



All correspondence to  
Yes Telecom Limited PO Box 74, Manchester M19 9ZX  
Tel: 08700 777881 Fax: 0161 786 5300 e-mail: enquiries@yestelco.com  
Registered in England and Wales reg. no. 04012582

## **Terms and Conditions**

### **1. Terms used in these terms and conditions**

Words appearing in bold type in these terms and conditions have special meanings as set out below.

The agreement is these terms and conditions, the front page of this form and the connection schedule in accordance with which we permit you to use the SIM card(s) and agree to provide services to you.

The dealer is a person who may have sold equipment to you.

The equipment is the mobile phone(s) or other related items provided by us or by any dealer for use with the services. In the event that the contract term has not been entered on the front of the document the minimum period will be deemed to be 12 months.

The minimum period is the period for which you have agreed to receive the services as set out on the front page of this customer agreement and starting on the date we connect you to the services and any extensions to it made pursuant to this agreement.

The network is the mobile telecommunications network to which each SIM card supplied under this agreement is connected.

The services are mobile telecommunication services obtained from our telecommunications network provider as specified in the connection schedule and provided to you.

The Subscriber Identity Module or SIM card is supplied by us or the dealer and allows you to use the services. Each SIM card supplied by us remains our property or the property of our telecommunications network provider.

The subsidy is the amount we pay the dealer in return for you entering into this agreement and/or the amount by which we have subsidised the purchase cost of equipment sold by us.

The tariff is the charge plan you have chosen specified in the connection schedule which determines the service charges you pay us. Details of the tariff are found in the connection schedule associated with this agreement.

### **2. Your right to cancel**

You have the right to cancel this agreement at any time from the date you sign the customer agreement until we commence provision of the services by writing or by sending a fax to us. You consent to us commencing provision of the services as soon as reasonably possible. You acknowledge that if you cancel the order in this way we may recover the amount of any subsidy from you unless we are able to recover it from any dealer.

### **3. The services**

- a. We shall do our best to provide the services to you, but our ability to do so may be affected by circumstances beyond our control. These include but are not limited to: the capability of the equipment; the number of people using the network; geographic or atmospheric conditions; maintenance requirements or equipment failures. Any coverage maps are a best estimate, but not a guarantee of coverage.



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- b. We may at any time set a limit on an amount of service charges you incur during each billing period or place a bar on the SIM card being used on overseas networks or for making international calls or premium rate calls. If you want to vary any such limit or release any such bar you should contact us. You acknowledge that we may undertake credit checks to determine your creditworthiness and that we may refuse to vary any such limit or release any such bar.
- c. We may at any time require the payment of a non-interest bearing deposit: (i) as a condition of delivering the services to you; or (ii) to release any bar on the SIM card being used on overseas networks or for making international calls or premium rate calls; or (iii) as a condition of increasing any limit we impose on the amount of service charges you incur. The deposit will not exceed more than 3 months service charges calculated by reference to your actual usage of the services or, if you have not used the services for at least 3 months, on the basis of the information you gave to the dealer when purchasing the equipment. Any deposit paid by you will be repaid when this agreement ends or earlier if we agree (but we may in these circumstances reinstate any bar or limit).
- d. Due to the investment that Yes Telecom makes in providing commission and/or hardware at point of connection, we reserve the right to enforce a minimum average spend target per account of £45. We may refuse additional connections on the basis that these connections may further reduce the Average Revenue Per User (ARPU) on the account below our target.
- e. In addition, to section (3) Yes Telecom limits the number of additional handsets that are allowed to be joined to a "Parent" or "First" handset in a Sharetime scenario. Yes Telecom reserve the right to alter these limits by giving no less than 30 days notice to our Business Partners.

### **4. Paying for the service**

- a. You shall pay the service charges for the tariff you have chosen by direct debit.
- b. If you choose not to pay by direct debit, we reserve the right to charge £2.50 per subscriber per month to reflect the increased costs in processing payments.
- c. If you cancel the direct debit set up, we may impose an administration charge of £25. In these circumstances we may also enforce the charge detailed in 4(b). All non-direct debit payments shall be paid within 14 days of the date of our invoice. We may impose a surcharge of £15 for late payment or if any direct debit is returned.
- d. We reserve the right to charge interest on late payments at the rate of 2% above the base lending rate of HSBC bank from the date the amount becomes due to the date of payment by you in full.
- e. You shall notify us of any billing queries within one month of the date of the invoice upon which the query arises and shall not withhold payment of any service charges set out in the queried invoice or any invoice, by reason of your billing query until it has been resolved by us.
- f. All figures in this agreement are expressed exclusive of value added tax.



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### **5. Your responsibilities**

- a. You must (i) keep to any conditions we set regarding the use of the SIM card(s) or equipment (ii) tell us immediately if your name, address, bank account or credit card details change; (iii) tell us immediately if your SIM card(s) or equipment is lost or stolen and write or fax to confirm the details. You acknowledge that if your SIM card(s) or equipment is lost or stolen, you will not be responsible for any call charges incurred after you have notified us of that fact but will be responsible for any call charges incurred beforehand.
- b. You must not: (i) use the SIM card or equipment (or allow it to be used) for any illegal purpose. We may report the incidents to the police or any other relevant official organisation; or (ii) use any equipment that has not been approved for use on the network. If you are not sure whether the equipment is approved, you may contact us

### **6. How you can end this agreement:**

You can end this agreement in its entirety or part only insofar as it relates to the services delivered in respect of a particular SIM card in the following circumstances:

- a. immediately if we break this agreement and cannot correct the situation within 14 days of you telling us about the break; or
- b. by giving us 30 days' written notice given to us at the address at the top of this page.

### **7. What you have to pay when you end this agreement**

- a. If you end all or part of this agreement under 6(a) above, you will only have to pay the service charges to the date this agreement ends.
- b. If you end all or part of this agreement under 6(b) and the minimum period has ended we will (i) charge you £15 for the cost of disconnecting the relevant SIM cards from the network; and (ii) charge you service charges to the end of the month that the 30 day period ends unless that period ends later than the 10th day of a month, in which case service charges will be payable up to the end of the following month.
- c. If you end all or part of this agreement under 6(b) and the minimum period has not ended you shall pay to us an amount being the sum of: (i) remaining recurring charges plus the profit we would have made from your use of the ended services from the date of ending to the end of the minimum period (calculated by reference to your past use of the services, or if you have used the services for less than three months then calculated by reference to the information you gave to us and/or any dealer); (ii) the amount of any subsidy that we have not already recovered by way of profit; (iii) any charges we have to pay to others as a result of you ending the relevant services in this way; and (iv) an administration charge of £15. The amount we shall seek to recover from you shall not exceed the amount we are entitled to recover from you at law in these circumstances.



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### **8. Changes to the services**

- a. You can apply to port/migrate the mobile phone number(s) relating to SIM card(s) to another network but we may charge you an administration fee of £25 in addition to any charges for termination that may be applicable under 7 above.
- b. We are not obliged to agree to any upgrades to the equipment during or after the minimum term but if we do so we may extend the minimum term or impose a new minimum term to cover any additional or increased subsidy.
- c. If you request a change of tariff we may agree to the same provided that if your request is during the minimum period we may charge you an administration fee and recover from you the profit we would have made had you remained with the original tariff less the profit we should make on the new tariff, the profit in both cases being calculated by reference to your past use of the services, or if you have used the services for less than three months then calculated by reference to the information you gave to us and/or any dealer.
- d. If the law changes or VAT or any other tax is increased, we can change the terms of this agreement accordingly by giving you notice.
- e. We can change the service charges at any time. If we increase the service charges in excess of the current retail price index, you can end this agreement by giving us written notice. You will then only have to pay invoices for the services that you already owe. This agreement will end 30 days after we receive your written notice. During the notice period the previous service charges will apply.
- f. It is unlikely, but we may need to change your voice mail number, mobile number or other number from time to time. We will let you know if this is the case.

### **9. How we can end this agreement:**

- a. We can end this agreement immediately if you become bankrupt, insolvent or go into liquidation or if you enter into a voluntary arrangement or have a receiver or an administrator appointed over any or all of your assets. We do not have to give you notice in these circumstances.
- b. We can also end this agreement: (i) if you break this agreement and do not correct the situation within 14 days of us telling you about the break; (ii) if the network closes down for any reason; (iii) if you give us false information.

### **10. What you have to pay when we end this agreement:**

If we end this agreement under 9 (b)(ii), you will only have to pay the service charges you already owe. If we end this agreement for any other reason, you will pay all the charges as if you had ended the agreement under 6(b).

### **11. When we may suspend the service**

- a. We may suspend the service if (i) the network fails or if modification or maintenance work is being carried out, or if the network is unavailable for any reason; or (ii) if we do not receive full



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payment on time; or (iii) if we think or know your equipment or SIM card(s) is being used fraudulently or illegally or if they have been lost or stolen.

- b. If the service is suspended under 11(a)(i) for more than 3 days running, you will not have to pay line rental for that period.
- c. If the service is suspended under 11(a)(ii) and if you wish to be reconnected, we may require you to pay an administration charge of £30.00 in addition to all arrears.
- d. If the service is suspended under 11(a)(iii), you will still have to pay the service charges.

### **12. What we are liable for**

- a. We shall be liable for death or personal injury resulting from our negligence.
- b. If we break this agreement or are negligent we will not be responsible for the losses you suffer as a result, except those losses that are a foreseeable consequence of the breach and except those under 12(a).
- c. If you are not a consumer: (i) and if we break this agreement or are negligent we will not be responsible for the losses you suffer as a result above a limit of £1,000 per claim or number of related claims; and (ii) we shall provide the services with reasonable skill and care but we exclude all liability for breach of warranties, conditions, terms, undertakings, and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law. The previous sentence does not affect our liability under 12(a)
- d. (d) If you are a consumer nothing in this agreement affects your statutory rights.

### **13. Transferring this agreement**

- a. You may not transfer all or any part of this agreement to anyone else without our consent this agreement is personal to you but please contact us if you want to transfer your SIM card(s) or equipment to someone else (subject to a satisfactory credit check).
- b. We can transfer all or any part of this agreement to someone else.

### **14. Disputes and the Law**

- a. This agreement is governed by English law. Please contact us should you have any complaint to make regarding the service. If you are not happy with the way we deal with any complaint and you want to take court proceedings, you must do this in England.

Yes Telecom may disclose any information relating to any Account where we or the person requesting the information has, in our opinion, a legitimate interest in the disclosure. Before granting credit, we may search the files of one or more credit reference agencies which will keep a record of that search. We may also disclose details about your conduct of the Account to that credit reference agency (or agencies). Any information held will only be used to help to make credit decisions affecting you, or occasionally for fraud prevention or tracing debtors.