

Mobile Terms and Conditions

Commercial Terms

The Commercial Terms are arranged in the following sections:

Part 1 - Commercial Commitments

Part 2 - Services

Part 3 - Additional Terms

Part 4 - Minimum Spend & Termination Charges

Part 5 - Billing Terms

Part 1 - Commercial Commitments

Minimum Agreement Term (months)

As per Order
Form

Minimum Spend

Part 2 - Services

Out of bundle usage will be charged as specified in the relevant Service Plan or otherwise at the standard rates set out within the Price Guide available from Class Networks.

Minimum Connection Period (months)

As per Order
Form

Part 3 - Additional Terms

Any additional Terms detailed below will take priority over all other sections within the Commercial Terms

Please Note that these contracts are rolling contracts on 30 day terms.

Part 4 - Minimum Spend & Termination Charges

Failure to achieve Minimum Spend

Where a review by Class Networks has revealed an underperformance of actual Customer expenditure as measured against the anticipated target Minimum Spend at that point in time: 1. the Customer shall pay Class Networks any outstanding Minimum Spend (calculated on a pro-rated basis in accordance with the proportion of Minimum Agreement Term elapsed*) (the "Minimum Spend Shortfall") on earlier request by Class Networks during the Minimum Agreement Term; or 2. Class Networks shall withhold and/or offset any sums owed by Class Networks to the Customer, including any Credits, against the Minimum Spend Shortfall owed by the Customer to Class Networks.

Minimum Spend on early termination or expiry

Further details about each of the below termination rights, their consequences and the situations in which they can be invoked by the parties are set out within the Class Networks Terms & Conditions for Mobile Network Services.

A) The Customer shall pay Class Networks any outstanding Minimum Spend in full (less any included expenditure already invoiced) upon:

1. expiry of the Minimum Agreement Term; or

2. early termination of this Agreement by the Customer for convenience (under clause 20.1); or
3. early termination of this Agreement by Class Networks where the Customer has (i) committed a material or persistent breach (under clause 20.3(a)), or (ii) become subject to an Insolvency Event (under clause 20.3(b)).

B) The Customer shall pay Class Networks any outstanding Minimum Spend (calculated on a pro-rated basis in accordance with the proportion of the Minimum Agreement Term elapsed*) in full upon:

1. early termination of this Agreement by either party where one party has suffered an event outside its reasonable control (under clause 29.5); or
2. early termination of this Agreement by Class Networks where the Customer has undergone a change of control (under clause 20.5); or
3. early termination of this Agreement by the Customer where Class Networks has (i) committed a material or persistent breach (under clause 20.3(a)), or (ii) become subject to an Insolvency Event (under clause 20.3(b)), or (iii) varied terms/increased Charges to the material detriment of the Customer (under clause 20.4).

*Example: if 7/12 of the Minimum Agreement Term has elapsed at the date of request/early termination, the Customer shall pay to Class Networks any outstanding part of 7/12 of its total Minimum Spend commitment less any included expenditure already invoiced.

Termination Charges

Customer shall pay Class Networks the following Termination Charges in accordance with the Agreement upon early termination of a Service(s) and/or early Disconnection of a Connection(s): (Subscription Charges x number of months remaining in the Minimum Connection Period for each Connection or Service) . Solution specific Termination Charges will be as detailed in the relevant Solution Terms where applicable.

Part 5 - Billing Terms

VAT

All Charges and Credits are exclusive of VAT unless specified otherwise.

Payment terms Within 30 days of the date of invoice. Making payments Class Networks may in its absolute discretion accept payment of Charges by cheque, direct debit or electronic transfer. Payment by methods other than direct debit or electronic transfer may be subject to an Additional Charge as set out in the Price Guide and rejected payments will also be subject to an Additional Charge.

Use in UK

All Charges are for UK use only unless otherwise specified.

Peak and off peak

UK peak times: 7:00 am to 7:00 pm Mondays to Fridays. UK off peak times: all other times including English bank holidays and public holidays.

Minimum call duration A minimum call charge of 60 seconds applies for all mobile calls from the UK to customers of UK mobile networks, to UK landlines beginning with 01, 02 and 03 (including calls to the Channel Islands and the Isle of Man) and calls to retrieve voicemail in the UK once any inclusive allowance for any of these calls has been used up. All calls longer than 60 seconds and all calls to other numbers will be charged in 60 second increments unless otherwise stated.

Charges for Roaming, IDD and special numbers

Unless specified otherwise in Part 2 of these Commercial Terms, Charges for Roaming, International Direct Dial (IDD) and other special numbers will be the standard charges set out in the Price Guide.

Roaming

Roaming services are subject to connection to foreign networks, over which Class Networks has no control, and therefore the availability and quality of Roaming services cannot be guaranteed. Charges incurred whilst Roaming may be billed several months in arrears. The current data limits will cut off the Customer's data Roaming session when they reach approximately 250Mb in the EU or 5Mb outside of the EU. If the Customer activates Roaming on all or part of its account the data cut off limits will apply unless the Customer opts out by contacting Customer Services. If the Customer has a Device capable of sending text messages they may also opt out by contacting Customer Services when prompted by a relevant text message advising the Customer how much data they have used. If the Customer does not have a device capable of sending text messages (for example a tablet), and therefore is unable to respond by text message to remove the relevant data cap, the Customer agrees to opt out of the data limits either by indicating a preference in Part 6 of these Commercial Terms or by contacting Class Networks prior to travelling and purchasing a relevant monthly data Roaming bundle of 250Mb or greater in the EU or 5Mb or greater outside the EU for each month in which the Customer wishes to use their Device whilst Roaming. If the Customer has purchased a data bundle of 250Mb or greater in the EU or 5Mb or greater outside the EU, Class Networks will ask the Customer to opt out of the data limit. Contact Class Networks to change Roaming options.

In line with recent changes around Roam Like at Home legislation, new FUP (Fair Usage Policy) has come into effect as a result., to ensure end user allowances are being used for purpose whilst roaming.

Roaming tariffs have been built for users who travel periodically, and not those who roam across foreign networks on a semi-permanent or permanent basis.

If a customer uses their mobile in destinations outside the UK that qualify for inclusive access to standard bundles (this includes those countries that qualify for daily roaming services such as Roam Like At Home), for more than 50% of the time in any four-month rolling period, they can expect to receive a communication requesting a moderation of roaming services.

If a customer's usage continues to exceed 50% as described above over the two-week period following the first notification, Class Networks reserves the right to either charge customers for this excessive usage or bar roaming services. Customers will be notified before any action is taken.

Discounts & Hardware Fund

Any agreed Discounts shall be applied as a single total credit on the customer monthly invoice once ALL connections specified on the Order Form have been activated and will apply up to the end of the

Minimum Agreement Term. Hardware Fund can only be used to purchase equipment from Class Networks and any balance outstanding at the end of the Minimum Agreement Term shall be forfeited.

Variations

Where the Charges under this Agreement are varied, there may be a delay in those changes becoming effective due to billing cycles. There may also be a delay in any bespoke Roaming, International Direct Dial solution or international data bundle being implemented.

Additional Charges

Allowances and Fair Usage

The following rules apply to allowances under all service plans and service plan add-ons:

Allowances – general

Pro-rata calculations

Limits and allowances are calculated on a pro-rata basis where a service plan or service plan add-on is active only for part of a billing month upon set up or termination.

Important exclusions

Calls to premium rate and special numbers, any other number ranges, call forwarding services and any calls made or received whilst roaming are not included as standard and are charged at prevailing standard rates. Event charges (such as charges for downloads of ringtones or games) are also excluded from allowances, as are the use of any data services for which a special charge is made. Usage outside of that included within your service plan will be charged at the relevant then current standard charge rates set out in this document.

Premium and special numbers

Class Networks may from time to time amend or update its list of premium rate and special numbers.

Unused allowances

Unless otherwise stated, any unused allowance does not rollover from month to month and there is no cash redemption or equivalent value where not used or a service ends. Where a service plan includes an allowance, that allowance will be used before any relevant bundle allowance.

Specific definitions

Below are details of the relevant allowances specified in a service plan or service plan add-on:

UK calls Calls made in the UK to Mobile Phones on the same network, UK landlines beginning with 01/02/03, 0800, 0500, 0808 and other UK mobile networks, excluding any form of premium rate or special numbers, as the mobile network may define from time to time

Text messages Standard person to person text messages (excluding premium rate) sent from mobiles within the UK

Landline calls Calls made in the UK from a mobile to UK landlines beginning with 01/02/03

Mobile data GPRS, EDGE, 3G, 3G+, and (where specified) 4G browsing of the internet up to the monthly data limit ordered within the UK only

Voicemail Free from within the UK unless otherwise stated. Use of additional features, such as call return may incur charges.

BlackBerry BlackBerry® data services and mobile internet usage on the BlackBerry® handset in the UK; no tethering.

UK unlimited calls package

Unlimited calls and texts are from within the UK, to UK mobile numbers, and to UK landlines starting 01/02/03 (excluding Jersey, Guernsey, and the Isle of Man).

Fair usage

Fair usage policies apply to all unlimited offers as follows (the mobile network may vary these limits from time to time):

All Calls 300 numbers a month

Landline calls 3000 minutes per User per month

UK calls to other mobile networks 3000 minutes per User per month

Calls to the same network 3000 minutes per User per month

Text messages 3000 texts per User per month

Use outside of notified limits

Out of bundle usage will be charged as specified in the relevant service plan or otherwise at standard rates. Certain services are subject to a fair use policy and/or limits on usage, including use within a specified period of time. If your use of the services exceeds any limits on usage and/or any fair use policy notified to you from time to time, in order to protect the network for other users, Class Networks reserves the right (i) to charge the applicable out of bundle rate, (ii) to reduce your access to such services, and / or (iii) to require you to migrate to a more appropriate service plan or service plan add-on. Class Networks has no obligation to monitor your use of the services to ensure that you do not exceed the fair use policies or any applicable limits. Class Networks may additionally manage customers' bandwidth at peak times to preserve the best experience for the greatest number of users.

Class Mobile UNLIMITED Data (ONLY APPLICABLE TO REGISTERED CHARITIES)

The below terms in italics only refer to the Class Mobile package on EE that includes unlimited data.

Fair Usage

3,000 minutes and 3,000 texts per month (UK Landlines and mobiles)

10GB of UK Data per month – 8am to 8pm Monday to Friday (excluding bank holidays)

2GB of UK data – all other times

What happens if I go over the fair usage allowance?

We will send you (or a person you nominate) an email to advise you that the fair usage policy has been exceeded and would expect you to take reasonable steps to limit further excessive usage. You will not be charged for exceeding the allowance. However, if a connection exceeds 25GB of data during a calendar month we will contact you again and reserve the right to restrict further data usage for the remainder of the calendar month. If a user breaches the fair usage policy for 3 consecutive months we will contact you again and reserve the right to withdraw the Unlimited package and move the connection to a fixed allowance package for the remainder of the contract term where excess usage will be charged at our standard rates. To maintain the longevity of this package for all our customers we reserve the right to amend our fair usage policy at any time.

Mobile Bill Limits

If you choose to apply a mobile bill limit please ensure you are aware of the impact of applying the bill limit on your mobile service.

The mobile Bill Limit will apply to each monthly billing period. You can amend or opt out of your Mobile Bill Limit at any time only by contacting us in writing and any changes will apply from your next billing period.

So far as practicable, we will notify you in a reasonable timeframe if a limit is likely to be, or is, reached.

If you exceed your limit, all outgoing services will be disconnected and you will no longer be able to make calls (except to emergency services), send texts or access data.

Amendments to your service and Bill Limit will start from the next billing period and connectivity may not resume until the next billing period.

By selecting a Bill Limit you agree that the terms of your contract will change in so far as the following services will be barred:

- International Calling
- Roaming outside of the EU
- MMS
- Outgoing Premium Rate calls and texts

You are able to unbar these services however please be aware of the charges and rates applied to these

services.

The mobile bill limit to apply is:

What counts towards the mobile bill limit?

Any chargeable usage outside your monthly Call Plan or outside of any Bolt On allowance, such as:

Additional calls, texts and data usage, when your standard bundle or Bolt On allowance has run out.

Calling and texting non-geographical or premium rate numbers, aside from those premium rate numbers relating to charities, as these sit outside your Spend Cap, as set out below.

Calling and texting any international number from the UK.

Calling and texting any number outside of our Europe Zone, when you're in our Europe Zone (excluding the UK).

Calling, texting and using data, when you're in a country which is outside of our Europe Zone.

Calling directory enquiry services.

The charge you pay to Class Networks for accessing any third party services.

What doesn't counts towards the mobile bill limit?

Recurring elements of your bill, such as your Call Plan rental and service charges and Device Plan.

The price for buying a Bolt On which you opt in to.

Any charity donations made from your phone.

Charge to Mobile, such as purchasing digital content and apps using your mobile device.

Any charges relating to the management of your account, which includes, but is not limited to, paper bills, itemised paper bills and late payment fees.

Any charges for third party services (our access fees for these services are covered in your Spend Cap, as set out above).

What happens if a mobile bill limit is reached?

If a mobile bill limit is reached the service will be barred from usage (apart from calling the emergency services).

Options then are:

Remove the mobile bill limit and lift the bar

Increase the mobile bill limit (above current spend) and lift the bar

Apply a bolt on and Increase the mobile bill limit (above current spend) and lift the bar

The bar is removed automatically at the end of the bill period.

Please note that removing a bar once a limit has been reached takes a minimum of 3 business days.