-engineer, disassemble, sub-license, distribute or modify this software unless we expressly tell you, you can, or if you are allowed to by applicable law (for example, for Open Source Software). You must only access the VOIP Services via use of this software, or in an alternative way permitted by us from time to time, and you must not attempt to circumvent any security measures inherent in the VOIP Services.

2.11 We and our licensors own and will retain ownership of any software we provide to you under clause 2.10. We grant you a revocable, non-transferable, non-assignable, non-exclusive license to use any software we make available to you under clause 2.10 for the duration of the Agreement or, if shorter the duration of the period of time it is made available to you.

3 Number Porting and Personal Branch Exchange

3.1 The Charges for any initial new number allocation, number porting or any personal branch exchange services will be as set out in the Contract Information and / or Contract Summary. If you request any additional new number(s), number porting or PBX services, we will let you know what the additional charges for that will be when you request it and we will not carry out that additional service unless and until you agree to the additional charge.

3.2 Where you have purchased a router or Internet Protocol phone (IP phone) from anyone other than us and you wish to use that router or IP phone to use our services, including any VOIP Service, then by accepting these Telephone Terms, you hereby authorise (and confirm you have the authority to authorise) us to access that router or IP phone for the purposes of:

3.2.1 providing the VOIP Service;

3.2.2 resolving any connectivity issues that you contact us in respect of;

3.2.3 providing you with software updates to improve the VOIP Service; and

3.2.4 any other reasonable reasons which we notify you of from time to time.

3.3 Provided we act in accordance with the terms of this Agreement, you will not do or omit to do anything with intention of preventing us from

3.3.1 connecting you to the VOIP Service; or

3.3.2 investigating and / or fixing a problem with the VOIP Service.

3.4 You are responsible for ensuring that you have a compatible computer or device to be able to receive the VOIP Service.

3.5 In the event that we delay the porting of a telephone number that is not a mobile number for more than one business day, we are obliged to provide you with reasonable compensation as soon as reasonably practicable. To access that compensation, please contact our customer service team using the details at: <https://countybroadband.co.uk/contact-us/>. We will pay any compensation owed to you via a credit note to your CBL account..

4 The VOIP Services and Activation Date

4.1 We will start charging you for the VOIP Services from the Activation Date.

4.2 The date of the Activation Date will be determined as follows (each an "Activation Date"):

4.2.1 subject to clause 4.2.2, where we have accepted your Order, the Activation Date will be the date set out in the Contract Summary and / or Contract Information;

4.2.2 if you are not already receiving wireless or fibre services from us when we accept your Order, your Activation Date will not be before the activation date for the wireless or fibre service we will provide that will host the VOIP Service. This means that, if your activation date for that fibre or wireless service is delayed for any reason, your Activation Date for the VOIP Service will also be delayed. We will give you as much notice as we can of any such delay If we delay your Activation

Date by more than six weeks, you can contact us to end this Agreement and you will not be charged. Please note that where the Activation Date is delayed because of something you have done or failed to do you do not have the right to end the Agreement (unless you are within your cooling-off period);

4.2.3 where we have accepted your Early Order, the Contract Information and / or Contract Summary will set out your Activation Date, which will not be before the date on which your Existing Contract ends;

4.2.4 subject to clause 4.2.5, if you and we were party to a Pre-Order Agreement and we have notified you that we are coming to connect you to the fibre service, we will also let you know when your Activation Date will be but it will not be before the date we connect you to the fibre service;

4.2.5 if we have agreed an Activation Date with you under clause 4.2.4 and the connection to the fibre service is delayed because of something we have done or failed to do, we will contact you to offer you a new Activation Date and we will not charge you for the VOIP Service until that new Activation Date. If we delay your Activation Date by more than six weeks, you can contact us to end this Agreement and you will not be charged. Please note that where the Activation Date is delayed because of something you have done or failed to do, you do not have the right to end the Agreement (unless you are within your cooling-off period);

4.3 Except where this Agreement ends or is suspended in accordance with its terms, we will provide the VOIP Service to you for the Minimum Service Period.

4.4 The Minimum Service Period will commence on the Activation Date as determined in accordance with clause 4.2 above.

4.5 We will use reasonable endeavours to provide an uninterrupted, fault-free VOIP Service to you , but make no guarantee in this regard as conditions beyond our control may prevent CBL from doing so.

4.6 You acknowledge that the quality of the VOIP Service may be lesser depending on factors such as the speed and quality of your router and/or other related equipment you use, distance between your device and your router, thickness of walls and external interference.

4.7 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 VOIP Services. This may include, but is not limited to, prioritising data transfer through our network and reducing file sharing activities during times of high congestion.

5 Limitations of the VOIP Service

5.1 Unlike a traditional telephone service, the VOIP Service will not work in the event of a power cut that affects any equipment you use to receive or access the VOIP Service, or any interruption to your internet access.

5.2 When the VOIP Service is fully operational, public emergency call services can be accessed from within England, Wales, Scotland and Northern Ireland.

5.3 If you use the Service outside England, Wales, Scotland or Northern Ireland or using a VPN, you may not be able to call emergency services using the VOIP Service. A traditional telephone line from another communications provider may therefore be required to call emergency services outside England, Wales, Scotland and Northern Ireland.

5.4 If there is a VOIP Service outage for any reason (including if we suspend the VOIP Service under clause 2.8 or clause 6.1), you will not be able to dial emergency service numbers.

5.5 In certain circumstances we will provide you with a battery backup power supply of up to 1 hour. We will let you know if this applies to you and let you know how we will get the backup battery power supply to you.

5.6 You must register the physical location from where you will use each phone line that you utilise with the VOIP Service with us.

5.7 We will use the location you tell us under clause 5.6 to register you as part of the VOIP Service so you must notify us promptly if there are any changes. If you do not update us with changes, it may not be possible for emergency operators and authorities to identify your location and phone number when you dial public emergency services. If this happens, you will need to state your location and phone number promptly and clearly, as emergency operators and authorities may not have this information.

5.8 Emergency operators and authorities may or may not be able to identify your phone number in order to call you back if the call is unable to be completed, is dropped or disconnected, or if you are unable to speak to tell them your phone number and/or if the VOIP Service is not fully operational for any reason. Emergency operators and authorities may also not be able to hold your line open in the event you hang up. You should ensure you tell the emergency operator what your phone number is as soon as possible when you call them, so that they can call you back, if necessary.

5.9 Mobile applications for use with VOIP Services are not a replacement for your mobile service and you may not be able to make emergency calls using such mobile applications.

5.10 If you are a Business User or a Small Organisation, you agree to inform potential users of the VOIP Service of the limitations on the VOIP Service set out in this clause 5.

5.11 You understand and accept that, given the limitations on the VOIP Service set out in this clause 5, you should always have access to an alternative means of accessing and contacting emergency services.

6 Our rights to change the VOIP Services

6.1 We may modify, suspend, vary or discontinue the whole or any part of the VOIP Service (including, without limitation, any codes or access details or technical specifications associated with the VOIP Service) from time to time, to:

6.1.1 reflect changes in relevant laws or regulatory requirements; and / or

6.1.2 to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the VOIP Service and we will endeavour to give you as much notice as is reasonably practicable if we need to do so and we will publish details on our Website.

6.2 We may also make changes to these Telephone Terms from time to time. We will give you at least 30 days' notice of any change to these Telephone Terms and offer you the right to end the Agreement if you are not happy with the changes we make, unless the proposed change is:

6.2.1 exclusively to your benefit; or

6.2.2 of a purely administrative nature and has no negative effect on you; or

6.2.3 is directly imposed by law.

If you choose not to end the Agreement then you do not have to do anything and the change will automatically take effect on the date we have told you it will take effect, when we contacted you to tell you about the change, under this clause 6.2.

6.3 If you decide to end this Agreement early under clause 6.2:

6.3.1 you can also cancel any Agreements which are part of a bundle with this Agreement;

6.3.2 the Agreement(s) will end the day before the relevant change(s) take(s) effect;

6.3.3 if for any reason it is not feasible for the Agreement(s) to end on the day before the relevant change(s) take(s) effect, it / they will end as soon as reasonably possible after that date;

6.3.4 you will not have to pay any Early Termination Charge; and

6.3.5 we will refund you for any VOIP Service you have paid for but not received at the date the Agreement ends.

To end the Agreement under clause 6.2, you can either contact our customer service team via email at service@countybroadband.co.uk, or you can ask any new provider of services the same as or similar to the VOIP Service to contact us on your behalf.

6.4 If you discover a fault with our VOIP Service, you must report it to us as soon as possible. You can do this by contacting our customer services team by telephone, email or in writing. Once we receive your report we will endeavour to resolve the issue as quickly and efficiently as possible (and, if relevant to you, in accordance with the applicable Service Level Agreement. You will find our customer service team's details at: <https://countybroadband.co.uk/contact-us/>.

6.5 We are not responsible for support to any equipment, software or cables that we did not supply to you.

7 Re-sale or onward supply of the VOIP Services

7.1 You agree not to:

7.1.1 re-sell, or share access to the VOIP Services with any third-party without our prior written consent; and

7.1.2 offer commercial services using the VOIP Service such as, but not limited to, the hosting of web services such as gaming servers, emails servers, voice servers or cloud based services, for which you receive either a direct, or indirect payment or other commercial benefit.

8 Promotions

8.1 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. Where the terms of any Promotion contradict what is in these Telephone Terms, the terms of the Promotion will override these Telephone Terms to the minimum extent necessary to give effect to the terms of the Promotion.

9 Security

9.1 We take reasonable steps to ensure that the VOIP Service is secure but you accept and acknowledge that internet is inherently insecure, so we do not guarantee the security of the VOIP Service or the prevention or detection of any unauthorised attempts to access the VOIP Service or your computer. It is your responsibility to protect your computer, any other equipment you use and your data from viruses, adware, spyware, and malware by installing and updating adequate anti-virus and security software.

9.2 You must not misuse the VOIP Service by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

10 Charges

10.1 Where you have chosen a fixed-price package then:

10.1.1 except as otherwise explained in this Agreement, all Charges you must pay for the VOIP Services during the Minimum Service Period will be as set out in the Contract Information and / or Contract Summary.

10.1.2 the maximum minutes available to you in any month under the Agreement will be set out in the Contract Summary and / or Contract Information. We will let you know when you are close to your monthly limit, and if you exceed that limit.

10.1.3 if we have let you know that you have exceeded the monthly minutes limit in accordance with clause 10.1.2 and you continue to use the VOIP Service regardless of having exceeded that limit, we will charge you for those excess minutes in accordance with the Charges set out in our then current Call Plans and Tariffs Policy.

10.1.4 if you use the VOIP functionality we provide to you as part of the VOIP Service to make calls of a type which are not included within the package you have purchased from us, we will charge you for those calls at our standard tariffs

then in force. Our standard tariff information is set out in our Call Plans and Tariffs Policy <https://countybroadband.co.uk/wp-content/uploads/2014/02/Call-Plan.pdf>.

10.2 Where you have chosen a pay as you go package then the way we calculate all Charges you must pay will be as set out in the Contract Summary and / or Contract Information. This will normally be based on or in accordance with our Call Plans and Tariffs Policy, as updated from time to time.

10.3 If this Agreement becomes a Rolling Contract under clause 14.3, the Charges you must pay under the Rolling Contract will be the Charges we tell you, you must pay under clause 14.1.

10.4 Where you have chosen a fixed price package, you must pay the Charges monthly or annually (as set out in the Contract Information and / or Contract Summary) in advance by direct debit unless otherwise agreed in writing by us.

10.5 Where you have chosen a pay as you go package or you have incurred additional Charges under clause 10.1.4, you must pay the Charges monthly in arrears (as set out in the Contract Information and / or Contract Summary). We will invoice you for the additional Charges you have incurred and you must pay that invoice within 21 days after the date of the invoice. If you do not pay the invoice by the due date, despite reminders from us that you must pay it, we may restrict or suspend your access to the VOIP Service until you pay the amounts you owe.

10.6 Where you have chosen a fixed price package then:

10.6.1 if you pay annually and you tell us you would like to end the Agreement (or an internet services agreement on which this Agreement relies, as described in more detail at clause 14.5) before the end of the Minimum Service Period where we are not at fault and you do not have the right to cancel the Agreement because the cooling-off period has expired or does not apply to you, you will be subject to the Early Termination Charge so we will not refund you the Charges you have paid in advance for VOIP Services you will not receive.

10.6.2 if you pay monthly and you tell us you would like to end the Agreement "or an internet services agreement on which this Agreement relies, as described in more detail at clause 14.5) before the end of the Minimum Service Period where we are not at fault and you do not have the right to cancel the Agreement because the cooling-off period has expired or does not apply to you, you must still pay the monthly Charges until the end of the Minimum Service Period because you will be subject to the Early Termination Charge. Alternatively, we may offer you the option to pay the Early Termination Charge as one lump sum when you end the Agreement under this clause 10.6.2.

10.7 All Charges quoted on the Website, in our Call Plans and Tariffs Policy, in our Promotions and in the Contract Information and / or Contract Summary are inclusive of VAT at the applicable rate unless otherwise stated. If the rate of VAT changes between the date of your Order, Early Order or Pre-Order and the date we supply the VOIP Service, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

10.8 If we have told you in the Contract Information that we will increase the Charges you pay at certain times during this Agreement then this will happen automatically and we will let you know each time this happens.

10.9 If we increase our Charges in any way or at any time other than as explained in clause 10.7 or 10.8 above, that will count as a change to these Telephone Terms and clause 6.2 and clause 6.3 will apply, meaning you have the right to end this Agreement as set out in those clauses.

10.10 All invoices are downloadable from our customer portal. You must notify us as soon as possible of any change in your credit/debit card or bank account details. If this Agreement ends early for any reason, it is your responsibility to terminate any standing order with your bank.

10.11 If we're unable to collect any payment you owe us, we may charge interest on the overdue amount at the rate of [2]% a year above the [Bank of England] base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

11 Our Liability

11.1 You agree that, in view of their nature, your use of the VOIP Services is at your sole risk. Whilst we will endeavour to ensure that the VOIP Services are of a high quality, neither we nor any of our agents, contractors, licensees, employees or information providers involved in providing the VOIP Services, give any guarantee that the VOIP Services will be uninterrupted or free from error.

11.2 You also acknowledge that we may exercise editorial control over the content of our servers from time to time, 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 VOIP Services, are able to control the content of the internet. You, therefore, agree that we shall not be held responsible for the publication or transmission of information of any kind, other than information which is created, uploaded and / or distributed 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 VOIP Services.

11.3 If our supply of the VOIP Service to you is delayed by an event outside our control, we contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay but if the delay is likely to be substantial, you can contact our customer service team: <https://countybroadband.co.uk/contact-us/> or via phone at 01376562002 to end this Agreement and receive a refund for any VOIP Services you have paid for in advance, but not received. As long as we follow the steps set out in this clause 11.3, we will not be liable to you for losses you suffer caused by any such delay.

11.4 We will not be responsible for losses you suffer caused by us breaching our obligations in this Agreement where that loss is:

11.4.1 unexpected: it was not obvious that it would happen and nothing you said to us before we accepted your Order, Early Order or Pre-Order meant we should have expected it (so, in the law, the loss was unforeseeable).

11.4.2 avoidable: something you could have avoided by taking reasonable action. For example, damage to your own equipment, which was caused by connecting your equipment to the VOIP Service and which you could have avoided by following our advice to have the minimum system requirements advised by us, or by ensuring your equipment was compatible with the VOIP Service before attempting to connect it.

11.4.3 if you are an Individual Consumer, a business loss: for example, if the loss relates to your use of the VOIP Service for the purposes of your trade, business, craft or profession.

11.5 If you are a Business User or a Small Organisation, our aggregate liability to you of any sort (including liability in contract, tort (including negligence), breach of statutory duty or otherwise) under or in connection with this Agreement shall not exceed the amount of Charges paid by you to us in under this Agreement.

11.6 If you are a Business User or Small Organisation, we will not be liable to you under or in connection with this Agreement (whether arising in contract, tort, negligence, breach of statutory duty or otherwise) for any special, incidental, or consequential damages, or for any direct or indirect loss of profit, loss of opportunity, loss of use, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill or loss of revenue, even if advised of the possibility of such damages.

11.7 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.

12 Your Responsibilities

12.1 If you are a Business User or a Small Organisation, you agree that you will be responsible for and hold us and our agents, contractors, licensees, employees and information providers, involved in providing the VOIP Services, 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 your use of the VOIP Services has infringed any intellectual property or other right of any kind of a third party, or any applicable legislation or regulation (whether international or domestic).

12.2 If you are a Business User or a Small Organisation, 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 12.1 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.

12.3 If you are a Business User or a Small Organisation, you also agree that we shall have full authority to defend, compromise or settle such claims referred to at clause 12.1 above, and that you will, at your expense, provide us with all reasonable assistance necessary to defend such claims.

12.4 You agree that the configuration of your internal equipment and / or network remains your responsibility. Any interruption to the VOIP Services resulting from such configuration shall not be regarded as an interruption in or suspension of the provision by us of the VOIP Services.

12.5 You agree that, in accordance with clause 16.1, 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 VOIP Service. If we reasonably request, you agree to do any acts or sign any documents that are necessary to support such submission.

13 What to do if there is a Problem

13.1 If you think there is something wrong with the VOIP Service, you must contact our Customer Service Team: <https://countybroadband.co.uk/contact-us/> or via phone at 01376562002. The Consumer Rights Act 2015 says you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

14 Termination and End of Minimum Service Period

14.1 If you want to exercise any of your rights to end the Agreement under this clause 14, please contact our customer service team at <https://countybroadband.co.uk/contact-us/> or via phone at 01376562002.

14.2 We do not want you to be without a phone line. Therefore, two months before the end of the Minimum Service Period, we will contact you to let you know:

14.2.1 that the Minimum Service Period is coming to an end and the date on which it will end and the Charges you are currently paying;

14.2.2 whether you have the option to renew this Agreement for a new minimum service period, and we will give you the option to consent to this;

14.2.3 about the best tariff offers we have at that time;

14.2.4 what tariff you will pay if you allow this Agreement to become a Rolling Contract as explained in clause 14.3 below, whether that tariff is different to the expected tariff we set out in the Contract Information, and whether the VOIP Service(s) will change at all when that happens;

14.2.5 if no Rolling Contract option is available, the date when we will disconnect you from the VOIP Service;

14.2.6 if you chose to end this Agreement at the end of the Minimum Service Period, which VOIP Service(s) will end; and

14.2.7 if we have any other contracts in place with you for the provision of any other services, what those contracts are, the services they cover, whether they are part of a bundle with this Agreement, and the date when they will end.

You can contact us any time after we contact you under this clause 14.2, up to the day the Minimum Service Period ends, to let us know that you would like to end this Agreement at the end of the Minimum Service Period. You can also ask your new provider to contact us on your behalf to let us know you would like to end this Agreement under this clause 14.2. If you would like to renew the Agreement for a new minimum service period, you can respond to us in the ways we will describe in our notice to you.

14.3 If you do not contact us under clause 14.1 above to end the Agreement, we will not disconnect you from the VOIP Service (unless we contact you to tell you we are going to do so under clause 14.2.5) but this Agreement will roll over and will not end unless you give us the Minimum Contract Notice period that you want it to end. We call this arrangement a “Rolling Contract”. If this Agreement becomes a Rolling Contract, we will update you at least once a year with our best tariff offers for this Agreement and any Agreement which is in a bundle with this Agreement.

14.4 You will not have the option to renew this Agreement under clause 14.2.2, and we will not be able to offer you a Rolling Contract for any VOIP Services under clause 14.3, unless you and we are also party to a contract under which we provide wireless or fibre internet services to you. This is because the VOIP Services rely on the connection to the wireless and fibre internet services we provide, to function. Therefore, if this Agreement is part of a bundle with, or is linked to, an agreement under which we provide wireless or fibre internet services to you, you will only be able to renew this Agreement if those internet services will continue for the duration of the renewed VOIP Agreement.

14.5 This Agreement relies on you being party to an active agreement with us under which we provide wireless or fibre internet services to you. If for any reason or at any time the agreement between you and us for provision of those internet services terminates and we no longer provide you with wireless or fibre internet services, this Agreement will terminate automatically and we will write to you to let you know. We will give you as much notice as we reasonably can of this but the notice we are able to give you may depend on the circumstances under which the internet services agreement terminates.

14.6 You can end the Agreement in the following circumstances, even if the Minimum Service Period has not yet ended:

14.6.1 you have rights to end this Agreement in certain circumstances if we suspend or change the VOIP Services or these Telephone Terms, or if the VOIP Services are delayed. Please see clause 2.8.1 (suspension of VOIP Service), clause 6.2 (changes), clause 10.9 (increased Charges) and clause 11.3 (delay outside our control) for more information. You can also ask your new provider to contact us on your behalf to end this Agreement in any of the events under this clause 14.6.1;

14.6.2 if you are an Individual Consumer, you have a 14 day cooling-off period within which you can cancel this Agreement (unless you were party to a Pre-Order Agreement). Further information on your cancellation rights can be found at the end of this Agreement;

14.6.3 if we delay your Activation Date by more than six weeks under clause 4.2.2 clause 4.2.5.

14.7 You may not end this Agreement if the delay, suspension or interruption of the VOIP Services is as a result of anything you have done or have failed to do (for example, not making sure you use compatible devices).

14.8 We can end this Agreement in the following circumstances:

14.8.1 you don't make any payment to us when it's due and you still don't make payment within 60 days of our reminding you that payment is due;

14.8.2 you don't, within a reasonable time of us asking for it, provide us with information or cooperation that we need to provide the VOIP Service;

14.8.3 if we are going to stop providing the VOIP Service for any reason, by giving you at least 30 days' notice and complying with the terms of clause 2.8.2;

14.8.4 where we reasonably believe that you are using the VOIP Services in breach of the Agreement;

14.8.5 for any other serious breach of this Agreement by you (in law, this is called a material breach);

14.8.6 where you are a Business User or a Small Organisation: where you are or go into liquidation or are deemed unable to pay your 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) have any partner to which the foregoing applies; or

14.8.7 where you are an Individual Consumer: where you take or have taken against you any step or action towards your entering bankruptcy or you make or suffer to be made a proposal for a voluntary arrangement under the Insolvency Act 1986.

In each case, we will give you a reasonable amount of notice in writing that we are ending the Agreement. Depending on the circumstances, that might mean that we end the Agreement immediately when we give you the notice.

14.9 If we end the Agreement under clause 14.8 during the Minimum Service Period, you will still be required to pay the Early Termination Charge unless we otherwise agree with you in writing for any reason to waive the Early Termination Charge.

14.10 If you are an Individual Consumer and you are moving home before the end of the Minimum Service Period you must notify us in writing to service@countybroadband.co.uk that you no longer live (or will no longer live) at such Premises and supply evidence to demonstrate this and, if you no longer

have the right to cancel under the cooling-off period, you will not need to pay the Early Termination Charge in the following situations:

14.10.1 if you are moving to a new premises which is within the County Broadband network area, you may choose to make a new Order for the VOIP Service that you initially requested for your new home. Please write to us at service@countybroadband.co.uk if you wish to make a new Order at your new home. If we accept your new Order for your new home then a new Agreement will come into place between you and us for the service under that new Order and you will not have to pay any Early Termination Charge under this Agreement, provided you do not cancel that new agreement during the cooling-off period. If you do cancel that new agreement during the cooling-off period, you will be required to pay the Early Termination Charge under this Agreement; or

14.10.2 if you are moving to a new house which is outside of the County Broadband network area, you will not need to pay the Early Termination Charge if you can provide us with reasonable proof of your new home address. Please contact us at service@countybroadband.co.uk.

15 Assignment

15.1 You can only transfer the Agreement to someone else if we agree to this. We may not agree if, for example, the suggested assignee is in arrears with payments owed to us, by them.

15.2 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.

16 Personal Data

16.1 We will comply with applicable data protection legislation in relation to the handling of your personal data, including the UK GDPR and the Data Protection Act 2018. For more information about how CBL handles your personal data, please refer to our Privacy Policy <https://countybroadband.co.uk/terms/privacy-policy/>.

16.2 Additionally, we may disclose your identity to any third party who is claiming that any content posted or uploaded by you to our network constitutes a violation of their intellectual property rights, or of their right to privacy.

17 Notices

17.1 You agree to keep the contact details which you have provided to us up to date.

17.2 If you need to contact us for any reason, please contact our customer service team <https://countybroadband.co.uk/contact-us/> or via phone 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 Order Form, your Early Order Form, your Pre-Order Form or which you have told us about by updating us under clause 17.1.

18 General

18.1 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.

18.2 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.

18.3 The Agreement shall be governed by English law.

18.4 You have several options for resolving disputes with us:

18.4.1 Our complaints policy. Our Customer Service Team: <https://countybroadband.co.uk/contact-us/> or via phone at 01376562002 will do their best to resolve any problems you have with us or our services as per our Complaints policy which can be obtained at <https://countybroadband.co.uk/terms/code-of-practice/#Making-a-complaint>

18.4.2 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.

18.4.3 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.

18.4.4 If you are a Small Organisation 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 VOIP Service from us by placing an Order or an Early Order 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 or e-mail) to our customer service team <https://countybroadband.co.uk/contact-us/> or via phone at 01376562002. You may use the model cancellation form provided below, but it is not obligatory. You must let us know about your decision to cancel this Agreement before the cooling-off period has expired.

The cooling-off period will expire 14 days after the Effective Date.

If you cancel the Agreement during the cooling-off period, we will reimburse to you all payments received from you, unless you have asked us to start providing any VOIP Service during that cooling-off period in which case we may charge you for any services we have provided up until the date you cancelled the Agreement. If you cancel the Agreement during the cooling-off period, we will make the reimbursement owed to you 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 owed to you 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 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 sale of 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 _____

Company Number: 04666043

Registered Office: Old Bouchiers Hall, New Road,
Aldham, Essex, CO6 3QU

County Broadband Ltd is regulated by Ofcom