

GENERAL TERMS & CONDITIONS

Country Connect Ltd Broadband Services

Rev 2.7 – September 2022 Sale of Good & Services

ABOUT COUNTRY CONNECT INTERNET

Country Connect Limited provide high quality connectivity and IT services across the UK.

We work hard to provide the best service to a range of different residential and corporate customers

TERMS AND CONDITIONS

1 DEFINITIONS

“Acceptable Use Policy” or **“AUP”** means the Country Connect Limited Acceptable Use Policy relating to the use of Services as modified from time to time.

“Access Line Speed” means the maximum speed at which the Customer’s router can connect to the Internet. For xDSL Services, this is also known as the Sync Rate.

“Affiliate” means a subsidiary or holding company of either Country Connect Limited or the Customer and any subsidiary of such holding company (where “holding company” and “subsidiary” have the meanings set out in section 1159 of the Companies Act 2006).

“Agreement” means these Terms and Conditions, the Order Form, the Service Description, the Country Connect Limited Acceptable Use Policy and the Country Connect Limited Fair Usage Policy when taken together, which in the case of conflict rank in the order of precedence listed above.

“Business Day” means 09:00-17:00 Monday Through Friday excluding public holidays in the United Kingdom.

“Commencement Date” means the commencement date for the Contract as set out in the quotation or accepted order.

“Confidential Information” means all information disclosed by Country Connect Limited or the Customer to the other party, whether before or after the effective date of this Agreement, that the recipient should reasonably understand to be confidential, including: (i) for the Customer, all information transmitted to or from the Services, (ii) for Country Connect Limited, unpublished prices and other terms of service, audit and security reports, product development plans, solution diagrams, data centre designs, and other proprietary information or technology, and (iii) for both parties, information that is marked or otherwise conspicuously designated as confidential.

Information that is independently developed by either party, without reference to the other’s Confidential Information, or that

becomes available to either party other than through breach of the Contract or applicable law, shall not be “Confidential Information” of the other party.

“Contract” means the contract for the purchase and sale of the Goods and supply of the Services under these Terms and Conditions.

“Contract Price” means the price stated in the Contract payable for the Goods.

“Customer” means the person, group of persons or other entity whose name and address are set out in the Order Form.

“Customer Information” means data, information, video, graphics, sound, music, photographs, software and any other materials (in whatever form) published or otherwise made available (directly or indirectly) by or on behalf of the Customer by using the Services.

“Delivery Date” means the date on which the Goods are to be delivered as stipulated in the Customer’s order and accepted by the Supplier.

“Equipment” means equipment detailed on the Order Form or placed on a Customer Site by Country Connect Limited for the provision of the Services.

“Fair Usage Policy” or **“FUP”** means the Country Connect Limited Fair Usage Policy relating to the use of Services as modified from time to time.

“Goods” means the goods (including any instalment of the goods or any parts for them) which the Supplier is to supply in accordance with these Terms and Conditions.

“Month” means a calendar month.

“Minimum Service Period” means the minimum period set out in the Order Form beginning on the Operational Service Date, and is equivalent to the Specified Contract Length.

“Operational Service Date” means the date when a Service is first made available for use by the customer.

“Order Form” means the form for the supply by Country Connect Limited of the Services completed by, or in accordance with an order from the Customer.

“Price List” means the prices relating to the Services set out on our Website, as amended from time to time.

“Service Description” means the written description of the Services specified in the Quotation or Order Form.

“Services” means the Services as Defined in the Quotation or Order Form.

“Software” means any software provided by Country Connect Limited to enable the Customer to access or use the Services.

“Supplier” means Country Connect Ltd, a company registered in England under 10394624, whose registered address is 52A Westgate, Southwell, Nottinghamshire, England, NG25 0JX and whose main trading address is Country Connect Ltd, Ash House, Llancayo Court, Llancayo NP15 1HY and includes all employees and agents of Country Connect Ltd.

“Country Connect Limited” means Country Connect Limited of 52A Westgate, Southwell, NG25 0JX registered in England and Wales no. 10394624.

“Country Connect Limited Group Company” means a Country Connect Limited subsidiary or holding company, or a subsidiary of that holding company, all as defined by section 1159 of the Companies Act 2006.

“Us” or “We” means Country Connect Limited and references to ‘our’ should be construed accordingly. **“You”** means the Customer and references to ‘your’ should be construed accordingly.

1.1 Unless the context otherwise requires, each reference in these Terms and Conditions to:

- (a) “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
- (b) a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
- (c) “these Terms and Conditions” is a reference to these Terms and

Conditions and any Schedules as amended or supplemented at the relevant time;

(d) a Schedule is a schedule to these Terms and Conditions; and

(e) a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule.

(f) a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

1.2 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.3 Words imparting the singular number shall include the plural and vice versa.

1.4 References to any gender shall include the other gender.

2 COMMENCEMENT

2.1 This Agreement sets out the general terms and conditions of supply upon which Country Connect Limited supplies Services to The Customer.

This Agreement shall take effect from the date the Order Form is accepted by Country Connect Limited, or the Operational Service Date, and shall continue in force unless and until terminated in accordance with the Agreement.

3 BASIS OF SALE AND SERVICE

3.1 The Supplier’s employees or agents are not authorised to make any representations concerning the Goods or Services unless confirmed by the Supplier in writing. In entering into the Contract the Customer acknowledges that it does not rely on, and waives any claim for breach of, any such representations which are not so confirmed.

3.2 No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.

3.3 Sales literature, price lists and other documents issued by the Supplier in relation to the Goods and Services are subject to

alteration without notice and do not constitute offers to sell the Goods which are capable of acceptance. No contract for the sale of the Goods and Services shall be binding on the Supplier unless the Supplier has issued a quotation which is expressed to be an offer to sell the Goods and Services or has accepted an order placed by the Customer by whichever is the earlier of:

- (a) the Supplier's written acceptance;
- (b) delivery of the Goods;
- (c) provision of the Services; or
- (d) the Supplier's invoice.

3.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

4 THE GOODS

- 4.1 No order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Supplier's authorised representative.
- 4.2 The specification for the Goods shall be that set out in the Supplier's sales documentation unless varied expressly in the Customer's order (if such variation(s) is/are accepted by the Supplier). The Goods will only be supplied in the minimum units thereof stated in the Supplier's price list or in multiples of those units. Orders received for quantities other than these will be adjusted accordingly
- 4.3 Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Supplier are intended as a guide only and shall not be binding on the Supplier.
- 4.4 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Customer's specification, which do not materially affect their quality or performance.
- 4.5 No order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the

Supplier on the terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of such cancellation.

5 THE SERVICES

- 5.2 With effect from the Commencement Date the Supplier shall, in consideration of the price being paid in accordance with Clauses 12 and 13 will provide the Services expressly identified in the quotation or accepted order.
- 5.3 The Supplier will use reasonable care and skill to perform the Services identified in the quotation or accepted order.
- 5.4 The Supplier shall use all reasonable endeavours to complete its obligations under the Contract, but time will not be of the essence in the performance of such obligations. Price of the Goods or Services will be that shown in Our price list in force at the time of your Order. If the Price shown in your Order differs from Our current Price We will inform you upon receipt of your Order.

6 THE SERVICE PERIOD

- 6.1 Except where Specified as not the Minimum Service Agreement in the Order Form, the Services will be provided for a Minimum Service Period of 1 month from the Operational Service Date. Where a period is agreed as Specified on the Order Form, the period of services will be provided for the entire period term agreed from Operational Service Date.
- 6.2 On expiry of the Minimum or Specified Service Period the Services will continue to be provided under terms of this agreement unless otherwise terminated pursuant to this agreement.
- 6.3 In conjunction with the General Terms & Conditions listed here, your Order Details/Notes section of the Order Form details the order specifics and/or Monthly Payments and Agreement terms. By signing this order form, you agree to be bound by the aforementioned order specifics and Agreement Terms.

7 OUR OBLIGATIONS

- 7.1 Country Connect Limited will provide the Services in accordance with the relevant Service Descriptions and any other specifications in this Agreement.
- 7.2 Country Connect Limited will use reasonable endeavours to provide the Services by the date agreed with the Customer, but all dates are estimates and We have no liability for any failure to meet any date, unless the Order Form says otherwise.
- 7.3 Country Connect Limited aim to provide uninterrupted service but from time to time faults may occur which We will use reasonable efforts to repair in accordance with the Service Description.
- 7.4 Country Connect Limited will provide all Services in accordance with applicable law.

8 DELIVERY AND PERFORMANCE

- 8.1 Delivery of the Goods shall be made by the Supplier delivering the Goods to the place in the United Kingdom specified in the quotation or accepted order or, if no place of delivery is so specified, by the Customer collecting the Goods at the Supplier's premises at any time after the Supplier has notified the Customer that the Goods are ready for collection.
- 8.2 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Supplier in writing. The Goods may be delivered by the Supplier in advance of the Delivery Date upon giving reasonable notice to the Customer.
- 8.3 If the Customer fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the Supplier shall be entitled upon giving written notice to the Customer to store or arrange for the storage of the Goods and then notwithstanding the provisions of sub-Clause 10.1 risk in the Goods shall pass to the Customer, delivery shall be deemed to have taken place and the Customer shall pay to the Supplier all costs and expenses including storage and insurance charges arising from such failure.
- 8.4 With effect from the Commencement Date

the Supplier shall, in consideration of the price being paid in accordance with these Terms and Conditions and quotation or accepted order provide the Services expressly identified in quotation or accepted order.

9 YOUR OBLIGATIONS

- 9.1 The Customer must use reasonable security precautions relating to their use of the Services.
- 9.2 The Customer shall not at any time attempt to circumvent any system security or attempt unauthorised access to any element of the Services.
- 9.3 The Customer warrants that the Customer information is, and will remain, accurate and will not include any information or material, any part of which, or the accessing or use of which would be a criminal offence or otherwise unlawful. In particular, the Customer warrants that all necessary licenses and consents (including but not limited to those from owners of copyrights or performing rights) have been obtained.
- 9.4 The Services must not be used in a way that does not comply with the terms of any legislation or any license applicable to the Customer or that is in any way unlawful.
- 9.5 The Customer shall comply with any reasonable instructions received from Country Connect Limited which we have issued for reasons of health and safety or to protect the quality of the Services provided to You or any other customer.
- 9.6 The Customer must have a lawful right to request works to be carried out at a location explicitly stated by the Customer and have the correct permissions already in place if required.

10 RISK AND RETENTION OF TITLE

- 10.1 Risk of damage to or loss of the Goods shall pass to the Customer at:
 - (a) in the case of Goods to be delivered at the Supplier's premises, the time when the Supplier notifies the Customer that the Goods are available for collection;
 - (b) in the case of Goods to be delivered

otherwise than at the Supplier's premises, the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when the Supplier has tendered delivery of the Goods; or

- (c) in the case of Goods being installed by the Supplier, the time that the Supplier notifies the Customer that the installation is complete.

10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Terms and Conditions, legal and beneficial title to the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods.

10.3 Sub-Clause 10.2 notwithstanding, legal and beneficial title of the Goods shall not pass to the Customer until the Supplier has received in cash or cleared funds payment in full of the price of the Goods and any other goods supplied by the Supplier and the Customer has repaid all moneys owed to the Supplier, regardless of how such indebtedness arose.

10.4 Until payment has been made to the Supplier in accordance with these Conditions and title in the Goods has passed to the Customer, the Customer shall be in possession of the Goods as bailee for the Supplier and the Customer shall store the Goods separately and in an appropriate environment, shall ensure that they are identifiable as being supplied by the Supplier and shall insure the Goods against all reasonable risks.

10.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier, but if the Customer does so all money owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

10.6 The Supplier reserves the right to repossess any Goods in which the Supplier retains title without notice. The Customer irrevocably authorises the Supplier to enter the Customer's premises during normal business hours for the purpose of repossessing the Goods in which the Supplier retains title and inspecting the Goods to ensure compliance

with the storage and identification requirements of sub-Clause 10.4.

10.7 The Customer's right to possession of the Goods in which the Supplier maintains legal and beneficial title shall terminate if:

- (a) the Customer commits or permits any material breach of his obligations under these Terms and Conditions;
- (b) the Customer enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986, the Insolvent Partnerships Order 1994 (as amended), or any other scheme or arrangement is made with his creditors;
- (c) the Customer is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors;
- (d) the Customer convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertaking or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the Customer, notice of intention to appoint an administrator is given by the Customer or any of its directors or by a qualifying floating charge-holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer.

11 CHANGES TO THIS AGREEMENT

11.1 Country Connect Limited may increase the amount payable by you for any Services by giving you one month's calendar notice in writing after the expiry of the Minimum Service Period. Exceptions are when you have entered into our inclusive arrangement of 12, 24 & 36 Month Tariff Agreements, who

will be exempt from increases, with the exceptions of RPI increases for the 12 Month Agreement. The Specified Agreement will continue as set out for the full period until Agreement End Date, whereas the contract will then revert to the Minimum Service Period Terms.

11.2 Country Connect Limited reserves the right to modify the Terms and Conditions of this Agreement. Where this happens, the updated Terms and Conditions will be uploaded to the Country Connect Limited website. The reasons we may make changes include, but are not limited to;

- (a) complying with any legal or regulatory obligation, decision or request;
- (b) changing the conditions relating to a Service in order to reflect contractual changes imposed upon us by our Suppliers;
- (c) introducing new products, improved Service features, variations that are necessary by virtue of any new law or regulation or as required by any regulator or other competent authority;
- (d) introducing process changes (including changes to the Acceptable Use Policy), provided that they are not to your detriment;
- (e) maintaining the integrity or security of the Service or any network;
- (f) improving clarity, or making corrections to typographical errors;
- (g) changing the processes and procedures detailed in any Service Description

11.3 Country Connect Limited will endeavour to notify You of any change at least 30 calendar days before it happens, save where our compliance with any legal or regulatory obligation requires a shorter period of notice or no notice.

11.4 In respect of changes to this Agreement made under clause 11.2 such changes shall not require a new Agreement to be signed

by the Parties and shall take effect at the expiration of such notice as is provided by clause 11.3.

11.5 Country Connect Limited may from time to time make test or trial services and/or promotional offers (“Offers”) available. Such Offers may be subject to specific terms and conditions (“Promotional Terms and Conditions”). Promotional Terms and Conditions may require a variation to this Agreement in which case You will be deemed to have accepted such variation on their acceptance of the Offer. Unless otherwise stated in the Promotional Terms and Conditions, an Offer may be amended or withdrawn by Us at any time and without notice. For the avoidance of doubt, We are not obliged to include You in any Offer made to other customers. Unless expressly permitted under the terms of a specific promotional offer, current and former customers, under the same or any other identity, are ineligible for any promotional offer reserved for new customers.

12 CHARGES

12.1 Except where otherwise set out in this Agreement, the price of the Goods and Services, all charges and other sums due from the Customer in respect of the Services shall be set out in the Quotation and / or Order Form and / or the Price List and / or the invoice relating to such Services.

12.2 The price quoted shall be valid for 30 days only or such lesser time as the Supplier may specify.

12.3 Charging will begin on the Operational Service Date or as otherwise set out in the Quotation or Order Form or Service Description.

12.4 The Supplier reserves the right, by giving written notice to the Customer at any time before delivery or provision, to increase the price of the Goods and/or Services to reflect any increase in the cost to the Supplier which is due to any factor beyond the control of the Supplier (including, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for

the Goods and services which are requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate information or instructions.

12.5 Except as otherwise stated under the terms of any quotation or accepted order or in any price list of the Supplier, and unless otherwise agreed in writing between the Customer and the Supplier, all prices are inclusive of the Supplier's charges for packaging and transport.

13 PAYMENT

13.1 Subject to any special terms agreed in writing between the Customer and the Supplier, the Supplier shall invoice the Customer for the price of the Goods and Services on or at any time after the accepted order has been received by the Supplier.

13.2 The Customer shall pay the price of the Goods or Services (without any set off or deduction of any kind) within 7 Days of the date of the Supplier's invoice or otherwise in accordance with such credit terms as may have been agreed in writing between the Customer and the Supplier in respect of the Contract. Payment shall be made on the due date notwithstanding that delivery or provision may not have taken place and/or that the property in the Goods has not passed to the Customer. The time for the payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

13.3 The Customer may be asked to pay a deposit immediately or at any time after the accepted order has been received by the Supplier.

13.4 Should the full payment for the Supplier's invoice not be cleared 3 days prior to provision of services the Supplier reserves the right to cancel the order, and the Customer will be liable for any costs.

13.5 All payments shall be made to the Supplier as indicated on the form of acceptance or invoice issued by the Supplier.

13.6 The Supplier is not obliged to accept orders from any customer or buyer who has not supplied the Supplier with references satisfactory to the Supplier.

13.7 If the Customer fails to make any payment on the due date then, without prejudice to

any other right or remedy available to the Supplier, the Supplier shall be entitled to:

(a) cancel the order or suspend any further deliveries or provision of Goods and Services to the Customer;

(b) appropriate any payment made by the Customer to such of the Goods and/or Services (or the goods and/or services supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and

(c) charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 10% per annum above the base lending rate of Lloyds Bank plc. and / or a late payment fee of £10, and withdraw any related Services, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

13.8 This condition applies if:

(a) The Customer fails to perform or observe any of its obligations hereunder or is otherwise in breach of the Contract;

(b) the Customer becomes subject to an administration order or enters into a voluntary arrangement under Parts I or VIII of the Insolvency Act 1986 or the Insolvent Partnerships Order 1994 (as amended) or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation;

(c) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer;

(d) the Customer ceases, or threatens to cease, to carry on business; or

(e) the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

13.9 If sub-Clause 13.8 applies then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be

entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

14 DISTANCE SELLING AND YOUR RIGHTS TO CANCEL

- 14.1 Once the Agreement has commenced the Customer has the right to cancel the Agreement within 14 days without giving any reason, in accordance with The Consumer Contracts Regulations 2013.
- 14.2 To exercise the right to cancel, you must inform Us of your decision in a clear statement, either by post or email. A cancellation form is also available on our Website.
- 14.3 In line with The Consumer Contracts Regulations 2013, commencement of delivery of service will not begin until after the 14-day cancellation period has expired. Estimated lead times are calculated from the end of this 14-day period.
- 14.4 You may request early supply of service through completion of an early supply request form, which is attached to the Order Form and is also available on our Website.
- 14.5 Completion of an Early Supply Request form is acknowledgement by You, that upon Our receipt of the form, your right to cancel without incurring liability has been lost.
- 14.6 If after the early supply of service, the Customer then exercises their right to cancel the Agreement, the Customer shall incur a charge which is in proportion to what has been performed until they have communicated us their cancellation from this Agreement.

15 ASSIGNMENT

- 15.1 The Supplier may assign the Contract or any part of it to any person, firm or company without the prior consent of the Customer.
- 15.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Supplier.

16 DEFECTIVE GOODS

- 16.1 If on delivery any of the Goods are defective in any material respect and either the Customer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as “condition and contents unknown” the Customer gives written notice of such defect to the Supplier within 3 Business Days of such delivery, the Supplier shall at its option:
 - (a) replace the defective Goods within 10 Business Days of receiving the Customer’s notice; or
 - (b) refund to the Customer the price for those Goods (or parts thereof, as appropriate) which are defective;
 but the Supplier shall have no further liability to the Customer in respect thereof and the Customer may not reject the Goods if delivery is not refused or notice given by the Customer as set out above.
- 16.2 No Goods may be returned to the Supplier without the prior agreement in writing of the Supplier. Subject thereto any Goods returned which the Supplier is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Supplier’s sole discretion the Supplier shall refund or credit to the Customer the price of such defective Goods but the Supplier shall have no further liability to the Customer.
- 16.3 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Supplier’s instructions (whether given orally or in writing), misuse or alteration of the Goods without the Supplier’s prior approval, or any other act or omission on the part of the Customer, its employees or agents or any third party.
- 16.4 Goods, other than defective Goods returned under sub-Clauses 16.1 or 16.2, returned by the Customer and accepted by the Supplier may be credited to the Customer at the Supplier’s sole discretion and without any obligation on the part of the Supplier.
- 16.5 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties,

conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

- 16.6 The Customer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Customer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Customer is carried out in accordance with directions given by the Supplier or any competent governmental or regulatory authority and the Customer will indemnify the Supplier against any liability loss or damage which the Supplier might suffer as a result of the Customer's failure to comply with this condition.

17 SUSPENSION

- 17.1 Country Connect Limited may suspend the Services without liability if:

- (a) We reasonably believe that the Services are being used in breach of this Agreement;
- (b) You do not cooperate with our reasonable investigation of any suspected violation of this Agreement;
- (c) there is an attack on the Services, or the Services are accessed or manipulated by a third party without Your consent;
- (d) payment is not received in accordance with the Agreement;
- (e) we are required by law or a regulatory or government body to suspend the Services; or
- (f) there is another event for which we reasonably believe that the suspension of the Services is necessary to protect the Country Connect Limited network or our other customers.

- 17.2 Country Connect Limited will give advance notice of any suspension under this clause of at least two (2) Business Days unless we determine in our reasonable commercial

judgement that a suspension on shorter or contemporaneous notice is necessary to protect Our systems or Our other customers from imminent and significant operational, legal or security risk.

- 17.3 If the Services are suspended due to the Services becoming compromised as a result of Customer owned or controlled systems or through the Customer's use of the Services, you must address the vulnerability prior to Country Connect Limited lifting any such suspension. At the Customer's request, We may be able to perform this work for You at our standard hourly rates.
- 17.4 During any period of suspension, the Customer agrees to continue to pay and to remain liable for all charges pursuant to the Agreement. Only by giving the standard notice to terminate and payment of any termination fees, can such charges be avoided during suspension.
- 17.5 If Services are suspended due to a Customer breach of the AUP, non-receipt of payment or due to the Services becoming compromised due to Your use of the Service, Country Connect Limited reserve the right to charge a reconnection fee which must be paid in full prior to the Services being restored. The amount of such charges vary with the Service and will be provided to the Customer in advance of any applicable suspension.

18 TERMINATION OF BROADBAND SERVICES

- 18.1 Once commenced, the Agreement shall continue until terminated by either party.
- 18.2 If the estimated Access Line Speed is below 5Mbps, Country Connect Limited agrees to discount the cost of the Service, as per Our Standard Price List to the lowest available Tariff.
- 18.3 If after the service has been installed the Access Line Speed subsequently drops below 5Mbps and we are not able to remedy the situation within 14 working days, the Customer may terminate this Agreement. Should the Customer wish to continue with the Service at 5Mbps or below we agree to discount the Service, as per Our Standard Price List and lowest available Tariff.

18.4 Notwithstanding the above Clause 18.3, if the Access Line Speed drops by more than 50% of the original Access Line Speed continuously for a 14-day period, the Customer may request a suspension of charges until rectified by Country Connect.

18.5 Country Connect Limited may terminate the Agreement for breach if;

- (a) the information provided by the Customer for the purposes of establishing the Services is materially inaccurate or incomplete;
- (b) the individual signing the Agreement or Order Form did not have the legal authority to enter into the Agreement on behalf of the Customer;
- (c) the payment of any invoiced amount relating to the Services is overdue and the Customer does not pay the overdue amount within four (4) Business Days of Country Connect Limited's written notice to You;
- (d) the Customer fails to comply with any other obligation stated in the Agreement and does not remedy the failure within thirty (30) Business Days of Country Connect Limited's written notice to You describing the failure;
- (e) the Customer breaches any provision of the Acceptable Use Policy more than once even if each breach is remediated; or
- (f) any other agreement the Customer has with Country Connect Limited for other Services is terminated for breach of the acceptable use policy applicable to that service.

18.6 Either party may terminate the Minimum Service Agreement by giving one (1) calendar months' notice in writing to the other. Please refer to clause 18.8 if you have entered into a specified service period agreement.

18.7 Cooling off period Non-Bespoke Builds – if you change your mind about a product that you have purchased from Country Connect, (with the exception of Bespoke Builds see

clause 18.8), you have a 14 day cooling off period (starting from the date your order is accepted by Country Connect) within which you can tell us in writing that you would like to cancel your order. You will be refunded in full, minus any costs incurred by Country Connect that are directly attributable to your order, *for example, should Installation services have already taken place you will be liable for any work already carried out, separate to your monthly Connection Tariff.*

18.8 Cooling off period Bespoke Builds –bespoke build orders are subject to a 10% non-refundable fee, applicable on order confirmation. Once the deposit has been received, and the install date has been confirmed, a 50% cancellation fee will apply should you change your mind within the next 7 days. Between 7 and 14 days after the install date has been confirmed, a 75 % cancellation fee will apply. You must tell us in writing that you would like to cancel your order.

18.9 If the Customer terminates the Agreement during the Specified or Minimum Service Period, the Customer must pay Country Connect Limited the early termination charges equating to 100% of the charges for the remainder of the Specified or Minimum Service Period.

18.10 Early Termination Charges are calculated by adding together the fixed amount you have agreed to pay on a monthly basis for your services for the remainder of your Agreement. *For example, you have a 36 month Agreement costing £33.99 per month and decide to terminate after 6 months, means you will pay an Early Termination Charge of 30 months x £33.99 monthly payments = £1019.70.*

18.11 You can choose to upgrade a service. We may apply a new minimum term or charge you an activation charge. Or we might let you carry over any minimum term you've got left on the agreement. We'll tell you at the time if that's the case.

18.12 If you choose to downgrade a service, early termination charges are applicable, see clause 18.10, unless you are eligible for the Social Tariff. Social Tariff terms and conditions can be found on the Country

Connect website.

19 LIMITATION OF LIABILITY

19.1 Country Connect Limited is not liable in contract, tort (including negligence) or otherwise for loss whether direct or indirect of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data, loss of reputation or for any indirect or consequential loss which arise out of or in connection with the supply of the Goods and Services or resulting from the Customer's use of or inability to use the Services.

19.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979 or revised updates of the Consumer Rights Act 2005) are, to the fullest extent permitted by law, excluded from the Contract.

19.3 Nothing in these Terms and Conditions shall exclude either party's liability for:

- (a) personal injury or death caused by its negligence;
- (b) for any matter which it would be illegal for the Supplier to exclude or attempt to exclude its liability; or
- (c) any fraud or fraudulent misrepresentation.

19.4 Country Connect Limited personnel may from time to time recommend third party software or other products and services for the Customer's consideration. Country Connect Limited makes no representation or warranty whatsoever regarding such products and services. The Customer's use of any products and services not provided by Country Connect Limited is governed by the terms of any agreement with the provider of those products and services, and is at Your sole risk. Country Connect Limited is not responsible in any way for the third-party product's performance, features or failures.

19.5 Country Connect Limited will indemnify the Customer, against claims or legal proceedings brought against You by a third party, arising out of Country Connect Limited's actual or alleged negligence or breach of law. You will notify Us of any such

claims and will keep Us informed as to the progress of such claims or proceedings.

19.6 The Customer will indemnify Country Connect Limited including their employees, agents and contractors against any claims or legal proceedings brought against Us by a third party, arising out of Your actual or alleged negligence, breach of law or a breach of the Acceptable Use Policy. Country Connect Limited will notify the Customer of any such claims and will keep You informed as to the progress of such claims or proceedings.

19.7 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.

19.8 The Supplier shall not be liable to the Customer or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations if the delay or failure was due to any cause beyond the Supplier's reasonable control.

19.9 Where the Customer consists of two or more persons such expression throughout shall mean and include such two or more persons and each or any of them. All obligations on the part of such a Customer shall be joint and several obligations of such persons.

20 INTELLECTUAL PROPERTY

20.1 The Customer agrees that, all copying, redistribution or publication of any material or information subject to any rights (including intellectual property rights) of a third party will be carried out by the Customer (or on their behalf) in accordance with all relevant Laws.

20.2 If Country Connect Limited or any of its customers is faced with a credible claim that the Services infringe the intellectual property of a third party, and We not reasonably able to obtain the right to use of the infringing element or modify the Services such that they do not infringe, then We may terminate the Services on reasonable notice of at least ninety (90) days and it will not have any liability on account of such termination except to refund amounts paid for Services

not used at the time of termination.

20.3 Where supplied, Country Connect Limited grants the Customer a non-exclusive, non-transferable license to use the Software to access the Services.

20.4 Where supplied, the Customer will not, without Country Connect Limited's prior written consent, copy or (except as permitted by law) decompile or modify the Software, nor copy any manuals or documentation.

20.5 Where supplied, you will sign any agreement reasonably required by the owner of the copyright in the Software to protect the owner's interest in that Software.

20.6 Each party retains all rights, title and interest in and to their respective trade secrets, inventions, copyrights and other intellectual property. Any intellectual property developed by Country Connect Limited during the performance of the Services shall belong to Country Connect Limited, unless we have agreed with you in advance in writing that you shall have an interest in the intellectual property.

21 CONFIDENTIAL INFORMATION

21.1 The parties will keep in confidence any information (whether written or oral) of a confidential nature (including software and manuals) obtained under this Agreement and will not disclose that information to any person (in the case of Country Connect Limited the employees of a Country Connect Limited Group Company who need to know the information) without the written consent of the other party.

21.2 This section 21 will not apply to:

- (a) Any information which has been published other than through a breach of this agreement;
- (b) Information lawfully in the possession of the recipient before the disclosure under this Agreement took place;
- (c) Information obtained from a third party who is free to disclose it;
- (d) Information which a party is requested to disclose and if it did not could be required

- by law to do so. The disclosing party shall notify the other in writing of such disclosure.
- (e) Information in response to a court order or other compulsory legal process, provided that each of us agrees to give the other written notice of at least seven days prior to disclosing confidential information under this clause (or prompt notice in advance of disclosure if seven days' notice is not reasonably feasible), unless the law forbids such notice.

Where information has been disclosed without prior notice the disclosing party must notify the other party as soon as possible thereafter (to the extent permitted by law).

22 COMMUNICATIONS

21.3 All notices under these Terms and Conditions and under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

21.4 Notices shall be deemed to have been duly given:

- (a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient; or
- (b) when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or
- (c) on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- (d) on the tenth business day following mailing, if mailed by airmail, postage prepaid.

22.1 All notices under this Agreement shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

23 FORCE MAJEURE

23.1 Neither party will be in breach of the Agreement if the failure to perform the obligation is due to an event beyond their control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other

organised labour action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

24 NOTICES

24.1 Notices given under this contract must be in writing and delivered by hand, or sent by prepaid post or electronic mail as follows:

- (a) To Country Connect Limited at the address of Our office shown on the Order Form or on the Customer's last invoice or any alternative address that Country Connect Limited notifies the Customer of;
- (b) To the Customer at the address to which they have asked Us to send invoices, or the address of the Customer's premises, or the Customer's given electronic mail address.

25 ASSIGNMENT

25.1 Neither party may assign or transfer any of their rights or obligations under this Agreement without the written consent of the other, except that Country Connect Limited may assign its rights or obligations (or both) to a Country Connect Limited Group Company without consent.

25.2 Country Connect Limited may use third party service providers to perform any or all parts of the Services, but Country Connect Limited remains responsible to You under this Agreement for services performed by its third-party providers to the same extent as if Country Connect Limited performed those services itself.

26 GENERAL

26.1 Neither failure nor delay by either party in exercising any 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.

26.2 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed

and the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision omitted.

26.3 This Agreement contains the whole agreement between the parties and supersedes all previous written or oral agreements relating to its subject matter other than any fraudulent misrepresentation.

27 THIRD PARTY RIGHTS

27.1 A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

28 DISPUTES, JURISDICTION AND GOVERNING LAW

28.1 Country Connect Limited will endeavour to resolve any disputes with the Customer. All disputes and complaints will be dealt with in accordance with our Customer Complaints Code, which can be found on our Website.

28.2 If the matter is not resolved through the escalation process set out in the Customer Complaints Code, the Customer may seek resolution through an Alternative Dispute Resolution procedure. Details of which can be found within the Customer Complaints Code.

28.3 This Agreement is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the Courts of England and Wales. Both parties agree that they will not bring a claim under the Agreement more than two (2) years after the event giving rise to the claim occurred.

29 DATA PROTECTION & GDPR (CC-COUNTRY CONNECT LTD)

29.1 Whether you are already a customer or have just shown an interest in becoming one will determine the information we collect.

Some of this information includes:

- (a) Your contact details (name, address, email, phone number)
- (b) Date of birth
- (c) Credit card, debit card, bank account and/or other payment information
- (d) Your IP address
- (e) If you've purchased products or services, then their details and how you

use them

29.2 We can collect information when you:

- (a) Register for information
- (b) Buy a service from us
- (c) Contact us by phone, email, live chat tools or mail.
- (d) Set up your online account
- (e) Visit or browse our website
- (f) Connect with us on social media
- (g) Enter a competition or complete a survey
- (h) Are referred to us by someone else for our products or services

29.3 Information we collect from you when you use our products and services:

- (a) Cookies are used on our website to collect information about your use of our website and your online account. Cookies are small text files that are stored on your device(s) – your laptop, mobile phone, tablet etc. and provide a way for the website to recognise you and keep track of your preferences. See our Cookies Policy, which can be found on our website.
- (b) When you use Country Connect Ltd services, we collect information about your use of those services including the following:
- (c) Call data (i.e. your telephone number, inbound / outbound caller number, time and duration of the call, your device details)
- (d) Usage data (i.e. frequency, time, location and duration of service usage, data traffic (internet / minutes) used per month)
- (e) Billing data (your financial details, bills and its components)
- (f) Payment and transaction data
- (g) Any other data necessary to perform line-of-business duties in relation to any services we provide

29.4 Occasionally we may receive information from third parties to supplement the information we already hold. This may include:

- (a) Information from other members of your household
- (b) Data received when you are referred for our products and services by someone else
- (c) Data from other companies or organisations who you have your

consent to share information about you with us

- (d) Information we get from reporting agencies such as credit reference agencies. This is financial information that allows us to assess whether you are creditworthy, confirm your identity, trace and recover debts and prevent criminal activity. Information about you will be exchanged on a continuing basis, including your settled accounts or outstanding debts. Credit reference agencies will share your information with other organisations. Your data will also be linked to the data of your spouse, any joint applicants or other financial associates. The identities of the Credit Reference Agencies and the way they operate are explained in more detail via <https://www.equifax.co.uk/crain>.

29.5 Third party data can come from a variety of places including:

- (a) Companies or individuals that introduce you to us
- (b) Credit Reference Agencies
- (c) Fraud Prevention Agencies
- (d) Market Researchers
- (e) Public Information sources such as the electoral roll

29.6 We use the information we hold about you in several ways. Where it's necessary to perform our contract with you:

- (a) To determine if you are eligible for our products and services and whether they're available in your area
- (b) To process your orders for our products and services and to bill you for the same
- (c) To provide you with the products and services you have ordered from us
- (d) To provide access to your online account
- (e) To respond to any questions or complaints you may have regarding our products and services

29.7 Where you've given us your consent:

- (a) To send you details of products, services, special offers and rewards that we think will be of interest to you. You can opt out of receiving this information.
- (b) To occasionally carry out market research

- (c) To administer contests and competitions

29.8 Where you have given us your information on the basis of consent, you've the right to withdraw this consent at any time. You can do this by following the unsubscribe links in any email or text marketing, calling 01633 530 519 or emailing info@country-connect.co.uk to let us know your preferences. Prior to the removal of your consent, the legality of anything we've done with your data up until that point will not be affected.

29.9 Processing activities based on a legitimate interest are:

- (a) To provide you with information and updates in relation to the products and services you've purchased from us
- (b) To enable us to gain customer feedback
- (c) Defining types of customers for new products or services and personalise service offers to you
- (d) To check your credit information with credit rating agencies to guarantee payment of our services
- (e) Complying with any laws and regulations that apply to us
- (f) To provide you with access to additional services, such as VoIP
- (g) To analyse your telephony and mobile internet data to prevent fraud and warn you about nuisance calls
- (h) Insuring against or obtaining professional advice that is required to manage Country Connect Ltd risk

29.10 Where we've got a legal obligation to process personal information, Country Connect Ltd is required to capture, retain and share some personal data for legal reasons such as:

- (a) When unauthorised or illegitimate content needs to be blocked
- (b) Responding to courts and enforcement authorities
- (c) To help authorities with any security, crime or anti-terrorism enquiries
- (d) To prove compliance with anti-money laundering rules
- (e) To ensure any other regulatory requirements linked with treating customers fairly and processing records properly are completed

29.11 Its hugely important to us that your personal information is a secure and protected and we have strict controls in place to make sure it is. For instance, if we share any information with third parties (such as those that provide services to us or act on our behalf), we only do so when we know they value your privacy to our standards. Where we share your personal data with another company, we make sure that they respect your data protection rights too.

29.12 Sometimes, we provide information about you to others when required. Such as:

- (a) To our employees and engineers so they can perform installs, provide support and deal with any questions or complaints you've got about your account with us and/or the products and services provided to you by Country Connect Ltd now or in the future
- (b) To search the files of a credit reference agency, which will keep a record of that search, when you apply for service. This is so that we can confirm you are eligible for our products and services and guarantee you will make a regular payment for those
- (c) Details of how you conduct your account with us may also be disclosed to the credit reference agency. This information may be used by other organisations in assessing applications from you and members of your household
- (d) For the purposes of fraud prevention and screening preventing nuisance calls
- (e) We may use aggregate information and statistics which can help us develop our services. These statistics do not include information that can be used to identify any individual, and maybe shared with third parties, including content partners and advertisers
- (f) When we create marketing campaigns, special offers and promotions targeted for you with the help of an agency, or our partner companies who provide you with customer service on our behalf or help deliver/provide the product or service you have chosen
- (g) Our service providers for us to provide

our services to you, for example upstream network suppliers

- (h) We may share your information to comply with legal and regulatory obligations to protect or enforce our rights or that of a third party such as analysing activity on our network to help block unauthorised or illegal content access or publication; for the purpose of protecting vital interests, national security, statutory obligations or responding to requests from courts and enforcement authorities
- (i) Companies that you ask us to share your data with
- (j) If you use Direct Debits, we'll share your data with the Direct Debit scheme

29.13 We won't pass on your personal information to third parties except in accordance with this policy and our Terms and Conditions or where we are required to disclose that information in order to comply with any legal or regulatory requirements.

29.14 We'll only keep your information for as long as necessary for cases such as you need to access your records, or there's a dispute that needs resolving.

29.15 We take the security of your information very seriously. Any information sent to us is protected using robust security methods. The methods we use are industry-standard ensuring data is safeguarded whilst being sent over unprotected communications paths such as the internet. Once we have your data, we store it securely and only provide access to it by authorised personnel. Although we safeguard your personal information once received, Country Connect Ltd cannot guarantee the safety of any personal information you transmit to us using online methods.

29.16 Our security measures include:

- (a) Encryption of data where appropriate
- (b) Regular penetration testing of systems
- (c) Security controls which protect the Country Connect Ltd infrastructure from external attack and unauthorised access
- (d) Training for employees on security and privacy

29.17 We'll never ask you for your Country

Connect Ltd identification or on-line passwords directly associated with your Country Connect Ltd account in any unsolicited phone calls or unsolicited emails. In accordance with our Terms and Conditions, you are responsible for keeping your password secure and we very strongly recommend you do not disclose it to anyone as this will give them access to your account and personal information, allowing them to potentially incur charges.

29.18 Your data will be collected and stored safely, for the time necessary to operate services provided to you by Country Connect Ltd and/or based on the reasons that we process your personal data. We will not keep it longer than required, and afterwards it'll either be destroyed or anonymised.

29.19 When determining the relevant time we store information periods, we take into account factors such as:

- (a) Legal obligation(s) requiring data to be kept for certain periods of time
- (b) (Potential) disputes
- (c) Guidelines issued by the UK's data protection authority.

29.20 A couple of examples of how your data is kept:

- (a) Unless you ask us not to, we store your personal details (i.e. name, surname, contact details) for up to two years after you stop being our customer. This is to allow us contact you in case you change your mind
- (b) We keep your billing data for 7 years, for tax purposes.

29.21 It's your right to have access to clear, easy-to-understand information about your details. If any details are inaccurate you have got the right to have them corrected. You also have additional rights such as the right to erasure and the right to restrict processing, which give you more control over your information.

29.22 The rights you have regarding your data:

- (a) The right to be informed
You have the right to be provided with clear, transparent and easily understandable information about how we use your information and your rights. Our Privacy Statement and Data Protection Policy provides all this information.
- (b) The right of access
You can request to know what information we have about you, at any time. So

you're aware and can check that we're using your information in accordance with data protection law, you have the right to gain access to your information (if we're processing it), and certain other information (similar to that provided in our Privacy Statement and Data Protection Policy).

(c) The right to rectification

If your information is inaccurate or incorrect you are entitled to have it amended. Just let us know what needs to be changed.

(d) The right to erasure

This is also known as 'the right to be forgotten' and, in simple terms, enables you to request the deletion or removal of your information where there's no compelling reason for us to keep using it. This is not a general right to erasure; there are exceptions.

(e) The right to restrict processing

You have rights to 'block' or suppress further use of your information. When processing is restricted, we can still store your information, but may not use it further. We will keep a list of people who have asked for further use of their information to be 'blocked' to make sure the restriction is respected.

(f) The right to object

You have the right to object to certain types of processing, including processing for direct marketing. We would only direct market to you with your consent.

29.23 You are not required to pay any charge for exercising your rights. If you make a request, we have one month to respond to you.

29.24 To exercise any of these rights at any time, contact us on calling 01633 530 519 or emailing info@country-connect.co.uk.

Please initial to confirm you have read and agree to our Terms and Conditions