

# Pay monthly terms and conditions and important information.

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# Pay monthly terms and conditions

Please read these Tariff Terms and Conditions carefully as they affect your rights and liabilities under the law and set out the terms under which Tesco Mobile makes the tariff available to you.

The Tesco Mobile Pay Monthly Service Terms and Tesco Mobile Pay Monthly Privacy Policy also apply. If you've taken out an Anytime Upgrade tariff, the terms of a separate credit agreement will also apply.

## 1. Pay monthly service

- 1.1 The Tesco Mobile Pay Monthly Service can be used in the UK, while periodically roaming within a European Union member state and other select countries (the "HFH Destinations") and in other countries worldwide (the "International Destinations").
- 1.2 Charges for the use of the Tesco Mobile Pay Monthly Services are set out in the price list published at <http://www.tescomobile.com/help-and-support> ("Call Charges").
- 1.3 The Tesco Mobile Pay Monthly Service includes a number of minutes, texts and/or data which can be used without extra charge ('Inclusive Allowance'). The Inclusive Allowance available to you will depend on the tariff you choose.
- 1.4 Calls to voicemail are deducted from your Inclusive Allowance. Calls to selected telephone helplines are free of charge and as such are not deducted from your Inclusive Allowance.
- 1.5 Charges for all calls, texts and data usage outside of your Inclusive

Allowance will be charged at the current rates set out in the Call Charges.

## 2. Your Inclusive Allowance and call charges

- 2.1 Your Inclusive Allowance can be used to make calls in the UK to:
  - a) Standard UK landlines (numbers starting 01, 02, 03 or 080 only).
  - b) 07 numbers allocated to UK mobile network operators that provide mobile services with substantial national coverage (this currently includes the six major operators O2, EE, Orange, T-Mobile, Vodafone and Three, and providers such as Virgin Mobile, Tesco Mobile and BT Fusion).
- 2.2 Your Inclusive Allowance can also be used when periodically roaming in a HFH Destination to call standard mobile and landlines in the UK or other HFH Destinations.
- 2.3 Your Inclusive Allowance can't be used to make calls:
  - a) from the UK or from any HFH Destination to Non-geographic numbers and freephone numbers starting 05;
  - b) from the UK or from any HFH Destination to Non-standard or "special" 07 numbers (all those 07 numbers that are not specifically included in your Inclusive Allowance, i.e. are not used to provide mobile services),
  - c) from the UK or from any HFH Destination to any number ranges which Tesco Mobile reasonably believes are being used for call forwarding services, onward calling services or numbers that pay a revenue share. Examples of these number ranges include 076, 07364, 074065, 074181, 074186,

074410, 077415, 0774417, 074516, 074517, but are subject to change;

- d) from the UK or from any HFH Destination to premium rate and directory enquiries numbers, where special charges apply;
  - e) from the UK or from any HFH Destination to an International Destination;
  - f) from the UK to any HFH Destination.
- 2.4 You can see a list of the UK numbers at <http://www.tescomobile.com/help> which are not included in your Inclusive Allowance and the current associated charges. Please note that this list is updated regularly as new number ranges are allocated or as we become aware that the use of existing ranges has changed.
- 2.5 If you use up all your Inclusive Allowance, any calls made in the UK or in a HFH Destination to numbers which would previously have been included, will be charged at the standard UK [current rate](#).
- 2.6 Any calls made from an International Destination or to an International Destination from within the UK or within a HFH Destination will be charged at the current standard [roaming or international call rates](#).
- 2.7 For calls made in the UK or in a HFH Destination, lasting less than 30 seconds, you will be charged the minimum cost of 27p
- 2.8 Calls to voicemail are deducted from your Inclusive Allowance. Calls to selected telephone helplines are free of charge and as such are not deducted from your Inclusive Allowance.

### 3. Your Inclusive Allowance and text charges

- 3.1 Your Inclusive Allowance can be used for

texts sent in the UK to UK mobiles.

- 3.2 Your Inclusive Allowance can also be used when periodically roaming in a HFH Destination to text standard mobile numbers in the UK or other HFH Destinations.
  - 3.3 Your Inclusive Allowance cannot be used for:
    - a) Premium rate texts, where special charges apply;
    - b) Texts sent from the UK or while in a HFH Destination to International Destinations;
    - c) Texts sent from the UK to a HFH Destination;
  - 3.4 d) Texts sent from an International Destination to any number; e) Any chargeable texts you receive.
  - 3.5 If you use up all your Inclusive Allowance, any texts sent in the UK or while in a HFH Destination to numbers which would previously have been included will be charged at the standard UK [current rate](#).
  - 3.6 Any texts sent from an International Destination or to an International Destination from within the UK or while in a HFH Destination will be charged at the current standard [roaming or international call rates](#).
  - 3.7 A text message is defined as a message containing up to and including 160 characters and/or spaces. Where a message exceeds this, it will be charged as additional messages for each 160 characters, including spaces.
- ### 4. Your Inclusive Allowance and data charges
- 4.1 Your Inclusive Data Allowance (where applicable) can be used in the UK or in a HFH Destination and can be used for all our different types of mobile data (for example Edge/GPRS/3G/HSPA areas) and will not differentiate between the types of mobile

data you are using. Your data allowance will not rollover from one month to another.

- 4.2 All usage must be for your private, personal and non-commercial purposes. You may not use your SIM card in such a way that adversely impacts the service to other Tesco Mobile or Telefonica O2 UK customers.
- 4.3 Once you have used all your Inclusive Allowance, any data use which would previously have been included will be charged at the standard UK current rate.
- 4.4 If we reasonably suspect you are not acting in accordance with this paragraph, we reserve the right to impose further charges, impose network protection controls (which may reduce your speed of transmission) or disconnect your tariff at any time, having attempted to contact you first.
- 4.5 Your mobile phone must be data compatible and enabled to access data services. Access to data services is subject to network coverage.
- 4.6 A 4G ready phone, a tariff with a 4G enabled data bundle and a 4G SIM card are all required to use the Tesco Mobile 4G Services. A software update on your phone may also be required. You are responsible for correctly inserting the 4G SIM card and installing any required software on your phone. You must also follow any instructions we send to you for accessing our 4G network.
- 4.7 To enable 4G you must purchase a 4G enabled data bundle or contact our Customer Care team to add 4G to your subscription
- 4.8 Once you have access to our 4G Services, you will only be able to access mobile internet data over our 4G network if you are in a 4G coverage area. When in our other mobile data network areas (for example Edge/GPRS/3G/HSPA areas) you will still be able to access non-4G data over these networks as usual.

- 4.9 Our coverage checker provides an indication and prediction of outdoor coverage, but coverage may vary depending on time, location and handset. Data reception and speeds may not be as good indoors or in a car. Radio-based mobile technologies can also be affected by local factors including buildings, trees and even weather conditions. The coverage checker is a guide and does not guarantee signal coverage. Check for live network updates in affected areas at <https://status.o2.co.uk/>.
- 4.10 **4G Service Fair Usage Policy:** Use of the 4G Service is subject to the following fair usage policy which includes, but is not limited to, usage by you (or any third party permitted by you): (i) of the Tesco Mobile Network and / or the 4G Service for commercial purposes; (ii) which we reasonably believe adversely impacts the service of other customers or may adversely affect the Tesco Mobile Network and / or the 4G Service ; or (iii) which we reasonably believe excessively or continually exceeds any upper limit which is imposed.
- 4.11 We reserve the right to monitor your usage and, if we reasonably determine that your use is abusive or in breach of our fair usage policy, we may do any or all of the following: (i) request you to moderate your use; (ii) impose further charges in respect of your atypical or abusive use; or (iii) suspend or withdraw your access to the 4G Service or other services or both. This will not affect your standard voice and text usage.

## 5. Capped tariffs with inclusive calls, texts or data

- 5.1 If you've chosen a tariff that allows you to cap your chargeable usage, you can choose either a zero bill cap or a safety buffer which will cap your usage, over and above your Inclusive Allowance.
- 5.2 If you chose not to add a zero bill cap or a safety buffer to cap your tariff, we will automatically impose a default limit on your

account if your chargeable usage is equal to the values shown in this table. We call this your account limit.

Tariff value	Account Limit
£15.00 and below	£50.00
Above £15.00 and up to £25.00	£100.00
Above £27.50	£150.00

- 5.3 Your safety buffer, whether imposed by you or us, will apply in the UK, HFH Destinations and International Destinations. If you've used your safety buffer and have also used all of your monthly Inclusive Allowance minutes, texts or data, you will only be able to receive calls (in the UK and HFH Destinations, but not in International Destinations) and texts (anywhere in the world), until you either increase your safety buffer via your online account, in your Tesco Mobile app, or make a payment to adjust your spend.
- 5.4 If you use up your safety buffer, we will notify you by sending you a text. You won't be able to make any more chargeable calls or receive chargeable calls (for example while abroad), send chargeable texts or use data outside your monthly Inclusive Allowance or while abroad. But you will still be able to call customer care, or use any remaining minutes, text or data in your Pay Monthly Inclusive Allowance.
- 5.5 The bill payer can login to their online account to check whether they can:
- increase their safety buffer
  - decrease their safety buffer,
  - remove their safety buffer
  - add a zero bill cap or
  - remove zero bill cap
- 5.6 Your safety buffer will apply abroad. We'll let you know when you reach 80% and then 100% of the selected amount. When you

select a safety buffer that permits you to incur charges in excess of your Inclusive Allowance by more than £40, you will be agreeing and consenting to being charged more than the regulatory cap for data usage in a HFH Destination. You can at any time reduce or modify your safety buffer to £40 or less via your Pay Monthly account online.

- 5.7 If you choose a zero bill cap, you'll only be able to use your monthly allowance of minutes, texts and data. You will still be able to call customer care but you'll need to make a payment or change to a safety buffer to do things like...
- Send picture messages
  - Call or text premium rate numbers
  - Call 101 or 05 numbers
  - Make international calls
  - Use extra minutes, texts and data

## 6. Tariffs requiring payment

- 6.1 Where we offer a tariff that requires you to pay into your account ('payment') in addition to your Pay Monthly subscription, the Terms and Conditions in this Section 6 will also apply.
- 6.2 Each time you use your mobile phone for chargeable use, your Inclusive Allowance calling, text and data allowances will be first reduced by the amount of the chargeable use:
- Once you have used up one of more of your Inclusive Allowances, charges for any additional usage of the used up chargeable use type will be incurred against your applicable limit per tariff, such as your safety buffer, or maximum limit ('additional chargeable usage limit').
  - If you use up all of your additional chargeable usage limit, you'll still be able to use any call, text or data Inclusive Allowance that's available.
  - Once you reach your additional chargeable usage limit, to continue using the

chargeable use type that you have used up, you'll have to make a payment. It's up to you to decide how much to pay onto your account. You'll still be able to receive incoming calls (excluding incoming calls while roaming in an International Destination), even if you haven't made a payment, but you won't be able to incur any further chargeable usage.

## 7. General

- 7.1 Unused Inclusive Allowances can't be carried forward one month to the next on any tariff, except from your first billing period. Existing customers transferring tariffs will lose any accrued rollover allowance.
- 7.2 Where you choose a Pay Monthly tariff that does not have a bill cap, we will impose a maximum limit on your account.
- 7.3 **Bundles** – You can purchase bundles to increase your voice, text and data Inclusive Allowance. Once you have purchased a bundle there could be a delay of up to four hours before it is applied to your account. Any bundle usage during that time will be charged at standard rates.

The Tesco Mobile Pay Monthly service is operated by Tesco Mobile Limited, Tesco House, Shire Park, Kestrel Way, Welwyn Garden City, Hertfordshire, AL7 1GA. Company Registration No. 04780736, VAT No. 815-3845-24.

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