



**COMM-TECH**  
VOICE & DATA

## **MOBILE NETWORK AND MOBILE HARDWARE TERMS AND CONDITIONS<sup>1</sup>**

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

### **1. DEFINITIONS**

1.1. Comm-Tech means Comm-Tech Voice & Data Limited or its successors and subsidiaries with the registered office at Communications Centre, 33 King Street, Norwich, Norfolk NR1 1PD.

1.2. "Completion Requirements" where the recommended Third-Party Supplier has been allowed by the Customer's existing supplier and the Customer to complete the necessary connection and/or upgrades as required under the terms of this agreement with the Customer. Completion requirements are only met once all agreed connections are fully completed by Comm-Tech and their recommended Third-Party Supplier.

1.3. "You" or "Your" means the customer named on the Order Form.

1.4. "Connection" means (i) any connection of a new mobile number to the Airtime Provider network for a Customer user or (ii) any connection of a Customer user that is ported to the Airtime Provider network from another Airtime Provider.

1.5. "Contract" means the agreement between the Customer and the Company for the provision of the Equipment and/or Services (or any of them) incorporating these Conditions, the signed Quote, the Order Form and any other Service Specific Conditions.

1.6. "Downward Migrated" means any connection where a tariff change means the line rental is reduced to lower than that in the agreement.

1.7. "Airtime Contract" refers to a contract for the supply and payment of airtime between the Customer and a Third-Party Supplier of airtime services introduced to the Customer by Comm-Tech.

1.8. "Customer Airtime Framework Agreement" refers to the contract made between the mobile network provider and You, if applicable. This provides a framework setting out the terms and conditions under which You can order Services from any mobile network provider and add Connections under this Framework Agreement.

1.9. "Target Spend" is the amount of money specified in the Commercial Terms for a Service (where applicable).

1.10. "Commencement Date" is the date of acceptance of the Commercial Terms. Where acceptance is not expressed, acceptance is deemed when the Company begins to provide the Services and/or Equipment to Customer. Except for Target

Spend Services, if Customer makes further orders after the initial Commencement Date, the Commencement Date for the ordered Services shall be the date the Company begins to provide the ordered Services and/or Equipment to Customer.

1.11. "Equipment Fund" is any fund or financial incentive which may be used by the customer for further equipment or services made available to the Customer by Comm-Tech detailed on the Order Form, all of which are, for the avoidance of doubt, made at the sole discretion of Comm-Tech. This Equipment Fund can be used for Mobile Hardware and Mobile Equipment purchased through and supplied by Comm-Tech.

1.13. "Buyout" refers to a financial incentive agreed to be made by Comm-Tech to the Customer in applying to offset the fixed cost, which applies at the latter of the date of the Completion Requirements being met or of terminating an existing mobile phone agreement. As completing the Completion Requirements or terminating an existing agreement occurs after the date of this agreement, the agreed Buyout figure will therefore reduce from the agreed amount to a directly pro-rated balance.

1.14. "Claw back" relates to the reclaiming or non-payment by Comm-Tech from the Customer of Buyout or Equipment Fund payments, previously paid or due to the Customer by Comm-Tech, due to any breach of the Terms and Conditions outlined below.

1.15. "Third Party Supplier" refers to a supplier of Comm-Tech's choice introduced to the Customer by Comm-Tech to provide services to the Customer.

1.16. "Minimum Contract Period" refers to the minimum length of the Airtime Contract as stated on the Order Form.

1.17. "GDPR" is the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data.

### **2. FINANCIAL INCENTIVE**

2.1. In consideration of the Customer entering into this Agreement, Comm-Tech may have agreed to offer to the Customer a financial incentive by way of Buyout or Equipment Fund.

### **3. CLAW-BACK**

3.1. Comm-Tech will Claw-back from the Customer any Buyout or Equipment Fund payments already made or agreed



## COMM-TECH VOICE & DATA

to be made to the Customer if within the Minimum Contract Period from the date that the Completion Requirements are met for whatever reason, including but not limited to:

- a) the Customer terminates their Airtime Contract;
- b) the Customer is disconnected by the Third-Party Supplier for any reason of default by the Customer or their employees or agents;
- c) where payment to Comm-Tech or a Third Party Supplier is required by direct debit and such direct debit is altered or cancelled without the written agreement of Comm-Tech or the Third-Party Supplier within the Minimum Contract period of the Customer entering into the Airtime Contract;
- d) the Customer cancels any additional services to which the Customer has agreed to subscribe. Non-exhaustive examples of which are itemised billing, client management portal, mobile device management and insurance;
- e) the Customer's obligations under this agreement are bought out, assigned or transferred in any way to another provider with an intention that this provider then provides an alternative service to the Customer;
- f) the Customer does not use the supplied handsets and/or SIM cards to make at least one chargeable call per mobile number within 21 days of delivery and at least once every month per mobile number for the duration of the contract;
- g) any Equipment Fund remaining at the end of the contract unclaimed is null and void unless it is agreed with Comm-Tech in advance that this fund can be rolled forward into the resigned Contract.
- h) Any Equipment Funds remaining at the end of the Contract unclaimed is null and void where the Customer does not resign its Contract with or through Comm-Tech and renews its airtime contract with an alternative Third Party/network provider.

#### 4. ELIGIBILITY

4.1. Connection to the Third-Party Supplier's airtime system is subject to:

- a) status and acceptance by the Third-Party Supplier;
- b) the Customer having entered into an Airtime Contract for the Minimum Contract Period;
- c) the Customer having agreed that termination of the Airtime Contract following the Minimum Contract Period shall require at least one month's notice by the Customer to Comm-Tech/Third-Party Supplier.

4.2. To be eligible for any Equipment Fund or Buyout payment the Customer must agree to these Terms and Conditions in full; have read and accepted the Terms and Conditions of the

Airtime Contract of Comm-Tech's Third-Party Supplier to the Customer.

#### 5. WARRANTIES AND INDEMNITIES

5.1. Comm-Tech accepts no tax liability incurred by any individual or business in relation to this agreement.

5.2. The Customer agrees that where they are approached within the Minimum Contract Period of the Airtime Contract by another mobile telecom provider with an offer for the provision of an alternative service which they are considering accepting then the Customer shall provide Comm-Tech with details of such offer and give Comm-Tech an opportunity to make to the Customer an alternative offer to that of the provider here referred to.

5.3. Comm-Tech may advise the Customer on what Comm-Tech believe to be the cheapest way to terminate their existing agreement with their current supplier, but it is the Customer's responsibility to make enquiries with their supplier as to the actual cost of termination and Comm-Tech shall not be liable for any costs whatsoever arising from the giving of such advice.

5.4. Where Comm-Tech agree to make a Buyout payment, such payment shall be based upon the amount in the signed agreement.

5.5. No agent of Comm-Tech has any authority to act on behalf of the Customer in relation to the termination of any existing contract or obtaining of PAC's unless otherwise agreed with the full written authority of the customer.

5.6. Comm-Tech accepts no responsibility or liability if the Third Party Supplier/mobile network does not meet the Customer's expectations in any way.

5.7. Comm-Tech accept no responsibility for equipment already owned by the Customer, even where Comm-Tech provide Third Party Supplier SIMs to enable the Customer to use their existing equipment.

#### 6. GENERAL

6.1. 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 Comm-Tech.

6.2. Any hardware supplied by Comm-Tech such as mobile phones, tablets as detailed under this agreement (where payment has not been received by Comm-Tech in full) will remain the property of Comm-Tech and/or the leasing

company as applicable, until this agreement has reached the end of the Minimum Contract Period. If the agreement is



## COMM-TECH VOICE & DATA

terminated prior to the end of the Minimum Contract Period, any hardware needs to be returned at the cost of the customer within 14 days or you agree to pay a charge of the current retail price as advised by Comm-Tech at the prevailing time.

Comm-Tech will charge for any hardware returned that is not in its estimation that has sustained damage and is not reasonable wear and tear.

6.3. By signing this agreement, you agree to place the order and help Comm-Tech fulfil its obligations in whatever way necessary, including, but not limited to supplying a PAC (within 7 days of us requesting them) or paying 3rd party supplier upgrade fees, providing the order is accepted by Comm-Tech.

If a Customer cancels prior to the Completion Requirements being fulfilled or fails to supply matters required by Comm-Tech to achieve the Completion Requirements, disconnects a Connection prior to the expiry of the Minimum Contract Period or a Connection is Downward Migrated during the Minimum Contract Period then Comm-Tech shall be entitled to:

Clawback, on a pro-rata basis over the remainder of the Minimum Contract Period, any Equipment Fund or Buyout or other financial incentive provided to the Customer, including, but not limited to any loss of Line Rental charges, and an average of the last 6 months call charges multiplied by the remaining months of the Minimum Contract Period.

In addition, where Comm-Tech provided Equipment as part of its Equipment Fund the customer may also be required to pay for or return this Equipment and any reasonable administration charges as notified to the customer. This includes but is not limited to, you being unable or unwilling to supply a PAC or PAC's within 7 days of us requesting one, 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. If you fail a credit check you agree to help us by providing financial records, previous bills and any other company documentation requested by Comm-Tech/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. We/3<sup>rd</sup> party supplier reserve the right to request a deposit which will be returned at the end of the Contract.

6.4. When a tariff is selected that provides a specific promotion, should the Third-Party Supplier decide that you do not qualify for that promotion or if the promotion is withdrawn before connection due to delay for any reason, for example stock availability then Comm-Tech will not be held responsible for any perceived loss.

6.5. This agreement is not agreed by Comm-Tech until counter signed by an authorised delegated signatory of Comm-Tech.

6.6. Any notice required or permitted to be given by either party to the other under these Terms and Conditions shall be in writing and addressed to the other party at its registered office or principal place of business or such other address as may at the time have been notified pursuant to this provision to the party giving notice.

6.7. 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 by 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 part, the validity of the other provision of these Terms and Conditions and the remainder of the provision in question shall not be affected.

6.8. Comm-Tech reserve the right to amend these Terms and Conditions at any time. Any changes in these terms and conditions will be posted on our website at [comm-tech.co.uk/about-us/terms-and-conditions](http://comm-tech.co.uk/about-us/terms-and-conditions).

6.9. Both parties agree to comply with the following Data Protection legislation: the GDPR; the Privacy and Electronic Communication Regulations 2003, any amendment, consolidation or re-enactment thereof; any legislation of equivalent purpose or effect enacted in the United Kingdom, or, where relevant, the European Union, and any orders, guidelines and instructions issued under any of the above by relevant national authorities, a judicial authority in England and Wales or, where relevant, a European Union judicial authority.

6.10. The laws of England and Wales shall apply to this Agreement and the parties agree to submit to the exclusive jurisdiction of the English courts.

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<sup>1</sup> Revised June 2019