

Mobile Agreement

Terms and Conditions

1. Definitions

1.1 In these conditions:

1.2 **Agreement:** as detailed overleaf and entered into by the Subscriber.

Call Charge: means a predetermined charge unit of time, costed at the rate set out in the Tariff sheets published by the Supplier from time to time, which are available on request from the Supplier. The initial Call Charges are those set out in the Agreement overleaf.

Connection: means the Connection of the Mobile Hardware to the Network.

Connection Date: means the date of the Connection.

Credit Limit: means a monthly financial limit applied for charges incurred under the Agreement.

Data Charge: means the pre-determined charge per megabyte of data costed at the rates set out in the Tariff sheets.

Invoice Date: means the same date as appears on the invoice raised by the Supplier.

Minimum Term: means 24 months. This Agreement shall continue indefinitely thereafter until terminated by either party as specified in condition 4.

Mobile Hardware: means, including but not limited to; the mobile phone, handheld device, SIM Card or Dongle

Monthly Charge: means the relevant sum for access to the Network and provision of Services as detailed in the Agreement.

Network: means any telecommunications Network available from the Supplier.

Network Provider: means, including but not limited to; Vodafone and O2.

Previously Paid Termination Charges: means any termination or settlement charges paid by the Supplier on behalf of the Subscriber to the Subscriber's previous Network Service provider at any time before or after the Commencement Date.

Renewal Period: each successive 12-month period after the Minimum Term for which this Agreement is renewed.

Roaming Services: means the ability for a cellular device to automatically make and receive voice calls, send and receive data or access other services such as home data services, when travelling outside the geographical coverage area of a home network.

Service(s): means the telecommunications Services provided by means of the Network.

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

Subscriber: means the Customer named overleaf.

Supplier: means FT Security Systems Ltd, a company registered in England and Wales with company number 12445536 whose registered office is at Unit 9 Westlink, Belbins Business Park, Romsey, Hampshire, SO51 7AA.

Supplier's Website: www.futuretel.co.uk

Tariff: means a list of the fixed charges made by the Supplier for this Service Agreement.

2. Connection to the Network and Provision of the Services

2.1 Subject to the Agreement and these Terms and Conditions the Supplier will connect and maintain the Connection of the Mobile Hardware to the Network and the Supplier will use its reasonable endeavours to make the Services available to the Subscriber throughout the Term specified in condition 4.

2.2 The Subscriber understands that the Mobile Hardware, remains the exclusive property of the Supplier until the end of the Minimum Agreement Term, and that at all times during the Agreement and after, the Mobile Hardware remains the exclusive property of the Supplier.

2.3 The Subscriber acknowledges that the Supplier charges calls to certain businesses (principally access call service providers which have been notified to it) at a premium rate or bars calls to such numbers. The Subscriber acknowledges this and agrees to it.

2.4 If you receive a monthly discount the Supplier reserves the right to end this discount at any time without notice and the discount will not exceed the term overleaf and will be issued for no longer than 24 months if no term is stated.

2.5 The discount you receive on mobiles is against your existing mobile line rentals only and not on upgrade offers from your current provider and does not include discount on calls, data and international charges outside your allowance. Discount is pro rata on the number of agreed Connections on the Agreement. If Connections are disconnected or leave prior to the Agreement end date, the discount therefore will be reduced accordingly.

2.6 The Tariff and cost will be outlined over email by the Supplier and the Subscriber acknowledges and agrees to this.

2.7 If you have any numbers not transferring to the Supplier and no longer require them, it is the responsibility of the Subscriber to cease them with their current provider. The Subscriber acknowledges and agrees to this. Unless otherwise stated in writing by the Supplier, this Agreement shall continue for the Minimum Term from each date of individual Connection or upgrade or Tariff Change.

2.8 The Tariff and cost will be outlined over email by the Supplier and the Subscriber acknowledges and agrees to this.

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6.1.3 Not act or omit to act in any way which may injure or damage any persons property or the Network or cause the quality of the Services to be impaired;

6.1.4 Comply with any reasonable instructions issued by the Supplier which concern the Subscriber's use of the Services of the Mobile Hardware supplied under the Agreement which is approved for use with the Network;

6.1.5 Provide the Supplier with all such necessary information that they may reasonably require;

6.1.6 Only use the Mobile Hardware supplied under the Agreement which is approved for use with the Network.

6.2 The Subscriber should recognise that the Services may from time to time be adversely affected by local geography, topography and/or atmospheric conditions and/or other causes of interference.

6.3 The Subscriber acknowledges that Roaming Services are provided using third party Networks and that the availability and performance of such Roaming Services is outside of the Supplier's control. The Supplier shall have no liability whatsoever to the Subscriber whether in contract, tort or otherwise (including negligence) arising out of or in connection with the use of the Roaming Services.

7. **Suspension**
7.1 The Supplier may from time to time and without notice, suspend the Services provided to the Subscriber in any of the following circumstances without prejudice to the liability of the Subscriber to continue to pay the monthly charge;

7.1.1 If the Subscriber fails to comply with any of these Terms and Conditions and until the failure to comply is remedied to the Supplier's satisfaction;

7.1.2 If the Credit Limit for this Agreement is exceeded;

7.1.3 If the Subscriber allows to be done anything which in the Suppliers opinion may have the effect of jeopardising the operation of the Services;

7.1.4 If the Subscriber fails to pay the Supplier any sum or sums due;

7.1.5 If in the absolute discretion of the Supplier, the Services are being use in a manner prejudicial to the interest of the Subscriber and/or the Supplier and/or the Network.

7.2 If the Supplier in their sole discretion reinstate the Services following suspension, the Subscriber may be liable for an administration fee of £50 + VAT if suspension is due to the default of the Subscriber.

8. **Termination**
8.1 Without prejudice to any other claims or remedies which the Supplier may have against the Subscriber, the Supplier may terminate the Agreement by giving notice to the Subscriber with immediate effect in any of the following circumstances;

8.1.1 If the Subscriber fails to comply with any of the terms within this Agreement;

8.1.2 If the Subscriber enters into a deed of arrangement or commits an act of bankruptcy or compounds with creditors or if a receiving order is made against it (being a company) it shall pass a resolution or the court shall make an order that the Subscriber shall be wound up (otherwise than for the purposes of amalgamation or reconstruction) or if a receiver (including an administrative receiver) shall be appointed of any of the assets or undertaking of the Subscriber or if the Subscriber suffers the appointment or the presentation of a petition for the appointment of an administrator or if circumstances shall arise which entitle the court or a creditor to appoint a receiver (including an administrative receiver) or a manager or which entitle the court to make a winding-up order or if the Subscriber takes or suffers any similar action in consequence of debt;

8.1.3 If the Subscriber does or allows to be done, anything that in the Suppliers opinion will or may have the effect of jeopardising the Services;

8.1.4 Any licence to operate or use the Network whether under the Wireless Telegraphy Act 1949 – 1967 or the Telecommunications Act 1984 or otherwise is revoked or terminated for any reason;

8.1.5 If the operation of the Network is terminated or if the provision of the Services to the Supplier is discontinued;

8.1.6 If information supplied to the Supplier by the Subscriber is false or misleading;

8.2 The Supplier may terminate the Agreement with immediate effect for any reason whatsoever by giving 30 days written notice to the Subscriber.

8.3 Upon the termination of the Agreement the Supplier shall disconnect the Mobile Hardware from the Network. If the Supplier in their sole discretion reconnect the Subscriber following such disconnection and such disconnection arises as a result of circumstances set out in conditions 8.1.1, 8.1.2 or 8.1.3, the Subscriber shall be liable for the re-connection charge and the Agreement shall be deemed to continue.

8.4 On termination of the Agreement by the Supplier under conditions 8.1.1, 8.1.2, 8.1.3 or 8.1.6 or by the Subscriber, then the Subscriber shall pay to the Supplier immediately on demand:

8.4.1 All charges payable up to the date of termination; and

8.4.2 A cancellation charge equivalent to the outstanding Monthly Charges for the remaining Minimum Term as stated in the Agreement.

8.5 In the event that a hardware fund has been established for the Subscriber then any monies due to the Subscriber on termination of the Agreement shall be determined on a pro rata basis for each month of the Agreement completed prior to the termination of the Agreement. Where all or part of the fund has been utilised at the time of termination of the Agreement then the Subscriber shall immediately pay to the Supplier any proportion of the original fund value due pro rata. The fund shall be managed by the Supplier throughout the term of the Agreement in accordance with the manner agreed between the Subscriber and the Supplier.

8.6 In the event of early termination of the Agreement if the Subscriber has received;

8.6.1 Free or reduced price hardware from the Supplier, then the Subscriber shall immediately pay to the Supplier the difference between the actual price paid for the hardware and the price charged by the Supplier in accordance with the monthly schedule of prices issued by the Supplier from time to time;

8.6.2 A subsidy in the form of either money or hardware discount then the Subscriber shall immediately repay to the Supplier the money or value of the discount of the hardware; and

8.6.3 A free or reduced Monthly Charge then the Subscriber shall immediately repay to the Supplier the difference between the base Monthly Charge and the actual charge paid by the Subscriber subject to such payment being pro rata for the period of the term from commencement to termination.

8.6.4 When the Agreement is terminated within the Minimum Term, The Subscriber agrees it shall reimburse the Supplier with the Previously Paid Termination Charges.

8.7 The Subscriber may terminate the Agreement by giving not less than 30 days prior written notice to the Supplier following the Minimum Term Connection Date. This notice must not terminate the Agreement prior to the end of the Minimum Term.

8.8 Any notice from the Subscriber must be in writing, marked for the attention of the Managing Director of the Supplier, sent to the Suppliers registered office and sent by recorded delivery.

9. **Transfer of Liability**
9.1 The Supplier may at any time assign its rights under the Agreement to any third party.

9.2 The Subscriber whether selling or otherwise cannot transfer their obligations to pay charges or bring the Agreement to an end. Any other transfer should be notified to the Supplier in advance to accept or act otherwise as they deem fit.

9.3 The Suppliers acceptance of payment from another person other than the Subscriber does not imply that the Supplier has amended any of the rights or obligations of the Subscriber.

10. **Variation**
10.1 The Supplier may change the Terms of this Agreement (including the charges) at any time. The Supplier will publish details online on the Supplier's Website at least two weeks before the change is to take place, thus giving the Subscriber reasonable notice of any variation before it takes place.

11. **Data Protection**
11.1 The Subscriber acknowledges that details of the Subscribers name, address and payment record may be submitted to a credit reference agency.

12. **Miscellaneous**
12.1 Each and every piece of Mobile Hardware connected by the Supplier to the Network shall be governed by these Terms and Conditions.

12.2 The Subscriber must promptly advise the Supplier of any change of address in writing.

12.3 The Subscriber must notify the Supplier immediately if the SIM card is stolen or lost.

12.4 The Supplier reserves the right to add to the Agreement, the reasonable costs incurred in recovering any outstanding debt due from the Subscriber.

12.5 The Supplier will use reasonable endeavours to co-operate with any reasonable request from the Subscriber to transfer any telephone numbers allocated to the Subscriber here under to another Service provider upon termination of this Agreement or from one Network to another Network in either case upon the Subscriber paying the Suppliers reasonable costs or charges incurred in complying with that request. Any such request shall be made in the form prescribed by the Supplier and shall be made subject to the Terms and Conditions.

12.6 The Subscriber agrees that these Terms and Conditions shall govern the Agreement between the Supplier and the Subscriber to the exclusion of any other Terms and Conditions, oral or written, and all representations or communications between the parties relating to the subject matter of the Agreement.

12.7 The invalidity, illegality or unenforceability of any provision of these conditions should not affect the other condition of the business airtime Agreement.

12.8 A person who is not party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any Term of this Agreement. This condition does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

12.9 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formulation (including non-contractual disputes or claims) shall, subject as hereinafter provided, be governed by, and construed in accordance with, English Law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales. Where the Customer is (a) a limited company, or a limited liability partnership, with a registered office located in Scotland or (b) one or more individuals carrying an unlimited liability business (whether alone, in partnership or as part of a joint venture, or otherwise) having at least one place of business located in Scotland, then the Supplier (but not the Customer) may in its absolute discretion in relation to proceedings relating to the Contract brought by it against the Customer (or against it by the Customer), elect that the parties shall submit to the jurisdiction of the Scottish Courts. Such an election by the Supplier shall (a) be exercised by the Supplier no later than immediately prior to commencement by it of proceedings against the Customer or (as the case may be) within a reasonable time of it being notified by the Customer or the Customer's intention to bring proceedings against the Supplier. (b) be irrevocable, (c) not affect the application of English law and (d) bind the parties only in relation to the proceedings in relation to which the Supplier exercised its election and shall not bind the Supplier in relation to other proceedings between the parties that may occur at any time thereafter.

12.10 The Supplier does not maintain any blue tooth devices and is not responsible for the non-pairing of any devices. This is solely an issue for the device manufacturers.

12.11 If the Subscriber experiences a fault with the Mobile Hardware provided by the Supplier, the Subscriber is required to report this to the Supplier in the first instance.