

**Scan Com Distribution Ltd**

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## 1 DEFINITIONS

In these Terms and Conditions, the following expressions shall have the following meanings:

1. "Provider" - Scan Com Distribution Ltd with company registration number 03430476 and registered office: 18A Park House, East Link, Meridian Business Park, Leicester, LE19 1WZ
2. "Agreement" - This Agreement, all sides completed, and all other associated schedules in writing.
3. "Bar" - The act of barring the Subscriber from making or receiving calls on the Subscriber Apparatus.
4. "Charges" - Call charge, access charge, connection charge, minimum airtime charge, value added service charge means the charges as described and at the rates (appropriate to the chosen tariff) as set out in the Schedule of Tariffs to be published by Provider from time to time.
5. "Connection" / "Connected" - The connection of the equipment or SIM card to the selected tariffs and Systems & software.
6. "IMEI" - The International Mobile Equipment Identity number incorporated into the Subscriber Apparatus.
7. "Migration" - Means the transfer of a mobile number to any alternative service provider on the same network.
8. "Party/Parties" - Means Provider and the Subscriber either separately or together.
9. "Payment Date" - The date determined by Provider on which Provider invoices fall due for payment.
10. "Portability" - Means the transfer of a mobile number or Service to any alternative service provider and service operator.
11. "Service(s)" - The provision of airtime, together with those services identified in this Agreement, by means of the Systems offered by Provider.
12. "Service Operators" - Means the networks.
13. "SIM Card" - A module which contains Subscriber Information, when used with GSM/UMTS equipment, enables access to the GSM/UMTS Services.
14. "Subscriber" - The account holder responsible firstly for meeting the Charges.
15. "Subscriber Apparatus" - Means the approved equipment and SIM Card connected to the System.
16. "System(s)" - The public telecommunications systems that Provider makes available to the Subscriber.
17. "Upgrade" - Any supply of a new handset or mobile device.

## 2 ACCEPTANCE OF APPLICATION

2.1. In connection with this account application Provider will carry out credit and fraud prevention checks with a licensed credit reference and fraud prevention agency & this agency will retain a copy of the search. Information from the application and payment details of the account will be recorded and may be shared with other organisations to help make credit and insurance decisions about you and members of your company and for debt collection and fraud prevention purposes.

2.2. Provider will only accept the application when the Subscriber passes a credit check to Provider's satisfaction. This Agreement constitutes the entire contract between the Subscriber and Provider, and the terms of this Agreement shall apply to the exclusion of all others whether implied or proposed by the Subscriber orally or in writing unless expressly accepted in writing by Provider.

2.3. Provider offers mobile services to businesses and, upon accepting this application, assumes that all businesses have ten or more employees and subsidies and benefits are issued based on this.

### 3 TERM

3.1 This Agreement will commence from the date any services requested on the Agreement are implemented and take effect and will be for a minimum of twenty-four (24) months in any event unless stated.

3.2 Subject to Clause 10 below this shall continue for a period of twenty-four (24) months from each date of individual connection or upgrade or tariff change unless a different term is selected under the "Initial Minimum Contract Term" provision. This Agreement shall continue thereafter until terminated by either party giving not less than ninety (90) days prior written notice, such notice not to be served prior to the expiry of the said initial minimum contract term.

3.3 This Agreement is a Master Agreement, and the provisions of Clause 3.1 and 3.2 are applicable to all mobile numbers and/or handsets Connected to Provider and will also apply to subsequent Connections or Upgrades from the individual Connection or Upgrade date.

3.4 All Tariff changes will be subject to availability and a minimum spend and an annual Consumer Price Index (CPI), ignoring any negative figures, +3.9% price increase will apply each March.

## 4 CREDIT ACCOUNT

4.1 An account will be opened and a credit limit inclusive of VAT will be notified to the Subscriber and this credit limit should not be exceeded. Any increase in the credit limit must be requested in writing and will be subject to approval by the Provider, which may entail further credit checks. The Provider cannot accept responsibility for Subscriber overspends due to any reason including but not limited to billing cycles or delays in the availability of call data. Subscribers who anticipate exceeding their credit limit should contact the Provider to avoid the Services being suspended.

4.2 Credit limits are subject to periodic review at Provider's discretion. Provider may require that a deposit be placed with Provider in cases where the Subscriber incurs monthly charges in excess of the credit limit and the Subscriber authorises Provider to debit their credit card, where details provided, at Provider's discretion for this excess amount overdue, or any amount over the credit limit set.

## 5 CONNECTION TO THE SYSTEM AND PROVISION OF THE SERVICE

5.1 Subject to these Terms and Conditions, Provider will connect and maintain the connection of the Subscriber Apparatus to the System and, subject to the geographical coverage of the System from time to time and other limiting factors not under Provider's control, Provider will endeavour to make the Services available to the Subscriber throughout the term of this Agreement.

5.2 Provider shall be entitled, at its absolute discretion to transfer the Subscriber to another Service Operator, provided this incurs no additional costs to the Subscriber. Wherever practicable, fourteen (14) days written notice shall be given of such changes prior to there being made.

5.3 The Subscriber recognises and acknowledges that the Services depend on the availability of the Systems, which may from time to time, by their very nature, be adversely affected by physical features, atmospheric conditions, and other causes of interference may fail or require maintenance without notice.

5.4 The Services are provided with a bar on premium rate and international calls made whilst in the UK and overseas unless the Subscriber has requested Provider to enable these calls. If enabled, the Subscriber should be aware that they will be charged for calls received whilst abroad (including voicemail) and that calls made and received whilst overseas will be charged at the prices stipulated by the provider. Any such calls/text/data are not included in any bundle of inclusive calls/text/data which may form part of the tariff and billing delays of up to six months may occur for these charges and may be subject to an on advance deposit as requested from time to time.

5.5 Provider shall bear no liability to the Subscriber whatsoever in connection with any Service provided by an overseas network, third party or Premium Rate provider.

## 6 PAYMENT

6.1 The Subscriber will pay any agreed initial charges, the monthly access charge and any other fixed monthly charges, on or before the Payment Date.

6.2 The Subscriber will pay all call charges (used in excess of any call charges that may be comprised in the minimum airtime charge but without rebate for any unused element of call charges in such Charge) including charges incurred from other networks, virtual networks, premium rate and overseas cellular and network operators (without discount) and also any handling charges set out in the schedule of tariffs, monthly in arrears, on or before the Payment Date. UK calls are billed per second and rounded up to the nearest penny. The networks may apply a minimum call charge, details of which can be found in the tariff terms and conditions on their websites.

6.3 The Subscriber will pay the cost of any subsequent reconnection made necessary by suspension of the Services carried out by Provider due to non-payment (subject to Clause 10 below), prior to reconnection.

6.4 The Subscriber will pay all sums to Provider by Direct Debit or by such other method as Provider shall allow on or prior to the Payment Date. The acceptance of payment by any method other than Direct Debit by Provider may incur a monthly administration fee.

6.5 All payments other than by Direct Debit must be received within fourteen (14) days of Provider's invoice date.

6.6 The Subscriber may be required to pay a fee of £20.00 + VAT per incident for cancelled, dishonoured, or failed Direct Debits or cheques.

6.7 Any sums due to Provider from the Subscriber which are unpaid for more than fourteen (14) days after the Payment Date shall bear interest at the "statutory interest" above the Bank of England base rate calculated from the date payment was due to the date of actual payment becoming cleared funds.

6.8 Value Added Tax (VAT) and other taxes from time to time in force where appropriate shall be payable on all Charges referred to under this Clause.

6.9 The Subscriber will promptly advise Provider in writing of any change of address or bank details.

6.10 The Subscriber authorises Provider to charge the Debit/Credit Card, where details provided, with an amount equal to the outstanding balance on the Subscriber's credit account, where the Subscriber has failed to pay Provider by the Payment Date.

6.11 The Subscriber authorises Provider to levy a Service Charge of three percent (3%) where Provider is debiting the Subscriber's Credit Card Account with any outstanding balance.

6.12 The Subscriber is solely responsible for the Subscriber Apparatus and/or SIM Card and shall remain liable for all call charges including any incurred during a period of theft, damage or loss until such theft, damage or loss is reported to the Service Operator and Provider, and will remain liable for the monthly access charge until the Agreement has ended.

6.13 The Provider will only consider billing queries from the Subscriber if made within twenty-eight (28) days of the date of invoice. Raising such queries does not relieve the Subscriber of the obligation to pay all invoices when due without deduction, offset or withhold, but if an amount is subsequently found to be not payable, Provider agrees to refund the Subscriber for the overpaid charges.



## 7 PUBLIC EMERGENCY CALL

No charge will be made for Emergency calls similar to British Telecom's 999 service made on the Subscriber Apparatus subject to voice being enabled on the said devices and roaming restrictions do not apply.

## 8 OBLIGATIONS OF THE SUBSCRIBER

8.1 The Subscriber acknowledges that the System is operated under License and by agreement with the Service Operators and that the provisions of the said Licenses and agreements apply to the use of the Service. The Subscriber hereby undertakes:

8.1.1 Not to use or permit the use of the System for any unlawful, immoral or improper purpose including the use of unlawful GSM SIM gateways or any purpose not recommended by the equipment manufacturer or the Service Operators or Provider;

Inappropriate usage would be considered as the following:

- Any usage outside the normal commercial practice
- Any usage made via automated means (also see Gateway/AIT FUP)
- Any usage that damages or impairs the hosting network
- Any usage considered fraudulent, abusive, illegal or a nuisance

8.1.2 To comply with any reasonable instructions issued by Provider relating to the System, the equipment or the Service and to use only the Subscriber Apparatus approved by the Service Operators and the British Approvals Board of Telecommunications;

8.1.3 Not to reverse, or permit anyone else to reverse, the charges on any telephone call;

8.1.4 Not to act, or omit to act, in any way which may injure or damage any persons, property or the System or cause the quality of the Service to be impaired.

8.1.5 Not to directly or indirectly be involved, or knowingly, recklessly or negligently permit any other person to be involved, in any fraud, illegal or immoral activity and shall notify Provider immediately upon becoming aware of any such activity.

8.2 Should Provider incur additional claims, damages, losses (including loss of profit, other economic loss or legal fees) due to Subscriber breach of this Agreement the Subscriber could be liable for these.

8.3 The Subscriber will promptly advise the Service Operator and Provider, by phone and in writing in the event of loss or theft of the Subscriber Apparatus and/or the SIM Card.

8.4 The tariff chosen at the acceptance of this Agreement will remain the minimum tariff selected for the initial contract term and the terms and conditions of the selected tariff apply.

8.5 The rates/tariffs/equipment subsidies that Provider makes available to the Subscriber are subject to the length of contract chosen and its terms and are based upon the predicted or anticipated revenue over the contract term including notice period. The Subscriber is therefore expected to honour the contract, revenue and its terms. In the event that the Subscriber fails to do so, Provider reserves the right to invoice the predicted or anticipated revenue, at full retail price without discount, over the full contract term including notice period and to recover any benefits received and losses incurred, and should the contract not proceed to full term a cancellation charge will be incurred.

8.6 The Subscriber acknowledges that Provider will accept, and act on behalf of, any instruction received from the Subscriber, and accept and act on behalf of any additional orders, regardless of authority and/or position, unless otherwise pre-advised to Provider in writing with the Subscribers bespoke ordering procedures.

## 9 LIMITATION OF LIABILITY

9.1 Nothing in this Agreement shall limit or restrict or be deemed or construed to limit or restrict the liability of Provider or the Subscriber for death or personal injury to any person caused by its negligence.

9.2 Subject always to the provisions of Clause 9.1 above, the total liability hereunder of Provider in contract, tort or otherwise (including negligence) shall, in respect of all claims under this Agreement, not exceed the total amounts paid to Provider by the Subscriber under this Agreement for the 12 months immediately prior to the period in which the claim or claims are made

9.3 Subject to the provisions of clause 9.1 (above), Provider shall not be liable hereunder, in contract, tort or otherwise (including negligence) for any indirect or consequential losses whatsoever or otherwise howsoever arising including without limitation, loss of profits, revenues, business, contracts, anticipated savings or any other indirect or consequential losses whatsoever and in this Clause 9.3, "anticipated savings" means any saving that the Subscriber anticipated making as a consequence (whether directly or indirectly) of entering into this Agreement.

Nothing in these terms and conditions will:

- (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable;
- (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or
- (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.

We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.

To the maximum extent permitted by law, Scan Com Distribution Ltd accepts no liability for any of the following:

- a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
- b. loss or corruption of any data, database or software;
- c. any special, indirect or consequential loss or damage.

9.4 Where the Subscriber deals as a consumer, nothing in this Agreement shall affect the Subscriber's statutory rights.

## 10 TERMINATION AND SUSPENSION OF THE SERVICE

10.1 Provider shall have the right to, without prejudice to any other claims or remedies which it may have against the Subscriber, forthwith terminate or suspend the Service and this Agreement without liability upon the occurrence of any of the following events:

10.1.1 If payment of the Charges is not made on the due Payment Date;

10.1.2 If the Subscriber commits a breach of this Agreement (and where that breach is capable of remedy, does not correct this breach within 7 days of Provider requesting the Subscriber in writing to correct such breach) or if any information given to Provider by the Subscriber is false or misleading;

10.1.3 If the Subscriber makes or offers to make any composition with creditors or commits any act of bankruptcy, or if any petition or receiving the order in bankruptcy is made against the Subscriber, or (in the case of a Subscriber being a Limited Company) the Subscriber is unable to pay its debts as they fall due within the meaning of the Companies Act 1985; or

10.1.4 If a petition or resolution to wind up the Subscriber is passed or presented (otherwise than for reconstruction or amalgamation); or

10.1.5 If any administrative receiver or receiver/manager is appointed over any of the Subscriber's assets, property or undertaking, or if any such power of appointment arises.

10.2 Provider may, from time to time, without notice or liability on its part (notwithstanding the foregoing provisions of this clause and at its absolute discretion), suspend or disconnect the Service in any of the following circumstances:

10.2.1 If the Subscriber fails to comply with any of the terms contained herein; or

10.2.2 If the Subscriber does, or allows to be done, anything which in the Service Operator's or Provider's reasonable opinion may have the effect of jeopardising the operation of the Service; or

10.2.3 If the Subscriber permits the use of the Service or uses the Service for illegal purposes including the use of illegal GSM SIM Gateways (or the Service Operator or Provider believes the same), Provider, without any liability whatsoever, reserves the right at its absolute discretion to immediately suspend the Service. In such a case the Subscriber will be charged during the month in which such suspension of Service takes place at the Provider RRP Business Tariff rate, no bundled minutes being applied during

that month. For the remainder of the contract term the Subscriber will be liable for the tariff initially agreed at full retail price without discount, subject to Clause 8.5 above; or

10.2.4 If, in the Provider's or the Service Operator's absolute discretion, the data / call charges incurred in any given period show unreasonable or excessive usage of services or unusual calling patterns such as a disproportionate percentage of data / incoming calls or zero usage per number of 10 minutes or less of outbound voice calls or charges including data of less than £1.00 per month, or cause network congestion; or

10.2.5 If Provider is unable, for whatever reason, to provide the Service or if Provider is required to terminate this Agreement by a competent regulatory authority and/or Service Operator; or

10.2.6 If the Subscriber exceeds the credit limits set.

10.3 Termination, suspension, disconnection or barring under this Clause 10 shall be without prejudice to Provider's rights accrued up to and beyond the date of termination, suspension, disconnection or barring.

10.4 In the event of termination of the Service and this Agreement by Provider in accordance with the provisions of Clauses 10.1 and 10.2, the Subscriber shall, within fourteen (14) days of receipt of the notice of termination, pay to Provider all outstanding Charges including, where termination is for any of the reasons specified in Clauses 10.1 and 10.2, the amount due as set out in Clause 8.5 above or which would have been payable for the remainder of the term of this Agreement had the Subscriber given notice of termination at the earliest date possible in accordance with Clause.

10.5 Upon termination of this Agreement if the Subscriber made a deposit, Provider will only return any surplus to the Subscriber after deduction of all unpaid charges. Any request for repayment must be made in writing.

10.6 After disconnection, suspension, or barring of the equipment from the System and/or consequent upon the termination of this Agreement, the Subscriber shall pay on demand all Charges outstanding at the time of disconnection, suspension or barring including any reasonable disconnection or barring fee that Provider may wish to charge in its sole discretion.

10.7 Subscriber will pay any costs, including legal fees, reasonably incurred by the Provider on collecting any payments due.

10.8 Should termination take place partway through a month, no credit will be given for the post-termination part of the month's access charge(s).

10.9 The Subscriber will remain liable for all call charges incurred prior to termination regardless of when they are invoiced.

10.10 Termination, porting, or migration of mobile numbers is subject to a charge of £30.00 + VAT per number before the contract end date.

10.11 If the Subscriber is unable to use all of the Services for a continuous period due to any technical failure (including power cuts, improvement, modification, or maintenance of the Service or the Systems) and if the Service Operator offers this to Provider, on the application the Subscriber will not receive credit for their line rental which will represent that part of the line rental for the period of suspension.



## 11 FORCE MAJEURE

Provider shall not be liable for any breach of this Agreement, nor any damage resulting there from whether direct, indirect, consequential, financial or otherwise, if and to the extent that such breach arises as a result of any Act of God, acts or omissions by any Government, other Administrative Body or Service Operators, sabotage, riot, explosion, acts of terrorism, controls, restrictions, prohibitions or other Acts of any Local or National Government (including any requirement connected to the Licensing Arrangements) or industrial disputes of any kind or any act beyond the direct control of Provider.

## 12 ASSIGNMENT

This Agreement shall not be assignable by the Subscriber without the written consent of Provider, which will not be unreasonably withheld. The provider may at any time assign this Agreement to any third party it considers suitable.

## 13 VARIATION

Provider shall be entitled, from time to time and at its absolute discretion, to:

13.1 Make such variations to the tariff as it deems appropriate, so long as such changes are not disadvantageous to the Subscriber.

13.2 Make such modifications to the Service and make, or agree to, such changes to the System as it may reasonably consider necessary. Wherever practicable, fourteen (14) days written notice shall be given of such changes prior to there being made;

13.3 Make such alterations to this Agreement and its terms and conditions as the Service Operators may reasonably require Provider to make or as are necessary because of changes to Provider's license from the Service Operators or otherwise because of any regulatory or legal requirement.

## 14 DATA PROTECTION

14.1 The information the Subscriber provides will be used by Provider to supply the Services and will not be otherwise disclosed without the Subscriber's prior written permission, except as set out in Clause 14.5 below, or if required by law.

14.2 Provider does not share Subscriber information with other organisations for marketing purposes, however, Provider may invite the Subscriber to take part in market research and inform the Subscriber of Provider goods and services which may be of interest unless the Subscriber informs Provider that they do not wish to receive this information.

14.3 The Subscriber has the right to ask for a copy of the data held about them by making an application in writing to the Customer Services Manager at the Provider's registered office address. There may be a charge for this service.

14.4 The Subscriber agrees that Provider may disclose any information about the Subscriber's accounts to anyone who correctly quotes their password or who has satisfied Provider that they are the Subscriber or the Subscriber's authorised contact.

14.5 The Provider may disclose information about the Subscriber's account to its agents.

## 15 CONFIDENTIALITY - NA

## 16 MISCELLANEOUS

16.1 The Subscriber agrees to the disclosure to any radio or telecommunications operating company of its name, address & details of the Service and Subscriber Apparatus provided to it pursuant to this Agreement.

16.2 Any notice hereunder sent by either party to the other party shall be deemed served within forty-eight (48) hours.

16.3 Should Provider elect to disconnect and/or reconnect the Subscriber Apparatus from or to the System pursuant to Clause 10 above, then Provider having regard to the circumstances at the time of disconnection or reconnection may elect to charge a fee of £25.00 + VAT for such disconnection or reconnection.

16.4 Should Provider elect to bar and/or unbar the equipment from the System pursuant to Clause 10 above, Provider may, in its absolute discretion, charge an unbarring fee of up to £25.00 + VAT for such barring or unbarring.

16.5 Additional services may be added to this Agreement subject to the Subscriber's written confirmation and acceptance by Provider.

16.6 Where Subscriber Apparatus is provided to the Subscriber by Provider, then notwithstanding delivery and acceptance of the Subscriber Apparatus, title in the Subscriber Apparatus shall not pass to the Subscriber until completion of the contract, including notice period. If the contract is terminated early, for whatever reason, the Subscriber Apparatus remains the property of the Provider.

16.7 Following any non-completion of the contract, Provider reserves the right to request the safe return of such Subscriber Apparatus undamaged and in good repair (except for reasonable wear and tear) from the Subscriber to Provider at the Subscriber's expense. Failure to comply with such request shall incur a full replacement charge plus VAT as quoted in Provider's published SIM free price list for any mobile device, data-card or modem, of up to £300 + VAT, unless the equipment falls under the pricing stipulated in clause 16.7.1 in which case the charge is higher, plus £30.00 + VAT for any SIM card (as per Clause 16.17 below).

16.7.1 In the case of SMARTphones, the full replacement charge of up to £1200 + VAT will be incurred.

16.7.2 Equipment must be returned to Provider, in line with Clause 16.6 above, within 14 days of any disconnection, Porting or Migration.

16.8 Risk of damage to or loss of the Subscriber Apparatus shall pass to the Subscriber upon receipt of the Apparatus by the Subscriber.

16.9 The Subscriber shall be liable for the repair of equipment connected under this Agreement that becomes faulty or damaged and is outside the manufacturer's warranty. All Subscriber obligations under this Agreement shall remain in force during any period where equipment is undergoing repair.

16.10 No delay, neglect, or forbearance on the part of Provider in enforcing any provision of this Agreement shall be deemed to be a waiver or create a precedent or in any way prejudice Provider's rights under this Agreement.

16.11 The Subscriber shall not obtain any Intellectual Property Rights in relation to the System, the Service, or the Subscriber Apparatus because of this Agreement or the use of the System, Service, or Subscriber Apparatus.

16.12 Where there is a conflict between this Agreement and any other terms and/or conditions mentioned in or printed on any correspondence exchanged between the parties, this Agreement shall prevail unless expressly agreed otherwise and in writing.

16.13 If any non-fundamental provision of this Agreement shall be held to be void, illegal, unenforceable, or conflict with any Statute, that clause or provision shall be severed from this Agreement; the validity and enforceability of the remaining clause(s) and provision(s) shall not be affected thereby.

16.14 References in this Agreement to persons shall include, but not be limited to, bodies Corporate, Unincorporated Associations and Partnerships. References to the singular shall include the plural and vice versa.

16.15 This Agreement shall be governed by and construed in accordance with English Law.

16.16 Clause headings are for ease of reference only and do not govern or affect the construction or interpretation of this Agreement.

16.17 All SIM Cards supplied to the Subscriber, for use on the Service Operators Systems, shall at all times remain the property of the Service Operator and shall be returned to the Provider upon the termination of the Agreement.

16.18 Portability and Migration requests of mobile numbers made during the minimum contract term does not relieve the Subscriber from contractual obligations to pay any early termination charges due under this Agreement, and in relation to the remainder of the contract term, the following termination.

16.19 The Subscriber is responsible for any services and their associated costs that may be accessed via the Service Operator or Provider and the terms and conditions that relate to those services.