

O2 Terms And Conditions

Please note by using the Service you will be deemed to have accepted these terms and conditions

Agreement for Service

1. Explanation of Certain Words

1.1 In this Agreement:

“**Agreement**” means your application details which you have provided to us when accepted, these terms and

conditions, our current Price List and any Supplemental Agreement;

“**Charges**” means all the charges associated with the Service described in the Price List and the price of any Mobile

Phone or ancillary equipment you buy from us;

“**Content**” means textual, visual or other information, software, photos, video, graphics, music, sound and other

material appearing on or available through the Service including all information supplied by content providers from

time to time;

“**Minimum Period**” means a period of 12 months (or any other period agreed in writing) from the day on which

Service is first provided;

“**Mobile Phone**” means a cellular telephone or other device and SIM Card recommended by us for use on the

Network;

“**Network**” means the mobile telecommunication system run by us;

“**Price List**” means a list of Charges which we publish and update from time to time;

“**Rights**” means copyright, trademark and other relevant proprietary and intellectual property rights relating to

Content;

“**Service**” means any or all (as the case may be) of the following services: airtime service enabling you to make

or receive calls and to send and receive data by means of the Network, the ability to send and receive email via the

internet, the ability to access information from the internet and any additional services we agree to provide to you;

“**SIM Card**” means the card which you need to use the Service;

“**Supplemental Agreement**” means the terms and conditions of the O2 loyalty programme relating to those

elements you choose or are eligible to take;

“**User Guides**” means any guides or documentation supplied with your Mobile Phone either by us or by the

manufacturer of your Mobile Phone which explains to you how the Service works and how to use your Mobile Phone;

“**We**”, “**us**” and “**our**” means O2 (UK) Limited of 260 Bath Road, Slough SL1 4DX

Registered in England under

Company number 1743099; and

“**You**” means the customer we make this Agreement with and it includes a person who we reasonably believe is

acting with your authority.

1.2 The Price List contains explanations, definitions, notes and conditions which form part of this Agreement. Copies

can be obtained by calling the number which appears on your statement or if you have eCare and eBilling at the

address we notify you by email.

2. Provision of and Use of the Service

2.1 The Service is not available in all parts of the United Kingdom nor in all other countries and may be restricted to

certain areas within those countries where access to the Service is possible.

2.2 If you wish to make international calls or use our international roaming service we may ask you to demonstrate

a satisfactory billing history or to pay a deposit which may be used to offset the cost of those calls. If you use your Mobile Phone abroad you will be charged for incoming calls. Roaming calls may also take longer to be billed.

2.3 We may using reasonable skill and care exercise our discretion to refuse to provide any part of the Service to you (other than the making or receiving of calls). Service is not fault free and it may be impaired by geographic, atmospheric or other conditions or circumstances beyond our control and you will be entitled to the quality of Service generally provided by a competent mobile telecommunications service provider exercising reasonable skill and care.

2.4 We will do our best to provide Service to you by any date we have agreed with you but our ability to do so may be affected by circumstances beyond our control and we will not be liable to you if this is the case.

2.5 We will allocate a number for use of your Mobile Phone on the Network. The number does not belong to you and may only be transferred to another service provider in certain circumstances (including payment of our costs) details of which are available on request.

2.6 We or our agents may occasionally record or monitor some telephone calls, emails and any other communications between you and us (or our agents) for training and quality control and our lawful business purposes.

2.7 We will use reasonable endeavours to maintain Content but it may be incomplete, out of date or inaccurate and is provided on an "as is" basis. It is a condition of us allowing you access to Content that you accept that we will not be liable for any action you take in reliance on Content.

2.8 We may vary Content or the technical specification of Service from time to time.

2.9 The Service enables access to Content. You may only use Content in a way that does not infringe the Rights of others ('Approved Use') and you must comply with all other instructions issued by us regarding use of Content. You shall not store, modify, transmit, distribute, broadcast, or publish any part of Content other than for an Approved Use.

The re-selling, copying or incorporation into any other work of part or all of the Content in any form is prohibited save that you may print or download extracts of Content for your personal use only.

2.10 You are solely responsible for evaluating the accuracy and completeness of any Content and the value and integrity of goods and services offered by third parties over the Service. We will not be a party to or in any way responsible for any transaction concerning third party goods and services except in the case of negligence on our part.

2.11 If you choose eCare it is a condition of this Agreement that you provide us with a current email address for billing purposes and that you maintain this address and advise us promptly of any changes to it. It is your responsibility to verify that your mailbox is in proper working order and you must assume the risk of all consequences for errors in sending and receiving email, unless caused by our negligence.

3. Length of Agreement

3.1 This Agreement commences on the day on which you connect to the Network or the day on which you receive your Mobile Phone, if later.

3.2 At the end of any Minimum Period, this Agreement will continue until you cancel it in the way described in paragraph 8.2.

4. Things we may have to do

4.1 Occasionally we may have to:

- (a) alter the number of your Mobile Phone, or any other name, code or number associated with the Service;
- (b) temporarily suspend the Service (or any part of it) for operational reasons or in an emergency or for reasons of security;
- (c) bar certain numbers from the Service on a temporary or permanent basis in order to prevent fraud or in circumstances where we would suffer a direct loss.

5. Charges for Service

5.1 Charges for using the Service will be calculated using the details we have recorded. As soon as the Network responds call Charges will start.

5.2 Unless you have itemised billing the total amount for all Charges will be included as a single item on your bill.

5.3 You must pay your monthly bill by the date stated on the bill. For any overdue payments we may charge interest at 2% above the base lending rate of HSBC Bank Plc. Interest is charged on a per annum basis, calculated daily. We reserve the right to make a charge for our reasonable administration costs which we incur in the case of late payment or non-payment of Charges.

5.4 We may at our discretion apply a usage limit to your account (which we may alter by advising you) and may suspend your Service if this limit is exceeded. As our billing system is not instantly updated each time you use the Service it is possible, especially when making international calls or roaming, to exceed your usage limit. You will be liable for all Charges incurred including any Charges exceeding your usage limit. You may be asked to pay any Charges incurred in excess of your usage limit before Service is reinstated.

5.5 You must pay the Charges to us or as we direct.

5.6 We may require you to pay your charges by direct debit. An additional charge may apply if you pay by another method. If you are paying by payment card you authorise the payment card company to disclose to us and, under strict obligations of confidentiality, to our sub-contractors and agents, details about your payment card account in so far as is necessary in connection with your agreement with us and to inform us if your payment account is terminated or suspended at any time.

5.7 Where a Mobile Phone is restricted to use on the Network we reserve the right to apply a charge for releasing or unlocking the Mobile Phone. Details of the charge are available by calling O2 Member Services.

5.8 Where tariffs include inclusive allowances, which apply to certain call types up to a monthly limit, unused inclusive allowances cannot be carried forward from one month to the next unless expressly stated by us. In this context "monthly" and "month" mean your monthly billing period, which may not equate to a calendar month. Eligible calls will be set against inclusive allowances in the order in which such calls are made except for roaming calls which will be set against inclusive allowances in the month in which the calls are recorded by us following receipt of the relevant call records from the foreign network operator or clearing house.

5.9 Monthly charges incurred for periods of less than a month will be calculated on a pro rata basis.

5.10 Call charging rates which vary according to the time of day are billed according to the time of call initiation.

5.11 Where tariffs include inclusive allowances which apply to certain calls, texts, data or messages ("Calls") up to a monthly limit, unused inclusive allowances cannot be carried forward from one month to the next unless expressly stated by us. In this context "monthly" or "month" means your monthly billing period, which may not equate to a calendar month. Eligible calls will be set against inclusive allowances in the order in which such Calls are made except for roaming Calls which will be set against inclusive allowances in the month in which the Calls are recorded by us following receipt of the relevant Call records from the foreign network operator or clearing house. You may be charged to receive certain premium rated text messaging services.

5.12 We may require you to provide us with a deposit as a condition of providing Service to you or continuing to provide Service to you. We will hold this deposit until you have paid all sums due to us from you under this Agreement. No interest is payable on any deposit held by us. We will return the deposit or any balance on the deposit, as a service credit if there are any sums due to us from you, on termination of this Agreement.

6. Your Responsibilities

6.1 You must use your Mobile Phone, SIM Card and the Service in the way described in the User Guides or other instructions issued by us.

6.2 You agree:

- (a) that all factual information you provide to us is correct;
- (b) to take adequate precautions to prevent damage to or unauthorised use or theft of the SIM Card and your Mobile Phone;
- (c) that the SIM Card shall at all times remain our property; and;
- (d) to inform O2 Member Services as soon as possible by telephone (or if you have eCare at the address we notify you via e-mail) if the SIM Card or your Mobile Phone is lost, stolen, damaged or destroyed or likely to be used in an unauthorised manner and to co-operate with us in our reasonable security and other checks.

6.3 If the SIM Card or your Mobile Phone is lost, stolen, damaged or destroyed you will be responsible for any Charges incurred until you have informed us.

6.4 You must not use or permit any other person to use the Service

- (a) fraudulently or in connection with a criminal offence;
- (b) to send a call or message or send, upload, download, use or re-use any material which is offensive;
- (c) to cause annoyance, inconvenience or needless anxiety, as set out in the Telecommunications Act 1984;
- (d) other than in accordance with the acceptable use policies of any connected networks and (if appropriate) any relevant internet standards; or
- (e) to generate artificially inflated traffic.

6.5 You must tell us immediately by advising The Data Controller at O2 (UK) Limited 260 Bath Road Slough SL1 4DX or, if you have eCare, at the address we notify to you by email if anyone makes or threatens to make any claim or issues legal proceedings against you relating to your use of the Service or the Content and you will, at our request, immediately stop the act or acts complained of. If we ask you to, you must confirm the details of the claim(s) in writing.

7. Our Rights to Bar or Disconnect Your Mobile Phone

7.1 We can at our discretion bar your Mobile Phone from making calls (other than to the emergency services) and disconnect it from the Network:

(a) if any of the circumstances in paragraphs 8.1 or 6.4 apply to you; or
(b) in the event of loss or theft or if we have reasonable cause to suspect fraudulent use of a payment card, your SIM Card or Mobile Phone.

7.2 You must pay an unbarring charge and, if applicable, a re-connection charge if the Service is temporarily barred and/or your Mobile Phone is disconnected from the Network for the reasons stated in paragraph 7.1. As a condition of unbarring or reconnecting your Service we may require you to authorise a direct debit authority for the payment of Charges.

7.3 If we bar your Service because you break this Agreement, the Agreement will still continue. You must pay all Charges until the Agreement is ended by notice under paragraph 8.2.

8. Ending the Agreement

8.1 In addition to anything else we can do, we can end the Agreement at any time if:

(a) you fail to pay Charges when they are due, including any deposit we have asked for or break this Agreement in any other material way;
(b) we have reasonable cause to believe that Service is being used in a way forbidden by paragraph 6.4, even if you do not know that the Service is being used in such a way; and you do not correct the situation within 7 days of our request, or

(c) you are the subject of a bankruptcy order, or become insolvent, or make any arrangement with or for the benefit of creditors or if being a company you go into either voluntary or compulsory liquidation or a receiver is appointed over your assets.

8.2 This Agreement may be ended either by you or us giving at least 30 days' notice. You must pay all Charges incurred during the Agreement.

8.3 If this Agreement is ended during the Minimum Period, you must pay the monthly subscription charges up to the end of the Minimum Period. This does not apply if you end the Agreement for the reasons in paragraph 8.4.

8.4 You may end this Agreement at any time by giving us notice if:

(a) we break this Agreement in any way and we do not correct the situation within 7 days of your request;
(b) we go into liquidation or a Receiver is appointed over our assets; or
(c) we increase any of the Charges for the elements of the Service you are using or change this Agreement to your disadvantage. In this situation paragraph 8.3 will not apply.

9. Limitation of Liability

9.1 We have no liability other than the duty to exercise the reasonable skill and care of a competent mobile telecommunications service provider. We do not accept liability for indirect or consequential loss, such as loss of profits, business, costs, expenses (unless such losses were reasonably foreseeable to both of us when this contract was entered into) or any other form of economic loss.

9.2 We accept liability for death or personal injury resulting from our own negligence.

9.3 If we are found liable to you our liability will not exceed £3,000 except under paragraph 9.2.

9.4 Each provision of this paragraph 9 operates separately. If any part is found by a Court to be unreasonable or inapplicable the other parts will continue to apply.

10. Matters beyond our reasonable control

Except for the obligations under paragraphs 5, 6, 7 and 8, if either of us cannot do what we have promised in this Agreement because of something beyond our reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom we are not responsible (including other telecommunication providers), or acts of local or central Government or other competent authorities, we will not be liable for this.

11. Changes to the Agreement

We may change this Agreement and the Charges at any time. If we increase the Charges for the elements of the Service you are using or change this Agreement to your disadvantage we will give you 30 days' notice before the changes take place.

12. Assignment

12.1 You cannot transfer the Service to anyone else unless we agree in writing.

12.2 We shall be entitled to assign or transfer our rights and obligations under this Agreement or any part of it on the same terms to any third party.

13. General

13.1 Any notice under this Agreement must be in writing and delivered by hand or sent by pre-paid post to us at the address given on your statement or to you at the address stated in your application as your address or any other UK address you supply to us for this purpose. If you have eCare references in this Agreement to "in writing" include email and notices to us must be delivered at the address we notify to you by email or to you at the address stated in your application form as your email address or any other email address you supply to us for this purpose.

13.2 You must tell us promptly in writing, or email us if you have eCare, if you change your name and address or there are any changes to your bank account or payment card arrangements which may affect your payment of the Charges.

13.3 If you break this Agreement, and we choose to overlook it, we can still end it if you break this Agreement again and vice versa.

13.4 If you do not want your number displayed on receiving handsets call Key 141 before the number you wish to call.

Otherwise you agree that our Network may allow the display of your Mobile Phone number on receiving handsets.

13.5 You may address any complaints in writing to: O2 Member Services, Chester Road, Preston Brook, Runcorn, Cheshire, WA7 3QA (if you have opted for eCare and eBilling contact the address we notify to you by email)

Please include your Mobile Phone number in any correspondence.

13.6 If you report your Mobile Phone to us as lost or stolen we have the right to prevent it from being used on the

Network. We may also exchange the Mobile Phone identity with other cellular network operators who may choose to prevent the Mobile Phone from being used on their networks.

14. Third Party Rights

Third parties cannot benefit from this Agreement under The Contracts (Rights of Third Parties) Act 1999.

15. Law

This Agreement is governed by English law.

16. Use and Disclosure of Information

16.1 You agree that we may search the files of credit reference agencies which will keep a record of that search.

We may also carry out identity and anti-fraud checks with fraud prevention agencies. If you give us false or inaccurate information and we suspect fraud, we will record this. Details of how you conduct your account may also be disclosed to those agencies. The information may be used by us and other parties in assessing applications for and making decisions about credit, credit related services and insurance (including motor, household credit, life and other insurances and claims) from you and members of your household and for debt tracing, debt recovery, credit management and crime, fraud and money laundering detection and prevention. Information may be used by us and other parties for checking your identity, statistical analysis about credit, insurance, fraud and to manage your account and insurance policies. We may also perform subsequent searches for the purpose of risk assessment, debt collection and fraud prevention with one or more credit reference agencies and/or fraud prevention agencies whilst you retain a financial obligation to us.

16.2 You authorise us to use and disclose, in the UK and abroad, information about you and your use of the Service and how you conduct your account for the purposes of operating your account and providing you with the Service or as required under law to our associated companies, partners or agents, any telecommunications company, debt collection agency or credit reference agency and fraud prevention agency and other users of these agencies who may use this information for the same purpose as us. You agree to this information being used by us for credit control purpose and fraud and crime detection and prevention. You can obtain further details from our public registration held by the Data Protection Commissioner. If you wish to have details of the credit reference or the fraud prevention agencies from whom we obtain and with whom we record information about you or receive a copy (we may charge a fee) of the information we hold about you, please contact us by writing to the Data Controller at O2 (UK) Limited, 260 Bath Road, Slough, SL1 4DX or, if you have eCare, at the address we notify to you by email, stating your full name, address, account number and Mobile Phone number.

16.3 You also agree to the information described in paragraph 16.2 being used, analysed and assessed by us and the other parties identified in paragraph 16.2 and selected third parties for marketing purposes including amongst other things to identify and offer you by phone, post, the Network your Mobile Phone or other means, any further products, services and offers which we think might interest you. If you do not wish your details to be used for marketing purposes, please write to us c/o The Data Controller, O2 (UK) Limited 260 Bath Road, Slough, SL1 4DX or, if you have eCare, at the address we notify to you by email stating your full name, address, account number and Mobile Phone number

16.4 Some services may require the disclosure of information about the location of your Mobile Phone. If you do not wish this to be disclosed please contact 1300.

17. Internet Access

If you have a Mobile Phone, which enables access to the internet ('Mobile Internet Phone') the following terms and

conditions also apply to you.

17.1 Certain parts of the Service are only available if you register with O2 Online Limited, an internet service provider at <http://www.o2.co.uk> The terms and conditions of the internet service may be obtained by accessing the website.

17.2 We or our contractual partners may provide links to other web sites or resources. We neither accept responsibility for third party web sites or resources nor endorse their content.

17.3 For internet access, you understand that all the visual, textual or other information published or otherwise made available (directly or indirectly) on the internet using the Service ("Information") whether publicly posted or privately transmitted, is the sole responsibility of the person from which such Information originated. This means that you, and

not us, are entirely responsible for all Information that you upload, email or otherwise transmit via internet access.

17.4 Your dealings with, and interest in, promotions, services, or merchants found by using your Mobile Internet

Phone on or via the O2 Internet web site, or otherwise, unless explicitly stated by us, are solely between you and the person with whom you are dealing. We will not be responsible for any losses or damages that may arise from any such dealings with third parties.

17.5 Access to secure financial transactions will be dependant on the make and model of your Mobile Internet Phone and the third party supplier of Content

Important – your right to change your mind

You may cancel this Agreement up to 14 days after receiving Service (the "Trial Period") as long as you

return your Mobile Phone/accessories undamaged, with proof of purchase, in the original packaging and to

the place you bought it from within the Trial Period. You will be refunded the price of your Mobile Phone

and all Charges other than for the calls you have made. You must pay for all call Charges including any

international and roaming call Charges which may take longer to be billed. If you bought the Mobile

Phone/accessories direct from us we will bear the cost of returning the Mobile

Phone/accessories as long as

you follow our returns procedure (call O2 Member Services for more details), otherwise you will bear the

cost. This does not affect your statutory rights.