

These Terms and Conditions of Business are between Fivebars Mobile Limited and you (from now on referred to as 'the customer') and are deemed to be accepted by virtue of a signed purchase order.

1. Warranties

1.1 Handset refers to any new mobile phone. All handsets will arrive boxed and in most cases contain a battery charger. In most cases the sim card (if applicable) will have been inserted for ease of use.

1.2 The customer acknowledges that Fivebars Mobile Limited is not the manufacturer of the equipment and accordingly the warranty of the equipment lies with the manufacturer.

1.3 If equipment is returned to the offices of Fivebars Mobile Limited within 14 days then Fivebars Mobile Limited may at its discretion a) repair the equipment, b) replace the equipment, c) substitute the equipment or credit the customer for the equipment. The original equipment must not however;

a) Have been altered in any way.

b) Been improperly stored or connected to a network service

c) Be returned if sold on a no warranty basis.

d) Have any marks, scratches to warrant the product not new in any way.

e) Have damaged packaging.

1.3 All new handsets supplied by Fivebars Mobile Limited be supplied with a full 12 month manufacturers warranty and in some cases 24 months; the customer will be notified of the warranty period.

1.4 A temporary replacement may be supplied to business customers at the discretion of Fivebars Mobile Limited. These handsets will be in good working order and Fivebars Mobile Limited requires the handsets to be returned promptly and again in good working order when original handsets are returned from warranty claims. Any replacement handsets returned damaged will result in repair or replacement costs being charged to the customer.

1.5 Failure to return a loan handset when a new/repared handset has been returned to the customer will result in an administration charge of £50 per handset.

1.6 Dispatch

1.6.1 Whenever possible Fivebars Mobile Limited will endeavor to send all hardware and sim cards 24 hrs prior to connection to the agreed

business address.

1.6.2 Once goods have been dispatched they will arrive the next working day unless agreed otherwise.

1.6.3 Upon delivery, all items will require a signature confirming receipt of the goods in the correct condition. Any goods that do not arrive in the correct condition, Fivebars Mobile Limited must be informed the same day. Any undeliverable goods will be returned to the trading offices of Fivebars Mobile Limited no less than 7 working days after the first delivery attempt, unless otherwise agreed by the customer and/or carrier.

1.6.4 Once notified of delivery by our couriers Fivebars Mobile Limited accepts no responsibility for loss and damage to goods.

2. Accessories/handsets

2.1 All agreed accessories will be included with new handsets wherever possible. Any accessories that are not available immediately will be sent by courier within 28 days unless agreed otherwise.

2.2 Charges for accessories/handsets may be applicable. Payments due will be expected within 30 days of dispatch and will be invoiced by Fivebars Mobile Ltd.

2.3 Once accessories/handsets have been agreed they cannot be exchanged, unless faulty.

2.4 All accessories/handsets will remain the property of Fivebars Mobile Limited until payment is received in full.

3. New Connections/Upgrades

3.1 By agreeing to a new connection or upgrades you, the customer (from now on referred to as 'the customer') agrees to be bound by the networks terms and conditions for the minimum contractual period.

3.2 If you opt for a kit fund with your contract, Fivebars Mobile will provide kit to you for the life of your contract. Once the amount is used up, all kit ordered must be paid for in full before delivery. If you do not use up your kit fund, it will lapse at the end of your contract unless provisions have been made to transfer the balance to your new contract.

3.3 Cashback. It is Fivebars policy not to offer cashback in lieu of kit unless we are providing settlement of termination fees from another supplier. If pre-agreed with Fivebars, these will be paid upon production of the final bill from the provider up to 3 months from the start of the mobile contract. After this time no settlement will be paid.

4. Cancellation and Returns Policy

4.1 Subject to the remaining provisions of clause 4, Fivebars Mobile Limited may, acting in its sole discretion, provide the customer with a subsidy as a result of the customer entering into the airtime agreement with the airtime provider.

4.2 In the event that Fivebars Mobile Limited does provide the customer with a subsidy this may be provided to the customer at the sole discretion of Fivebars Mobile Limited, using any of the following methods set out below or any combination thereof:

4.2.1 Deducting this from the value of the equipment or the services which the customer orders from Fivebars Mobile Limited or

4.2.2 The payment of monies (representing the amount of the subsidy) to the customer and such monies shall be paid to the customer in full after the expiry of 6 months from the connection date where the applicable minimum term is 24 months

4.2.3 Using such amount to discharge any termination charges levied upon the customer by the relevant network/service provider for terminating their previous airtime agreement subject to Fivebars Mobile Limited being provided with a copy of the relevant invoice from such network/airtime provider.

4.3 Any subsidy payable by Fivebars Mobile Limited within 30 days from the date that the customer presents an invoice to Fivebars Mobile Limited (no invoice shall be necessary where the subsidy is being deducted from the price of the equipment/services) will be paid provided that:

4.3.1 At all times the connection is still active on the relevant payment date that the subsidy (or installment payment of the subsidy) is due,

4.3.2 Where the invoice is payable in installments or after a prescribed period of time, the appropriate trigger date has passed.

4.3.3 The invoice has been raised in accordance with the provisions of this agreement; and

4.3.4 Where the;

a) Invoice is for the termination charges pursuant to clause 4.2.3 this amount is invoiced within 3 months from the connections date and or;

b) Invoice is for the payment of monies pursuant to clause 4.2.2, this amount is for the payment of monies pursuant to clause 4.2.2, this amount is invoiced during the minimum term; and or

c) Amount claimed is being deducted from the price of the

equipment/services ordered by the customer pursuant to clause 4.2.1, this amount is claimed during the minimum term; and in the event that the customer fails to invoice/claim the subsidy within the timescales set out in clause 4.3.4 (a) to (c) (inclusive) then the customer's right to the subsidy shall cease.

4.4 The customer acknowledges that;

4.4.1 The payment of the subsidy is conditional upon;

a) The customer maintaining each connection for the minimum term and
b) The customer not downward migrating the tariff or any connection for the minimum term unless with the formal written consent of Fivebars Mobile Limited

c) Any such conditions as are notified by Fivebars Mobile Limited from time to time

4.4.2 Fivebars Mobile Limited Ltd will provide the subsidy prior to the satisfaction of the conditions set out in clause 4.4.1 and hence the need for clause 4.5

4.5 Fivebars Mobile Limited Ltd shall be entitled to reclaim from the customer the subsidy (or such proportion of the subsidy) already paid to the customer (or without such amount from any subsidy or installment of a subsidy to be paid to the customer) in the event that;

4.5.1 A connection is for whatever reason disconnected prior to the expiry of the minimum term; or

4.5.2 A connection is for whatever reason downward migrated during the minimum term; or

4.5.3 The relevant network/service provider (for whatever reason) reclaims or withholds in full or in part from Fivebars Mobile Limited any of connections commission / connection advance by the network/service provider in respect of that connection; and the proportion of the subsidy that Fivebars Mobile Limited shall be entitled to reclaim from the customer shall be the monthly subsidy amount for each month (and such pro rata amount for each incomplete month) of the balance of the minimum term which is unexpired at the date of disconnection or the downward migration.

4.6 In the event that a customer cancels an order prior to connection following a purchase order is sent, disconnects a connection prior to the expiry of the minimum term (without consent from Fivebars Mobile Limited) or a connection is downward migrated during the minimum term without written consent from Fivebars Mobile Limited), then Fivebars

Mobile Limited shall be entitled to charge the customer an administration charge of £225 per connection. This £225 will also be applied to each connection if the customer upgrades with another supplier but on the same mobile network within the minimum contractual term agreed. For the avoidance of doubt if you are a business customer there is no 14 day cooling off period unlike consumer regulations.

4.7 Any such sum reclaimed (or withheld) pursuant to clause 4.5 shall be invoiced to the customer and such sum payable (unless withheld) within 5 days of the date of Fivebars Mobile Limited invoice.

4.8 The customer will use their best endeavours to assist Fivebars Mobile Limited in obtaining PAC codes if necessary from their existing supplier/network. Should Fivebars Mobile Limited not receive the PAC codes to complete the porting process for whatever reason, including change of mind, the customer agrees to pay Fivebars Mobile Limited the sum of £225 per connection not completed.

4.9 Fivebars reserve the right in some instances to charge for PAC codes or disconnection. In this instance a fee of £50 per line applies. When requesting PAC codes for less than 25 connections these will be delivered in 24 hours and over 25 connections 10 working days in line with OFCOM guidelines.

5.0 Privacy Policy

5.1 The information the customer provides may be used for credit checking by the networks to assess the customers' credit worthiness. By placing an order, the customer has stated their acceptance and agreement with this. We collect personal details to pass on to mobile phone networks and service providers only for connection and upgrade purposes. All information is collected in accordance with the data protection act 1998. We also reserve the right to refuse the fulfillment of any order in the unsatisfactory verification of the customer's details and order. The customer can also check the details we hold by writing to us at our registered address. If the customer finds any inaccuracy we will delete and/or amend immediately. The information we hold will be held securely in accordance of our security policy and the law. We do however reserve the right to pass on any information to any relevant authority such as the police or credit agencies in the interest of fraud and crime prevention and to other companies linked to Fivebars Mobile Limited. If the customer has any questions concerning our privacy policy please write to us at our registered address.

6 Responsibilities

6.1 Fivebars Mobile Limited will take all necessary steps to ensure that the airtime agreements are both the right and best solution the customer. Fivebars Mobile Limited will not accept any responsibility for network service, network failure or network performance but will act

diligently and in the customers best interest at all times, and work with the customer to get the very best value and service. Fivebars Mobile Limited will act on the customers' behalf whilst acting within the terms and conditions of the networks at all times.

7 Contract returns

7.1 The customer must sign and return the original network contract for new connections and resigns within 2 weeks in order to receive any cash back or network buy out payments agreed with Fivebars Mobile Limited. All handsets and accessories provided will remain the sole property of Fivebars Mobile Limited until the original network contract is signed and returned.

8 General

8.1 Fivebars Mobile Limited reserves the right to record some calls for network verification, training and query resolution purposes. These calls are retained for a minimum of 3 months.