

Universal Terms and Conditions

'Act' means Telecommunications Act 1984 (as amended). 'Agreement' means agreement between the Customer and Green Mobile Limited ('Green Mobile'), entered into subject to these Terms and Conditions and the terms set out overleaf. 'Customer' means the person, firm or corporation specified overleaf. 'Service(s)' means the provision of voice/data telecommunications services to trunks/mobiles with the Calling Line Identities ('CLI') indicated overleaf.

1. The Service(s)

Green Mobile undertakes to provide the Customer with the Service(s) requested overleaf and to take appropriate care in the provision, operation and maintenance of the Service(s).

2. Term

This Agreement shall come into full force and effect from the date of acceptance by Green Mobile and shall continue until: determined by either party giving to the other not less than one month's prior written notice or:

- (i) terminated forthwith on Green Mobile notice of a breach by the Customer of any of the Customer's obligations under this Agreement which are capable of remedy and are not remedied within 7 days of giving such notice.

3. Use of the Service(s)

- (a) The Customer agrees and undertakes: to use the Service(s) in accordance with such conditions as may be notified to it in writing by Green Mobile from time to time;
- (ii) not to cause any attachments other than those approved for connections under the Act to be connected to the Service(s);
- (iii) not to contravene the Act, relevant regulations or licences;
- (iv) not to use the Service(s) for a purpose other than that for which the Service is provided and as may be set out from time to time in Green Mobile's Service(s) literature;
- (v) not to use the Service(s) for transmission of any material which is intended to be a hoax call to emergency services or is defamatory, offensive, abusive or menacing in character;
- (vi) not to use the Service(s) in a manner which constitutes a violation or infringement of the rights of any other party;
- (vii) to maintain its telecommunications apparatus at all times during the period of this Agreement in good working order and in conformation with the relevant standards;
- (viii) to provide Green Mobile with all such information it requests;
- (b) The Customer shall indemnify Green Mobile against all liabilities, claims, damages, losses and expenses arising directly from any breach of the undertakings contained in this Clause.

4. Access to Premises and Provision of Information

- (a) The Customer shall permit or procure permission for Green Mobile to have reasonable access to its premises and the Service's connection points.
- (b) The Customer may be charged if it requests unnecessary maintenance or repair work.

5. Suspension of Service(s)

- (a) Green Mobile may at its sole discretion elect to suspend forthwith provision of the Service(s) without compensation on notifying the Customer either orally (confirming such notification in writing) or in writing in the event that:
 - (i) The Customer is in breach of a material term of this Agreement including for the purposes of this Agreement, its failure to pay Monies due to Green Mobile on the due date.
 - (ii) Green Mobile is obliged to comply with an order/request of the Government/emergency services organisation.
- (b) Customer shall reimburse Green Mobile for all reasonable costs and expenses incurred re. suspension and/or recommencement of the provision of the Service(s).

6. Liability

- (a) In the event that the Service(s) fails to operate and the Customer diverts traffic to another carrier/supplier, Green Mobile will not be responsible for that carrier/supplier's charges.
- (b) Neither party shall be liable to the other in contract, tort or otherwise for any loss of business, contracts, anticipated savings or profits or for any other indirect or consequential loss whatsoever.
- (c) Green Mobile's liability in contract, tort or otherwise arising out of or in connection with the performance of its obligations under this Agreement shall be limited to £1,000 for any one incident or series of incidents and £5,000 in aggregate.

7. Charges and Payments

- (a) Usage and other service charges will be at Green Mobile's current price lists.
- (b) The Customer shall be invoiced monthly and agrees to pay all charges and VAT by Direct Debit within 14 days of receipt of invoice.
- (c) Green Mobile reserves the right to charge an administration fee if the customer has cancelled his Direct Debit instruction or has insufficient funds in his bank account on the Direct Debit due date, without informing Green Mobile in advance.
- (d) Customers will be given written notice of price increases and decreases at least 14 days prior to any price amendments.
- (e) Usage charges payable shall be calculated by reference to data recorded or logged by Green Mobile and not by reference to any data recorded or logged by the Customer.
- (f) Green Mobile reserves the right to charge daily interest on amounts outstanding 14 days after invoice until payment in full is received, at a rate equal to 4% per annum above the Barclays Bank Plc Base Lending Rate. Interest shall continue to accrue after termination of this Agreement.
- (g) All sums referred to in this Agreement are exclusive of Value Added Tax and any taxes of a similar nature.

8. Termination

Either party may terminate this Agreement forthwith in the event that a liquidator, trustee in bankruptcy, administrator, receiver and manager is appointed in respect of the assets and/or undertaking of the Customer or the Customer enters into an arrangement or composition with its creditors, or if the Customer becomes unable to pay its debts within the meaning of s123 of the Insolvency Act 1986.

9. Assignment

Green Mobile may, but the Customer shall not, assign or delegate or otherwise deal with all or any of its rights and obligations under the Agreement.

10. General

- (a) The Agreement represents the entire understanding between the parties and supersedes all other agreements and representations made by either party and this Agreement may only be modified if such modification is in writing and signed by a duly authorised representative of each party thereto.
- (b) Any notice, invoice or other document given by Green Mobile under this Agreement shall be deemed to have been duly given if left at or sent by post to the Customer's usual or last known place of abode/business, or if the Customer is a limited company, its registered office. Green Mobile's address for Service of any notice under this Agreement shall be the address shown on last invoice rendered to the Customer.
- (c) This Agreement shall be governed by and construed and interpreted in accordance with English law, and the parties hereby submit to the jurisdiction of the English courts.

Terms and Conditions for Phone Line Rental

1. Term

- (a) There is no minimum term contract unless you have specifically opted for our 1 year contract through a Green Mobile sales agent, in which case, the 1 year term will be confirmed in your welcome letter. This agreement will have the duration specified on the application form that you sign, either of us gives the other at least 14 days written notice.
- (b) You acknowledge that in order to avoid delays occurring in the ordering process, Green Mobile will need to be notified by BT of any products or services presently in use on your line that are incompatible with the line rental service. BT is under a strict duty not to disclose information about a customer's telephone services to a third party. In signing this agreement you give consent to BT to disclose such information to Green Mobile and give Green Mobile authority to act as your agent to arrange connection onto Green Mobile services.

2. Repair to service

- (a) We will use our best endeavours to correct any defect or fault in the services provided to you as rapidly as possible.

3. Suspension of service

- (a) We may suspend the service (without being liable to compensate you):
 - (i) if we reasonably believe that you will fail to pay any amount due to us (whether or not we have issued you an invoice);
 - (ii) if an event occurs which is beyond our reasonable control;
 - (iii) if you break any part of this agreement.

Terms and Conditions for Inbound Non-geo #s

1. The Service

- (a) The Service refers to Green Mobile's non-geographic telemarketing network service covering 0800/0845/0870 and 09XX inbound numbers. In providing you with the Service, Green Mobile will endeavour to use the reasonable care of a competent licensed telecommunications service provider.
- (b) In no event will Green Mobile or its network service suppliers be liable for any damages, including but not limited to loss of data, loss of revenue or profits, or for any other special, incidental, indirect or consequential damages, arising out of or in connection with the use of or inability to use services or products provided hereunder.

2. Charges for Service

- (a) These numbers remain the property of Green Mobile, although can be ported to other licensed operators at the request of the customer. Such porting will be subject to an administration charge of £50.
- (b) Set-up of any non-geographic number is free of charge. However, if the Termination number for a non-geographic number is required to be rerouted, an administration charge of £15 will be applied.
- (c) Inbound number rental is free, but 0800 and 0845 numbers are subject to a minimum monthly charge of £1 per number.

Terms and Conditions for ADSL Products

1. The Service

- (d) Occasionally we may have to interrupt, suspend or change the technical specification of the Service for operational reasons or because of an emergency. In these events you will have no claim against us.
- (e) You may not modify the Service without our prior consent.
- (f) Green Mobile will use all reasonable endeavours to comply with your requests in relation to the installation of the ADSL Equipment and Service. However, Green Mobile or its contractors/agents' decisions relating to positioning of the ADSL equipment (or part thereof) will be final and binding.
- (g) Apart from its "Unlimited" products, Green Mobile's ADSL packages include a combined upload and download bandwidth usage allowance of 1Gb per month, chargeable at £2 per Gb thereafter.

2. The ADSL equipment

- (a) You shall be responsible for the safekeeping and proper use of the ADSL Equipment whilst at your premises.
- (b) Not to attach any devices or attachments other than those approved for such use under the Act.

3. What you must not do

- (a) You must not alter or execute works on the Premises, which may damage or interfere with the ADSL Service.
- (b) You must not use the Service:
 - (i) to send or re-use material that is indecent, defamatory, menacing, in breach of copyright or is in any other way unlawful or which contains viruses, worms, trojan horses or similar, or which may otherwise harm the Green Mobile network;
 - (ii) in connection with a fraud or other criminal offence;

4. Term & Termination

- (a) This Agreement will commence on the Operational Service Date and the Agreement shall continue for a minimum period of 12 months.
- (b) You may terminate this Agreement after the initial term period by giving us a minimum of 30 days written notice.

Terms and Conditions for Mobile Product

1. Explanation of Certain Words

"Content" means textual, visual or other information, software, photos, video graphics, music, sound and other

material appearing on or available through the Service including all information supplied by content providers from time to time; "Minimum Period" means a period of 12 months (or any other period agreed in writing) from the day on which Service is first provided; "Mobile Phone" means a cellular telephone together with its original battery, mains charger and SIM Card; "Network" means the mobile telecommunication system run by the network provider; "Service" means any or all of the following services: airtime service enabling you to make or receive calls and to send and receive data by means of the Network, the ability to send and receive e-mail via the Internet, the ability to access information from the Internet, and any additional services we agree to provide to you; "SIM Card" means the card which you need to use the Service;

2. Provision of and Use of the Service

- (a) The Service is not available in all parts of the UK/ other countries and may be restricted to certain areas within those countries where access to the Service is possible.
- (b) Customers wishing to make international calls or use our international roaming service may be asked to demonstrate a satisfactory billing history or to pay a deposit. If using your Mobile Phone abroad, you will be charged for incoming calls. Green Mobile may use our discretion to refuse to provide any part of the Service to you. Service is not fault free and it may be impaired by geographical, atmospheric or other conditions or circumstances beyond our control.
- (d) Green Mobile will do our best to provide Service to you by any agreed date but we do not guarantee to do so.

3. Things Green Mobile may have to do

- (a) Occasionally Green Mobile may have to:
 - (i) alter the number of your Mobile Phone, or any other name, code or number associated with the Service;
 - (ii) temporarily suspend the Service (or any part of it) for operational/security reasons or in an emergency;
 - (iii) bar certain numbers from the Service on a temporary or permanent basis in circumstances where it is necessary; or
 - (iv) reduce the number and length of voice and text messages.
- (e) Change your mobile network.

4. Charges for Service

Green Mobile may apply a usage limit to your account and may suspend your Service if this limit is exceeded. It is possible, especially when making international calls/roaming, to exceed your limit. You will be liable for all Charges incurred.

5. Customer Responsibilities

- (a) You must use your mobile phone/SIM Card/the Service in the way described in the User Guides/other instructions.
 - (i) to take adequate precautions to prevent damage to/ unauthorised use/theft of the SIM Card/Mobile Phone;
 - (ii) the SIM Card shall at all times remain our property; and
 - (iii) to inform Green Mobile immediately by telephone if the SIM Card/Mobile Phone 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/other checks.
- (c) If the SIM card or your Mobile Phone is lost, stolen, damaged or destroyed you will be responsible for any Charges incurred until you have informed us.
 - (i) You must not use/permit any other person to use the Service fraudulently or in connection with a criminal offence;
 - (ii) to send/receive calls or send/receive/upload/download/use/re-use any material which is offensive, abusive, indecent, defamatory or menacing, a nuisance or a hoax, in breach of any Rights or privacy or otherwise unlawful;
 - (iii) to cause annoyance/inconvenience/needless anxiety; or
 - (iv) other than in accordance with the acceptable use policies of any connected networks/relevant internet standards.

6. Our Rights To Bar Or Disconnect Your Mobile Phone

- (a) Green Mobile can at our discretion bar your Mobile Phone from making calls (other than to the emergency services) and disconnect it from the Network.
 - (i) You must pay an unbarring charge and a reconnection charge if the Service is temporarily barred and/or your Mobile Phone is disconnected from the Network for the reasons stated in paragraph 6.a. As a condition of unbarring or reconnecting your Service we may require you to authorise a Direct Debit for the payment of Charges.
- (c) If Green Mobile bar your Service because you break this Agreement, the Agreement will still continue. You must pay all Charges until the Agreement is ended by notice.

7. Term & Termination

- (a) If this Agreement is ended during the Minimum Period, you must pay the monthly subscription charges up to the end of the Minimum Period. This does not apply if you end the Agreement for the reasons in paragraph 7 (b).
 - (i) You may end this Agreement at any time by giving us written notice if;
 - (ii) Green Mobile break this Agreement in any way and we do not correct the situation within 7 days of your request;
 - (iii) Green Mobile go into liquidation or Receivership or
 - (iii) Green Mobile increase any of the Charges for this Service or change this Agreement to your disadvantage.

8. Change to the Agreement

Green Mobile may change this Agreement/Charges at any time. Green Mobile will give you 30 days' notice before increasing the Charges or changing this Agreement to your disadvantage.

9. Internet Access

- (a) For internet access, all the visual, textual or other information published/made available on the Internet using the Service ("Information") whether publicly posted or privately transmitted, is the sole responsibility of the person from which such information originated. The Customer is entirely responsible for all information that is uploaded, emailed or otherwise transmitted via internet access.
 - (b) Dealings with interest in promotions/services/merchants found by using your Mobile Internet Phone are solely between you and the person with whom you are dealing.
 - (c) Access to secure financial transactions will be dependent on the make and model of your Mobile Phone and the third party supplier of Content.