SIM ONLY TERMS AND CONDITIONS

These Terms and Conditions shall apply to the provision of Fleur Telecom SIM only services (as specified below) by Global 4 Communications Ltd to the Customer. In the event of conflict between these Terms and Conditions and any other terms and conditions (of the Customer or otherwise), the former shall prevail unless expressly otherwise agreed by Global 4 in writing.

TERMS SPECIFIED IN THESE TERMS AND CONDITIONS

"Agreement" means the contract for the supply of the Service comprising these terms and the Request for Service included in your Customer Service Agreement (hereafter also referred to as "the Agreement").

"Charges" means the invoice value attributable to the Service provided under the Agreement.

"Customer" means you the Customer who is entering into the Agreement.

"Fair Use Policy" means "unlimited" call or data allowance subject to a fair use policy.

"Fleur Telecom" means Services branded Fleur Telecom which are provided by Global 4 Communications Limited.

"Global 4" means Global 4 Communications Limited.

"Payment Plan" means monthly instalments to pay outstanding charges.

"RPI" means the Retail Price Index (RPI) rate of inflation.

"Service Provider" means any third-party service provider Global 4 uses, to provide the Services under the Agreement.

"Service(s)" means Global 4's voice and data services, including Telephony, Broadband, and, any other consumer services and any equipment we provide via Fleur Telecom nominated service provider(s).

"Term" means the Agreement duration for the Service as specified in the Agreement.

"Website" means the website www.fleurtelecom.co.uk

"In Writing" means written communication by post. Where specified in this agreement Customers may communicate in writing to the following:

by post to Fleur Telecom Customer Services, Telecom Acquisitions Ltd, 8 Piries Place, Horsham, RH12 1EH

1. Our Agreement

This Agreement starts when we accept your application to use our Services. We make the Services available to you on the terms and conditions of this Agreement and will connect you to the supplier network so that you can access the Services.

1.1 **Minimum Term:** When we agree to make the Services available to you, as a monthly SIM only contract on a 12 month minimum term.

1.2 This Agreement will continue for **12 months** (Minimum Term) although you may cancel it during the Minimum Term by giving us 30 days' notice. You should be aware that if you cancel before the end of the Minimum Term and your Minimum Term is more than one month, you may have to pay early termination fees.
If your Minimum Term has come to an end and you have not terminated this Agreement, the Agreement will continue and we will continue to supply you with the Services until either you or we choose to end this Agreement.

1.3 You must contact us to activate services on the Sim that we will supply you. If you do not contact us to activate the Sim, it will be automatically activated 21 days from agreed activation start date.

1.4 The agreed activation date will start the billing of your service.

1.5 The SIM card supplied and once activated should predominately be used with a mobile handset.

1.6 The SIM may be used in other devices supported by 3rd parties; this would include routers, dongles, ipads, tablets, mifi units and laptops.

1.7 Fleur Telecom will not be responsible in supporting the setup, configuration, software or firmware compatibility if you choose to use the SIM in a device which is not a mobile handset.

1.8 **SIM Call Package**: Your package includes unlimited calls to UK landlines starting 01, 02, 03 and unlimited calls to the following mobile service providers:

- O2
- Vodafone
- Orange
- T Mobile/EE
- Three

Calls to other mobile operations that are not included in the above list are not included in your package. This could potentially mean that you incur additional call charges if the mobile number you are calling is associated to a service provider that is not part of your call package.

If you make any international calls from your package, rather than being charged the standard rates an international call package at £5 per month is auto added reducing the call rates to 15p and from 20p, rather than over £1.This package is auto added and auto removed as and when you use it.

1.9 **SIM Package Options:** All Fleur Telecom SIM packages are pre-set to 'Restricted'. If you wish to activate 'restricted' settings, please contact the mobile support team on 01403 216133, option 2, 2, 1. Requests may take up to 24 hours. Please note that if you are on a Flex Package, Restricted content is not available.

Restricted – means there is a restricted access to

- adult content (gambling, adult content)
- International calls
- Premium rate numbers

Unrestricted – means no restrictions apply

1.10 **Setting usage cap:** All our SIM's are set with a £20 usage cap which can be changed at the request of the customer. We would advise that a usage cap is set up on your account to control unintended charges caused by your usage as well as exposure to fraudulent usage.

If you have chosen a Flex SIM package, the usage cap will be set at £0 as this is a fixed price plan.

1.11 **Data alerts:** Alerts will be set up against your package. Alerts will be sent via text to the mobile number we are supplying the service on.

We will not be responsible for any delays in sending an alert to you, as may be reliant on the network carrier in providing the records.

1.12 **Unlimited package:** If you want to upgrade mid-term to the Unlimited package, you will need to sign up for a new 12 month contract. Please contact Customer Care Team on 01403 216133.

1.13 **Transfer:** This Agreement is personal to you and you may not transfer your account or any of your rights and responsibilities under this Agreement without our consent. The terms of this Agreement will also apply to anyone you transfer your SIM to. Please contact the Customer Care Team first if you do want to transfer

your SIM. We may transfer any of our rights and responsibilities without your permission provided that the Services you receive or the rights you have under this Agreement are not materially reduced as a result.

2 Your Contract Allowance

2.1 Once we have accepted your application, we will provide you with your agreed Contract Allowance of minutes, text messages or Services. Details of the types of calls, text messages or Services that are included within your Contract Allowance are detailed in the joining pack you will receive with your SIM. We will notify you by SMS as soon as your Contract Allowance has been set up. Until that time you may still use the Services but these will be charged for separately at the applicable rates specified as Pay Monthly call charges full details of which are set out in our website.

2.2 **Changing your Contract Allowance**: During your Minimum Term we may allow you to change your Contract Allowance to a different allowance that we have available at that time. The new allowance and price will apply from your next monthly bill cycle for the remainder of the term of your Agreement, unless you change your Contract Allowance again.

2.3 **Add-ons and Add-on restrictions:** You may want to obtain access to a Service outside of your Contract Allowance by purchasing an Add-on. Add-ons can be purchased through our Customer Care agents. The price of any Add-ons that you purchase will be individually itemised and added to your next monthly ebill. Add-ons are non-transferable and other restrictions may apply concerning their expiry, validity or use. Add-ons will also be non-cancellable and non-refundable if you agree to the delivery of the Add-on to you for your immediate use. All details or rules concerning Add-ons will be available to you before you purchase an Add-on either by being set out on any material that accompanies the Add-on, on our website or available from our Team on request.

2.4 **Keep your services**: You need to use our Services at least once within any 90-day period either by making a chargeable call or sending a text message. If you don't, we may suspend your access to the Services and cancel this Agreement. If we cancel this Agreement, you may lose your phone number and any Add-on credit on your account. We don't really want to lose you as a customer so please ensure you keep talking or texting.

2.5 **At the end of your contract:** We will contact you towards the end of your Minimum Term to advise you of deals that would be on offer to you. If we are do not hear back from you your contract will continue as a monthly rolling contract basis, which will incur an additional £5 per month charge.

2.5.1 If you wish to change your Contract Allowance at the end of the Minimum Term then you can do so by contacting the Customer Care Team, but you will need to sign up for another Minimum Term under this Agreement.

2.5.2 You will need to contact the Customer Care Team and give at least 30 days' notice before the expiry of your Minimum Term or any subsequent monthly renewal date for your Contract Allowance if you do not want us to continue providing you with your Contract Allowance each month.

2.6 **Fair Use Policy:** Where a tariff/Bundle includes "Unlimited" calls or data, this is subject to a fair usage policy

2.6.1 Only calls made to standard UK mobile or landlines numbers from a UK landline are included in the "unlimited allowance". Calls to other destinations such as premium rate or international numbers are excluded from the allowance.

2.6.2 The "Unlimited" call allowance is subject to a fair use policy of 10,000 minutes per monthly bill cycle. Calls exceeding 10,000 minutes will be charged at standard call rates.

2.6.3 The "Unlimited" data allowance is subject to a fair use policy where data shall be charged at over usage rates where users regularly tether to 12 or more devices or have used 650GB of data in a monthly bill cycle.

3 Provision of Services

3.1 **Availability:** We will try to make our Services available to you at all times but quality and availability could be affected by factors outside of our control.
In respect to network coverage, this is not guaranteed and is dependent on the network provider coverage. Availability and quality can be caused by:

(a) Faults in the network
(b) Network mast maintenance, as well as distance to the mast
(c) Weather, trees and buildings can affect the signal to your services
(d) The type of building you are in when using the services known as "blackspots", can cause poor signal issues.
(e) Demand for 4G in certain areas distance from the mast
(f) Low battery or out of date software can affect how your phone interacts with the network.

3.2 **Use of the Services**: The Services will be available to you provided you:
(a) comply with your obligations as set out in this Agreement
(b) do not use the Services for anything illegal, immoral or improper
(c) do not use the Service for a purpose in any way related to an arrangement which we suspect is designed to Artificially Inflate Traffic to a number or numbers. We reserve the right to bar access to numbers on a temporary or permanent basis which we reasonably suspect are being used for such purposes
(d) do not use the Services for calling "cash back" or "cash for calling" numbers, ie where you are paid, in monetary or other terms, by the provider for calling that number. We reserve the right to bar access to numbers on a temporary or permanent basis which we reasonably suspect are being used for such purposes
(e) pay your bill on time
(f) give us valid information we reasonably ask for and do not give us false information
(g) follow all reasonable instructions we give you and any reasonable guidelines we make available to you
(h) do not use the Services for making abusive, offensive, indecent or nuisance calls, for sending spam or unsolicited emails or text messages, for making or receiving reverse charge calls, or for infringing another person's rights including copyright or other intellectual property rights
(i) do not use our Services in any way that is not in keeping with that reasonably expected of a private individual and do not use the Services for commercial or business purposes.

3.3 **Your SIM**: Any SIM we provide to you remains our property and must be returned to us if we ask for it back. You must keep your SIM safe and can only use it to access our Services.

3.3.1 If your SIM is lost, stolen or damaged call us immediately for another SIM. If your SIM is lost or stolen and you notify us within 24 hours, you will be liable for Charges that are not part of your Contract Allowance relating to the unauthorised use of the SIM (including call charges).

3.3.2 If you notify the Team after 24 hours, you will be liable for all Charges relating to use of the SIM (including call charges) up to the time that you notify us that your SIM is lost or stolen, regardless of whether the Charges have been incurred by you or someone else. You will also continue to be liable for the monthly payment (or other periodic charge) relating to your Contract Allowance until the end of the Minimum Term.

3.3.3 If you lose the SIM, a replacement will be sent free of charge.

3.4 **Premium-rated calls:** You may be charged to receive certain premium-rated calls, text messaging services, multimedia messaging services and content. Please check these before using premium-rated services, as most are operated by third parties.

3.5 **No reselling:** You may not sell or otherwise make our Services available to others or commercially exploit our Services or any Content in any way.

3.6 **Phone numbers:** We grant you the use of a phone number. In exceptional circumstances, the telecommunications regulator Ofcom may order the reallocation or change of mobile phone numbers, in which case we may have to change the phone number we make available to you.

3.7 **Roaming:** Our Services may be available to you in countries outside of the EU if we or the partner who provides us with our Network have roaming arrangements in place. Overseas network operators may bill us sometime after you use the Services – this can be as long as three months later. Please be aware that when you use your phone abroad incoming calls also incur a charge.

3.8 **Wifi calling:** The Sim we supply support wifi calling, however this service is only offered and supported on certain devices.

3.9 **Visual voicemail:** The Sim we supply support Visual Voicemail, however it is only offered and support on certain devices.

3.10 **Media Messaging Service (MMS):** MMS is not automatically activated on the network or Sim when your order is processed. This is due to the high charges for sending MMS. Please contact the mobile support team on Tel 01403 216133 option 2,2,1 if you require this service to be activated.

4 Right to cancel your agreement (Cooling off period)

You also have the right to cancel your contract within 14 days from the date your started contract without giving any reason by contacting Customer Care Team on 01403 216133.

After the 14 days cooling off period if you wish to cancel your contract, early termination charges will apply to remaining minimum term.

5 Changes to this Agreement

5.1 General changes: We may change this Agreement at any time for Network security reasons, legal or regulatory reasons, or if we wish to have all customers on the same terms and conditions for services.

5.1.1 We may also need to change or withdraw all or part of your Contract Allowance, all or part of our Services if they are uneconomical, technically impractical, not fulfilling their purpose for you or us, or as a result of changes in technology or changes made by our Network supplier.

5.2 **Details of any changes**: We will notify you via email of any material changes that affect you.

5.3 **Significant changes:** We will notify you at least one month in advance of any change coming into effect if we make any changes to your Agreement, or the Services you are using, or to the Charges for any Services you are using, which (in our reasonable opinion) are likely to be of material detriment to you.

5.4 **Non acceptance of changes:** If you do not accept a change that falls within clause 5.3 you may cancel this Agreement by notifying us within 30 days of us telling you about any change, to let us know that you want to cancel.

However, you may not cancel this Agreement if such change:

(a) has been imposed on us by any regulator with appropriate authority, for example Ofcom, or as a direct result of new legislation, statutory instrument or government regulation;
(b) relates solely to an Additional Service, unless we specifically notify you of a right to cancel.

5.5 **Acceptance of changes:** Any continued use of our Services after the date of the change will be deemed to be acceptance by you of the relevant change unless you give us notice of cancellation in accordance with clause 5.4.

5.6 **Communicating with you:** If we do need to notify you of a change in respect of our Services or this Agreement, then we will do this by sending you an email or a text message. However, we may also choose to communicate with you by any of the following means as well: by post or phone.

6 Charges and Payment

6.1 Direct Debit: You must pay your bill by direct debit from a UK bank account that allows payment by direct debit and must maintain an active direct debit. If at any time you cancel your direct debit instruction to the bank, your services may be disrupted and you will not be able to use your SIM card until the direct debit instruction has been restored with your bank.

6.2 Charges and use of our Services outside your Contract Allowance: We will apply Charges (being the Charges for our Services that you use) to your account. You will be responsible for paying all Charges on your account, whether or not they have been incurred by you personally. Charges for your use of the Services will be set out in our Monthly call charges table that can be found on our website.

6.3 No refund: If you don't use all the credit in any Top-Up or Add-on that you purchase, or such Top-Up or Add-on expires (if applicable) then we will not give you a refund for it. If this Agreement is cancelled, you will also lose any credit you have on your account and we will not refund it to you.

6.4 Bills: We'll send you an ebill every month advising you of the total amount of Charges you owe us. We may change the billing period at any time, but we will notify you in advance if we do this. There will be an additional charge for paper bills.

6.5 Payment in full: You must pay your Charges in full in the amount requested within 14 days of the date of your bill. If the Charges are not paid in full and on time, we can stop you using some or all of our Services and may cancel this Agreement. If you think there is mistake in your bill, please tell us as soon as possible so that we can check this.

6.6 Late payment: If you do not pay a bill by the due date, we will charge you a late payment fee of £20. We may also charge you for any reasonable administration or collection costs which we incur if you do not pay your bill on time and in full. If you miss more than 2 payments in an 8 week period, Global 4 reserve the right to cancel the contract.

6.7 RPI Price Increase: Each year, your Pay Monthly airtime tariff will be adjusted according to the Retail Price Index (RPI) rate of inflation. Before your bill is adjusted, we will notify you at least 30 days prior to the adjustment.

7 Liability

7.1 **Exclusions:** In terms of this Agreement, we exclude all liability to you in any way for:
(a) any losses where we are not at fault
(b) any loss of income, business or profits
(c) any corruption of data in connection with the use of the Services; or
(d) any losses or damages which were not reasonably foreseeable when we entered into this Agreement.

7.2 **Third parties:** You may be able to use our Services to upload or transmit email or Content over the internet or to access third party websites, Content and other material which is branded or provided by third parties, and to acquire goods or services from third parties. We and our Network supplier merely act as a "pipe" transmitting this Content to or from you and do not have any control or exercise any control over this Content, the third parties, or any goods or services they may provide. We therefore have no responsibility or liability to you for these third-party sites, their Content, or for any goods or services you may obtain from them. You are responsible for any Content that you upload or transmit.

7.4 **Things beyond our control**: We will not be liable to you if we are unable to provide you with the Services or perform any of our obligations under this Agreement because of something beyond our control.

Such factors may include, but will not be limited to, acts of God, industrial action, war, terrorist act, governmental action, any act or decision made by court of competent jurisdiction, or delay, default or failure by a third-party supplier or network operator.

8 Suspending or Disconnecting Access to our Services

8.1 **Suspension or termination for other reasons**: We may suspend or terminate your use of the Services and disconnect your SIM from the Network without giving you notice if you, or anyone who uses your SIM:
(a) does not keep to the conditions of this Agreement.
(b) damages the Network or puts it at risk.
(c) continually harasses, abuses or threatens our staff.
(d) notifies us that your SIM has been lost or stolen.
(e) exceeds any usage cap we may have set for you or does not pay a bill when it is due.
(f) is required to be suspended following an order, instruction or request from any governmental body, any emergency service appropriate authority to request such suspension.
(g) has provided us with information that we reasonably believe is false or misleading.
(h) at the end of any Minimum Term chooses not to use our Services within a 90-day period either by making a chargeable call or sending a text message.
(i) suspends or cancels any direct debit for your account or otherwise allows it to become inactive.
(j) engages in fraudulent activity on your account or we reasonably believe you have done so.

8.2 Suspension may result in us cancelling this Agreement. If we cancel this Agreement, you may lose your phone number, and any credit on your account.

9 Queries, Disputes and Contact Details

9.1 **Contact us**: If you have a complaint or query about our Services, you can contact us at any time by calling the Customer Care Team on 01403 216133. We will try to resolve your query or dispute as quickly as possible

9.2 **Still not happy?:** You can contact our customer care team who will carry out an impartial review of your complaint. You can contact the team directly by email or post:

Customer Care
Fleur Telecom
Telecom Acquisitions Ltd
8 Piries Place
Horsham, West Sussex
RH12 1EH

We will send you an acknowledgement as a receipt of your complaint. Once we have reviewed your complaint, we will let you know the outcome within ten working days. If it is going to take longer, we will let you know and keep you informed of our progress. To read more on customer complaints click here https://www.fleurtelecom.co.uk/download/customer-complaints-policy/?wpdmdl=10184&masterkey=eMciZLWtMgOfvCt0T4o8evVPkA9LcV2F-eFBjN6Chc2ify_wN6nbY3lmr6n-PtMffrRP4U58rFAMOoL20xc9bEnKpUzqo7zhNYvMQ2k32_4

If you are not happy after we have responded to your complaint, or if it takes us more than eight weeks to respond, you can contact the Communications and Internet Services Adjudication Scheme (CISAS).

10 When our Agreement ends

10.1 **Your right to cancel**: You may cancel this Agreement:

a) By notifying the customer care team on 01403 216133 within 14 days (cooling off period) from the date your contract started that you want to end this Agreement without giving any reason.

b) We will refund you within 14 days for all payments received less any airtime or data you've bought or used.
If you do return your SIM for any reason, then you will still be charged for any calls or use of our Services at the rates set out in our monthly call charges.

c) at any time after that for any reason by giving not less than 30 days' notice to the Customer Care Team. Please note that early termination fees will apply to any remaining months left on your contract.

(d) by giving not less than 30 days' notice if we break this Agreement in any material way and do not put it right within 7 days of you asking us to; or

(e) if all of the Services are permanently no longer available to you

(f) at any time by terminating your services using a STAC code or moving your number to another provider using a PAC code.

(g) If you request a Porting Authorisation Code (PAC) or Service Termination Authorisation Code (STAC) from us because you wish to port your number to another provider or switch to another provider without a port, it will be valid for 30 days from when it is issued to you.
Your service will switch to the new provider within one working day of you providing your PAC or STAC to them. Your Agreement will terminate when your service has switched to your new provider.
If you do not use a PAC or STAC within the 30-day period, the Agreement and your Airtime Plan will continue. You can request a PAC or STAC at any time.
You can cancel your Airtime Plan at any time without requesting a PAC or STAC but you'll need to give us 30 days' notice.
If you're within the minimum period of your Airtime Plan when you leave us, you'll need to pay an early termination fee. Where you're required to pay an early termination fee, your Charges Guide gives you a calculation to work out how much this will be. If you have requested a PAC or STAC we will notify you of any early termination fee that may be payable when you request the code.

(h) If you decide to terminate this Agreement upon receiving notification that we have applied RPI increases to your tariff, then early termination charges will be apply for the remainder of your term of your contract.

10.2 Our right to cancel:
We may cancel this Agreement immediately in the following circumstances:

(a) if we have the right to suspend your access to the Services for any of the reasons set out in in this agreement where we believe that the grounds are serious and have not been, or are unlikely to be, rectified.

(b) if you break this Agreement in any material way and do not put it right within 7 days of us asking you to.

(c) if you do not pay the Charges in full or on time.

(d) if the Network owner no longer makes the Network available to us.

(e) if in our reasonable opinion it is necessary to do so for security, technical or operational reasons.

(f) at any time by terminating your services using a STAC code or moving your number to another provider using a PAC code.

10.3 We reserve the right to cancel your right to use our Services at our sole discretion by giving not less than 30 days' notice.

10.4 **Effect of cancellation:** If this Agreement is cancelled you will need to pay us on cancellation all unpaid Charges on your account. Unless you have cancelled this Agreement under clause 10.1(a), 10.1(c), 10.1(d),(e), (h) or we have cancelled this Agreement under clause 10.2(d), 10.2(e), (f) or 10.3 then you must also pay on cancellation the monthly (or other periodic) Charges owed for each month of your Contract Allowance through to the end of your Minimum Term. Where your Minimum Term is more than one month the Charges will be less any costs we save as a result of your cancellation before the end of the Minimum Term. We will advise you of the Charges ahead of cancellation

10.5 If this Agreement is cancelled for any reason:

(a) your SIM will be disconnected from the Network.

(b) you will no longer be able to use our Services.

(c) you will lose your phone number (unless you move to another network) and must return your SIM to us, and
(d) you will lose any unused Top Up or Add-on credit on your account.

11. DATA PROTECTION & CONFIDENTIALITY

Data protection legislation means collectively:

i) any applicable laws of the EU;

ii) any applicable laws relating to the processing or personal data and the protection of an individual's privacy;

iii) GDPR means the General Data Protection Regulation (EU) 2016/679 and any amendment or replacement to it. Fleur Telecom privacy policy means that the policy that Fleur Telecom has implemented and may be updated from time to time on how it processes personal data. Document can be found: https://www.fleurtelecom.co.uk/download/privacy-policy/?wpdmdl=10057&masterkey=TE_npMaOGfszF-sHqFBzrArtfI6hRR7xtM2QpIfCysrW0qrfszffBkkFOaKNztUIQ5I5kwERLHzMFHIeSeG5vpmfoELyCpnMHZLBLGrQfwQ

iv) Data protection legislation means the Data Protection Act 1998 superseded by the Data Protection Act 2018;

11.1 If the Customer is an individual about whom Global 4 processes personal data (as defined in the Data Protection Act 2018), the following shall apply:

11.1.1 Fleur Telecom may process such personal data for the purposes of administering the relationship.

11.1.2 Fleur Telecom may also, from time to time, use such personal data to provide the Customer, whether by telephone, facsimile, electronic mail or other means of communication, with details of products and services of Fleur Telecom/Affiliates which may be of interest to the Customer.

11.1.3 Fleur Telecom reserves the right to record all incoming and outgoing calls made with its clients for the purpose of administering the relationship with the client. Calls may also be recorded for training purposes. In the event that a call has been recorded it is our policy to hold recordings for a 6-month period after which time recordings are deleted.

11.2 By entering into the Agreement, the Customer expressly agrees to the use of personal data for the purposes described above.