

Sales and marketing of mobile communication services.

Summary:

1. [Our obligations](#)
2. [Retailers](#)
3. [Buying your phone or SIM](#)
4. [Provisions of the service](#)
5. [Keeping records](#)
6. [Training](#)
7. [Due Diligence](#)
8. [Monitoring Compliance – Use of information](#)
9. [Sales incentives](#)

Sales and marketing of mobile communication services

Ofcom says that we need to tell you about our obligations to you under Condition 8 on our website and give you a copy free of charge if you ask for one.

1. Our obligations

- 1.1 We're obliged to prevent mis-selling by making sure that the information we give to customers is accurate and not misleading. We need to ask the customer if they would like this information in a Durable Medium, which means any medium that allows information to be personally addressed to the recipient, allows the recipient to store the information and allows the unchanged reproduction of the information to be stored, for example, paper or email.

2. Retailers

- 2.1 If we work in partnership with another Retailer or third party (which markets or sells our services to customers), we need to make sure that they're aware of Condition C8. And make sure that they

- a) Provide accurate information to our customers
- b) Ask customers if they want the information in a Durable Medium
- c) Keep records of Tesco Mobile sales and incentives for at least six months

We'll monitor the Retailer to make sure they're doing all this and we'll take action if they don't.

3. Buying your phone or SIM

- 3.1 We need to make sure that before customers buy from us, they:

- a) Are authorised to change a contract if they're upgrading
- b) Intend to take out the contract
- c) Get clear and accurate information in a Durable Medium (e.g. key charges, payment terms, termination rights, start and end dates)

4. Provision of the service

- 4.1 We need to make sure that customer can get the services they're taking out a contract for.

5. Keeping records

- 5.1 As the Retailer we need to make sure that we create and keep sales records for at least six months and records of sales incentives for no less than ninety days and at least six months. Records should include sale date, sales channel (in store, online or over the phone) and place.
- 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. Training

- 6.1 We must make sure that anyone who markets or sells our services to customers is aware of Condition C8 and is trained appropriately

7. Due Diligence

- 7.1 If we work in partnership with another Retailer or third party, before we enter into a contract with them, we need to make sure that they're aware of Condition C8 and that we:

- a) Do a credit check on the Retailer
- b) Check the Retailer's directors have no bankruptcies or disqualifications
- c) Keep these checks up to date

8. Monitoring Compliance – Use of Information

- 8.1 Any information we get from a Retailer for compliance purposes will never be used for anything else, and we won't pass it to any other party that could gain a competitive advantage from it.

9. Sales incentives

- 9.1 If one of our Retailers offers customers an incentive that they'll get after the contract has started, we need to make sure that the T&Cs aren't overly restrictive. The customer must be given the following information:
- a) The identity of the legal entity offering the incentive
 - b) Our address, telephone, fax, email details
 - c) A description of the actual sales incentive
 - d) The terms and conditions of the sales incentive, including a detailed and clear explanation as to the process the customer must follow in order to get it
 - e) If it's done over the phone, the customer should get a copy of this information in a Durable Medium