

# Pay as you go Lite terms and conditions and important information.

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# Pay as you go Lite terms and conditions

Pay as you go Lite T&Cs The Tesco Mobile Pay as you go Lite Tariff Terms & Conditions apply to new and existing Tesco Mobile customers and are effective from 1st June 2009. Although you may have read some information about Tesco Mobile in a leaflet, or received certain information over the telephone, you should read these Terms & Conditions carefully, because they contain important information about your legal rights and obligations. These Terms & Conditions do not affect your statutory rights. You can always get the most up-to-date version of the Tesco Mobile Terms & Conditions and Price List, as well as other useful information about Tesco Mobile, at [www.tescomobile.com](http://www.tescomobile.com).

## 1. What is Tesco Mobile?

- 1.1 Tesco Mobile is a service that lets you Use your Pay as you go Mobile Phone on our Network at the Charges set out in the Price List. The service is provided to you by Tesco Mobile Limited, a joint venture company from Tesco Stores Limited and O2 (UK) Ltd.

## 2. When your Agreement with us begins

- 2.1 Your Agreement with us runs from the date we accept your request to Use Tesco Mobile, which is the earlier of: (a) when you place Credits on your Account; or (b) when you first Use your Mobile Phone on our Network.

## 3. Your right to return your Mobile Phone

- 3.1 Please refer to Tesco Direct Terms & Conditions

## 4. Changes to your Agreement with us

- 4.1 We can change this Agreement (including our Charges) at any time by placing amended Terms & Conditions on [www.tescomobile.com](http://www.tescomobile.com) We will give you reasonable notice of any changes. We will notify you of material changes directly, for example by text message to your Mobile Phone Number. If you do not agree with the changed Agreement, you may stop using Tesco Mobile. If you continue to use Tesco Mobile after the date on which the change comes into effect, your use of Tesco Mobile indicates you agree to the changed Agreement Charges for all calls, texts and data usage outside of your Inclusive Allowance will be charged at the current rates set out in the Call Charges.

## 5. Ending your Agreement

- 5.1 You may end your Agreement with us by no longer using the Tesco Mobile or by calling Customer Care and requesting a disconnection. If you stop using Tesco Mobile or request a disconnection any Credit on your Account will not be refunded, and you may lose your Mobile Phone Number
- 5.2 If you end your Agreement with us by requesting a disconnection your use of Tesco Mobile will end within 14 days of us receiving your request. Both of us must continue complying with this Agreement (in particular, payment of Charges) until we stop providing Tesco Mobile to you. The end of this Agreement, for whatever reason, shall not affect either of our rights or liabilities.

- 5.3 We may end our Agreement with you at any time by giving you 30 days' notice. We may also end our Agreement with you immediately if: (a) you do not pay your Charges, (b) you break an important term of your Agreement with us (for example, you do not comply with paragraph 9), (c) you break any other term of your Agreement with us and do not put it right within 7 days of us asking you to, (d) we reasonably suspect fraud or money laundering by you or someone using your Account(s), (e) (if you register) you give us information about yourself which we reasonably believe to be false or misleading, (f) we are no longer able to provide Tesco Mobile to you despite trying to do so.
- 5.4 If you do not use your Mobile Phone for six months we will disconnect you and you will lose your Credits and Mobile Phone number. If your Mobile Phone is disconnected and you would like to reconnect it, you must call Customer Care. If we agree to reconnect you, you must pay a reconnection fee. Details of the current reconnection fee are available by calling Customer Care

## 6. Suspending your use of Tesco Mobile

- 6.1 We may suspend Tesco Mobile immediately: (a) if we need to carry out repairs, maintenance or the introduction of new aspects to Tesco Mobile (and we will try to restore Tesco Mobile as soon as we can), (b) if we are told to by the Government, the emergency services or any other competent or lawful authority, (c) to protect you under paragraph 6.2, or (d) if any of the circumstances in paragraph 5.3 occurs
- 6.2 Sometimes, it may appear to us that there is an unusual use of Tesco Mobile (for example, the volume or destination of Calls increases significantly and we reasonably suspect fraudulent use). If this does happen we may suspend your use of Tesco Mobile to prevent you from incurring excessive or unwanted Charges.
- ## 7. Use of personal information
- 7.1 We and other members of the Tesco Group will use your details, the information relating to the provision of Tesco Mobile, and other information about you available to us including your name, address, your mobile number and spend ("your information") to identify you, conduct research on your use of Tesco Mobile, to help us make informed business decisions, and inform you of Tesco group offers and services (if you would prefer us not to inform you of offers and services, please let us know by contacting Customer Care). If you change any of your details please let us know.
- 7.2 If you register your Mobile Phone number(s) to your Clubcard Account to allow you to collect Clubcard points you agree to the sharing of your Clubcard information with us for the allocation of points and marketing purposes including direct marketing via post, email, telemarketing and SMS. Please note that this use of your information is additional to and does not affect the use by Clubcard of information collected by Clubcard in accordance with the Clubcard terms and conditions.
- 7.3 We may monitor and record calls made to or by Customer Care for training purposes and to improve the services we offer you.

- 7.4 We will pass your information to other members of the Tesco group, any successors in title to our business and suppliers that process data on our behalf. In addition, information may be disclosed for the prevention and detection of crime. We may also use and disclose information in aggregate (so that no individual customer is identified) for marketing and strategic development purposes. We will not pass your information to anyone else.
- 7.5 You have the right to access personal information that is held about you. To obtain a copy of the personal information, please write to us at the following address: Data Protection Compliance Manager, Tesco Mobile Limited, Shire Park, Welwyn Garden City, Hertfordshire AL7 1TW enclosing your name and postal details and a cheque for £10 made payable to "Tesco Mobile Limited".
- 7.6 You may ask us to include your Mobile Phone number in a telephone directory and/or a directory enquiry service. However, you should be aware that, if you request this service your number will be made accessible to companies that compile information for marketing purposes. If you are worried about this, you can prevent it from happening by registering your mobile phone number with the Telephone Preference Service on [www.tpsonline.org.uk](http://www.tpsonline.org.uk). If you want your mobile phone number to be included in a directory and or a directory enquiry service, please contact Customer Services. If you would like to receive a copy of the directory, contact Tesco Mobile Care, who will be able to arrange for a copy to be sent you and advise you of the charge.

## 8. The Tesco Mobile Service

- 8.1 When we provide you with Tesco Mobile, we will use the reasonable skill and care of a competent service provider. Calls to certain international destinations are subject to availability. Tesco Mobile may have no coverage in certain areas of the United Kingdom due to Network availability. Certain Tesco Mobile services may be available outside the United Kingdom only if we have a roaming agreement with the foreign network (and these services will be subject to different Charges). To find out about using Tesco Mobile abroad, please contact Customer Care.
- 8.2 We shall not be responsible for any delay or failure to provide Tesco Mobile for reasons beyond our reasonable control.
- 8.3 Certain elements of Tesco Mobile (e.g. media messaging) may only work with other compatible handsets.
- 8.4 To access data services your mobile device must be data compatible and enabled. Access to data services is subject to network coverage.

## 9. Your use of Tesco Mobile

- 9.1 You must use Tesco Mobile in accordance with your Agreement with us and any other reasonable instructions we give you (including those contained in the User Guide).
- 9.2 We recommend that you insure your Mobile Phone to cover loss, theft, accidental damage and unauthorised Use.
- 9.3 The SIM Card provided to you remains our property and you must take adequate precautions to prevent damage to or unauthorised use or theft of your SIM Card or your Mobile Phone. You must inform Customer Care immediately by telephone if your Mobile Phone is lost, stolen, damaged, destroyed or likely to be used in an unauthorised manner. We may charge you for a replacement SIM Card.

- 9.4 You may not, nor allow anyone else to, Use Tesco Mobile (whether to make a Call, send or receive a voice or text message, upload or download Content, or whether connected to a computer): (a) for any unlawful purpose, (b) in any way which is, or is intended to be, malicious, fraudulent or hoax (including to the emergency services), (c) to breach the rights of any third party (for example, copyright), or (d) in any way which may damage or affect the operation or quality of Tesco Mobile, the Internet or any other telecommunications system. If you do not comply with any provision of this paragraph, you will compensate us for all liabilities, claims, and damages, losses and costs (including legal costs) which we may suffer as a result. You must tell us immediately if anyone makes or threatens to make any claim against you because of your Use of Tesco Mobile.
- 9.5 You may not use your SIM Card: (a) in, or connected to, any other device including modems; (b) to allow the continuous streaming of any audio / video content, enable Voice over Internet (VOIP), P2P or file sharing; or (c) in any way which may damage or affect the operation or quality of Tesco Mobile, the Internet or any other telecommunications system.
- 9.6 If you do not comply with any provision of paragraphs 9.5 or 9.6, you will compensate us for all liabilities, claims, and damages, losses and costs (including legal costs) which we may suffer as a result. You must tell us immediately if anyone makes or threatens to make any claim against you because of your Use of Tesco Mobile.
- 9.7 You may retrieve and display Content on your Mobile Phone, print individual pages on paper (but not photocopy them) and store such pages in electronic form on your Mobile Phone (but not on any server or other storage device connected to a network) for your personal, non-commercial use. You may not: (a) store, modify, transmit, distribute, broadcast or publish any Content unless permitted to do so; nor (b) resell, copy or incorporate Content into any other work.
- 9.8 Tesco Mobile is a consumer service. If you do use Tesco Mobile for business or commercial purposes you will compensate us for all liabilities, claims, damages, losses and costs (including legal costs) which we may suffer because someone (other than you) makes or threatens a claim against us because Tesco Mobile is faulty or cannot be used by them.
- 9.9 You also agree to comply with the terms and conditions and/or acceptable use policies of any third-party Content providers. Your dealings with, and interest in, promotions, services, or merchants found by using your Mobile Phone on or via the Internet, unless explicitly stated by us, are solely between you and the person with whom you are dealing. We are not responsible for any losses or damages that may arise from any such dealings. We do not accept responsibility for third party web sites nor are we liable for their Content. You are responsible for all information that you upload, email or otherwise transmit via your Mobile Phone and/or the Internet.
- 9.10 Certain parts of our services are only available if you register with O2 Online Limited, an Internet service provider at [www.o2.co.uk](http://www.o2.co.uk).

## 10. Data charges

- 10.1 Your Credit can be used on GPRS and 3G networks (as applicable to your handset), for personal internet use via your mobile phone whilst you are in the UK.
- 10.2 If you have a 4G ready phone, you'll also have access to Tesco Mobile 4G Services, pursuant to the 4G Service Terms.

10.3 All usage must be for your private, personal and non-commercial purposes. You may not use your SIM Card: (a) in, or connected to, any other device including as a mobile modem; (b) to allow the continuous streaming of any audio / video content, enable Voice over Internet (VOIP), P2P or file sharing; or (c) in such a way that adversely impacts the service to other Tesco Mobile or Telefonica O2 UK customers.

10.4 If we reasonably suspect you are not acting in accordance with this paragraph, we reserve the right to impose further charges, impose network protection controls which may reduce your speed of transmission or disconnect your tariff at any time, having attempted to contact you first.

10.5 To access data services your mobile device must be data compatible and enabled. Access to data services is subject to network coverage.

## 11. Picture and video messaging

11.1 To send picture and video messages or make video calls a compatible handset is required.

11.2 If you acquire a picture messaging handset from a non Tesco Mobile source you must inform your service provider in order for picture or video messaging or calls to be set up on the Tesco Mobile network. Picture and video messaging and calls will work in foreign networks with which Tesco Mobile has a GPRS roaming agreement, subject to coverage and applicable roaming charges.

## 12. Mobile Phone locking

12.1 Your mobile is likely to be locked to the Network. If this is the case, you must not insert another operator's SIM card into the mobile without an unlatching code (which is not your PIN code). We will on request provide an unlatching code after 12 months

starting from the date you activated your handset. If you activate your handset and use the Tesco Mobile network for less than 12 months before receiving an unlatching code, we will charge you a fee of £10 to unlock your handset. Failure to enter the correct unlatching code may result in your Mobile Phone becoming permanently blocked. We can accept no responsibility for Mobile Phones blocked in this way. Contact Customer Care for further information on the qualifying period, applicable conditions and charges. This clause 12.1 does not apply if you have purchased a SIM card only.

## 13. Charges

13.1 Some of Tesco Mobile services require a minimum Credit in a prescribed period. Our calls are charged in one second increments, rounded up to the nearest second and then rounded up to the nearest penny. Prices include VAT where applicable. Prices may be subject to change for further details see the up to date Price List on our website.

13.2 Clubcard points are awarded subject to availability and subject to Clubcard's terms and conditions that can be found at [www.tescomobile.com](http://www.tescomobile.com). To collect Clubcard points when you use your Mobile Phone, you need to: (a) have a Tesco Clubcard or a Tesco e-Clubcard, and (b) register your Mobile Phone number to the Account using the method detailed in your User Guide. You can register more than one Tesco Mobile Phone number to one Clubcard account, but both the account holder and owner of the Mobile Phone number must have consented to the registration and collection of Clubcard points. If we are informed, or suspect, that registrations have taken place without consent or are being used fraudulently we may cancel the registration and applicable Clubcard points. Tesco Mobile and Tesco Stores Limited have



13.3 Each time you use your Mobile Phone and you incur Charges, the Credits associated with your Account will be reduced by the Charges incurred. It is up to you to decide how much Credit to load onto your Account. If your Account has no Credits you will still be able to receive incoming Calls, but you will not be able to make outgoing Calls or access any Content. If your Mobile Phone is lost, stolen, damaged or destroyed, or used in an unauthorised

## 14. Our responsibilities to you

14.1 We do not exclude or restrict our liability for: (a) death or personal injury caused by our negligence (or our agent's negligence), (b) fraud, or (c) any of our liabilities that cannot by law be restricted.

14.2 We are responsible for direct losses you suffer as a result of us breaking this Agreement with you if the losses are a foreseeable consequence of us breaking this Agreement. Our liability to you in relation to Tesco Mobile is limited to £250 for each Account that is affected. We are not responsible for indirect losses which happen as a side effect of the main loss or damage or which are not foreseeable by you and us (such as loss of profits, wasted expense or loss of opportunity). If you suffer any loss you must let us know as soon as possible by contacting Customer Care.

## 15. General provisions

15.1 If you transfer ownership of your Mobile Phone and SIM to another person they will be subject to this Agreement. We can transfer all or any part of our Agreement with you at any time provided the service you receive is not significantly reduced.

15.2 If at any time we do not require you to comply with any part of your Agreement with us, this does not prevent us from asking you to at a later time.

15.3 If any part of your Agreement with us is found to be invalid by any Court or other

regulatory or competent body, the invalidity will not affect the rest of the Agreement, which shall remain in force.

15.4 Any notices or communications that you send to us must be sent to Customer Care at Tesco Mobile, Arlington Business Centre, Millshaw Park Lane, Leeds, LS11 ONE. Any notices or communications that we send to you will be sent by text message to your Mobile Phone Number. All notices or other communications will be deemed to have been received 24 hours after sending.

15.5 A person who is not a party to your Agreement with us has no right under the Agreement (Rights of Third Parties) Act 1999 to enforce any part of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

15.6 English law applies to your Agreement with us, and any disputes about this Agreement will be decided exclusively in the English courts the right to de-register any mobile phone numbers for receipt of Clubcard points. We will only accept registration of up to 10 mobile phone numbers against any one Clubcard account. After you have bought or loaded Credits it may take up to three weeks for your Clubcard points to reach your Clubcard account, when you will see the points on your Clubcard statement and on your till receipts.

## 16. Complaints

16.1 We want to give you a great service. However, if you are unhappy with any aspect of our service then please contact Customer Care. If you are still not happy, please ask to speak to a manager. If you would like to write to us with your complaint, please write to Tesco Mobile, Arlington Business Centre, Millshaw Park Lane, Leeds, LS11 ONE,

16.2 If you remain unhappy or you think that we haven't dealt with your complaint satisfactorily within 8 weeks, you can refer

your complaint to the following external regulatory body: Otelo ([www.otelo.org.uk](http://www.otelo.org.uk)), the Telecommunications Ombudsman on 01925 430049 or at Office of the Telecommunications Ombudsman, Wilderspool Park, Warrington WA4 6HL.

- 16.3 Before you contact Otelo, please make sure you have details of why you are still unhappy as well as the answer given by the Tesco Mobile Complaint Management Service.

## 17. Meaning of certain words

- 17.1 The following list gives an explanation of some of the words used in these Terms & Conditions: Account(s): your Tesco Mobile account applicable to one mobile telephone number for which you have chosen to receive the Tesco Mobile service; Agreement: the agreement between you and us as set out in these Terms & Conditions, the User Guide and the Price List; Call: means a voice or data based telephone call; Charge(s): the charges that you have to pay for Tesco Mobile set out on our Website [www.tescomobile.com](http://www.tescomobile.com); Content: textual, visual or other information, software, photos, video, graphics, music, sound and other material created by, appearing on or available on or through Tesco Mobile (or third party Content providers); Credit: credit paid to your Account, either by voucher, Electronic Top Up, credit or debit card, or other means approved by us; Mobile Phone: the mobile phone to which this Agreement relates; Network: the telecommunications system that provides Tesco Mobile; Network Operator: any person(s) authorised or permitted to run a telecommunications system over which we provide Tesco Mobile; Password: any word you have defined by which we can validate your identity to enable you to access protected details about your account; Pay As You Go: means you pay Charges in advance by placing Credits on your Account; Price List: the price list

applicable to Tesco Mobile available at [www.tescomobile.com](http://www.tescomobile.com); SIM Card: the card used with a Mobile Phone to access Tesco Mobile services; Terms & Conditions: these Terms & Conditions, as updated from time to time; Tesco group: other companies in our group of companies (including joint ventures); Use: make a Call or send or receive a voice or text message or access Content; User Guide: any guide(s) or information supplied with your Mobile Phone (either by us or by the manufacturer of your mobile phone) or published by us (either at the time of purchase or afterwards) which explain how your Mobile Phone or Tesco Mobile works; we or us: Tesco Mobile Limited (or our agent), whose registered office is at Tesco House, Shire Park, Kestrel Way, Welwyn Garden City, Hertfordshire, AL7 1GA. VAT No. 815384524; you: you, the customer with whom we make this Agreement, including any person we reasonably believe is acting with your authority or knowledge.