

# Pay monthly service terms and conditions and important information.

Apply to customers who joined or upgraded before 30th November 2021

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# Pay monthly service terms and conditions

Please read these Service 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 Service available to you. If you connect a mobile handset on a Tesco Mobile Pay monthly tariff, these Service Terms and Conditions will apply to your use of the service. These Service Terms and Conditions also include the Tesco Mobile Pay monthly Tariff Terms and Conditions, the Tesco Mobile Pay monthly Privacy Policy and our Home From Home Fair Usage Policy. These are available at [www.tescomobile.com/terms](http://www.tescomobile.com/terms) and by accepting the Service Terms and Conditions you also accept and acknowledge that these additional terms and policies apply to the services.

If you have purchased your mobile handset using a credit agreement, some of these terms and conditions may not apply to you and others apply. Where this is the case, we have highlighted this below.

PLEASE NOTE: that the following features are not available on the Tesco Mobile network; visual voicemail, conference calling, call forwarding.

## 1. What is Tesco Mobile pay monthly Service?

1.1 The Tesco Mobile Pay monthly Service is an airtime service that enables you to make or receive calls, to send and receive data and to access information via the Internet (as the case may be according to your tariff) by means of the mobile phone network provided by Telefonica UK and used by us ('Network') and any additional services we agree to provide to you ('Tesco

Mobile Pay monthly Service').

1.2 The Tesco Mobile Pay monthly Service is provided for a Minimum Contract Period as set out in Paragraph 4 and at a tariff or tariff(s) applicable to that Minimum Contract Period. The price payable for the Tesco Mobile Pay monthly Service and what each tariff provides are set out on [www.tescomobile.com](http://www.tescomobile.com) or in the relevant marketing materials. As guaranteed by the Tesco Mobile Tariff Promise, we will not increase the monthly subscription price of your Tesco Mobile Pay monthly Service tariff during your Minimum Contract Period. Charges for any usage outside of your Inclusive Allowance of minutes, texts or data will apply, and the rate of such charges may be subject to change and published at [www.tescomobile.com](http://www.tescomobile.com) or in the relevant marketing materials. Price changes outside of our control, such as national changes in VAT, may be passed on. If you have purchased your mobile handset using a credit agreement your minimum period will only relate to your Tesco Mobile Pay Monthly tariff.

1.3 The only equipment that we provide to you is the card needed to access the Tesco Mobile Pay monthly Service ('SIM Card') and, depending on the tariff you choose, we may provide you with a mobile handset. In consideration for you agreeing to purchase the Tesco Mobile Pay monthly Service we will supply you with the SIM Card for no charge. We may charge you for the mobile handset and, if we do, the price will be clearly explained to you before

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you offer to receive the Tesco Mobile Pay monthly Service together with details for making payment. If you have purchased your mobile handset using a credit agreement your handset will be provided under that credit agreement.

- 1.4 The Tesco Mobile Pay monthly Service is only available to customers aged 18 years or over on the date you offer to receive the Tesco Mobile Pay monthly Service.

## 2. When your Service Agreement begins

- 2.1 Your Service Agreement is contained in these Terms & Conditions and the current chargeable usage rates, updated and published from time to time are available on our website.
- 2.2 Your order or request for a SIM Card and, where applicable, a mobile handset is an offer to receive the Tesco Mobile Pay monthly Service from us. Nothing that we do or say will amount to any acceptance of your offer until we despatch (in the case of sales via phone or [tescomobile.com](http://tescomobile.com)) or provide (in the case of in-store sales) the SIM Card and, where applicable, the mobile handset, to you, at which point a contract will be made between us. At any point up until then you may cancel your order or we may decline to supply the Tesco Mobile Pay monthly Service to you. If we decline to supply an item and you have already paid for it, we will give you a full refund of any amount already paid for that item. If you have purchased your mobile handset using a credit agreement, the contract to supply you with a SIM Card and a mobile handset is made when your credit agreement is completed.
- 2.3 Acceptance of your offer is subject to the successful completion of a credit check.
- 2.4 Monthly subscription charges for your tariff (if any) will start when the SIM Card is activated, which is at the point of purchase.
- 2.5 For orders placed via phone or [www.tescomobile.com](http://www.tescomobile.com), your SIM Card and, where applicable, your mobile handset will be despatched by first class post to your billing address.
- 2.6 Whilst we make every effort to despatch your SIM Card and, where applicable, your mobile handset within seven working days of the date of your online or phone order, we will not be liable if we fail to do so in part or in full due to circumstances beyond our control. A signature may be required at delivery for orders that include a mobile handset. If this is required, this will be explained to you before you place your order.
- 2.7 Rightful possession of the SIM Card and, where applicable, mobile handsets will not pass to you until we have delivered the item to you. Risk of damage or loss of an item passes to you when an item is delivered.
- 2.8 You may have up to five subscriptions registered to each Tesco Mobile Pay monthly Service account. To ensure availability of our SIM Cards, customers are limited to ordering or purchasing a maximum of five SIM Cards per transaction.
- 2.9 Where SIM Cards and, where applicable and subject to Paragraph 2.2 in respect of mobile handsets purchased using a credit agreement, mobile handsets are despatched separately, our acceptance of the order in respect of each item takes place when each SIM Card is despatched.
- 2.10 If for any reason beyond our reasonable control, we are unable to supply the SIM Card and, where applicable, a mobile handset, we will not be liable to you, and you may choose to cancel part or all of your order.

### 3. Cancellation during Cooling off period

- 3.1 If you change your mind after you have purchased a SIM Card and, where applicable, a mobile handset, you can tell us that you would like to cancel anytime within 14 working days from the date of receipt or collection of the SIM Card and, where applicable, the mobile handset ('Cooling-off Period').
- 3.2 If you purchased a SIM Card and, where applicable, a mobile handset through the Tesco Mobile website or through Telesales and you would like to cancel during the Cooling-off Period, please notify Tesco Mobile Customer Care on 0345 301 4455 or contact Customer Care team. Cancellation will occur on the date you notify us.
- 3.3 If you purchased a SIM Card and, where applicable, a mobile handset in a store, please return to the store where you entered into your Service Agreement to cancel your Service Agreement. Cancellation will occur on the date you cancel your Service Agreement in store subject to the return of your handset in accordance with Paragraph 3.6, where applicable.
- 3.4 If you use the Tesco Mobile Pay monthly Service and you subsequently cancel your Service Agreement in accordance with this Section 3, you will incur charges for any usage you have made on the Tesco Mobile Pay monthly Service. The charges you will incur will be the total sum of (1) the current standard rate charges for calls, text and data within the Inclusive Allowance categories capped at the fixed monthly subscription tariff and any bundles you selected when you made your purchase, plus (2) the current standard rate charges for any calls, text and data outside of the Inclusive Allowance categories. Please see our current rates and [Tesco Mobile Pay](#) [Monthly tariff terms and conditions](#) for a full explanation of the calls, text and data for which Inclusive Allowance can and can't be used.
- 3.5 Once we have heard from you that you wish to cancel your Service Agreement we will credit any sum debited by us from your credit or debit card when you made your purchase. We will do this within 30 days of the cancellation date provided that you comply with the requirements of this Section 3. If you have made any use of the Tesco Mobile Pay monthly Service you will incur charges for that use as set out in Paragraph 3.4. We will send you a final bill setting out these charges. The final bill will be payable by your regular monthly payment date you chose when you purchased the Tesco Mobile Pay monthly Service.
- 3.6 You are required to take reasonable care of any mobile handset we provide. If you change your mind and cancel your Service Agreement in accordance with this Section 3, you must return the mobile handset in its original packaging with all of its components within 14 days of the date on which you notify us of cancellation. If you purchased in a store, please return the handset to the store where you purchased the handset. If you purchased your handset via the Tesco Mobile website or telesales, you must return your mobile handset in accordance with the instructions we give you at the time you notify us that you wish to cancel. If you do not return the item as instructed, we may make a charge in respect of the cost of recovering (or attempting to recover) the mobile handset.
- 3.7 If you have a SIM only contract and you cancel during the Cooling off Period, you do not need to return the SIM to us and, following disconnection from the Tesco Mobile Pay monthly Service, you may use your SIM card to connect to the Tesco Mobile Pay as you go network.

- 3.8 If you have purchased your mobile handset using a credit agreement, your Cooling-off Period will be as set out in your credit agreement. Paragraphs 3.4 to 3.6 will still apply to you.
- 3.9 This Section 3 does not affect your statutory rights.

#### **4. Minimum Term, billing dates and changing tariff**

- 4.1 This Service Agreement is subject to a Minimum Contract Period, the duration of which will be clearly explained to you before you offer to receive the Tesco Pay Monthly Service ('Minimum Contract Period'). Your Minimum Contract Period will commence on activation of your SIM Card and, where applicable, your mobile handset. This will also be your Billing Date unless you request a different Billing Date in accordance with Paragraph 4.4.
- 4.2 Where your Minimum Contract Period is one month, a new Minimum Contract Period of one month will start on the anniversary of your Billing Date each subsequent month unless you cancel your contract under Section 3 or Section 5.
- 4.3 Where your Minimum Contract Period is greater than one month, this Service Agreement will continue after your Minimum Contract Period on a monthly basis until you cancel your contract under Section 3 or Section 5.
- 4.4 When you sign up to the Tesco Mobile Pay monthly Service you will be given an option to select a date for paying your bill, which will also determine the date we generate your bill ('Billing Date'). If you have purchased your mobile handset using a credit agreement, your Billing Date will be as set out in your credit agreement. Your next monthly subscription payment will be charged on the Billing Date associated with your chosen payment date, even if this is before your first month has run out. This may result in your first bill period being shorter than one month. In these circumstances, you will be permitted to roll over any Inclusive Allowance minutes, texts or data from the first month until the end of your second month. The third and subsequent months will operate as usual without rollover. Your Minimum Contract Period will be revised so that it will end on the relevant anniversary of your new Billing Date, but this will not have the effect of extending your Minimum Contract Period.
- 4.5 If you are migrating between tariffs, your Billing Date will remain the same as it was on your previous tariff unless you request otherwise. Your change of tariff will take place on your next Billing Date.
- 4.6 Subject to Paragraph 4.7, where you have notified us you wish to move to another Tesco Mobile Pay Monthly tariff, unless we advise otherwise, your new tariff will commence on your next Billing Date.
- 4.7 If you change tariffs for any reason, e.g. when upgrading or moving to a promotional offer, any unused Inclusive Allowance minutes, texts or data provided as part of your previous tariff will not be carried forward. If you move from a Tesco Mobile Pay Monthly or Tesco Mobile Pay as you go tariff which is not currently available you will not be able to change back to your previous tariff.
- 4.8 You may request a tariff transfer by notifying Tesco Mobile Customer Care. However, subject to Paragraph 4.9, within your Minimum Contract Period you can only move onto a tariff with a higher monthly tariff subscription price. If you request to move to a tariff of the same or lower monthly tariff subscription price, Early Termination Charges may apply. This does not affect your right to cancel your contract under Section 3 or Section 5.
- 4.9 If you are an "Anytime Upgrade Flex" customer, we will allow you to flex your Tesco Pay Monthly tariff subscription up and down during your Minimum Contract

Period, subject to these conditions: the tariffs which you can flex up and down to will be those tariffs published by us on the date your Minimum Contract Period begins; you can only flex up or down once per month, effective from your next Billing Date; if you cancel your Service Agreement under Section 5, your Early Termination Charge will be calculated based on your chosen tariff at the time of termination.

- 4.10 Any Inclusive Allowance minutes, text or data included in your tariff will be refreshed by approximately 06:00am on your Billing Date. If your Inclusive Allowance from the previous month runs out, any usage made between midnight on your Billing Date and the time at which your Inclusive Allowance is refreshed will be billed at the current standard rate charges for calls, text and data within the Inclusive Allowance categories.

## 5. Ending this Service Agreement

- 5.1 After the Cooling-off Period, you may cancel your Service Agreement at any time by contacting Tesco Mobile Customer Care.
- 5.2 If you have committed to a Minimum Contract Period of one month, your cancellation will take effect on your next Billing Date. However, it takes up to 48 hours for us to process your cancellation, meaning you need to cancel at least 48 hours before your next Billing Date to ensure a further month of Minimum Contract Period does not start. If a new Minimum Contract Period does start, your cancellation will automatically take effect on the following Billing Date.
- 5.3 If your contract has a Minimum Contract Period of more than one month, you may cancel your Service Agreement at any time. If you cancel after the Cooling-off Period but before the end of your Minimum Contract Period, you may incur an Early Termination Charge (ETC). The amount of the ETC will be notified to you before you

cancel.

### Early Termination Charges Explained

How we calculate your ETCs:

- We multiply your monthly subscription charge price (taking into consideration any monthly discounts you are entitled to) by the number of months remaining on your Minimum Contract Period;
- We then deduct VAT at the applicable rate;
- We also add a small discount of approximately 3% for any benefit we might receive for us no longer providing you service on our network.

If your credit agreement is longer than 24 months, your ETC for airtime is limited to the duration of your Minimum Contract Period, which will never exceed 24 months. In summary:

- If you cancel your contract before your Minimum Contract Period, you will have to pay an ETC for airtime and pay off your credit agreement for your mobile handset;
- If you cancel your contract after your Minimum Contract Period, but before the end of your credit agreement, you won't have to pay an ETC but you will have to pay off your remaining mobile handset credit agreement;
- If you cancel your contract after both your Minimum Contract Period, and credit agreement has ended, you won't have anything to pay other than the amount you have used in that month.

If you are an Anytime Upgrade Flex customer with a Flex Promise option under your credit agreement, you can choose to use the Flex Promise option during the last six months of your fixed period under the credit agreement to sell your phone back to us or our agent in return for us crediting your remaining repayments, both under the credit agreement and any applicable Early Termination Charges under this Service Agreement. To exercise your Flex Promise option you must meet all of the conditions



set out in the credit agreement.

- 5.4 We may end your Service Agreement at any time by contacting you and giving you 30 days' notice. We may also end our Service Agreement with you immediately if:
- a) You breach an important term of this Service Agreement (for example, you do not comply with Paragraph 11.3 and we determine, at our sole discretion, that your use of the Tesco Mobile Pay monthly Service is, or at any time was, inconsistent with normal residential use patterns);
  - b) You breach any other term of this Service Agreement and do not put it right within seven days of us asking you to (or, if you breach a term of your credit agreement and do not put it right within the terms of the credit agreement);
  - c) You fail any credit or fraud prevention check or where we reasonably suspect fraud or money laundering by you or someone using your account(s);
  - d) You give us information about yourself which we reasonably believe to be false or misleading;
  - e) You are the subject of bankruptcy or insolvency proceedings, or if you do not make a payment under a judgment of a Court or fine, or you make an arrangement with your creditors or a receiver or administrator is appointed over any of your assets, or you go into liquidation; or
  - f) We are no longer able to provide the Tesco Mobile Pay monthly Service to you despite making all reasonable efforts to do so.
- 5.5 Both of us must continue complying with this Service Agreement until we stop providing the Tesco Mobile Pay monthly Service to you. You will be charged for all monthly subscription charges incurred and calls made prior to cancellation. The end of this Service Agreement, for whatever reason, shall not affect either of our rights or liabilities.
- 5.6 If at any time we do not require you to

comply with this Service Agreement, this does not prevent us from asking you to at a later time.

## 6. Changes to the Service Agreement

- 6.1 As stated in Paragraph 1.2, under the Tesco Mobile Tariff Promise, we guarantee we will not increase your Tesco Mobile Pay Monthly tariff subscription price during your Minimum Contract Period (such as 12, 18 or 24 months). Your actual bill may vary if you exceed your usage limits or you use services not included in your Inclusive Allowance.
- 6.2 Subject to Paragraph 6.1, we can change this Service Agreement at any time. We will notify you of any significant changes either by email to the email address you gave us when you registered for Tesco Mobile Pay monthly Service or via your bill. If you continue to use the Tesco Mobile Pay monthly Service after the date on which the change comes into effect, your use of the Tesco Mobile Pay monthly Service indicates you agree to the changed Service Agreement and will be bound by it.

## 7. Suspending your use of Tesco Mobile pay monthly Service

- 7.1 We may suspend your use of the Tesco Mobile Pay monthly Service (other than calls to emergency services) immediately:
- a) If we need to carry out repairs, maintenance or the introduction of new aspects to the Tesco Mobile Pay monthly Service. We will try to restore the Tesco Mobile Pay monthly Service as soon as we can.
  - b) If we are directed to by the Government, the emergency services or any other competent or lawful authority.
  - c) to protect you under Paragraph 11.3.
  - d) If you are persistently abusive, make threats, repeatedly cause a nuisance or annoyance or otherwise act illegally towards our staff or property, or that of our agents.
  - e) If you do anything or permit anyone else to

do anything which we reasonably think adversely impacts the service to other customers or may adversely affect the Network.

- f) For any of the reasons set out in Paragraph 5.4.

- 7.2 As an added security feature to protect you, we may suspend your account's access to the Tesco Mobile Pay monthly Service where we suspect unusual use of the Tesco Mobile Pay monthly Service, for example, the volume or destination of calls increases significantly. We will only ever suspend Tesco Mobile Pay monthly Service like this in exceptional circumstances and will try to contact you beforehand, but this may not be possible.
- 7.3 Where more than one user is set up under an account, we may suspend use by any or all of those users if we reasonably suspect fraud or money laundering in relation to any person using the account.
- 7.4 If we suspend your service because you break this Service Agreement, the Service Agreement will still continue until it is ended under Paragraph 5.4. You must pay all charges during that time. 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. Use of personal information – including fraud prevention

- 8.1 Our Privacy and Cookies Policy which can be found [here](#): (i) sets out the types of personal data that we collect; (ii) explains how and why we collect and use your personal data; (iii) explains when and why we will share personal data within the Tesco Group and with other organisations; and (iv) explains the rights and choices you have when it comes to your personal data.

## 9. The Tesco Mobile pay monthly Service

- 9.1 The Tesco Mobile Pay monthly Service is not available in all parts of the United Kingdom nor is it available in all other countries. It may be restricted to certain areas within areas where access to the Tesco Mobile Pay monthly Service is possible. Not all mobile handsets will be able to receive the Tesco Mobile Pay monthly Service in all countries due to a number of reasons, including the technology the country's mobile networks operate on, or the mobile handset may be locked to another network. We only agree to provide the Tesco Mobile Pay monthly Service to mobile phones of a make and type approved by us.
- 9.2 When we provide you with the Tesco Mobile Pay monthly Service, we will use the reasonable skill and care of a competent service provider, but the service may be impaired by geographic, atmospheric or other conditions or circumstances beyond our control and we therefore cannot guarantee that the Tesco Mobile Pay monthly Service will always be available or fault-free.
- 9.3 We will do our best to provide Tesco Mobile Pay monthly Service to you and any additional services requested by you (for example, using your phone abroad) or if you instruct us to change your Tesco Mobile Pay monthly Service (for example, to bar calls) by any date we have agreed with you, but our ability to do so may be affected by circumstances beyond our control.
- 9.4 We will allocate a number for use with your SIM 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 from Tesco Mobile Customer Care. We may also charge you for porting your existing number in accordance with our charges.



9.5 You may ask us to include your mobile phone number in a telephone directory and/or a directory enquiry service. However, you should be aware that, if you request this service, there may be a charge and your number will be made accessible to companies that compile information for marketing purposes. If you are worried about this, you can prevent it from happening by registering your mobile phone number with the Telephone Preference Service on [www.tpsonline.org.uk](http://www.tpsonline.org.uk). If you want your mobile phone number to be included in a directory and or a directory enquiry service, please contact us on 0345 301 4455 or 4455 from your Tesco Mobile phone.

9.6 Occasionally we may have to:

- a) Alter the number of your mobile phone, or any other name, code or number associated with the Tesco Mobile Pay monthly Service for reasons beyond our control, for example where requested to do so by a governmental or regulatory body; if we become unable to supply it to you, such as in the event that we lease the number from a third party company which stops supplying it to us; or where we reasonably believe that the alteration will enhance your use of the Tesco Mobile Pay monthly Service. If this is the case we will give you reasonable notice.
- b) Temporarily suspend the Tesco Mobile Pay monthly Service (or any part of it) for operational reasons or in an emergency or for reasons of security.
- c) Bar certain numbers from the Tesco Mobile Pay monthly Service on a temporary or permanent basis in order to prevent fraud or in circumstances where we would suffer a direct loss.

9.7 From time to time we may have to migrate your account from one billing platform to another. In these circumstances we will notify you if migration of your account will affect the Tesco Mobile Pay monthly Service

in any way.

9.8 We reserve the right to add to, substitute, or to discontinue any of the Tesco Pay Monthly Services at any time.

9.9 If you report your mobile handset and/or SIM 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 network operators who may choose to prevent the mobile phone from being used on their networks.

## 10. Tesco Mobile pay monthly Content

10.1 We may provide textual, visual or other information, software, photos, video, graphics, music, sound and other material available through the Tesco Mobile Pay monthly Service, including information supplied by content providers ('content'). If we provide content, we will use reasonable endeavours to maintain the 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.

10.2 We may vary content or the technical specification of the Tesco Mobile Pay monthly Service from time to time.

10.3 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, re-sell, copy or incorporate into any other work, part or all of the content in any form, save that you may print or download extracts of content for your personal use only.

10.4 You are solely responsible for evaluating the accuracy and completeness of content and the value and integrity of goods and services offered by third parties over the Tesco Mobile Pay monthly 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.

## 11. Your use of Tesco Mobile pay monthly Service

11.1 You must keep confidential all passwords you have nominated in connection with your Tesco Mobile Pay monthly Service account. We cannot disclose information about your account to anyone until we are satisfied as to their identity, and they have correctly quoted any passwords to us.

11.2 You agree:

- a) To provide us with such information as we reasonably request in connection with this Service Agreement and that all factual information you provide to us is correct.
- b) To take adequate precautions to prevent damage to your SIM Card and mobile handset or unauthorised use or theft of the SIM Card and mobile handset.
- c) Use your SIM Card, mobile handset and the Tesco Mobile Pay monthly Service in the way described in any User Guides, or other instructions issued by us.
- d) That the SIM Card shall at all times remain our property.
- e) To inform us as soon as possible by telephone if the SIM Card or mobile handset 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.
- f) Tell us immediately by calling Tesco Mobile Customer Care if anyone makes or threatens to make any claim or issues legal proceedings against you relating to your use of the Tesco Mobile Pay monthly 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.

11.3 You may not, nor allow anyone else to, use the Tesco Mobile Pay monthly Service:

- a) For any unlawful purpose or not in accordance with fair use.
  - b) To make a call which is, or is intended to be, malicious, fraudulent or hoax (including to the emergency services).
  - c) To breach the rights of any third party (for example, copyright).
  - d) In any way which may damage or affect the operation or quality of Tesco Mobile Pay monthly Service, the Internet or any other telecommunications system (in particular computer viruses, worms and spam should not be distributed across the Tesco Mobile Pay monthly Service from or through any software or hardware you have connected to the Tesco Mobile Pay monthly Service).
- 11.4 The Tesco Mobile Pay monthly Service is a retail service that is made available to you only for personal, residential use and not for commercial or business purposes. All commercial or business use is considered by us to be not in accordance with fair use. You may not, nor allow anyone else to use the Tesco Mobile Pay monthly Service for auto delivery, continuing or extensive call forwarding, telemarketing, solicitation, polling, fax or voicemail broadcasting. If you do use the Tesco Mobile Pay monthly Service for business or commercial purposes in breach of this Service Agreement, you will compensate us for all liabilities, claims, damages, losses and costs (including legal costs) which we may suffer because someone (other than you) makes or threatens a claim against us because the Tesco Mobile Pay monthly Service is faulty or cannot be used by them.
- 11.5 You agree that you are procuring the SIM card, mobile handset (if applicable) and the Tesco Mobile Pay monthly Service solely for your own use and that you will not re-sell or otherwise act as any form of distributor in respect of the SIM Card, mobile handset or the Tesco Mobile Pay monthly Service.
- 11.6 You must use Tesco Mobile Pay monthly Service in accordance with this Service

Agreement and any other reasonable instructions we give you. Whilst we provide the Tesco Mobile Pay monthly Service to you, you authorise us to act on your behalf in all dealings with any provider (as applicable) with whom we consider it necessary or useful to deal with in connection with Tesco Mobile Pay monthly Service.

- 11.7 If the SIM card or your mobile handset is lost, stolen, damaged or destroyed you will be responsible for any charges incurred until you have informed us.
- 11.8 If you do not comply with any provision of this Paragraph, you will compensate us for all liabilities, claims, damages, losses and costs (including legal costs) that we suffer as a result.

## 12. Call Charges

- 12.1 The Tariff Terms set out the charging principles for the Tesco Mobile Pay monthly Service.
- 12.2 Unless otherwise stated, call prices are quoted by the minute and are charged in one second increments rounded up to the nearest penny. Charges for using the Tesco Mobile Pay monthly Service will be calculated using the details we have recorded. Each call is charged excluding VAT and then rounded up to the nearest penny. VAT is then added where applicable to the total of all charges on your bill. Minimum call charges and durations apply.
- 12.3 Subject to Paragraph 6.1, if we increase the charges for services outside your Tesco Mobile Pay Monthly tariff subscription fee or change the terms and conditions of this Service Agreement to your significant disadvantage (in our reasonable opinion) we will give you 30 days' notice in writing before the changes take place. We will notify you either in writing or by text message to your mobile phone number and/or by email where you have supplied your email address to us for this purpose.
- 12.4 You may be charged to receive certain premium rated text messaging services and multi-media messaging services. We will not notify you of call charges for premium rate services operated by third parties. Visit [tescomobile.com](http://tescomobile.com) for a list of call charges. Please check these before calling premium rate numbers.
- 12.5 Where the Inclusive Allowance of a tariff includes inclusive or unlimited allowances which apply to certain calls, texts or data up to a monthly limit, unused inclusive or unlimited allowances cannot be carried forward from one month to the next unless expressly stated by us. In this context "monthly" or "month" means calls recorded by us from your Billing Date, which may not equate to a calendar month. Generally, calls, data and texts will be set against applicable inclusive or unlimited allowances in the order in which they are recorded by us. Certain types of calls, such as roaming calls may take longer to be billed.
- 12.6 Call charging rates which vary according to the time of day and are billed according to the time of call initiation.
- 12.7 You must pay your monthly bill under this Service Agreement and (if applicable) any credit agreement by the date stated on the bill.
- 12.8 You will be liable for all charges incurred by use of the Tesco Mobile Pay monthly Service under this agreement whether incurred by you or anyone else using your mobile phone (with or without your knowledge). You must pay the charges to us or as we direct.
- 12.9 If you wish to make international calls or use our international roaming service we may ask you to demonstrate a satisfactory billing history. Unless otherwise stated, if you use your mobile phone abroad you will be charged for incoming and outgoing calls.
- 12.10 We'll cap your usage, over and above your Inclusive Allowance, at the level you have set or the default for your particular tariff (inside the guidance set out below). You can cap your usage to the minimum cap

of £0. If you chose not to cap your tariff with a safety buffer, we'll automatically impose a maximum limit on your account if your chargeable usage is equal to the values shown in this table.

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

12.11 Your safety buffer, whether imposed by you or us, will apply both in the UK and abroad. If you reach 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, but not abroad) and texts (anywhere in the world), until you either increase your cap via your online account, in the Tesco Mobile app, or make a payment to adjust your spend.

12.12 Where you choose a Capped tariff, there are some specific circumstances where you may receive a bill which is above your normal cap. These are usually one-off anomalies due to the timing of specific usage, changes to your account or tariff changes around the time of our billing cycle. These are normal, and should be corrected in your next bill. Examples of these circumstances include: purchasing an additional bundle or bundles mid-month; phone unlocking, or making additional calls, texts or data usage beyond your allowances during the billing process. Alternatively, your account may have other subscriptions on it that are not Capped.

### 13. Paying your bill

13.1 You can pay by any MasterCard or Visa credit card or by Switch, Maestro (domestic

only), Solo, Delta or Electron. We do not accept payments by credit card under any credit agreement. Your credit/debit cards will be encrypted to minimise the possibility of unauthorised access or disclosure. All payments will be taken in pound sterling. If the amount to be paid or the payment dates change, we will notify you 10 days in advance of your account being debited as otherwise agreed.

13.2 You can also pay by Direct Debit, which can be set up when you apply for the Tesco Mobile Pay monthly Service. The Direct Debit guarantee is offered by all banks and building societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own bank or building society. You can cancel a Direct Debit at any time by writing to your bank or building society. Please also send a copy of the letter to us.

13.3 If you do not maintain your Direct Debit payments, you must pay by another method. If a Direct Debit payment fails and we have your credit/debit card details we may take payment from your card. We will send you an email informing you that we have taken payment in this manner. If Direct Debit or credit card payments continue to fail on a regular basis, we may stop your use of the Tesco Mobile Pay monthly Service.

13.4 We may require you to pay your charges by Direct Debit. 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/or 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.

13.5 Your call history log will show what calls have been made through your account and the applicable charges, which are shown including VAT. You can obtain a VAT invoice

through your online account. If you ask for a VAT invoice by another method, we may charge for this. If a charge applies, we will let you know the charge in advance.

- 13.6 All bills will be available in electronic form only. Notification of when your bill is available will be sent to you via your selected notification method, either email or text message. To ensure that we can send your bill to you, you must supply us with a valid email address or mobile phone number. You are responsible for ensuring that you notify us in the event of changes to these details.
- 13.7 Bills will normally be available monthly, but we may bill you at any time. Your bill will comprise your monthly subscription charge and any calls, texts or data outside of your inclusive minutes, texts or data. If you have purchased your mobile handset using a credit agreement, your bill will also show your separate payment under that credit agreement. You are responsible for the payment of all the charges that appear on your bill. Your bill will be itemised sufficiently so that you can check the accuracy of your bill.

## 14. Our responsibilities to you

- 14.1 We do not exclude or restrict our liability for:
- a) Death or personal injury caused by our negligence (or our agent's negligence).
  - b) Fraud.
  - c) Any liability under Part I of the Consumer Protection Act 1987, or (d) any of our liabilities that cannot by law be restricted.
- 14.2 We are responsible for direct losses you suffer as a result of us breaking this Service Agreement with you if the losses are a foreseeable consequence to both of us at the time you enter into this Service Agreement. Our liability shall not in any event include losses, which happen as a side effect of the main loss or damage or which are not foreseeable by you and us,

for example business losses such as loss of profits, wasted expense or loss of opportunity. If you suffer any loss, you must let us know as soon as possible by contacting us.

- 14.3 Subject to Paragraph 14.2, we will also not be responsible for the deletion, loss or corruption of any Content transmitted or maintained by the Network, unless this is caused by our negligence.
- 14.4 If you do experience a problem with the Tesco Mobile Pay monthly Service, you should first telephone our Customer Care team.
- 14.5 We shall not be responsible for any delay or failure to provide the Tesco Mobile Pay monthly Service for reasons beyond our reasonable control, for example fire, explosion, lightning, storm, tempest, flood, earthquakes, riot and civil commotion, failure by a utility company, local authority or other such body, any failure or shortage of fuel or transport, war, civil war, armed conflict or terrorism, or nuclear, chemical or biological contamination, or any blockade or embargo, or any official or unofficial strike or other dispute.
- 14.6 If we are found liable to you, our liability will not exceed £5,000 in any 12 month period.

## 15. Our responsibilities to you

- 15.1 If you have a Clubcard, you can earn Clubcard points from your monthly subscription. To start earning points, you need to register your Clubcard to your Pay Monthly account. Clubcard points are awarded based on your total bill amount (your monthly subscription, plus any bundles you've bought, charges on your bill and payments due under your handset credit agreement (if applicable)). Payments made for mobile handsets at point of sale will be awarded with one point for every £1 spent. Your points will be allocated to your Clubcard account after we've received payment for each bill. It can take up to 72 hours after your bill has been paid for your



points to appear on your Clubcard account. If you cancel your contract during the Cooling-off Period, we will also deduct the Clubcard points from your Clubcard account for any amount reimbursed.

## 16. Complaints

### 16.1 We want to give you a great service.

However, if you are unhappy with any aspect of our service then please contact Customer Care. If you are still not happy, please ask to speak to a manager. If you would like to write to us with your complaint, please write to Tesco Mobile, Arlington Business Centre, Millshaw Park Lane, Leeds, LS11 ONE.

### 16.2 If you remain unhappy or you think that we haven't dealt with your complaint satisfactorily within eight weeks, you can refer your complaint to the following external regulatory body:

Ombudsman Services [www.ombudsman-services.org](http://www.ombudsman-services.org), Ombudsman Services on 0330 440 1614 or Ombudsman Services: Communications, PO Box 730, Warrington, WA4 6WU.

### 16.3 Before you contact Ombudsman Services, please make sure you have details of why you are still unhappy, as well as the answer given by the Tesco Mobile Complaint Management Service.

### 16.4 Some, but not all, items are sold with 12 month warranties. For some items you can also choose to purchase an extended warranty when you place your order. Please see Extended Warranties for the terms and conditions relating to these. If you have any problems with your purchase we can offer help and assistance. Please contact the following helplines: for electrical items 0845 456 6767; for mobile phones please contact 0345 301 4455; for all other items please call Customer Services on 0845 600 4411. If we arrange for an item to be repaired and you have not purchased the item from us, it will result in a postage and handling fee and may result in the repair becoming

chargeable. If you have any problems with your purchase we can offer help and assistance. . If a repair is chargeable, we will tell you in advance. Repair turnaround time is dependent on the relevant manufacturer's current workload. We will not accept any claims for losses you suffer during this time. If a fault is caused by accident, misuse or negligence, or it occurs outside the warranty period, it will not be covered by the manufacturer's warranty. Service estimates for an item not covered by the manufacturer's warranty will be chargeable. An estimate will be emailed (or sent to you by post if we do not have an email address for you) and confirmation of acceptance is required within 10 days. Where such acceptance is not received, the item will be returned unrepaired and a charge may be payable. All warranty repairs will be returned to you at the cost of Tesco Direct.

## 17. General

### 17.1 If you change your name, address, telephone number or payment details or there are any changes to your bank account or payment card arrangements which may affect your payment of the charges you must let us know.

### 17.2 You may not transfer any of your rights or responsibilities under this Service Agreement to anyone else without obtaining our consent. We can transfer all or any part of our service with you at any time provided the service you receive is not significantly reduced.

### 17.3 We may change this Service Agreement and the charges at any time. Changes will be posted on our website [tescomobile.com](http://tescomobile.com). Please check this regularly for updates.

### 17.4 Unless otherwise stated, any notice under this Service Agreement must be in writing and delivered by hand or sent by pre-paid post, to us at the address given on your bill, 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.

- 17.5 A person who is not a party to your Service Agreement with us has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any part of this Service Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 17.6 If any part of this Service Agreement is found to be invalid by any Court or other regulatory or competent body, the invalidity will not affect the rest of this Service Agreement, which shall remain in force.
- 17.7 This Service Agreement is subject to English law. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so in England, Scotland, Wales or Northern Ireland.
- 17.8 We accept orders only from Web browsers that permit communication through Secure Socket Layer (SSL) technology. This means you cannot inadvertently place an order through an unsecured connection.

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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