



## MOBILE TERMS AND CONDITIONS

### (1) FAULTY PHONES AND INSURANCE:

During the first 28 days, Lansafe will exchange any handset that develops a fault. If you wish to extend this replacement service until the end of the contract, opt for a Lansafe insurance policy when you start your agreement. \* Otherwise, after the initial 28 days, you will have to speak to the manufacturer to resolve faults with your handset. Lansafe will provide a next day temporary handset replacement service (with sim card if required) the temporary handset will not be a like for like replacement and must be returned once the damaged handset has been replaced.

### (2) TERMINATION FEES:

If Lansafe agrees to pay the termination fee of your existing contract, the customer must ensure to send the company an invoice for termination charges within the first 3 months of your contract.

- (a) The invoice must be printed on company letterhead and include an invoice number.
- (b) The invoice must exclude VAT.
- (c) The Invoice displays the bank details required for BACS payments.
- (d) The customer must include the bill from the previous provider showing the termination fee included.
- (e) Once the company has received these details from the customer, the company has 30 days in which to make the payment.
- (f) The company will only reimburse termination fees.

(3) The Customer acknowledges that:

- (a). Lansafe cannot guarantee that the Services will be available without interruption or will be free from error and that the operability and quality of the Service may sometimes be affected by factors outside Lansafe's or the network provider's control including without limitation [*coverage area, local physical obstructions, atmospheric conditions, features or functionality of the Service, network coverage and other interference with reception both natural and manmade;*]
- (b). the Service and the Equipment has not been developed to meet their individual requirements and that it is therefore the Customer's responsibility to ensure that the facilities and functions of the Service and the Equipment meets their requirements;
- (c) the existence of any minor errors in the Service or the Equipment shall not constitute a breach of the Agreement;
- (d) Lansafe or the network provider may at any time and without liability modify, expand, improve, maintain or repair the Service and this may require suspension of the operation or provision of the Service.

### (4). PAYMENTS

(a) The Charges are exclusive of Value Added Tax, which shall be payable by the Customer in addition to the Charges at the rate applicable from time to time. Time for payment of the Charges shall be of the essence of the Agreement.

(b) The Customer shall (without set-off or deduction) pay in pounds sterling all invoices issued by Lansafe within fourteen (14) days of the date upon them. If the Customer's credit rating decreases at any time, the Supplier shall be entitled to revise the credit terms to require payment upon invoice or in less than 14 days.

(c). Lansafe may change the level of its Charges after giving the Customer 21 days notice of its intention to do so

(h). The Charges, unless expressly agreed otherwise, are based upon there being facility to make international calls or to make or receive calls whilst abroad. If these facilities are used, the Supplier may levy additional Charges (in accordance with its tariff or otherwise notified by the Supplier) and/or require payment of a deposit. In the event that the Customer uses the Service abroad, Call Charges will include incoming calls received whilst abroad.



- (i). The Customer shall pay all Monthly Access Charge and Call Charges whether the Customer or someone else uses the Service (including use following a theft of the Equipment). The Call Charges will be calculated using the details recorded or logged by the network and not details recorded by the Customer.
- (j). The Monthly Access Charge shall continue to be payable during any period of suspension or restriction [*whether or not*] requested by the Customer in addition to any Charges for such suspension or restriction.
- (k) Unless otherwise agreed, Lansafe will require the Customer to pay by direct debit and will ask the Customer to sign a direct debit form with the Agreement. If another payment method is agreed, it may be necessary for the Supplier to pass on to the Customer any bank charges that it incurs and/or a reasonable administration fee to cover any costs incurred by Lansafe.
- (l). If the network provider exercises any right against Lansafe to withhold or claw-back payments made by the network provider to Lansafe, then Lansafe shall be entitled to charge, claw back or adjust payments, tariffs or discounts made or given by Lansafe to the Customer to the extent that they are based on payments from the network provider.

## 5. TERMINATION

- (a) Lansafe reserve the right to terminate the agreement at any time, the customer will be given five days notification in writing prior to the termination date.
- (b) If the customer terminates during the contract term with or without notice then the full remainder of the contract line rental and any outstanding charges for calls must be paid in full within fourteen days of invoice.
- (c) If the customer defaults payment over sixty days then the full remainder of the contract line rental and any outstanding call charges must be paid within fourteen days of invoice.

## 6. LIMITATIONS AND EXCLUSIONS OF LIABILITY

- (a) Lansafe provides no warranties, conditions or guarantees as to the description or quality of the Service, and all warranties, conditions or guarantees implied by or expressly incorporated as a result of custom and practice, statute, common law or otherwise are hereby expressly excluded so far as permitted by law. Lansafe's duty in performing any obligations under the Agreement is only to exercise reasonable care and skill of a reasonably competent communications provider.
- (b) Lansafe shall not be liable to the Customer whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise the Agreement, for:
  - (6.b.1). any loss of profits; or
  - (6.b.2). loss of revenue;
  - (6.b.3). loss of income or business;
  - (6.b.4). depletion or loss of goodwill, reputation or similar losses;
  - (6.b.5). loss of anticipated savings;
  - (6.b.6) loss of or corruption of data or information;
  - (6.b.7). loss of use,;
  - (6.b.8). loss of goods;
  - (6.b.9). loss of contract;

All terms and conditions are correct at time of going to press dated 1st June 2012. E&OE