

Anytime Upgrade terms and conditions and important information.

Summary:

1. Part A - applies to all Anytime Upgrade customers

- Sale of the Goods
- Making payment and other obligations
- Implied Terms
- Early repayment and variation
- Your right to end this credit-sale agreement
- Your responsibility to us on termination
- General
- Interpretation
- Use of personal information – including fraud prevention
- Complaints about your credit-sale agreement

2. Part B - in addition, section 12 applies only to 'Anytime Upgrade Flex' customers

- Flex Promise option

Anytime Upgrade

Credit Sale Agreement – terms and conditions

1. Part A – applies to all Anytime Upgrade customers

1.1 Sale of the Goods

We agree to sell to you, and you agree to purchase, the Device(s) on the credit terms and conditions set out above and below.

1.2 Making payment and other obligations

You agree to:

a) Make payment

Pay the Repayments to us by Direct Debit or if you are an existing customer by way of your registered payment method, promptly by their due date. Prompt payment is essential.

b) Tesco Mobile Pay monthly Service Agreement

Enter into a Tesco Mobile Pay monthly Service Agreement on or before the date of this credit-sale agreement in relation to the Device(s).

c) Change of your details; electronic communications

Notify us within 7 days of any change of your address or of your name, or your email address or bank details. You must keep your unique security key to the online electronic system to access and print your consumer credit-sale agreement secure. You also agree to tell us promptly if you suspect or become aware that your unique security key for the online electronic system has been lost or become known to anyone else.

1.3 Implied Terms

We sell the Device(s) subject to the terms implied by the Consumer Rights Act 2015, including section 17 (relating to our title to the Device(s)), section 11 (relating to sale by description), sections 9 and 10 (relating to implied terms as to quality or fitness) and section 13 (relating to sale by sample). These terms and conditions do not affect or exclude any other terms implied by law. 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.

1.4 Early repayment and variation

You may repay the Amount of credit early, in whole or in part, at any time. If you repay early in part we will reduce the period of the credit-sale agreement to accord with the remaining Repayments and give you notice of the variation in writing. If your Anytime Upgrade Flex Device is in full working order (not damaged or faulty) and certain other conditions are met, you may also choose to use your Flex Promise option (see 2. below) during the last six months of your fixed period to sell your Device back to us or our agent and we will credit the proceeds from buying back the Device directly to your Tesco Mobile credit account to pay the remaining Repayments.

1.5 Your right to end this credit-sale agreement

In addition to your rights under clause 1.3, you may repay and end this credit-

sale agreement at any time by giving us at least 30 days' notice in writing and making payment of the amount applicable under clause 1.7.

1.6 **Our right to end this credit-sale agreement**

We may end this credit-sale agreement, if you break clause 1.2a or persistently break clause 1.2c of this credit-sale agreement, by giving you the required statutory notice in writing, including an opportunity to remedy any breach capable of remedy, and requiring you to make payment of the amount applicable under clause 7.

1.7 **Your responsibility to us on termination**

If you or we end this credit-sale agreement, you must pay us the outstanding balance of the Amount of credit plus any other sums which may have become due by you to us under this credit-sale agreement.

1.8 **General**

- a) We may transfer our rights and obligations under this credit-sale agreement provided that this does not adversely affect your rights. You may not transfer your rights or obligations under this credit-sale agreement.
- b) If any term in this credit-sale agreement shall not be enforceable, it will not affect the enforceability of the other terms.

1.9 **Interpretation**

In these Terms and Conditions:

- a) Clause headings are for ease of reference only and shall not affect the interpretation of any provision.
- b) "Devices", "Repayments," and "Amount of credit" shall have the meanings given to them above. "Flex

Promise option" shall have the meaning given to it in 2.1 below.

- c) In this credit-sale agreement, words in the singular shall include the plural number and the reverse.

1.10 **Use of personal information – including fraud prevention**

Our Privacy and Cookies Policy which can be found here: (i) sets out the types of personal data that we collect; (ii) explains how and why we collect and use your personal data; (iii) explains when and why we will share personal data within the Tesco Group and with other organisations; and (iv) explains the rights and choices you have when it comes to your personal data.

1.11 **Complaints about your credit-sale agreement**

- a) If you have a complaint about your credit-sale agreement, please contact Customer Care on 0345 301 4455 or 4455 from your Tesco Mobile phone. 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 0NE.
- b) 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: Financial Ombudsman Service (FOS), telephone 08000 234 567 or www.financial-ombudsman.org.uk.
- c) This credit-sale agreement is subject to and will be interpreted in accordance with English law. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any

disagreement and you want to take court proceedings, you must do so in England, Scotland, Wales or Northern Ireland.

2. Part B – in addition, section 12 applies only to ‘Anytime Upgrade Flex’ customers

2.1 Flex Promise option

- a) At any time during the final six months of this agreement, you may take or send the Anytime Upgrade Flex Device to an address we specify and ask us or our agent to buy back the Anytime Upgrade Flex Device from you in return for us crediting the remaining Repayments under this agreement and crediting the remaining monthly payments under your Tesco Mobile Pay monthly Service Agreement (“Flex Promise option”). This Flex Promise option is subject to the Anytime Upgrade Flex Device being in full working order (not damaged or faulty) and you meeting the conditions in 2.5. If the Anytime Upgrade Flex Device is not in full working order (it is damaged or faulty) or you do not meet the conditions in 2.5, we will not buy back your Anytime Upgrade Flex Device and you will continue to pay your Repayments and monthly charges under your Tesco Mobile Pay monthly Service Agreement as normal.

2.2 We will not charge you any fees for exercising your Flex Promise option.

2.3 You are responsible for backing-up and then removing all data from the Anytime Upgrade Flex Device before you bring it back to us under your Flex Promise option. We will not be responsible to you or anyone else for any lost data or unauthorised access to data as a result of you not backing-up or removing data on the Anytime Upgrade Flex Device before bringing it to us. If you haven’t met the conditions in 2.5 and we don’t accept your Anytime Upgrade Flex Device, you should

make sure you can restore everything from your backup.

2.4 We will check that the Anytime Upgrade Flex Device is in full working order (not damaged or faulty) and, if it is in full working order, we will accept your Flex Promise option and delivery of the Anytime Upgrade Flex Device to us.

2.5 You cannot exercise your Flex Promise option if:

- a) you have any outstanding amounts, either Repayments under this agreement for your Anytime Upgrade Flex Device, or you under your Tesco Mobile Pay monthly Service Agreement for usage;
- b) you are not resident in the United Kingdom;
- c) the Anytime Upgrade Flex Device has been repaired by someone who is not on a list of approved repairers on the manufacturer’s website;
- d) the Anytime Upgrade Flex Device has any kind of software lock, or any kind of tracker, activated on it (e.g. a find my phone setting); or
- e) you do not at the same time upgrade to another Anytime Upgrade or Anytime Upgrade Flex device.

2.6 If any of the conditions in 2.5 are met, the Flex Promise option will not apply and we will not buy back the Anytime Upgrade Flex Device. We will return the Anytime Upgrade Flex Device to you and we will not credit the remaining Repayments and the remaining monthly payments under your Tesco Mobile Pay monthly Service Agreement (and if we have already applied these credits, you will be required to repay the amount of the credit to us).

2.7 If the exercise of your Flex Promise option is valid, then title and ownership of the Anytime Upgrade Flex Device will transfer to us on delivery of the Anytime Upgrade Flex Device to us at the address we specify.

Last updated: 5 September 2018