

Terms and Conditions

Definitions

CCL means Crimzon Communications Limited whose trading address is Devonshire House Devonshire Lane Loughborough Leicestershire LE11 3DW.

Completion Requirements – Customer must send a copy of 3rd Airtime Bill within 45 days of the date stated on said bill to CCL trading address. Account must be paid up to date, no change of tariff made or any disconnections. Failure to meet these requirements will result in any Cashback being withheld.

Customer – Refers to the company/client agreeing to purchase airtime and connections from CCL or any of their third party suppliers introduced by CCL.

Airtime Contract – a contract to supply airtime from CCL or a third party introduced by CCL to the customer.

Cash-back – means a financial incentive agreed to be made by CCL on prices, which apply at the date of this agreement of future calls and line rental in relation to a mobile phone contract connected solely for the purpose of entering into this agreement.

Buyout – refers to a financial incentive agreed to be made by CCL to the customer in applying to offset fixed costs, which apply at the latter of the date of the completion requirements being met or of the terminating of an existing mobile phone agreement. As completing the completion requirements or terminating an existing agreement occurs after the date of this agreement, the agreed buy-out figure will therefore reduce from the agreed amount to a directly pro-rated.

Claw-back – relates to the reclaiming or non-payment by CCL from the customer of Buyout and cash-back payments, previously paid or due to the customer by CCL, due to breach of the terms and conditions outlined below.

Third Party Supplier – refers to a supplier of CCL's choice introduced to the customer by CCL to supply services to the customer.

Minimum Contract Period – refers to the minimum length of the Airtime Contract. (Normally 12,18,24 or 36 months).

Terms and Conditions

1. The headings in these Terms and Conditions are for convenience only and shall not effect their interpretation.

Financial Incentive

2. In consideration of the customer entering into this agreement CCL may have agreed to offer to the customer a financial incentive by the way of cash-back or buyout.

Claw-back

3. CCL will claw-back from the customer any cash-back or buyout payments already made or agreed to be made to the customer if within the Minimum Contract Period from the date that the Completion Requirements are met for whatever reason.

- a) the customer terminates their Airtime Agreement;
- b) the customer is disconnected by the supplier for any reason of default by the customer or their employees or agents;
- c) the Customer disconnects before their 14 day cooling off period (this period is only applicable to consumers)
- d) where payment to a third party is required by Direct Debit and such direct debit is altered or cancelled without the written agreement of the supplier within the minimum contract period;
- e) the customer cancels and additional services, non exhaustive examples are Itemized billing or Insurance.
- f) the Customers obligations under this agreement are bought out, transferred or assigned in any way to another provider with the intention that another provides a similar service to the customer.
- g) the Customer does not use the supplied handsets or sim cards to make at least one chargeable call per mobile number within 21 days of delivery and at least once per month per mobile number for the duration of the contract.

Eligibility

4. Connection to a Third Party Suppliers airtime is subject to:

- a) status and acceptance by the third party;
 - b) the customer entering into an airtime contract for the minimum period
 - c) that the customer has agreed that termination of the airtime contract after the minimum period shall require one months notice to the third party in writing.
5. To be eligible for any Cash-back or buyout payment the customer must agree to these terms and conditions in full; have accepted and read the terms and conditions and those of the Airtime contract or any third party supplier.

6. Customers registered in the UK for the purposes of VAT shall provide an official VAT invoice to CCL for the agreed value of Cash-back and Buyout.

7. Upon approval and acceptance by CCL of the customers claim for Cash-back, buyout or both, payment will be made within 120 days from the completion requirements being met with the third party. Where completion requirements have not been met in full or part, CCL has complete discretion to make payments, if at all, at a reduced rate to fairly reflect any part fulfillment.

Warranties and Indemnities

8. CCL accepts no tax liability by any individual or business in relation to this offer

9. The customer agrees that where they are approached within the minimum contract period by someone offering an alternative Mobile Contract which they are considering accepting then the customer shall provide CCL the details of such offer and give CCL the opportunity to make the customer an alternative offer. If CCL can match or improve on the offer on the table then the customer is obliged to accept the offer from CCL.

10. CCL can advise on what CCL believe to be the cheapest way to terminate their existing agreement but it is the customers' responsibility to make these enquires to the actual cost of termination and CCL shall not be liable for any additional costs whatsoever, arising from such advice.

11. Where CCL agree to make a buyout payment, such payment is based on CCL estimate of the cheapest option available and CCL shall not be liable for any costs incurred by the customer where the customers current supplier places costs or penalties more onerous than those CCL have agreed as a buyout payment.

12. No agent of CCL has the authority to act on behalf of the customer in relation to the termination of an agreement unless they have the authority under the CCL account management programme.

13. CCL accepts no responsibility or liability in anyway if a third party suppliers network does not meet the customers' expectations in any way.

14. CCL accept no responsibility for equipment already owed by the customer even where CCL provide third party supplier sims to enable the customer to use such equipment.

Account Management Programme

15. The Minimum Contract Period for the Account Management Programme is the same as the airtime contract.

16. The customer agrees to give CCL access to any online account facilities from Third Party Suppliers, if not supplied CCL are not obliged to provide any account management and are still entitled to the account management fee.

17. Any loan handsets provided by CCL remain the property of CCL.

18. CCL retains the right to change any facilities offered under Account Management Programme as it sees fit, and without notice.

General

19. These Terms and Conditions constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing by CCL.

20. Any hardware supplied by CCL such as mobile phones and detailed under this agreement will remain the property of CCL and must be returned, at the cost of the customer to CCL within a period of 14 days from the customer terminating their Third Party Supplier airtime agreement or if the customer chooses to extend their current third party supplier airtime agreement with the third party directly or through another channel besides CCL. Should you not return any piece of equipment for any reason within 14 days you agree to pay a charge of £95.00 plus VAT per item within 7 days.

21. By signing this agreement you agree to place the order and help CCL fulfil it in whatever ways necessary, including supplying PAC or paying 3rd party supplier upgrade fees, providing the order is accepted by CCL, see clause 33. If this order is cancelled for any reason once the agreement is signed a cancellation charge is payable of £250 plus VAT per connection and you agree to pay this sum plus the cost of the equipment provided. This includes but is not limited to, you being unable or unwilling to supply PAC or PAC's within 7 days of us requesting them, a 3rd party supplier agreeing to disconnect you once you have been connected, you notifying us that you wish to cancel and us agreeing to that cancellation, or you not responding to our letters to fulfil your order within 7 working days (deemed cancellation). For clarity if you are a business customer you do not qualify for a 14 day cooling off period as detailed in clause 3c. If you fail a credit check you agree to help us by providing financial records, previous bills and any other company documentation requested by the 3rd party supplier. If you disagree this will be deemed cancellation and the cancellation charge will apply. You also agree that we may credit check you with other 3rd party suppliers and if you pass agree to use their services providing a similar deal can be constructed.

22. Deposit. Due to a 3rd party credit score you may be asked for a deposit of up to £300 per connection. You may also be asked for a larger deposit to lift international call bars. By signing this agreement you agree to pay any deposit or deposits to enable CCL to connect your connections. Should you decide not pay any such deposits you agree to a cancellation charge of £250 plus VAT per connection and agree to pay within 7 working days of being invoiced. We may offer an alternative 3rd party supplier but this agreement remains in place until a new agreements completion requirements are met.

23. CCL will connect the appropriate tariffs as agreed in this agreement. The customer should check their first bill carefully as any mistakes after the second bill will be the customers' responsibility.

24. Where a customer is porting a number the customer should be aware that with certain networks and service providers that the new phones and sim cards will be sent out 'live' and connected to a temporary number. Where this is the case the customer will be charged line rental from the date of connection of the temporary number. By signing this agreement you agree to pay those charges.

25. Where postage, packaging and processing is charged we charge a £15.00 fee. This is non-refundable in any event. This includes but is not limited to where a 3rd party will not allow a customer to connect due to poor credit rating.

26. It is agreed that the tariff selected for each connection is the appropriate tariff for the customer. Should a third party supplier agree to a tariff change once you are connected that results in CCL having commission clawed back you agree that CCL may recover immediately the difference from you.

27. Where the commercial agreement involves you returning existing equipment to CCL you agree to return such equipment to CCL's current trading address within 14 days of your new connections becoming 'live' and at your cost. Failure to comply will result in forfeiture of any Cashback or Buy-out amounts and will not exonerate you from returning the equipment specified to CCL. You may choose to exchange such items with the sum of £100 plus VAT per item where you are unwilling or unable to return. This must be paid within 7 days of us applying in writing for the equipments return.

28. When a tariff is selected that provides a specific promotion, should a third party supplier decide that you do not qualify for that promotion or if the promotion is withdrawn before connection due to a reason, for example stock availability then CCL will not be held responsible for any perceived loss.

29. Should any of your desired equipment be unavailable for whatever reason, CCL reserve the right to substitute this equipment for something comparable of equal or greater value. We will normally hold your order until the desired equipment is available. Should you require quicker delivery we will exercise our right to substitute. We will not be held liable for any perceived loss due to delivery times. We do not guarantee any specific colour of phone stated on an order but will do our best to provide that requested. We will fulfil the order immediately a specific model becomes available rather than wait on colour.

30. Where a specific time and date for installation of a car kit is agreed and you fail to notify us within 48 hours of said appointment you agree to pay a cancellation charge of £65 plus VAT per arranged installation.

31. All car kits installations are handled by third party suppliers. Any problems with installation or the unit is solely theirs and the manufacturer's responsibility. CCL accept no responsibility for car kit installations.

32. This agreement is not agreed by CCL until signed off by a Sales Director, Managing Director or other Officer of CCL whose signature only appears once on the document. Such sign off must occur in 'Head Office Use Only Section'. No further copy will be sent out unless requested.

33. Should the customer not use each supplied sim card as detailed in 3.g) then CCL will claim the full cost of any subsidised equipment or the difference in price postage and packaging and processing at £25 plus VAT. The customer agrees to pay this amount within 7 days of being invoiced.

34. Any notice required to be given by any party in this agreement to the other under these Terms and Conditions shall be in writing and addressed to the other party at its registered office or trading address.

35. No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision. If any provision of any of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

36. English Law shall apply to this Agreement and parties agree to submit to the non-exclusive jurisdiction of the English courts.