

## **Terms and Conditions for mobile network services.**

### **1. Service**

This agreement covers the provision by Utilities UK Ltd t/a Direct Save Telecom (DST) to you of our mobile SIM-only services using the Three network. We may vary how these services are provided if we wish to maintain or improve their quality or need to comply with any law or regulation. You agree to be bound by these terms and conditions as varied if you decide to use the services after the amendments.

### **2. Obligations of the End User**

2.1 The end user acknowledges that the system is operated under license and by agreement with the service operators and that the provisions of this agreement apply to the use of the mobile network service by the end user. The end user hereby undertakes: -

- (a) Not to use or permit the use of the mobile network service for any unlawful, immoral or improper purpose including without limitation the use of unlawful or unauthorised SIM gateways.
- (b) Not to reverse or permit anyone else to reverse the charges on any telephone call.
- (c) 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 in connection with the End User's use of the mobile network services and shall notify (DST) immediately upon becoming aware of any such activity.
- (d) The End User acknowledges that (DST) will accept and act on behalf of any instruction received from the End User and accept and rely on any additional orders placed with (DST) regardless of authority unless levels of authorisation have been pre-advised to (DST).
- (e) Portability and migration requests of mobile numbers do not relieve the End User from any contractual obligations to pay any of the charges (including without limitation any early termination charges) due under this agreement.
- (f) The End User agrees not to contravene the General Conditions or any other regulations and not by any act or omission or use of services cause (DST) to contravene any relevant laws or general conditions.
- (g) The End User must not use the mobile network services or SIM cards to generate artificially inflated traffic or to persistently send automated or unsolicited text messages.

### **3. Fraud and Security**

- 3.1 The End User will inform (DST) immediately of any subsequent changes to the information the End User supplies to (DST) in connection with this agreement.
- 3.2 The End User accepts and acknowledges that the mobile and networks services are not guaranteed to be secure and (DST) does not guarantee the prevention or detection of any unauthorised attempts to access the mobile network services.
- 3.3 The End User accepts and acknowledges that (DST) has no control of an End User's equipment, voice mail security or any other feature services.
- 3.4 (DST) shall not be responsible for charges or other charges resulting from fraudulent and/or unauthorised use of the mobile network services by the End User. The End user agrees to pay all additional charges related to such fraudulent and/or unauthorised use.
- 3.5 Any assistance given by (DST) in relation to fraudulent and/or authorised use by the End User or third parties (or prevention of such use) will be on a best endeavours basis only and no liability can be accepted by (DST) for any loss sustained by the End User via fraudulent and/or unauthorised means that are beyond (DST) reasonable control.

### **4. Coverage and network speeds**

- 4.1 The mobile network services are provided using the Three network. There may be areas where you don't have access to all Three services or where coverage is otherwise limited or unavailable or network speeds are slower than expected.
- 4.2 The data speeds that you will experience on the Three network will vary due to a number of factors including your distance from the nearest mast, your location in a building, local geography, congestion and the type of equipment you are using for example, you will only be able to enjoy 5G speeds if your in a 5G coverage area and using a 5G device.

### **5. Disruption to mobile network services**

- 5.1 Due to the nature of mobile technology, there may be situations when the services aren't always available, or the quality or network speeds are affected and so we cannot guarantee continuous fault-free service. For example: -
  - (a) When Three need to perform upgrading, maintenance or other work on the network or services.
  - (b) When you move outside of the mobile network services 3G, 4G OR 5G service area while on a call (in this case calls may end) or using data (in this case, your connection may be lost).

- (c) When you're in areas not covered by mobile network services. In this case, Three mobile network services relies on other operators networks over which there is no control.
- (d) Due to factors outside of (DST) or Three's control, such as the features or functionality of your device, legal or regulatory requirements, lack of capacity, interruptions to Three mobile network services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions.

## **6. Pay Monthly Tariff**

6.1 Some types of calls, messaging and data use aren't included in your tariff, so you'll be charged extra for them. And if you use up your normal allowance of calls, texts or data, you'll be charged for any usage on top of this. For pricing information, please refer to our charges guide at [https://www.directsavetelecom.co.uk/DST\\_OOB\\_Price\\_List.pdf](https://www.directsavetelecom.co.uk/DST_OOB_Price_List.pdf), the prices are correct at the time they are posted online but are subject to change.

6.2 Your tariff use is subject to our fair usage policy available at [https://www.directsavetelecom.co.uk/terms\\_conditions.php](https://www.directsavetelecom.co.uk/terms_conditions.php)

6.3 Number types that do not form part of your inclusive minutes, include but are not limited to: -

- (a) Non-Geographic numbers (starting 08, 05)
- (b) Non standard or "Special" 07 numbers (all those 07 numbers that are not specifically included in your inclusive minutes, including 01 and 07 numbers allocated to network operators in Jersey, Guernsey and the Isle of Man)
- (c) Premium rate and directory enquiries services where special charges apply.

6.4 Inclusive messages cannot be used for: -

- (a) premium rate messages and directory enquiries message services where special charges apply, including premium-rate shortcodes and subscription services.
- (b) any chargeable messages you receive.

6.5 Picture, sound or video messages sent to UK mobiles will be charged in accordance with our standard tariff.

6.6 Your inclusive data allowance on the tariff can only be used for: -

- (a) For private, personal and non-commercial purposes.
- (b) On devices that are data compatible and enabled.

6.7 Data usage is measured in kilobytes (KB). 1MB = 1024 Kilobytes (KB), 1024 MB = 1 Gigabyte (GB). Upstream data is data that is sent from a customer's device to the network. Downstream data is data that is received by a customer's device from the network. Your data usage is calculated based on the amount of data that travels over the data network. Please note that your usage may include re-sent data packets and packets added to control the flow of data over the network. Your data usage will also

include any data packet headers as well as the data payload itself. If the data packet being sent or received is encrypted this may also add additional data consumption. The proportion of data usage consumed by the header and payload depends greatly on what application is being used and what data is being sent. Any data usage consumed by the Domain Name Server ("DNS") protocol will not form part of your chargeable usage.

6.8 Your data allowance (where applicable) will be used for data using all different types of network technology including Edge, GPRS, 3G, 4G, 5G and HSPA and will not differentiate between them unless otherwise stated.

6.9 Your inclusive minutes, texts and data are for use when in the United Kingdom.

6.10 On all Sim only tariffs the monthly price will increase in March each year by £2.00.

6.11 The fair usage allowance on the "Unlimited" tariff is 1TB (terabyte) per month.

6.12 All Pay Monthly Tariffs will have a £20/month spending cap on all out of bundle charges.

## **7. Repair**

7.1 We will use our best endeavours to correct defect or fault in the services provided to the end user.

7.2 There are no SLA's on mobile network services due to the difficulty of guaranteeing the radio interference quality.

## **8. Payment Terms**

8.1 Monthly variable direct debit or recurring card payments are the only means of payment of (DST) invoices and an active payment method must remain in place. (DST) reserves the right to refuse customers not wishing to pay by these means.

If paying by recurring card payment you agree for Direct Save Telecom to store your payment credentials to enable monthly variable payments to be collected.

8.2 (DST) reserves the right to restrict/suspend the service of an existing customers if an active payment method is cancelled. Please see our debt management policy for further information. <https://www.directsavetelecom.co.uk/DirectSaveTelecom-DebtMgmtPolicy.pdf>

8.3 You will be notified of any problems with your recurring card or direct debit instructions or payments. Arrears and/or unwillingness to maintain an active payment method will result in your lines being restricted.

8.4 DST reserves the right to apply a charge of £14.95 for late payment.

8.5 Cancellation of your chosen payment method does not constitute notice of cancellation of this agreement.

8.6 You are protected at all times by the direct debit guarantee for direct debit payments.

8.7 All invoices are due for payment by the due date as indicated on our monthly invoices.

8.8 Any invoices outstanding after services have been ceased will be referred to our debt collection agency and will be subject a surcharge of 20% to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.

## **9. Suspension**

9.1 We may suspend the mobile network services (without being liable to compensate you):

- (a) In the event of a local or national emergency.
- (b) To comply with a request from a government or other competent authority.
- (c) To protect or provide service to rescue or other essential services or otherwise.
- (d) If we reasonably believe that you will fail to pay any amount due to us (whether or not we have issued you an invoice)
- (e) If we reasonably believe that possible fraud could be occurring on the services.
- (f) If you break any part of this agreement.

## **10. Term and Cancellation of the Agreement.**

10.1 The minimum term of this agreement is specified on the agreement. On expiry of the minimum term, you will automatically be moved to our standard 28 day rolling agreement until either of us gives the other notice of termination with at least 28 day's notice.

10.2 It is the responsibility of the account holder to inform us of any cancellation and to pay for the services until the services are ceased or transferred to a new nominated supplier.

10.3 The gaining nominated supplier do not have the authority to cancel the account on your behalf.

10.4 If you decide to terminate the services provided as part of this agreement you will; -

- (a) Immediately pay any outstanding invoices.
- (b) Where you are in a minimum term agreement greater than 1 month and you have terminated before the expiry of the minimum term you will pay (DST) charges as detailed in 10.4 (c), 10.4 (d) until the expiration of the minimum term from the date

of termination until the earliest time this agreement could have been validly terminated under 10 of this agreement.

(c) £22.95 per month for each month remaining on a 12-month agreement.

(d) £19.95 per month for each month remaining on a 24-month agreement.

(e) For each service disconnection whether within a minimum agreement or in a 28 day rolling contract (DST) may elect to charge a fee of up to £30.00 per Sim card for disconnection.

10.5 Upon cancellation of your agreement the payment credentials we hold for monthly variable payment collections will be removed.

## Definitions

Where we use these words, they have the following meanings:

**“Agreement”** means an arrangement accepted by both parties.

**“CPI”** means the consumer prices index annual percentage change published by the office of national statistics in December of each year.

**“Data Speeds”**

**“DST”** refers to Utilities UK Ltd t/a Direct Save Telecom.

**“End User”** means the person or business using the service.

**“Inclusive Minutes”** means the number of minutes included in you pay monthly tariff.

**“Minimum Term”** means the minimum agreed contract period for the End User services.

**“Mobile Network Services”** means the services provided using the Three network.

**“Premium Rate”** means any services that are charged at a premium rate. For example, they may include but are not limited to, directory services, calls to international numbers and SMS short Codes.

**“Short Codes”** means a shorter number that can be used to send and receive SMS and MMS messages. For example, but not limited to, Radio competitions, Voting lines.

**“Sim”** a card which contains your mobile network services phone number and enables you to access mobile network services.

**“SLA”** means the level of service expected by an end user from a supplier.

**“Suspension”** means the procedure by which we temporarily disconnect your access to the mobile network services. “Suspend” and “Suspended” have a corresponding meaning.

**“Termination Fee”** as detailed in 10.4 (c), (d), and (e).