

# Tesco Mobile General terms and conditions and important information.

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# General terms and conditions

These General Terms and Conditions govern your use of the Tesco Mobile website (Tesco Mobile Site) and your relationship with Tesco Mobile (Tesco, we or us). Please read them carefully as they affect your rights and liabilities under the law. If you do not agree to these General Terms and Conditions, please do not use the Tesco Mobile Site.

## 1. Use of the Tesco Mobile Site

- 1.1 The Tesco Mobile Site is provided to you free of charge for your personal use subject to these Terms and Conditions. By using the Tesco Mobile Site you agree to be bound by these Terms and Conditions.
- 1.2 These Terms and Conditions govern your use of the Tesco Mobile Site and all services provided in connection with these.
- 1.3 You must ensure that the details provided by you on registration or at any time are correct and complete. You must not register someone else's mobile device on any part of the Tesco Mobile Site without their permission.
- 1.4 You must inform us immediately of any changes to the information that you provided when registering by updating your personal details.
- 1.5 To use the Tesco Mobile Site registration site you will be asked to enter your mobile number and a pin will be sent to your handset. You must keep such PINs confidential and must not disclose it or share them with anyone. You will be responsible for all activities that occur or are submitted under your password. If you know or suspect that someone else knows your password, or has used your mobile number to get a PIN, you should Contact Us.
- 1.6 Please use this service for your own mobile device or with permission from the owner.
- 1.7 If you wish to purchase a product displayed on the Tesco Mobile Site you will be directed to [http://direct.tesco.com/homepage/p\\_hones.aspx](http://direct.tesco.com/homepage/p_hones.aspx) and the Tesco Direct Product Terms & Conditions will apply.
- 1.8 THESE TERMS AND CONDITIONS DO NOT AFFECT YOUR STATUTORY RIGHTS.

## 2. Amendments

- 2.1 We may update these Terms and Conditions from time to time and any changes will be notified to you via a suitable announcement on the Tesco Mobile Site. The changes will apply to the use of the Tesco Mobile Site after we have given notice. If you do not wish to accept the new Terms and Conditions you should not continue to use the Tesco Mobile Site. If you continue to use the Tesco Mobile Site after the date on which the change comes into effect, your use of the Tesco Mobile Site indicates your agreement to be bound by the new Terms and Conditions.

## 3. Tesco Clubcard

- 3.1 This paragraph is in addition to the terms and conditions of Tesco Clubcard. To be awarded Clubcard points applicable to Tesco Mobile you need to have a valid Tesco Clubcard that is registered to your Pay as you go or Pay monthly Tesco Mobile account. Please note that Clubcard vouchers are received with the quarterly

Clubcard statement.

#### 4. Excluded Services

4.1 The services provided by the Tesco Mobile Site do not include the provision of computer or other necessary equipment to access the Tesco Mobile Site. To use the Tesco Mobile Site you will require Internet connectivity and appropriate telecommunication links. We shall not be liable for any telephone or other costs that you may incur.

#### 5. Intellectual property

5.1 The content of the Tesco Mobile Site is protected by copyright, trade marks, database and other intellectual property rights. You may retrieve and display the content of the Tesco Mobile Site on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Tesco Mobile Site without written permission from Tesco Mobile.

5.2 No licence is granted to you in these Terms and Conditions to use any trade mark of Tesco Mobile or its affiliated companies including, without limitation, the trade marks TESCO, Tesco Mobile and TESCO CLUBCARD.

#### 6. Limitations

6.1 You may not use the Tesco Mobile Site for any of the following purposes:

- a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful,

vulgar, obscene, or otherwise objectionable material

- b) transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice
  - c) gaining unauthorised access to other computer systems
  - d) interfering with any other person's use or enjoyment of the Tesco Mobile Site
  - e) breaching any laws concerning the use of public telecommunications networks
  - f) interfering or disrupting networks or web sites connected to the Tesco Mobile Site
  - g) making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner
- 6.2 Tesco Mobile reserves the right to refuse to post material on the Tesco Mobile Site or to remove material already posted on the Tesco Mobile Site.
- 6.3 You will indemnify us against all losses, liabilities, costs and expenses reasonably suffered or incurred by us, all damages awarded against us under any judgment by a court of competent jurisdiction and all settlements sums paid by us as a result of any settlement agreed by us arising out or in connection with:
- a) any claim by any third party that the use of the Tesco Mobile Site by you is defamatory, offensive or abusive, or of an obscene or pornographic nature, or is illegal or constitutes a breach of any applicable law, regulation or code of practice;
  - b) any claim by any third party that the use of the Tesco Mobile Site by you infringes that third party's copyright or other intellectual property rights of whatever nature; and
  - c) any fines or penalties imposed by any regulatory, advertising or trading body or

authority in connection with the use of the Tesco Mobile Site by you.

## 7. Availability of the Tesco Mobile Site

- 7.1 Although Tesco Mobile aims to offer you the best service possible, Tesco Mobile makes no promise that the services at the Tesco Mobile Site will meet your requirements. Tesco Mobile cannot guarantee that the service will be fault free. If a fault occurs in the service you should report it to the Sales Support Services contact our Customer Care team and we will attempt to correct the fault as soon as we reasonably can.
- 7.2 Your access to the Tesco Mobile Site may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. Tesco Mobile will attempt to restore the service as soon as it reasonably can.

## 8. Tesco Mobile's liability

- 8.1 The Tesco Mobile Site is provided by Tesco Mobile without any warranties or guarantees. You must bear the risks associated with the use of the Internet.
- 8.2 The Tesco Mobile Site provides content from other Internet sites or resources and while Tesco Mobile tries to ensure that material included on the Tesco Mobile Site is correct, reputable and of high quality, it cannot accept responsibility if this is not the case. Tesco Mobile will not be responsible for any errors or omissions or for the results obtained from the use of such information or for any technical problems you may experience with the Tesco Mobile Site. If Tesco Mobile is informed of any inaccuracies in the material on the Tesco Mobile Site we will attempt to correct the inaccuracies as soon as we reasonably can.
- 8.3 In particular, we disclaim all liabilities in connection with the following:
- a) incompatibility of the Tesco Mobile Site with

any of your equipment, software or telecommunications links

- b) technical problems including errors or interruptions of the Tesco Mobile Site
- c) unsuitability, unreliability or inaccuracy of the Tesco Mobile Site
- d) inadequacy of the Tesco Mobile Site to meet your requirements
- 8.4 To the full extent allowed by applicable law, you agree that we will not be liable to you/or any third party for any consequential or incidental damages (including but not limited to loss of revenue, loss of profits, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to the Tesco Mobile Site.
- 8.5 Nothing in these Terms and Conditions shall exclude Tesco Mobile's liability for personal injury or death caused by its negligence.

## 9. Third Party Websites

- 9.1 As a convenience to Tesco Mobile customers, the Tesco Mobile Site includes links to other web sites or material which are beyond its control. Tesco Mobile is not responsible for content on the Internet or World Wide Web pages on any site outside the Tesco Mobile Site.

## 10. Advertising and Sponsorship

- 10.1 Part of the Tesco Mobile Site may contain advertising and sponsorship. Advertisers and Sponsors are responsible for ensuring that material submitted for inclusion on the Tesco Mobile Site complies with relevant laws and codes. We will not be responsible for any error or inaccuracy in advertising and sponsorship material.

## 11. Applicable Law

- 11.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and any disputes

will be decided only by the English courts.

## 12. International Use

12.1 Tesco Mobile makes no promise that materials on the Tesco Mobile Site are appropriate or available for use in locations outside the United Kingdom, and accessing the Tesco Mobile Site from territories where its contents are illegal or unlawful is prohibited. If you choose to access this site from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

## 13. Miscellaneous

- 13.1 You may not assign, sub-license or otherwise transfer any of your rights under these Terms and Conditions.
- 13.2 If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.
- 13.3 If you breach these Terms and Conditions and Tesco Mobile ignores this, Tesco Mobile will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.
- 13.4 Tesco Mobile shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond its control.
- 13.5 A person who is not a party to these Terms and Conditions shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.
- 13.6 The Tesco Mobile Site is owned and operated by Tesco Mobile Limited.  
Registered address: Tesco Mobile Limited, Tesco House, Shire Park, Kestrel Way,

Welwyn Garden City, Hertfordshire, AL7 1GA. VAT No. 815384524.

13.7 If you have any queries please contact [Customer Care team](#), tel: 0345 301 4455.

13.8 Company Registration No. 4780736 VAT No. 815384524

## 14. Returns Policy

### 14.1 Pay as you go

If you change your mind within 30 days of purchase, we're happy to refund or exchange the device, as long as you return it to us with the receipt, all original undamaged packaging and accessories. Top-up vouchers may also be returned within 30 days of purchase, as long as they are returned with the receipt, all original undamaged packaging and any top-up or credit unused.

If your device develops a fault and you return it to us within 30 days of receiving your device, we're happy to refund or exchange it for you. If your device develops a fault after 30 days, please call Customer Care on 0345 301 4455.

### 14.2 Pay monthly

If you change your mind within 14 working days of receiving your device, we're happy to cancel your contract, as long as you return the device to us with the contract, receipt, all original undamaged packaging and accessories. For SIM only, please call our Customer Care team on 0345 301 4455 or 4455 from your Tesco Mobile device.

If your device develops a fault and you return it to us within 30 days of receiving your device, we're happy to refund or exchange it for you. If your device develops a fault after 30 days, please call our Customer Care on 0345 301 4455.

### 14.3 How do I return my purchase?

If you bought your device from a Tesco Mobile store please (our mobile phone stores are currently closed) call our

Customer Care team to arrange the return of your device.. The number is 0345301 4455 or 4455 from your Tesco mobile device.

If you made your purchase online or over the phone, you will need to call our Customer Care team to arrange the free return of your purchase.

#### 14.4 Customer Care Contact Details

Please call 0345 301 4455 or 4455 from your Tesco Mobile device.

Opening hours:

Monday to Friday: 8am – 9pm

Saturday: 8am – 8pm

Sunday: 10am – 6pm

#### 14.5 Network coverage

In the unlikely event your Tesco Mobile network coverage is poor at your contractual address, please call our Customer Care team on 0345 301 4455 or 4455 from your Tesco Mobile device.

Your statutory rights are not affected.

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