

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.
- 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 Futuretel Ltd, a company registered in England and Wales with company number 08801037 whose registered office is at Unit 9 Westlink, Belbins Business Park, Romsey, Hampshire, SO51 7AA.
- Supplier's Website:** www.future-tel.co.uk
- Tariff:** means a list of the fixed charges made by the Supplier for this Service Agreement.
- 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.
- 2.8 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.
- 3. Charges and Payment**
- 3.1 The Tariff chosen by the Subscriber in respect of the Mobile Network Agreement, will remain the Tariff selected for the Minimum Term and the Terms and Conditions relating to the selected Tariff shall apply.
- 3.2 Without prejudice to condition 3.3, the Supplier may, on not less than 14 days' notice to the Subscriber change the rates in any Tariff or price list, see condition 10.1. Such change shall not become effective during the Minimum Term of the relevant Mobile Network unless the change arises due to:
 - 3.2.1 A change in the costs to the Supplier due to a requirement or direction from OFCOM; and/or
 - 3.2.2 A change in the costs charged to the Supplier by its suppliers.
- 3.3 The Supplier will increase the monthly subscription charges for the Mobile Network Agreement in April of each year following the Retail Price Index.
- 3.4 Payment is due 14 days from the Invoice Date by direct debit. Payment by any other method other than direct debit will automatically have a Monthly Charge of £15 plus VAT applied to the invoice. All charges must be paid in full without deduction, set off or withholding.
- 3.5 The Supplier shall invoice the Subscriber monthly in advance. Call Charges will be invoiced one month in arrears.
- 3.6 The Supplier will submit invoices to the Subscriber via email. The Subscriber may also view its invoices online via Futuretel's Customer Area Webportal.
- 3.7 The Supplier will invoice on a monthly basis, where possible on the same date each month. The Supplier reserves the right to amend the date and frequency of the invoices and to submit interim invoices if it so chooses.
- 3.8 Value Added Tax is payable on all charges levied by the Supplier unless otherwise specified.
- 3.9 The Supplier reserves the right to withhold or withdraw discounts on any invoices that remain unpaid in accordance with condition 3.1
- 3.10 During the term the Supplier may ask for a deposit as security for payment in respect of additional Services to be provided. The Subscriber may request the return or any deposit at the expiry of the Minimum Term as stated in the Agreement, but the decision to return any monies prior to termination of the Agreement is at the discretion of the Supplier.
- 3.11 The Supplier reserves the right to set off any deposit against any amounts due and owing by the Subscriber to the Supplier (including but not limited to the Agreement).
- 3.12 The Supplier reserves the right to review the Credit Limit applicable to the Agreement and if the total charges under the Agreement exceed the Credit Limit, the Supplier shall be entitled to demand immediate repayment of whole or part of the total charges outstanding.
- 3.13 If the Subscriber fails to pay any part of the aforesaid charges in accordance with these Terms and Conditions, the Supplier reserves the right to charge interest at the rate of 4% above the base rate of National Westminster Bank PLC calculated from the Invoice Date until the date of actual payment.
- 3.14 The Supplier reserves the right to vary payment terms, in the event of the Subscriber failing to pay, and charges in accordance with these Terms and Conditions or if the Supplier has concerns about the Subscriber's financial situation and their ability to pay the charges.
- 3.15 The Subscriber shall indemnify, and keep the Supplier indemnified, fully from and against all liability, loss, damage, costs and expenses of any kind whatsoever arising from or in connection with any charges due to the Supplier, or the Network Provider direct from the Subscriber for the supply of Services (but without limitation) Connection charges, monthly access charges, Call Charges, Data Charges and all other valid charges rendered from time to time.
- 4. Term**
- 4.1 Each Mobile Hardware device connected shall have the Minimum Term as stated in the Agreement.
- 4.2 The Agreement shall commence on the date of supply of the Mobile Hardware Services and shall continue thereafter unless suspended or terminated:-
 - 4.2.1 At any time by the Supplier giving notice under condition 7 or condition 8.
 - 4.2.2 At any time that the Subscriber requests to be moved to another Network Provider or Tariff they will automatically enter into a new 24 month term with the Supplier and said Provider from the date the Service with the new airtime provider commences.
- 5. Warranties and Liabilities**
- 5.1 Except as expressly provided in these Terms and Conditions, all warranties, conditions or other terms (whether expressed or implied by statute or common law or otherwise) as to the quality of the Services or their fitness for any particular purpose are hereby excluded to the fullest extent permitted by law.
- 5.2 The Supplier shall not be liable for any indirect or consequential costs, claims, damages, or expenses arising out of any negligent or tortious act or omission or any breach of contract or statutory duty.
- 5.3 The Supplier shall not be liable or deemed to be in breach of its obligations 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 Supplier.
- 5.4 It is the Subscribers responsibility to take out insurance if they wish, the Supplier does not offer insurance and are in no way liable for loss/damage caused to the handset(s) or dongle(s). The Subscriber acknowledges and agrees to this.
- 6. Use of the Services via the Mobile Phone/Handheld Device/SIM Card/Dongle**
- 6.1 The Subscriber should be aware that the current statutory provisions relating to wireless telegraphy and telecommunications Services apply to the use of the Services via the Mobile Hardware and in addition the Subscriber must;
 - 6.1.1 Observe the Wireless Telegraphy Acts 1949 to 1967, the Telegraphy Act 1984, 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;

- 6.1.2 Not use or allow others to use the Services for any improper, immoral or unlawful purpose;
- 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 of 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. 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. The invalidity, illegality or unenforceability of any provision of these conditions shall 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 Agreement (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.
 - 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.