

Service Specific Terms and Conditions for Mobile Services

1. Definitions

1.1 In these Conditions the following terms shall have the following meanings: -

"Connection Charge" means the relevant one-off sum to be charged for connection to the Service as detailed in the Order Form.

"Connection" means the connection of the Mobile Phone/SIM Card to the Network.

"Connection Date" means the date of connection.

"Credit Limit" means a financial limit applied for charges incurred under this Agreement.

"Customer Cashback" is as set out in the Order Form.

"Customer Contribution" is as set out in the Order Form.

"Digital Mobile Phone" is the Equipment used on the Digital GSM Specification Network.

"Disconnection Notice" means a notice to disconnect one or more items of Equipment or devices from the wireless services.

"Equipment/Device Subsidy" means the subsidy applicable to any item of Equipment for the relevant Minimum Period.

"Kit Fund" is as set out in the Order Form.

"Line Rental Rebate" is as set out in the Order Form.

"Network" means any telecommunications network available from the Service Provider.

"Order Form" means the order document, in a form provided by the Service Provider or any additional order information agreed by the Parties in writing (including e-mail), accepted by the Service Provider to order the Service subject to the Agreement;

"SIM Card" means Your Identity Module, which is a unique card containing information and when used with a Digital Mobile Phone, enables access to the Services.

"Services" means the telecommunications services provided by means of the Network.

"System" means the cellular GSM UK Network

"Termination Fee" means the Charges in respect of each device or SIM Card disconnected from the wireless service, as detailed on the Order Form and the Standard Terms and Conditions. Early termination can only be agreed between You and the Service Provider with network approval.

"You/Your" means the person, firm or service provider specified on the Order Form and any other person appearing to act within that person's, firms, or company's authority.

1 Agreement for the Sale and Purchasing of Equipment

1.1 The Service Provider agrees:

1.1.1 To use its reasonable endeavours to ensure that all Equipment when delivered is in full working order; and performs in accordance with the manufacturer's description and specification.

1.1.2 Its obligation to sell and supply Equipment shall cease as and from the date that the Agreement terminates (although the Service Provider may thereafter sell and supply Equipment at its discretion).

1.2 Acceptance of the Equipment by You shall take place when You take delivery or possession of the Equipment.

1.3 Where Equipment is provided to You on a free of charge basis, then notwithstanding delivery and acceptance of the Equipment title in the Equipment shall remain with the Service Provider. Following any upgrade of Equipment or disconnection the Equipment from the wireless service the Service Provider shall reserve the right to request the safe return of the Equipment from You to the Service Provider. You shall keep the Equipment in good working order during the period of use.

1.3.1 The Service Provider reserves the right to charge You any applicable replacement or repair charges at the current price in place for any Equipment that is not returned to the Service Provider in accordance with the provisions of this clause 1.3.

1.4 Risk in the Equipment will pass to You upon delivery and You will be liable for any loss or damage of the same and from the time when the Equipment is delivered to the delivery location specified in the Order Form unless the damage is caused by the negligence of the Service Provider or any third party engaged by the Service Provider.

1.5 You agree;

1.5.1 That any telecommunications Equipment provided by the Service Provider for the purpose of providing the airtime service shall remain the property of the Service Provider and You shall be responsible for its proper use. If any part of such telecommunication Equipment is lost or destroyed, (except for fair wear and tear) You shall pay the Service Provider its replacement value. You shall not interfere with or permit any third party to interfere with such telecommunication Equipment.

1.5.2 If any cellular Connection is not being used for commercial purposes which include chargeable calls or data transmission during the first 90 days following the Connection Date then the Service Provider shall be entitled to charge, claw-back or adjust any payments, tariffs or discounts made or given in respect of that Connection.

1.6 You agree in using the SMS Services:

1.6.1 Via the airtime Service or other leased, or indirect access to a device which is not connected to the Service Provider airtime may incur additional inter-connect charges in respect of the transfer of messages to another mobile network operator service and the Service Provider reserves the right to invoice You such Charges, and You agree to pay such charges.

1.6.2 That each device or Equipment is capable of receiving SMS text messages which may originate from a variety of sources and where as such, the Service Provider has no knowledge of, involvement with, or liability for the specific content of any SMS text messages sent to Your Equipment or device, which originate from such sources.

1.7 The Service Provider Agrees to:

1.7.1 Endeavour to supply a reliable service of engineers for Services rendered by the Service Provider. The Service Provider will not be responsible for any repairs or Equipment failed to work when third party engineers have been designated to complete a job requested by You or any party with authority to the mobile account.

1.7.2 The Service Provider will not be responsible for any loss of Service or business, if any third party supplier does not show for the job or the job is not of high calibre. The Service Provider is only the supplier for the Service rendered and will not be responsible for any damages.

1.8 The Service Provider may amend the tariffs as set out in the Service Provider's published tariffs or as detailed on any applicable Order Form by giving written notice. Where the change is due to a change in the rates payable by or to the Service Provider, the Service Provider will provide as much notice as reasonably and practicably possible. In all other cases, the Service Provider will provide 25 days' notice.

2 Delivery and risk of Equipment

2.1 The goods/Equipment shall remain the property of the Service Provider until paid for in full by You and the Minimum Period is completed.

2.2 A 50% re-stocking fee will be charged for non-defective products returned by You. Returning Equipment has to be accompanied by all accessories & original undamaged outer packaging for a credit note to be issued.

2.3 Upon receipt of goods by You or any representative of, if a product shortfall, alleged defect or discrepancy is identified then the Service Provider must be notified within 2 business working days of receipt otherwise a claim for product shortfall will not be valid.

2.4 Except as expressly provided in this agreement by the Service Provider all warranties, conditions of terms, (whether expressed or implied by statute or common law or otherwise) as to the quality of their Services or their fitness for any particular purposes are hereby excluded to the fullest permitted by law.

2.5 The Service Provider shall not be liable to You or be deemed to be in breach of the Agreement by reason of any delay in performing or failure to perform any of its obligations if the delay or failure was due to any cause beyond the reasonable control of the Service Provider.

2.6 The Service Provider reserves the right to charge carriage in circumstances where You refuse to accept delivery of goods supplied by the Service Provider in response to a duly authorised order received from You.

2.7 If by reason of refusal or delay of delivery or installation the Equipment shall be deemed to have been delivered by the Service Provider and payment of the balance shall be immediately made by You to the Service Provider.

2.8 Any Equipment (or part) which has been returned and replaced by the Service Provider, shall become the property of the Service Provider.

2.9 The Service Provider reserves the right to charge on a quantum meruit basis for the costs of repairs and/or call-outs where the damage has resulted from misuse or unauthorised repair or alteration of the Equipment, or from normal wear and tear.

2.10 Neither acknowledgement of receipt nor investigation by the Service Provider of any claim hereunder or consent given hereunder shall constitute or imply admission by the Service Provider of any liability in respect of such claim.

2.11 You acknowledge and agree that the rights and remedies provided to You (in connection with any defect in the Equipment resulting from faulty design, materials or manufacture or installation) under this condition 3 shall be Your sole and exclusive remedies in respect of any defect in the Equipment resulting from faulty design, materials or manufacture or installation.

3 Service Standards

3.1 You acknowledge that the Service Provider is entirely dependent on its suppliers and the Network operators in relation to the quality of airtime, in terms of line clarity and call interference; and the geographic extent of the airtime coverage, and local geography, topography and / or atmospheric conditions and/or other causes of physical electromagnetic interference that may from time to time adversely affect the provision of airtime.

3.2 The Service Provider may, where ever reasonable from time to time and without notice suspend the wireless services and provision of customer services in accordance with the service charter and at its discretion suspend the provision of the wireless service to the device in any of the following circumstances without prejudice to its right hereunder, provided that it shall use reasonable endeavours to restore the wireless service, the service charter and reconnect the device as soon as reasonably practicable:

3.2.1 During technical failure, modification or maintenance of the telecommunication systems by which the wireless service are provided;

3.2.2 During technical failure, modification or maintenance of the Service Provider systems by which the customer service in line with the service charter are provided;

3.2.3 If You fail to comply with the terms of this agreement after being given written notice of Your failure (including but not limited to failure to pay any sums due hereunder) until such failure to comply is remedied;

3.2.4 If You allow anything to be done which in the Service Provider's reasonable opinion may have the effect of jeopardising the operation of the wireless services, or the System or attainment of the service charter;

3.2.5 If in the reasonable opinion of the Service Provider, the wireless service is being used in a manner prejudicial to Your interest and/or to the interest of the Service Provider;

3.2.6 At its discretion the Service Provider may suspend any device from making calls (other than to the emergency service) and disconnect the Device if the Service Provider has reasonable cause to suspect fraudulent use of any payment method, the device's SIM card or the device itself, or the device is identified as having been stolen; and

3.2.7 Because of an emergency or upon instruction by emergency services or any government or appropriate authority (including the Network operator) or for Your own security.

3.3 During any period of suspension arising from the circumstances detailed 3.2.3 to 3.2.6 inclusive, You shall remain liable for all Charges levied in accordance with this agreement.

3.4 If the Service Provider agrees in their sole discretion to re-instate the Service following a suspension of disconnection, You will be liable for a re-connection fee if the suspension or disconnection is due to Your default.

3.5 You should:

3.5.1 be aware that the current statutory provisions relating to wireless telegraphy and telecommunications services apply to the use of Services via the Mobile Phone/SIM Card and in addition You must generally observe the Wireless Telegraphy Act of 1949 to 1967, the Telegraphy Act 1984, the other relevant legislation, statutory instruments, and comply with any directions made by the Director General of the Office of Telecommunications of the Secretary of State;

3.5.2 Not use or allow others to use the Service for any improper or immoral or unlawful purpose;



3.5.3 Not act or omit to act in any way in which may injure or damage any personal property or the Network or howsoever cause the quality of the Service to be impaired.

3.5.4 Comply with any reasonable instructions issued by the Service Provider which concern Your use of the Service or Mobile Phone/SIM Card or connected matters.

3.5.5 Provide the Service Provider with all such necessary information that the Service Provider may reasonably require and;

3.5.6 Only use the Mobile Phone/SIM Card supplied under this Agreement, which is approved for use with the Network.

3.6 Where You enter into an agreement for maintenance of the Equipment with a third party, the Service Provider's liability for repair, replacement, renewal shall be transferred to the relevant third party maintenance provider on Delivery.

4 Disconnection of Devices

4.1 In the event that You give Disconnection Notice to take effect (and resulting in device disconnections) prior to the expiry of the Minimum Period (see 10.2) for the particular device concerned, You will pay to the Service Provider any applicable Termination Fee.

4.2 In the event of You terminating the agreement before the term specified the following will apply:

4.2.1 The Service Provider's standard line rental, until the end of the specified term, will be charged on each number within the fleet.

4.2.2 In early termination an administration fee will be charged subject to the discretion of the Service Provider;

4.2.3 Any Equipment supplied free of charge or as part of the discount package will be the property of the Service Provider and will be returned by You or invoiced to You at the Service Provider's price list at time of early termination.

4.2.4 Any commission paid, line rental discount, Customer Cashback, Customer Contribution, Kit Fund, Line Rental Rebate provided as part of a discount package may be subject to claw back.

4.3 In the event of the Network providing call data after the disconnection of the device You will be liable for all outstanding charges at any time after the disconnection date.

5 Basis of Charges

5.1 The fees, charges and prices payable (including the Customer Contribution) are exclusive of Value Added Tax and any other applicable taxes which shall be paid by You at the rate and in the manner for the time being prescribed by law.

5.2 The charges detailed on the Order Form/Agreement are available subject to You achieving (where applicable) the minimum holding within three months of the Service Commencement Date and maintaining the minimum holding for the duration of the Agreement.

5.3 Where the number of devices connected to the service falls below the minimum holding for a consecutive period of three months the Service Provider reserve the right to amend the charges accordingly

6 Billing Limits

6.1 In accordance with regulation, You have the opportunity to specify a cap in respect of the total amount of Charges that You are able to incur during each billing period applicable to Your Services. Such Agreed Billing Limit shall only be accepted by the Service Provider unless agreed formally in writing between the parties.

6.2 Once any Agreed Billing Limit has been reached in relation to any given billing period, Your service will be automatically suspended and You will not be able to use it for the remainder of that period unless You provide the Service Provider with a written request to remove or increase your Agreed Billing Limit.

6.3 You accept and understand that if You do decide to specify an Agreed Billing Limit, the Service Provider may need to amend the scope of the Services that are currently provided to You as only some of the Service Provider mobile platforms currently have the requisite functionality to support capped/limited bill arrangements.

7 Billing Arrangements

7.1 Without prejudice to any other rights of the Service Provider in the event of You failing to pay any sums due to the Service Provider on time or at all notwithstanding delivery of written reminder to You the Service Provider shall be entitled to:

7.1.1 Reclaim from You all costs and expenses (including legal costs) incurred in the collection of overdue amounts from You; and

7.1.2 Suspend the provision of the wireless service, the performance of Your services to the service charter and/or disconnect devices or Equipment from wireless service; until such time that all payments due including all interests incurred has been paid and satisfied in full.

7.2 The Service Provider reserves the right to review any credit applied to this Agreement.

7.3 The Service Provider may require from You a deposit as security for payment charges. You may request the return of any deposit paid at the expiry of the 13 months' period but the decision to return any deposit prior to termination of the agreement will be at the discretion of the Service Provider. The Service Provider reserves the right to set off any deposit against the charges. The Service Provider requires You to pay by Direct Debit a minimum of 14 days from date of invoice. If payment is not made by Direct Debit the Service Provider reserves the right to charge for other methods of payment, refer to tariff of fees. Should Direct Debit payment be returned or cancelled there can be additional charges applied to the account. If the parties agree that payments by You to the Service Provider are to be made by credit card and if payment of charges are not made on the due date the Service Provider is authorised to debit Your nominated Credit Card Company with all charges due and payable to the Service Provider.

7.4 The Service Provider reserves the right to withhold or withdraw discount on any invoices that remain unpaid in accordance with this Agreement.

7.5 Carriage charges are also chargeable; please refer to the Service Provider Customer Services. Prices are subject to change.

8 Kit Fund

8.1 You may from time to time be allocated a Credit Limit by the Service Provider which is set out in the Order Form.

8.2 Subject to the written approval of a director of the Service Provider, the Service Provider may at its sole discretion allocate an amount equivalent to the value in the Kit Fund for You to purchase Equipment through the Service Provider from a network distributor or to offset Charges.

8.3 The Service Provider reserves the right to refuse Your request to purchase Equipment and reserves the right to not agree to purchase Equipment for Your use after the Service Commencement Date where deemed reasonable to do so.

8.5 The Kit Fund remains the property of the Service Provider at all times.

8.6 The Service Provider reserves the right to reduce and/or apply a charge to the Kit Fund in any of the following circumstances;

8.6.1 You are in breach of a material term of these clauses including but not limited to Your failure to pay the Price and/or the Charges (or any of them) to the Service Provider on the due date;

8.6.2 the Service Provider has reasonable grounds to believe that the Network Services are being used fraudulently or unlawfully;

8.6.3 any licence under which You have the right to run Your telecommunications service under the terms of any other agreement with You;

8.6.4 the Service Provider is entitled to suspend provision of any other telecommunications service under the terms of any other agreement with You;

8.6.5 the Service Provider reasonably suspects that the client is in breach of its obligations under the Contract;

8.6.6 the Service Provider reasonably suspects that You are intending to terminate the Contract in breach of its obligations; or

8.6.7 the Carrier charges the Service Provider as a result of Your conduct, including if You pay a Carrier bill late or do not use the Network Services.

8.7 Any Kit Fund remaining at the expiry of the Minimum Period of the termination of the Contract will not be paid to You but will be retained by the Service Provider.

9 Customer Cashback & Line Rental Rebate

9.1 Upon Connection/Renewal of the Service, You shall invoice the Service Provider for the Customer Cashback amount (as detailed in the Order Form). VAT will be added to all bills and at the relevant rate where applicable and the Service Provider shall pay such invoice (providing it is deemed to be correct) within 30 days from the end of the month in which such invoice is received.

9.2 It is Your responsibility to send an invoice to the value of the Customer Cashback to the Service Provider for payment. All claims by this method must be received by the company within six months from the Connection Date. Any invoices received after this date will be deemed to be invalid.

9.3 The Service Provider has the right to retain all or part of any Customer Cashback:

a) when directed by any regulatory body;

b) where any Network Operator withholds or reclaims any corresponding sums from the Service Provider as a result of Your acts or omissions; or

c) the Service Provider has reasonable grounds to believe the Service is being used for fraudulent or other illegal activity or otherwise in breach of the Agreement (only until such time as You prove to reasonable satisfaction of the Service Provider that this is not the case).

9.4 Upon Connection/Renewal of the Service and where applicable, You shall receive the Line Rental Rebate amount (as detailed in the Order Form) directly on your invoices.

10 Obligations of the Customer (You)

10.1 You will undertake with the Service Provider that throughout the Term of the Agreement it will:

10.1.1 Not permit or suffer its employees to act or omit to act in any way, which may injure or damage any persons' property or in any way, which may cause the quality of the wireless service or any aspect of them to be suspended;

10.1.2 Not use or allow its employees to use the Equipment or have access to the wireless service for any improper, immoral or unlawful purpose;

10.1.3 Comply with all statutory requirements in relation to the use of the Equipment and the Service;

10.1.4 Provide the Service Provider with such information as the Service Provider reasonably request in connection with this agreement;

10.1.5 Not use the Equipment and the Service for any purpose other than that for which was designed or intended, or for self-provision of wireless

telecommunications service; and

10.1.6 Notify the Service Provider immediately (and to confirm in writing) on becoming aware that any Equipment or device has been lost or stolen or that any person is making improper or illegal use of the Equipment or the wireless services.

10.2 You will be responsible for any charges incurred as a result of unauthorised use of any devices, or SIM Card, or the information contained within a SIM Card, until the Service Provider has suspended the Service; and

10.2.1 Not damage or tamper with the Equipment so as to invalidate any warranty provided by the Equipment manufacturer and to pay the standard charges levied by the Service Provider from time to time applicable to repair work on Equipment which is outside (in scope or time) the warranty provided by the manufacturer of the Equipment; and

10.2.2 Not damaged or tamper with any software so as to invalidate any warranty provided by the supplier of the same; and;

10.2.3 Use the Equipment and any software in accordance with any user guide or other reasonable instructions of any manufacturer or supplier of the same or reasonable instruction of the Service Provider and not to copy (save as permitted by law) reverse engineer or modify the software in any way.

10.3 You shall be responsible for providing the Service Provider with all information relevant to the supply of the Equipment and the provision of Services (as the case may be) within sufficient time to enable the Service Provider to perform its obligations.

10.4 Without limitation to the generality of clause 10.3, You shall be responsible for ensuring that the details set out on the Order Form and any drawings, sketches, specifications, descriptions or other instructions supplied by You or any agent or representative of You in connection with the supply of any Equipment or the supply of any Services (as the case may be) by the Service Provider are accurate and fully describe Your requirements and You shall be liable in respect of any liability, loss, injury, damage, demand, claim, cost, charge or expense which may be incurred or sustained by the Service Provider by reason of or arising directly or indirectly out of or in respect of any inaccuracy in respect of any such drawings, sketches, specifications, descriptions or other instructions in relation thereto, or where the compliances with any such drawings, sketches, specifications, descriptions or other instructions by the Service Provider constitutes the infringement of the intellectual property or other rights of another person.

10.5 You are responsible for the cost of connection to the public switch network and/or the provision of additional lines to the public telephone system.



10.6 You acknowledge and accept that it is You and not the Service Provider who is liable for any charges (including without limitation any early termination charges) made by third party suppliers for any transfer of lines and services or otherwise, unless it is clearly identified and agreed in writing on the Order Form, at the time of the Service Provider formally accepting such Order Form, that the Service Provider will pay for specified charges.

10.7 If the Service Provider has agreed to pay for specified charges in accordance with clause 10.6, any such payment is limited only to the termination fee and is subject to You providing evidence of the charges by way of a termination bill and/or final bill. The Service Provider will in no circumstances agree to pay more than the termination fee and will not pay for Your use of the third party supplier's services prior to termination.

11 Duration & Terminations

11.1 Without prejudice to any other claims or remedies which the Service Provider may have against You, the Service Provider may terminate this Agreement by giving notice to You with immediate effect in any of the following circumstances:

11.1.1 If You do or allow to be done anything which in the Service Provider's opinion will or may have the effect of jeopardising the operation of the Services.

11.1.2 If You provide false or misleading information.

11.2 Upon the termination of this Agreement the Service Provider shall disconnect the Mobile Phone/SIM Card from the System. If the Service Provider at their sole discretion agree to reconnect You following such disconnection You shall be liable for a reconnection charge equal to the Connection Charge or a minimum of thirty pound (£30) and this agreement shall be deemed to continue.

11.3 On termination of this Agreement the Service Provider reserves the right to charge any applicable termination, administration or porting fee of up to £35.00 per number when the contract ceases and the numbers are moved to another service provider.

11.4 The Service Provider reserves the right to add the reasonable costs incurred in receiving any outstanding debt due from You.

12 Variations

12.1 The Service Provider may vary all or any of its charges by publishing of such variations in its Tariff Sheets. Such variances to have immediate effect under this Agreement unless otherwise stipulated therein. The Service Provider may vary the conditions of this Agreement to take account of new Legislation, statutory instrument, Government Regulations or Licenses or similar matters provided that You are notified of any such variances in writing or by publishing such variation at the Service Provider's principal place of business.

12.2 It is the policy of the Service Provider to continually review the charges it makes, its service charter and terms upon which it contracts with customers in order to maintain a competitive advantage over the other providers of similar service and the Service Provider accordingly reserves the right to vary its process and tariffs as set out in its price list, its service charter and these terms from time to time in accordance with the policy.

13 Entire Agreement

13.1 The network provider owns the rights to each Customer Connection as detailed in this Agreement and have expressly allowed the Service Provider to invoice You on the Network Provider's behalf. The Network Provider reserves the right to assume responsibility for billing You at the rates agreed by the Service Provider.

13.2 Each and every Mobile Phone/SIM Card and ancillary Service connected by the Service Provider to the Network shall be governed by the terms and conditions hereunder. This Agreement shall be deemed to commence on the date of each mobile phone connection.

13.3 The entire Agreement between You and the Service Provider will commence only after appropriate credit checks are completed.

By signing below, You confirm that You have read these Service Specific Terms and Conditions for Mobile Services and agree to be bound by them, together with the TreeNet Standard Terms and Conditions set out in, or deemed to form part of this Agreement and the Charges detailed within the Order Form.

Customer Signature:	
Printed Name:	
Position:	
Company:	
Date:	