

Orange Terms And Conditions

1. definitions

The following words and expressions shall have the following meanings:

Accessories:	Products approved by Orange which you use in conjunction with your Device. They include (without limitation) batteries, chargers, car kits, headsets and carry cases.
Account:	our records of your payments and outstanding Charges, plus your personal details.
Age Restricted Services:	any Services which are specified for use only by customers over a specific age
Bar:	a block placed by us on some or all of the Services you normally use (except for call to emergency services). It may include us restricting the Service whereby you will automatically be re-directed into Orange when you attempt to make an outgoing call from your Device
Billing Date:	the day on which your billing statement will be issued after you have been connected
Charges:	all charges for Services, as published in our periodically updated Price Guide. These include any reasonable administration charges.
Connection:	the process of giving you access to a Service. "Disconnection" and "Re-connection" have a corresponding meaning.
Content:	information, communications, images and sounds, software or any other material contained on or available through the Services
Customer Communication:	information made available to you by Orange which provides information on Orange Services. It may be made available on your Device or provided electronically or distributed with new Devices or in mailings to some or all Orange Customers
Contract:	these terms and conditions which are binding on both you and Orange for each Device you connect to the Orange Network.
Customer Communication:	information made available to you by Orange which provides information on Orange Services. It may be made available on your Device or provided electronically or distributed with new Devices or in mailings to some or all Orange Customers.
Deposit:	refundable amount that Orange may ask you to pay before we Connect or Re-connect you to the Network or before providing any Service.
Device:	a mobile telephone, device or data card (excluding Accessories) which is approved by Orange for connection to its Network
Line One and Line Two:	Line One is the primary means by which you have access to the Services. Line Two is a second line on the same Device with its own phone number.
Minimum Term:	the minimum period for the supply of Services as specified in your Service Plan commencing on the date of Registration, where no period is specified in the Service Plan a minimum period of 12 months from the date of Registration will apply.
Network:	the electronic communications system by which Orange makes Services available in the United Kingdom.
Orange Additional Services:	optional Services (including but not limited to Roaming, International Calling, Premium Rate Services, and Content provided by Orange) which may cost extra whether they are supplied in conjunction with Service Plans or outside Service Plans
Orange:	Orange Personal Communications Services Limited and the companies owned by France Telecom S.A or any organisation that may succeed it as the assignee of this Contract. Referred to in this Contract from time to time as "we" "us" or "our".
Price Guide:	a list of our current Charges which is updated from time to time and is available from us upon request.
Registration:	our acceptance of your application for Services and our record of your data and any User data prior to Connection. "Register" has a corresponding meaning.
Roaming:	An optional Service which allows you to use your Device on other operators' networks, usually in foreign countries.
Services:	Network and other Services, including Orange Additional Services, provided or procured by us for you to use.
Service Plan:	a number of products which shall include but not be limited to bundles of airtime, tex

	and/or Orange Additional Services and/or additional discounts offered by Orange for an agreed monthly or other periodic payment.
SIM:	a card or other device which shall for the avoidance of doubt include a USIM which contains your personal telephone number and which is programmed to allow you to access the Network.
Suspension:	the temporary disconnection of Services. "Suspend" has a corresponding meaning.
User:	you, or another person named by you, who is authorised to incur Charges to your Account.

2. YOUR CONTRACT AND THE MINIMUM TERM

- 2.1 your Contract runs for at least the Minimum Term**
For each Device you own, your Contract starts on the date of Registration and will continue for the Minimum Term and thereafter You have limited rights to terminate your Contract during the Minimum Term as described in Section 4.
- 2.2 what happens when the minimum term ends**
After the Minimum Term ends, we will continue to supply you with Services as normal until your Contract is terminated in any of the ways described in Section 4.
- 2.2 what happens when the minimum term ends**
After the Minimum Term ends, we will continue to supply you with Services as normal until your Contract is terminated in any of the ways described in Section 4.

3 PROVISION OF SERVICES

- 3.1 what we aim to provide in the UK**
We will take all reasonable steps to make the Services available to you at all times. The Services are only available within the range of the base stations that make up our Network. We cannot guarantee a continuous fault free service. Please note that:
- 3.1.1** the quality and availability of Services may sometimes be affected by factors outside our control - such as local physical obstructions, atmospheric conditions, other causes of radio interference, features or functionality of your Device, the number of people trying to use the network at the same time, and faults in other telecommunication networks to which the Network is connected.
- 3.1.2** the quality of our Services may not be at its best inside buildings or below ground
- 3.2** When you move outside the Orange enhanced service area this may result in:
- 3.2.1** the call being terminated if you are on a video call
- 3.2.2** the speeds at which data is downloaded being affected.
- 3.3** Any coverage maps are our best estimate but not a guarantee of service coverage which may vary from place to place.
- 3.4 Services may sometimes be affected by maintenance and upgrading**
The Network and the Services may from time to time require upgrading, modification, maintenance or other works. These may result in some or all of the Services becoming temporarily unavailable. In such cases, we'll do everything we can to keep the period of non-availability to a minimum. However, some interruption may be inevitable.
- 3.5 suspension of Services**
We may suspend some or all of the Services you use, without giving you notice if:
- 3.5.1** we have good reason to believe that you haven't complied with one or more of the terms of your Contract
- 3.5.2** you don't pay your bill within the time stipulated in Condition 6.2; we reserve the right to place a Bar on some or all of the Services from your Device (with the exception of calls to the emergency services). This Bar will remain in force until you've paid everything you owe us. At our discretion, we may charge you for Reconnection and removal of the Bar

- 3.5.3** we also reserve the right to Suspend Services if a complaint has been made against you. The complaint will be thoroughly investigated, and Services will remain suspended until we know the results of that investigation. Any complaint you make will similarly be thoroughly investigated.
- 3.5.4** we have good reason to believe that your mobile phone number is being used for fraudulent or improper purposes.
- 3.5.5** we suspect on reasonable grounds that information has been supplied to us without the knowledge of the person named or that an application is unauthorised or contains false particulars.
- 3.5.6** you notify us that your Device has been lost or stolen.
- 3.5.7** we are required by the emergency services or other government authorities to suspend your Services.
- 3.6** You will remain liable for all monthly or other periodic Charges during any period of Suspension.
- 3.7** **suspension of Orange Additional Services**
We reserve the right to change, suspend or withdraw part or all of any Orange Additional Service on giving reasonable notice.
- 3.8** **monitoring the Services you use**
For the purposes of good management and security and to make sure we follow your instructions correctly and to improve our service to you through training of our staff, or to monitor instances of unsolicited messages we may monitor or record communications. Where we have good reason to believe such communication is unsolicited you agree we may but are not obliged to block such communication.
- 3.9** **roaming Services outside the UK**
Roaming relies on the telecommunications systems of foreign networks, over which we have no control. We cannot therefore offer any guarantees about Roaming services.
- 3.10** If you use Services from a country outside the UK your use of the Services may be subject to different laws and regulations that apply in that other country. Orange is not liable for your failure to comply with those laws or regulations.
- 3.11** **Storage and transmission of information on our Network**
We may establish limits concerning the use of the Services for example the maximum size of an email message that may be sent or received, the maximum capacity allocated to you for storage of Content on the Network which you access via the Services.
- 3.12** You agree that Orange has no responsibility for the deletion, corruption or failure to store any Content maintained or transmitted by the Network.
- 3.13** Whilst Orange has no responsibility to monitor the use of the Services if you exceed the use limits we reserve the right to refuse to store or send Content on your behalf.
- 3.14** **Access to the Services and Content**
Under no circumstances will Orange or any of the other parties involved in the provision of Orange Content, be liable for any losses, damages, costs or expenses arising from or in any way connected with any errors, defects, interruptions, malfunctions or delays in Content or the provision of Content. Orange agrees to rectify any such problems in the Content which are notified to Orange as soon as Orange reasonably can. If you do notice a fault or error in the Content, please notify the fault to Orange.
- 3.15** Orange accepts no liability for the, loss, late receipt or non-readability of any download, transmission, or other communications. The Content, which is obtained from a large range of sources, is supplied to You on an "as is" basis and Orange does not warrant that the Content is of satisfactory quality, fit for a particular purpose, suitable, reliable, accurate, complete, secure or is free from error.
- 3.16** **Access to the third party services and the internet**
We have no control over the value or quality of goods, services or Content offered by third parties on or through the Services. As a result we cannot be responsible or liable in any way for and do not endorse, any of these goods, services or Content.
- 3.17** The Services may be used by you to access websites and networks worldwide. Orange accepts no responsibility for the Content or services in respect of these and you agree to conform with the instructions issued by those websites and networks relating to your use of those services.
- 3.18** If you use your Device to access the internet or third party services as it may not be a secure environment unwanted programs or material or viruses may be downloaded to your Device without your knowledge which

may give unauthorised access to, or damage your Device and the information stored on it. Orange is not liable or responsible in any way for such unauthorised access, damage to or loss of information on your Device.

3.19 Age Restricted Services

You are not permitted to access our Age Restricted Services (if any) if you are below the age specified to access the Services. If you are allowed to access the Age Restricted Services by virtue of the fact you are the specified age or older you must not show or send Content from the Age Restricted Services to anyone below the specified age. If you let anyone under the specified age use your Device you must ensure you deactivate access to the Age Restricted Services.

4 YOUR RIGHTS TO TERMINATE THIS CONTRACT

4.1 terminating your Contract after the Minimum Term

You may terminate your Contract to expire at anytime after the Minimum Term by giving us at least one month's notice. You are free to restore your Contract throughout this notice period, should you change your mind.

4.2 terminating your Contract during the Minimum Term

You may terminate your Contract before the Minimum Term has expired if you pay us:

4.2.1 all Charges that are due, plus

4.2.2 a lump sum equivalent to the total of all the monthly or other periodic Charges still remaining on your initial Minimum Term agreement (except in the circumstances set out in Conditions 4.3 and 15.1). You'll be entitled to a rebate of 5% of that total if you terminate your Contract up to and including the first day of the last month of the Minimum Term.

4.3 terminating your Contract because Orange has changed its terms

You may also terminate your Contract if we vary its terms, resulting in an excessive increase in the Charges or changes that alter your rights under this Contract to your detriment. In such cases you would need to give us at least 14 days written notice prior to your Billing Date (and within one month of us telling you about the changes). However this option does not apply if:

4.3.1 we have increased the Charges by an amount equal to or less than the percentage increase in the All Items Index of Retail Prices published by the Central Statistical Office in the Monthly Digest of Statistics in any 12 month period; or

4.3.2 the variations we have made have been imposed on us as a direct result of new legislation, statutory instrument, government regulation or licence; or

4.3.3 the variation relates solely to an Orange Additional Service, in which case you may cancel that Orange Additional Service in accordance with Condition 15.1.

4.4 terminating your contract because Orange is no longer able to provide access to the Network

If, for reasons beyond our control, we are no longer able to provide Network Services, we will at our discretion either:

4.4.1 make arrangements for you to be supplied with equivalent Services by another network at no extra cost to you, or

4.4.2 accept written notice from you that you wish to terminate your Contract. In such cases we will refund any pre-paid Charges that have not been used up.

4.5 termination of your Contract by Orange

We may terminate your Contract immediately at any time in respect of any or all the Devices owned by you, in whole or in part, by giving you written notice if:

4.5.1 you fail to pass any credit assessments which we may reasonably consider to be necessary from time to time

4.5.2 you fail to pay any of your bills from Orange on time

4.5.3 we have good reason for believing that any information you have given us is false or misleading

- 4.5.4** you become insolvent within the meaning of Section 123 of the Insolvency Act 1986, or bankrupt, or make any arrangement with creditors or go into liquidation or become subject to an administration order or a receiver is appointed over any of your assets or if we have good reason for believing that you are unable to pay the Charges
- 4.5.5** in addition, we may terminate your Contract at any time after the Minimum Term has expired by giving you at least one month's written notice.
- 4.6 termination of your contract by Orange without written notice**
We reserve the right to terminate your contract immediately at any time in respect of any or all of the Device owned by you, in whole or in part without notice to you if
- 4.6.1** we have good reason for believing that you have breached Conditions 6.4.2, 6.4.3, 6.4.4 or 6.4.5, 6.4.8, 6.4.9, 6.4.10, 6.4.11 or
- 4.6.2** you haven't complied with one or more of the terms of your Contract and do not correct the breach within 7 days of being asked by us in writing to do so.
- 4.6 termination and Line Two**
Termination of your Contract for any reason connected with Line One will result in automatic termination of Line Two.

5 EFFECT OF TERMINATION OF THE AGREEMENT

- 5.1** When this Agreement is terminated, your Device will be Disconnected and you will no longer be able to use the Services.
- 5.2 what to do after Termination of your Contract**
Termination of your Contract is subject to you paying us any money you owe us and us paying you any money we owe you. After termination, it is your responsibility to cancel any direct debits, standing orders, credit card mandates or other authorisations you may have given for periodic payments to be made to us by third parties.

6 YOUR RESPONSIBILITIES

- 6.1 when your payments are due**
Ordinarily we will invoice you monthly in advance for monthly charges which are non-refundable and month in arrears for call and message charges but we reserve the right to amend the invoicing period and submit interim invoices to you. The Connection charge will be included on your first invoice. Charges in respect of Services not supplied directly by us e.g. Roaming may be invoiced several months in arrears. VAT will be added to all invoices at the relevant rate where applicable. Payment is due when you receive your invoice.
- 6.1.1** you will be responsible for paying all Charges on your Account, whether or not they have been accrued by you personally. You will also be responsible for any extraordinary costs incurred in administering your Account, including collecting any payments. If your Service has been Disconnected, either at your request or ours, you will remain responsible for paying any outstanding Charges
- 6.1.2** you must make your payment when you receive your invoice and by one of the payment methods stated on your invoice subject to clause 6.3. However we may also submit an interim bill or require an immediate payment if we think you have exceeded a reasonable limit on your Account.
- 6.2 penalties for overdue payments**
If payment is not made within 14 days of its due date, we may charge interest on all sums outstanding at the rate of 2% above the base rate of National Westminster Bank. This interest will be charged on a per annum basis calculated daily.
- 6.3 payment methods**
Ordinarily we will accept payment of Charges by credit card, debit card, cheque, direct debit and electronic transfer, but we reserve the right to refuse any payment method if we have reasonable cause to believe such payment will be dishonoured.
- 6.3.1** we reserve the right to charge an administration fee each month for payments not made

by direct debit

6.3.2 we may arrange for invoices to be issued by a third party on our behalf. Invoices issued by such third party shall be binding on you and payment of such invoices in full to the third party will be a valid discharge of your liability to pay such invoices under this Agreement.

6.4 things that you agree to do

Recognising that good management and security of the Services is important to all Orange customers, you agree that you will:

- 6.4.1** provide whatever proofs of your identity and address that we consider reasonably necessary from time to time. Whilst photocopy or fax copies are usually acceptable we do reserve the right to request the original document
- 6.4.2** keep confidential, and not disclose to any third party, your Account password or any personal identification code, number or name issued by us permitting access to the Services
- 6.4.3** not use the Services for any improper, immoral, fraudulent or unlawful purposes or for the sending of any communication or storing any data which is of an offensive, abusive, indecent, obscene or menacing nature
- 6.4.4** not cause, nor knowingly allow others to cause, any nuisance, annoyance or inconvenience, whether to us or to any of our customers, by any means including the use of the Network for persistently sending unsolicited communications without reasonable cause
- 6.4.5** not act in a way, whether knowingly or otherwise, which will impair the operation of the Network or any part of it, or put it in jeopardy
- 6.4.6** use only Devices and Accessories approved for use with the Network, and comply with all relevant legislation or regulation relating to their use
- 6.4.7** comply with any reasonable instructions issued by us which concern your use of the Services, and co-operate with us in our reasonable security and other checks (which may include us making phone calls to you)
- 6.4.8** not send or upload anything that is copyright protected (unless you have permission) or which in any way breaches the intellectual property rights of any third party
- 6.4.9** not copy, modify, store, forward, publish or distribute the Services or their Content without our express permission
- 6.4.10** only use Content for your own personal use and not for any commercial purposes or distribute it commercially
- 6.4.11** not to re-sell, re-supply or otherwise distribute the Services or Devices without the prior written agreement of Orange
- 6.4.12** not to circumvent the Age Restricted Service mechanisms.

7 MULTIPLE USERS

7.1 Where there are one or more Users other than you under your Contract, you remain responsible :-

7.1.1 for ensuring the Services are used in accordance with this Contract and

7.1.2 for all Charges incurred to your Account by those Users.

8 LINE TWO - LIMITATIONS ON USAGE

8.1 Suspension of Services

If we Suspend Services on Line One, Services on Line Two will automatically be Suspended also.

8.2 electronic messages

It is not possible to send electronic messages on Line Two this shall include but not be limited to, text, video and multi media messages.

8.3 Service Plan

You may not have a higher Service Plan on Line Two than you have on Line One.

9 INFORMATION SUPPLIED BY YOU

9.1 the details you give us must be correct

By applying for Registration or for Orange Additional Services, you undertake to provide your correct name, address and other factual information. You also confirm that:

9.1.1 the person stated to be authorised to sign for a company or firm is duly authorised

9.1.2 any individual applying as a member of a company is of full contractual capacity and is able both to pay for the Services he or she has requested and to meet his or her other obligations under your Contract

9.1.3 You must also tell us if your details change.

9.2 what happens if we suspect the details you give us aren't correct

If we suspect, on reasonable grounds, that information has been supplied to us without the knowledge of the person named, or that an application is unauthorised or contains false particulars, we may delay Connection or Suspend Services to your Device while we investigate further. Following our investigation, we will Connect or reinstate the Services unless we have grounds to terminate. You acknowledge that you will have no claim against us in respect of any delay or Disconnection caused as a result of the operation of this Condition.

10 CREDIT ASSESSMENTS

10.1 your application is subject to credit status

All applications for Registration and Orange Additional Services are subject to credit assessment before we can connect you to the Network. In considering your application we will search your record at the licensed credit reference agencies. They will add to your record details of our search and your application. We will use credit scoring and other automated decision making systems when assessing your application. If our assessment of you does not meet our normal requirements we reserve the right to decline to Connect you or to supply Orange Additional Services or to decide an appropriate credit limit on your Account. Alternatively, we may ask you to lodge a Deposit with us before we Connect you. If you believe our assessment of you is incorrect, we will review your eligibility. However, we cannot accept responsibility for the accuracy of information provided from the databases of credit reference agencies. Nor can we accept any liability for the consequences of our declining to Connect you.

10.2 We will also check your details with fraud prevention agencies who will record details of any false or inaccurate information provided by you where we suspect fraud. We or other organisations may use and search these records to:

10.2.1 help make decisions about credit and credit related services, for you and members of your household

10.2.2 help make decisions on motor, household, credit, life and other insurance claims, for you and members of your household

10.2.3 trace debtors, recover debt, prevent fraud, and to manage your Accounts or insurance policies

10.2.4 check your identity to prevent money laundering, unless you furnish us with other satisfactory proof of identity.

10.3 We may also disclose details of how you conduct your Account to such agencies. The information will be used by other credit grantors for making credit decisions about you and the other members of your household, for fraud prevention, debt recovery, money laundering prevention, tracing debtors and Account management. For these purposes we or they may make further searches. Although these searches will be added to your record they will not be shared by others.

10.4 Please contact us if you would like details of these credit reference and fraud prevention agencies from

whom we obtain and to whom we pass information about you. You have a legal right to this information.

11 DEPOSITS

11.1 deposits are held for 12 months

We may request a Deposit from you:

- a) before Connection
- b) before making Orange Additional Services available to you, or
- c) before reinstating the Services after Suspension.
- d) if you fail to pass any credit assessments which we reasonably consider to be necessary from time to time

11.2 Deposits will be held for 12 months from the date of receipt and then refunded upon request. We do not pay interest on Deposits. If you owe us money, we may set off Deposits against the amount due to us. If there is a balance left over in such cases, we will remit this to you or credit your Account.

12 SIM CARD

12.1 it's your responsibility to keep your SIM Card safe

Any SIM Card we supply to you remains our property, but it is your responsibility to keep it safe. SIM Cards are easily damaged and should be handled with care. We will replace free of charge any SIM Card found to be defective through faulty design or workmanship. In any other circumstances, however, we may charge for replacing it. We reserve the right to recall any SIM Card from you at any time to enhance or maintain the quality of the Services.

12.2 what to do if your SIM Card is lost, stolen or damaged

You must inform us immediately if the SIM Card supplied to you is lost, stolen or damaged. You will remain liable for all Charges incurred until you do so. We will send you a replacement SIM Card as soon as reasonably practicable, but we reserve the right to charge you for doing so.

12.3 your SIM Card and other networks

The SIM Card supplied with your Device enables the Device to work on our Network only with the exception of Devices which can access Roaming Services. However, after the Minimum Term we will lift this restriction at your request, provided all your payments of Charges are up to date and you pay the current administrative charge. The software in the SIM Card and the Device is either owned by or licensed to Orange which grants you a non-exclusive licence to use it for accessing the Services for the duration of your Contract and not otherwise.

13 DIRECTORY AND CALLER ID

13.1 what to do if you want your number to remain private

We will enter your Orange number in Orange and third party directories, and our Network will allow the display of your Orange number on receiving Devices. If you prefer not to allow either of these options, please let us know in writing. Your mobile phone number and the approximate location of your Device will always be sent if calling the emergency services.

14 DEVICES

14.1 your Device is not a part of your Contract

Your Device and Accessories are acquired by you outside the terms of your Contract.

15 CHANGES TO YOUR CONTRACT

15.1 we reserve the right to make changes to your Contract

When you Register you are asked to choose a Service Plan and to indicate which Orange Additional Services you require. You may switch to a higher Service Plan at any time. You may switch to a lower Service Plan as often as you like after 6 months following your Connection to the Network, unless otherwise stated. In the event you do switch Service Plan and add to or cancel Orange Additional Services you must give us not less than 10 days notice before your Billing Date (subject to the terms of any promotional offers you have accepted). We do, however, reserve the right to vary the terms of this Contract from time to time

and to make changes to your Service Plan. We acknowledge that if we do increase the Charges, withdraw Orange Additional Services or introduce new mandatory Charges - or if your contractual rights are affected to your detriment - you may terminate your Contract in accordance with Condition 4.3. If you do not give notice within one month of our notifying you of any change(s), you will be taken to have accepted the change(s).

15.2 In exceptional circumstances a government authority may require the reallocation or change of phone numbers in which case we may have to change your mobile phone number for the Services

15.3 new services

We are continuously enhancing our existing Services as well as adding new services, particularly Orange Additional Services. Charges for, and any special terms and conditions attached to Orange Additional Services will be notified in Customer Communication. The terms of your Contract, including Charges current on the date when you take up the offer of any Orange Additional Service, will apply to it, subject to any special promotional offer made by us and accepted by you.

16 CUSTOMER COMMUNICATION

16.1 please read all the information we send you

We update our Customer Communication from time to time. Information on various topics is mailed to Customers with their monthly billing statements and is available on request from us. You are asked to read your Customer Communications and to keep those which are mailed to you until they are superseded. We regard you as having been given any information if it is either:

- a) included in a mailing addressed to you
- b) by voicemail, email text or other form of electronic message sent by us to your Device
- c) communicated directly by any means.

17 ASSIGNMENT OF CONTRACT AND CHANGE OF OWNERSHIP OF DEVICE

17.1 your Contract is personal to you

Your Contract is personal to you and you may not assign it. However, we may at our discretion (not to be unreasonably withheld) allow you to:

- a) nominate a User other than yourself while you remain primarily liable to us under your Contract
- b) terminate your Contract on short notice if you have transferred title to your Device to a new customer who has Connected the Device to our Network.

17.2 We may assign our rights to your Contract only if such assignment is on terms which are at least as advantageous to you as those set out in your Contract.

18 LIABILITY

18.1 circumstances in which neither of us accepts liability

Except as provided in this Condition 18, neither party shall be liable to the other, whether in contract or tort nor otherwise, for any loss or damage which is:

- a) not the fault of the other party
- b) indirect and/or not reasonably foreseeable
- c) loss of business, profits, savings, revenue, use or goodwill, or for any loss or corruption of data whether caused to the other party through any breach of your Contract or any matters arising under it. Neither party excludes liability for negligent acts or omissions causing death or personal injury to any person.

18.2 maximum liability of Orange

Subject to Condition 18.1, we limit our legal liability up to a maximum of three thousand pounds per claim or a series of related claims for any loss or damage which is:

- a) direct financial loss
- b) direct physical damage to or loss of property resulting from our breach of contract or

negligence while providing Services.

18.3 factors beyond our control

We will not be liable to you if we are unable to perform an obligation or provide the Services to you because of any factor outside our control, including but not limited to Acts of God, industrial action, default or failure of a third party, war, terrorist act, governmental action, or by any act or decision made by a court of competent jurisdiction.

18.4 your maximum liability

Subject to Condition 18.1, your liability is limited to payment of all outstanding Charges due in accordance with the provisions of your Contract.

19 GENERAL

19.1 changes to your Contract

Subject to Condition 15, your Contract may be varied or amended only by the express mutual agreement of both parties. A party seeking to rely on such variation or amendment must produce evidence of the other party's agreement to it.

19.2 disclosure of information to third parties

You agree to the disclosure to any telecommunications company, debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of:

- a) any information relating to your Contract, including your personal financial information and details of how you have performed in meeting your obligations under your Contract
- b) any disclosure as may be within our Data Protection Act registration
- c) any disclosure required as a result of an order of any court of competent jurisdiction or by statutory authority.

19.3 Your information

Orange or its Group companies will use your information which you provide to us together with other information for administration, marketing, credit scoring, customer services, tracking your Device and web use preferences, and profiling your purchasing preferences. We will disclose your information to our service providers and agents to help us with these purposes. We will keep your information for a reasonable period after your contract with us has finished in case you decide to use our Services again and may contact you about our Services during this time.

19.4 By registering your Device on the Network you consent to us sharing your information with other companies in the Group and companies outside the Group who are our business partners. They or we may contact you by mail, telephone, electronic messaging services, fax or email to let you know about any goods, services or promotions which may be of interest to you. Please call customer services if you do not wish to receive such information from us, or if you do not wish to receive information from our business partners, but remember that this will preclude you from receiving any of our special offers or promotions or those of our business partners.

19.5 By registering your Device on the Network you consent to our transferring your information to countries which do not provide the same level of data protection as the UK if necessary for providing you services you require. If we do make such a transfer, we will put a contract in place to ensure your information is protected.

19.6 You have a right to ask for a copy of your information (for which we charge a small fee) and to correct any inaccuracies.

19.7 When you give us information about another person you confirm that they have appointed you to act for them, to consent to the processing of their personal data, and to the transfer of their information abroad and to receive on their behalf any data protection notices.

19.8 For details of the Orange and its Group of Companies please visit our website.

19.9 delivering communications to you

All notices to be served in accordance with your Contract must be served by post or facsimile. We can in addition serve notice to you by voicemail, email text or other form of electronic message. They will be deemed served 48 hours after they are sent, or on earlier proof of delivery. All invoices and notices served by post will be sent to the address given by you on Registration unless you notify us of a change to this address. Any waiver, concession or extra time we may allow you is limited to the specific circumstances in which it is given and does not affect our rights in any other way.

19.10 disputes between you and us

You may request that disputes between you and us are referred to arbitration under our Code of Practice for Consumer Affairs. We will supply a copy of our Code of Practice for Consumer Affairs to you on request.

19.11 miscellaneous

If either party delays or does not take action to enforce their rights under the contract this does not prevent either party from taking action later.

19.12 If any of the terms in this contract are not valid or legally enforceable the other terms will not be affected. We may replace any term that is not legally effective with a similar term that is.

19.13 Orange company details

Our Company Registration Number is 2178917 and our Registered Office is at St James Court, Great Park Road, Almondsbury Park, Bradley Stoke, Bristol, BS32 4QJ.

19.14 governing law

Your Contract is to be interpreted in accordance with the Laws of England and Wales.

"Orange" means Orange Personal Communications Services Limited, St James Court, Great Park Road, Almondsbury Park, Bradley Stoke, Bristol BS32 4QJ (Company number 2178917) who owns and operates a mobile telecommunications network (the "Network")

"You" means any Orange account holder whose mobile device is registered to the Network and may be used to download content including but not limited to video clips, images, games, applications, ring tones, icons, pictures, animations, sounds, picture postcards or other content for use on a mobile device (the "Content").

By downloading or otherwise accessing content or services via the Orange World Portal You agree to be bound by these Terms and Conditions.

1. Where a third party content provider is identified as providing the Content, You may be contracting directly with that content provider and You will be subject to additional terms and conditions as notified to You by the content provider. For the avoidance of doubt You will remain bound by these Terms and Conditions to the extent they are applicable.
2. By downloading or accessing the Content You warrant to Orange that You are sixteen (16) years of age (or where the nature of a particular service so requires, over eighteen (18) years of age) and have the legal capacity to enter into these Terms and Conditions.
3. You must be either an Orange contract customer or an Orange pre-pay customer with sufficient credit to download or access Content. Where Content is delivered to Your handset, rather than being stored on a dedicated Orange server, You must have sufficient credit plus 30p (or £1.00 for video clips) per download to cover maximum transport costs.
4. The cost of any Content downloaded or accessed will be included in Your bill for contract customers or deducted from Your credit for pre-pay customers. Details of these costs can be found in the Orange Price Guide.
5. The Content may be downloaded or accessed in some foreign countries, however this is dependent on this service being supported by the foreign network. You should check with the local carrier with regards to additional charges for such downloads or access.
6. The ability to download or access Content may be restricted or impaired when on a roaming network abroad.
7. Content is non-exchangeable and non-refundable.
8. In some instances the call waiting feature on Your handset may be affected by downloading or accessing Content.

9. For reasons relating to maintenance and protection of intellectual property rights, You must not modify or forward any Content unless expressly permitted to do so by Orange and You will be directly liable for any claims brought against You, including claims by Orange or any third parties should You do so. In no circumstances may You use the Content for commercial purposes or forward Content to anyone who You have reason to believe may use it commercially. You may not copy, distribute, modify, reformat, display, license, transmit, sell, perform, publish, transfer, reverse engineer or decompile (except to the extent expressly permitted by applicable law or as set out in this Agreement) or attempt to do so, or otherwise make available, the Content.

10. Please note that any Content saved onto Your handset will be lost if Your handset is upgraded or replaced. If Your airtime services contract with Orange is terminated or you otherwise leave Orange, You will lose any Content You have purchased which is stored on a dedicated Orange server.

11. Where the Content is downloaded to Your handset, You are entitled to download it once and store one copy of the Content in Your phone's memory. You may make one copy of the Content for back-up purposes only. All copies of the Content remain the property of Orange or its licensors.

12. There are limits on the volume of Content that can be accessed any time. For further information please refer to the manufacturer of Your handset and any specific restrictions relating to the particular Content You are accessing or downloading. If You wish to access additional Content once You have reached this limit, You will need to delete some of Your existing Content.

13. Differences in handset features mean that not all handsets are compatible with all Content. You are advised to check Your particular handset's compatibility before downloading or accessing Content.

14. Your usage of the Content may be limited to a certain period of time. If this is the case, You will be advised in advance of downloading the Content. There may also be occasions where Content which is stored for You on a dedicated Orange Server has to be removed for legal or rights reasons. If this is the case, Orange may offer You replacement Content to the value of the Content which is removed.

15. Under no circumstances will Orange or any of the other parties involved in the provision of Content, be liable for any losses, damages, costs or expenses arising from or in any way connected with any errors, defects, interruptions, malfunctions or delays in Content or the provision of Content. Orange agrees to rectify any such problems in the Content which are notified to Orange as soon as reasonably practicable. If You do notice a fault or error in the Content, please notify the fault to Orange.

16. The downloading and accessibility of Content is subject to availability and may be affected by the volume of users from time to time or by Network congestion. Orange's Standard Network Terms and Conditions (which can be viewed at www.orange.co.uk/terms.html) continue to apply in addition to these Terms and Conditions.

17. Orange accepts no liability for the temporary non-availability of its Network, loss, late receipt or non-readability of any download, transmission, or other communications. The Content, which is obtained from a large range of sources, is supplied to You on an "as is" basis and Orange does not warrant that the Content is of satisfactory quality, fit for a particular purpose, suitable, reliable, accurate, complete, secure or is free from error.

18. Orange will not be liable to You in any way for failures, defects or delays in the delivery of the Content which are caused by one or more of the following reasons:-

a. You have provided incorrect information when ordering the Content;

b. Your handset is not able to receive the Content;

c. Your message mail box is full and has no additional memory to receive the Content;

d. Your handset is out of range or for some reason cannot be contacted; or

e. You accidentally erase the Content.

19. Unlawful, indecent, or otherwise inappropriate use of the Content is prohibited.

20. You agree only to access, download and use the Content in accordance with Orange's security measures relating to its Network, billing, and any Content source code, and will not attempt to circumvent such security measures.

21. You agree not to use the Network or the Content in any way which may interrupt, damage, reduce the efficiency or impair in any way the whole or any part of the Network or the delivery of Content.

22. All trademarks and trade names are the properties of their respective owners and all rights are reserved by the respective owners.

23. Breach of these terms by You will entitle Orange to terminate Your use of the Network and/or use of the Content.

24. Rapid advancement in technology relating to mobile communications means Orange reserves the right to vary or withdraw Content at any time without notice and to amend these Terms and Conditions from time to time. Any alteration or addition to these Terms shall take effect immediately once posted on www.orange.co.uk. Any continued use or access to Content after such publication means that You will be deemed to have accepted such changes. Orange reserves the right to change the cost of the Content from time to time. Any alteration or addition to the cost shall take effect immediately once posted on www.orange.co.uk and/or on our WAP site. Any continued downloads of Content and access to Content after such publication means that You will be deemed to have accepted such changes.

25. You agree that Personal Data (as defined in the Data Protection Act 1998) supplied by You when ordering Content may be used by Orange to monitor the use of the service from time to time and to evaluate areas of improvement. All Personal Data collected from You will be used by Orange for the purposes of providing the Content and may be added to a database owned by Orange for use by Orange in marketing its services.

26. This Agreement shall in all respects be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

27. If any of these Terms and Conditions are determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of these Terms and Conditions.

28. With reference to the Orange Calling Tunes service: If you change your mobile phone number at any time you will lose all Calling Tunes Content you previously purchased or received as a free promotion as part of the Calling Tunes Service.