

Mobile terms & conditions - billed by Third Party or Network

YOUR COMPANY MOBILES LIMITED -Terms & Conditions of Business – version 1.2

1. DEFINITIONS

“Agreement” the contract between you and us which consists of the Service Agreement, these Terms and Conditions and any further conditions relating to specific individual services.
“Customer/Or You” the person or company entering into this Agreement and the recipient of the Equipment.
“Equipment” any equipment supplied by the Supplier to the Customer which is approved for connection to the airtime network together with (if appropriate) a SIM card and accessories.
“Minimum Period” the period of service as provided by the Service Agreement which for the avoidance of doubt shall be from the date of the verification call until the expiration of the agreement with the Nominated Airtime Provider.
“Nominated Airtime Provider” the company or body nominated by the Supplier to provide a service agreement.
“Service Agreement” the terms and services together with the tariff which you will be charged by the Nominated Airtime Provider and which you agreed and accepted by recorded telephone call. The effective date of the Service Agreement shall be the date of the verification call to the Customer and shall be a legally binding contract.
“Supplier/Or Us/We” Your Company Mobiles Limited
“Business Terms and Conditions” UK and International rates and charges are available on request via email cs@yourcompanymobiles.com

2. THE AGREEMENT AND ORDER

- 2.1 A quotation by us does not constitute an offer and may be withdrawn or revised at any time prior to us accepting your order. Any order placed by the Customers with us whether or not in response to a quotation shall constitute or be deemed to have constituted an offer to us to acquire the Equipment or services on these terms and conditions and we shall have full discretion in accepting or rejecting any orders.
- 2.2 Our sales representatives are trained to check that the person who is entering into the Service Agreement on behalf of the Customer is duly authorised to do so. In accordance with accepted commercial practice, unless otherwise specifically rebutted it will be assumed that the Directors or Partners have actual authority. A Company Secretary or equivalent will be assumed to have apparent authority unless otherwise indicated. They will also ensure that the Customer fully understands the extent and nature of the Service Agreement and intends to contract with Your Company Mobiles Limited. In addition a designated member of the Company’s staff will make a verification call to the Customer to ensure that the correct information has been given before the sales representative leaves the Company premises. This call and that which constitutes the basis of the Service Agreement may be recorded for training or monitoring purposes.
- 2.3 You shall be responsible for ensuring that the Equipment

you purchase is of the correct specification for its intended use and location.

- 2.4 It may be necessary from time to time to make changes in the specification of the Equipment to make it conform with any applicable safety or other statutory requirements or to make it reflect changes in the manufacturer’s specification but these will not materially reduce the quality or performance of the Equipment.
- 2.5 This Agreement shall be operative for the Minimum Period.
- 2.6 The Equipment (with the exception of the SIM card) shall remain the property of the Supplier unless it shall have been purchased outright and fully paid for at the time of delivery until the expiration of the Service Agreement when the Supplier will pass title of the Equipment to the Customer.
- 2.7 You agree that during the term of this Agreement that you will not terminate nor upgrade the Service Agreement through the agency of any outside third party and in the event that you should do so then the provisions of clauses 9 and 10 hereof shall apply.
- 2.8 You agree that during the term of this Agreement that you will at all times, purchase all Equipment of whatsoever kind from us at the prices set out in clause 3 hereof and to this extent we shall be deemed to be your sole Supplier of Equipment.
- 2.9 You will provide us with such information and/or documentation as may reasonably be required to implement this Agreement or the Service Agreement.

3. PRICES

- 3.1 Subject to clause 3.2, the prices of the Equipment shall be those in our quoted price (which we can change in case of an error) or, where no price has been quoted (or a quoted price is no longer valid) the price contained in our price list current at the time of dispatch and which price shall be accepted in writing as provided in clauses 2.1 and 2.2 hereof.
- 3.2 We shall have the right at any time to withdraw any discount and/or to revise prices to take into account increase in costs including, inter alia, costs of any goods, materials, carriage, labour or overheads or the increase or impositions of any tax duty or other levy and any variations in exchange rates.
- 3.3 Unless otherwise specified quoted prices are exclusive of the costs of transport, insurance, value added tax, customer duties and all other taxes and charges.
- 3.4 The cost (if any) of fitting the Equipment is only included in the price if the written quotation or invoice specifically states this to be the case.



- 3.5 All prices quoted on any customer purchase order are only valid up to the point of upgrade.. The point of upgrade is at the discretion of Your Company Mobiles. If the customer chooses not to upgrade at that point then pricing will revert to the standard network rates without subsidy
- 3.6 All line rental quoted as subject to RPI related price increases in April each year
- 3.7 You will be liable for any out of bundle call charges with current prices being detailed on our website and subject to change
- 3.8 We may set and change credit limits for charges based on credit checks and information we hold about You. We can suspend your access to the services if this limit is exceeded. Charges are not capped by any limit we set under this point, as some Charges, for example international and Roaming call charges, may not be recorded against your account immediately, and the charges incurred could therefore exceed your credit limit before Your account is suspended under point 3.6. We may, in certain circumstances, allow you to set your own limits for selected charges on your account, but charges are not capped by any limit as a result of late landing roaming usage, international calls and data usage. We can and may suspend your access to the services if this limit is exceeded. Where you are allowed to set such a limit and subsequently request for the limit to be removed, this limit can only be re added the following month and you will be liable for all chargeable calls in the month where limit was removed

4. TERMS OF PAYMENT

- 4.1 Subject to any special terms agreed in writing between you and us, we shall be entitled to invoice you and you shall pay for the price of the Equipment either upon collection or prior to despatch or delivery.
- 4.2 If the cost of fitting the Equipment is included in the price then you are required to pay us the price of the Equipment when the order is accepted in writing by us.
- 4.3 As time is of the essence to this Agreement if you fail to make any payment on the due date then, without prejudice to any other right or remedy available to us we are entitled without recourse to the courts to require immediate payment of all outstanding sums, cancel this Agreement between you and us, delay or suspend any order or further order.
- 4.4 Any extension of credit allowed to you may be varied or withdrawn at any time and interest shall be payable on all overdue amounts accruing on a daily rate of 6% over the base lending rate from time to time of Lloyds TSB PLC, until receipt of the full amount due whether before or after judgement. You will also indemnify us and pay us on demand any out of pocket expenses that we incur in relation to the recovery of any overdue amounts.

5. DELIVERY, RISK AND PROPERTY

- 5.1 We shall not be under any liability to you in respect of any failure to deliver the Equipment on any particular date or dates nor shall a delay in delivery be a basis for cancellation of any order by you as all delivery dates supplied in any quotation, order, acceptance or elsewhere are approximate and not of contractual effect.
- 5.2 Subject to any other provision in these terms and conditions once the Equipment has been delivered to

you as specified in the order, collected by you and/or fitted in your vehicle or placed with any carrier or transport provided by you then all risk of damage to, or loss of the Equipment shall pass to you.

- 5.3 your Mobile Phone on the basis that you enter into an agreement with the Nominated Airtime Provider.
- 5.4 Until such time as the ownership of the Equipment passes to you then you shall hold the same on our behalf and keep it safe and identified as our property and we shall be entitled to request its return to us at any time.
- 5.5 In the event that you are duly performing all your obligations under the agreement with your Nominated Airtime Provider then we agree that we will not exercise our right under clause 5.4 hereof.
- 5.6 In the event that you fail to pay your first two invoices issued by your Nominated Airtime Provider and we supplied to you a Mobile Phone/Smart Phone on the basis that you enter into and comply with the terms of the agreement with the Nominated Airtime Provider then we will be entitled to exercise our right to blacklist the Mobile Phone/Smart Phone on the Central Equipment Identity Database.

6. WARRANTIES, REPLACEMENTS AND RETURNS

- 6.1 Subject to below the Equipment, where new, is sold with the benefit of and subject to manufacturer's warranty and guarantee.
- 6.2 No liability will be accepted for any defect resulting from fair wear and tear, accidental or wilful damage, negligence, rain, water or other liquid damage, abnormal working conditions, failure to follow the manufacturer's written or oral instructions or misuse, alteration or repairs to the Equipment without the manufacturer's approval.
- 6.3 No liability will be accepted under any warranty or guarantee where the purchase price for the Equipment as provided in clause 5.3 hereof has not been paid and consequently ownership has not passed to you.
- 6.4 Subject to clause 6.5 hereof, if a valid warranty claim is made under the manufacturer's warranty and guarantee then we will replace or repair (at our discretion) the Equipment free of charge. You must first contact our customer services team on 0333 038 5363, then you must re-package your Mobile Phone ensuring that it is returned along with the original accessories. Please ensure that the package is securely wrapped and return it by Royal Mail Special Delivery to: Your Company Mobiles Limited, Suite B, Second Floor, 84 Uxbridge Road, LONDON, W13 8RA. The reason for using Royal Mail Special Delivery is that you are protected through their insurance should the Mobile Phone go missing in the post. After the expiry of the warranty period or if you fail to return the original accessories then we will make a charge for either.
- 6.5 Subject to the above we shall (at our or the manufacturers option) have the right to fulfil our obligations under clause 6.4 hereof by refunding the price you paid for the Mobile Phone (if it was an outright purchase) or a



proportionate part depending upon age and condition. This will be the extent of our liability to you.

- 6.6 Other than set out above we shall not be under any obligation to exchange, repair or replace the Equipment or provide any refunds. You accept that you are solely responsible for ensuring the back up of any important data stored on the Equipment prior to its return for repairs and you acknowledge that we will not be liable if any such data (including logos or ringtones) are lost during repairs or if the Equipment is exchanged.
- 6.7 These provisions in this clause 6 do not affect your statutory rights.

7. EXCHANGE AND REFUND

It is not our policy to exchange Equipment or provide a refund in respect of Equipment with which you are not satisfied unless we are required to do so under clause 6 hereof or exercise our right under clause 6.5. In certain circumstances (and in our absolute discretion) however we may be prepared to consider an exchange or refund.

8. LIABILITY

- 8.1 Nothing in these Terms and Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.
- 8.2 Except as provided by clause 8.1 above we shall not be liable to you in contract, tort, negligence, pre-contract or other representations or otherwise arising out of our obligations under these terms and conditions including loss or damage (including) loss of business, contracts, costs, expenses, profits or anticipated savings or for any indirect or consequential economic loss whatsoever suffered by you as a direct or indirect result of the supply of the Equipment by us being prevented, hindered, delayed or tendered uneconomic by reason of circumstances or events beyond our reasonable control which shall include but not be limited to Act of God, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials or transport or other circumstances affecting the supply of the Equipment or accessories from our normal source of supply or the manufacture of the goods by our normal means or the delivery of goods by our normal means of delivery.
- 8.3 Each provision of this clause excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held to be inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiry or termination of this Agreement.

9. EARLY TERMINATION CHARGE

In the event that as part of the Agreement between us we agree to discharge the Early Termination Charge payable by you to your previous Nominated Airtime Provider then we shall only be liable to discharge the actual Early Termination Charge of your previous Nominated Airtime Provider and shall be under no liability whatsoever to discharge any other costs or charges incurred by you in respect of the early termination of your previous agreement to provide airtime services including (but not limited to) those of any other third party with whom you may have

previously contracted to supply you with mobile phone services and/or Equipment or line rental payments unless verified by us in the telephone call between us confirming your acceptance of the Agreement.

10. TERMINATION OF YOUR AGREEMENT WITH YOUR NOMINATED AIRTIME PROVIDER

You have entered into a legally binding contract with us but if for any reason whatsoever:-

- i. Your Nominated Airtime Provider ends its agreement with you in accordance with its terms (including but not limited to your failure to make your payment obligations during the Minimum Period) or
- ii. You terminate the agreement with your Nominated Airtime Provider for any reason within the Minimum Period.

Then in addition to discharging all your liability to your Nominated Airtime Provider you must return the Mobile Phone/ Smart Phone (unless purchased outright by you) to us at the address and in the manner set out in clause 6.4 hereof or retain the Mobile Phone/Smart Phone in which case you agree to pay us the purchase price of the same or a proportionate part depending upon age and condition.

11. TERMINATION OF YOUR AGREEMENT WITH US

- 11.1 Although under Regulation 5 of the Consumer Protection (Distance Selling) Regulations 2000 as amended you have no right to cancel this Agreement (subject to 11.1 iii) we will allow you to cancel the same subject to the following:-
- i. You confirm to us by telephone on 0333 038 5363 that you wish to cancel the Agreement, at our discretion.
 - ii. If you are contracted to Your Company Mobiles Ltd as a business customer, there is no right to terminate the agreement at any time before the Minimum Period; any such termination will be subject to clause 11.3 of this document.
 - iii. If you are contracted to Your Company Mobiles Ltd as a consumer customer, under the Consumer Protection (Distance Selling) Regulations 2000 you will have the right to terminate the agreement within 7 working days from receipt of the equipment supplied. This is subject to the manner referred in clause 6.4 and the correct cancellation documents being supplied to Your Company Mobiles within this time frame.
 - iv. Subject to us subsequently agreeing, through your in life account management team, to cancel this Agreement then you will be provided with a returns authorisation number which must be clearly shown on the outside of the return package and you must then return the Equipment to the address and in the manner referred to in clause 6.4 to be received by us within 7 working days from receipt of the equipment.
 - v. You have not used the Equipment in any way whatsoever i.e. made phone calls, sent texts taken



photographs or used any of the functions available and have merely visually inspected the Equipment.

- 11.2 Either party may terminate this Agreement at the end of the Minimum Period by giving to the other party not less than thirty (30) days notice in writing to take effect on or at any time after the end of the Minimum Period.
- 11.3 If you terminate this Agreement or that with the Nominated Airtime Provider before the end of the Minimum Period then in addition to the provisions of clause 9 hereof you agree to pay to us a cancellation charge calculated by reference to the number of months remaining of the Minimum Period multiplied by the monthly rental which you had been paying to the Nominated Airtime Provider immediately prior to the termination.
- 11.4 In the event that you choose to terminate this agreement before the nominated operators airtime agreement has started and before any hardware (including sim cards) has been despatched then, instead of exercising clause 11.3 we may solely at our discretion charge a termination fee of £15 per connection/line that was ordered.

12. DATA PROTECTION

- 12.1 All information that we hold concerning you as an individual, firm or company ("data") will be held and processed by us strictly in accordance with the provisions of the Data Protection Act 1998. Such data will be used by us to provide you with the services that are the subject of this Agreement and the agreement with your Nominated Airtime Provider, for related purposes and for the purposes set out in clause 12.2. We will not, without your consent, supply any data to any third party except where (1) such transfer is a necessary part of the services that we undertake, (2) we are required to do so by operation of law, or (3) we share information for the purpose of managing and administering our relationship with Nominated Airtime Providers.
- 12.2 We would like to use the information that we have about you and your use of the agreement with your Nominated Airtime Provider (this includes information about your bill size, the numbers you call and the times you call) to inform you by automated means or otherwise, including by writing, email, fax, mobile text message, telephone, post and via world wide web, WAP and similar sites, subject to any preferences indicated by you at the time you apply to enter into this Agreement or subsequently, about the products, services, pricing packages and special offers which we and those of carefully selected third parties provide and which we believe may be of particular interest to you. By accepting these terms and conditions you consent to our and the above thirds parties contacting you with that information. However, if you do not wish to receive that information then please contact us by writing at Suite B, Second Floor, 84 Uxbridge Road, LONDON, W13 8RA stating your full name, address, account number or agreement number and mobile telephone number.
- 12.3 An individual has the right under the Data Protection Act 1998 to obtain information, including a description of the data that we hold on you. Should you have any queries concerning that right then please contact us at the address shown in clause 12.2 above.
- 12.4 You should be aware that if we are requested by the police or any regulatory government authority investigating suspected illegal activities to provide your

user information or information concerning your activities whilst using the Mobile Phones/Smart Phone then we must do so. We also reserve the right to disclose individually identifiable information to third parties where a complaint arises concerning your use that is deemed by either ourselves to your Nominated airtime Provider to be inconsistent with these terms and conditions.

13. COMPLAINTS

In the event that you wish to make a complaint about the service that we offer to you then we have a complaints procedure that will be implemented upon receipt of written notice of such complaint via email addressed to Your Company Mobiles Ltd, Suite B, Second Floor, 84 Uxbridge Road, LONDON, W13 8RA or email cs@yourcompanymobiles.com

14. WAIVER

Failure by us to exercise or enforce any rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

15. GENERAL

- 15.1 Any notice required to be sent to us shall be in writing and may be delivered by hand or sent by first class post to our address as stated in clause 6.4 hereof. Should we need to send notices to you then these must be in writing and may be delivered by hand or sent by first class post to your address as shown in your order or given to us during the application process or sent by e-mail to the address shown in your order or any other e-mail address that you have supplied to us for this purpose. Notices sent by first class post shall be deemed to have been given 24 hours after posting and notices delivered by hand or given by email shall be deemed to have been delivered the day after the notice is sent.
- 15.2 These terms and conditions shall be construed in such fashion as to be effective and valid under applicable law and shall be construed separately and independently of each other. If any provision is declared void, illegal or unenforceable by a court of competent jurisdiction with respect to particular circumstances then such provision shall remain in full force and effect in all other circumstances. If any provision is declared entirely void, illegal or unenforceable by a court of competent jurisdiction then all other provisions of these terms and conditions shall remain in full force and effect.
- 15.3 Third parties may not benefit from this Agreement under the Contracts (Rights of Third Parties) Act 1999 and you may not assign all or any of your rights under this Agreement or any variations or amendment thereto.
- 15.4 Any complaints regarding this Agreement or any of the services provided by us may be made in writing to Customer Services, Your Company Mobiles Limited, Suite B, Second Floor, 84 Uxbridge Road, LONDON, W13 8RA
- 15.5 This Agreement shall be governed by and construed in accordance with the laws of England

