

1. Definitions

1.1 In these Terms & Conditions, unless the context requires otherwise:

"Agreement" means the agreement between you and us for the Services to which these Terms & Conditions apply.

"Automatic Top-up" online means the optional Service by which your Account will be automatically credited from your debit card with an agreed amount whenever the balance of your Account falls below £3.00. This service is a requirement if you wish to use our International Roaming service.

"Call Charges" means charges for Services that you use, including making or receiving calls and sending or receiving SMS messages.

"Charges" means Call Charges and any other charges relating to the Agreement or the Services.

"Content" means all information, whether textual, visual, audio or otherwise, appearing on or available through the Services whether supplied by us or by content providers.

"International Calls" means calls made by you to a destination in a country other than the country in which you are located.

"International Roaming" means an optional Service allowing you to use your Phone and SIM card on other operators' networks while you are in a country other than the United Kingdom. This is an optional Service, but requires Automatic Top-up online.

"Our Network" means the electronic communications system over which we make Services available in the United Kingdom.

"Phone" means your mobile telephone handset that is approved by us for connection to our Network.

"Tariff" means a list of our current Charges, which is updated from time to time and is available on our Website.

"Services" means all or part of a mobile telephone service provided by us, including the ability to make and receive calls and to send and receive data and any additional service supplied to you by us from time to time.

"SIM card" means a card or other device, which shall, for the avoidance of doubt, include a USIM that contains your personal telephone number and which is programmed to allow you to access the Network.

"You" means the person to whom the Services are provided and any other person who is, or appears in our reasonable opinion to be, acting with your authority or permission and "your" shall be interpreted accordingly.

"Your Account" means the account you have with us into which you pay money for your use of the Services.

"We & us" refer to Mobile Partners UK Limited and "our" shall be interpreted accordingly.

"Our Website" means our website, the URL of which is www.familymobile.co.uk.

1.2 In these Terms & Conditions:

1.2.1. a reference to legislation shall include that legislation as amended or re-enacted;

1.2.2. a reference to a person shall include an individual, a body corporate and any association of persons;

1.2.3. headings are used for convenience only and do not affect the interpretation of these Terms & Conditions.

2. Commencement and use of the Services

2.1 The Agreement shall come into force once you have made your first payment to us. The terms of the Agreement are made up of the Services description and Tariff as set out on our Website from time to time taken together with these Terms & Conditions.

2.2 To sign up for a Family Mobile account you must be 18 years or over. If you are under 18 you can have a sub-account as part of an overall Family Budget account controlled by parent or person over 18. However, you would only have access to view your account and not be able to make top-up payments or activate services.

2.3 Each payment by you into your Account is confirmation by you of your agreement to the terms of the Agreement in force at that moment.

2.4 We will issue a SIM card to you. If you lose the SIM card or it is stolen or damaged, you may call Customer Services (Lost & Stolen Department) on 4532 for a new one. We will charge you £5 for a replacement SIM card. We own the SIM card and it remains our property at all times. You can only use our SIM card to obtain the Services from us.

2.5 We reserve the right to change a SIM card's telephone number. We will try to give you 30 days' prior written notice. We will inform you of the reason for the change.

2.6 We will not issue more than five SIM cards per household or postal address. If we become aware that you have signed up to, or are using more than five SIM cards, we reserve the right to terminate this Agreement without further notice.

2.7 If you wish to use our International Roaming service, you will need to set up and maintain Automatic Top-up online on your Account during the time that you wish to use our International Roaming Service. Should you wish to cancel your Automatic Top-up online, you will no longer be able to use our International Roaming Service from the time that you notify us. If you wish to cancel Automatic Top-up online, and have been using our International Roaming Service, Automatic Top-up online will remain on your Account for a further 30 days from the time you notify us of your wish to cancel Automatic Top-up online (you will not be able to use our International Roaming Service during that time).

2.8 Our Gold numbers are highly memorable telephone numbers available to new customers only and not for business use or re-sale. A maximum of 5 gold numbers is permitted per address. We reserve the right to refuse you a Gold number if we see fit.

3. Your obligations to us

3.1 The Services are made available provided that you comply with the following conditions. Any failure to comply with these conditions is a material breach of the Agreement.

3.2 You agree and undertake:

3.2.1. to use the Services in accordance with the Agreement and any other reasonable instruction from us;

3.2.2. to ensure that there is no unauthorised access to, or use of, the Services;

3.2.3. not to use the Services fraudulently, in connection with a criminal offence or in contravention of any applicable laws;

3.2.4. not to use the Services to send any message, transmission, data or material which is, or is intended to be, a hoax call;

3.2.5. not to use the Services to make or receive reverse charge calls;

3.2.6. not to use the Services to send, post, store, knowingly receive, upload, download, use or re-use any material or information which (whether lawful or not) is offensive, abusive, threatening, indecent, obscene, defamatory, malicious, racially motivated or menacing, or to harass, inconvenience or cause distress to any person;

3.2.7. not to use the Services in a manner which is, or is likely to be, a violation or infringement of the rights of any third party, including rights in intellectual property, confidentiality and privacy;

3.2.8. not to resell, supply or otherwise commercially make available the Services to others;

3.2.9. not without our express prior written consent to operate, whether directly or through a third party, any device to route or re-route voice, data or other services on, from or to our Network or to sell or attempt to sell or otherwise provide commercial services using our Network to any third party;

3.2.10. to use the Services only with equipment approved by the BABT (British Approvals Board of Telecommunications);

3.2.11. to pay the Charges, whether the Services have been accessed by you or a third party, and whether or not any such third party was authorised by you, unless you notify us in writing, at the first reasonable opportunity, of the fraudulent misuse giving rise to the Charges in question;

3.2.12. not to use the Services in any way which, in our reasonable opinion, is, or is likely to be, detrimental to the provision of the Services to you or any of our other customers;

3.2.13. not to post or transmit any information or software which contains a worm, virus or other harmful feature, and not to generate levels of traffic which impede the ability of others to send or retrieve information, or which is contrary to any reasonable instructions given to you by us;

3.2.14. not to breach, or attempt to breach, the security of any other network user and not to use or distribute tools designed or used for compromising the security of any network or any user of such network;

3.2.15. to notify us if you change your email address or mailing address so that any bill for the Services may be sent to your correct email or mailing address;

3.2.16. whether orally by telephone, by email or in writing, to provide promptly upon our request all information and assistance reasonably requested by us in order to validate information previously provided to, or obtained by, us in relation to your Account or to investigate any other matter in any way connected with your Account;

3.2.17. not to misuse the Services (which includes abusive calls to members of our staff at the Customer Service Centre);

3.2.18. not to furnish false credit information.

4. Provision of the Services

4.1 We will connect you to and supply to you the Services as soon as we can.

4.2 We will take all reasonable steps to make the Services available to you at all times. However, the Services are only available within the range of base stations that make up our Network. We cannot guarantee continuous fault-free provision of the Services. Please note that:

4.2.1. the quality and availability of Services may sometimes be affected by factors outside our control, for example, local physical obstructions, atmospheric conditions, other causes of radio interference, features or functionality of your Phone, the number of people trying to use our Network at the same time, and faults in other networks to which our Network is connected;

4.2.2. the quality of our Services may not be at their best inside buildings or below ground;

4.2.3. any coverage maps are our best estimate but are not a guarantee of Services coverage.

4.3 We reserve the right to:

4.3.1. refuse to provide any of the Services if you fail to satisfy any of our internal credit or other criteria; and 4.3.2. bar or limit any destination(s) to which you may wish to make calls using the Services.

4.4 We will provide the Services with the reasonable skill and care of a competent telecommunications provider, relying on the services of the underlying network provider. Since Services are provided using various network operators we cannot be responsible for faults or interruptions in your Services arising on those networks, including networks operated by foreign network operators, for example, if you are making International Calls or using our International Roaming Service.

4.5 We will supply such content as we are able to supply but it may be incomplete, inaccurate, or out of date and is provided to you on an 'as is' basis.

4.6 By using the Services you consent to us copying and/or modifying images or information you have created where such copying and/or modification is carried out for the purposes of transmission.

5. Variation and suspension of the Services

5.1 We reserve the right at any time to suspend, amend or withdraw all or any of the Services upon giving reasonable notice.

5.2 We shall be entitled at any time, and at our discretion (without notice or liability), to suspend, limit, cancel, discontinue, enhance or vary the Services or disconnect any SIM card from our Network if necessary:

5.2.1. for technical or quality reasons;

5.2.2. for necessary maintenance or upgrades to our system; and/or

5.2.3. for legislative and/or regulatory reasons, or reasons outside our reasonable control.

If appropriate, we will try to give reasonable notice of any suspension, limitation etc. under this condition. We will reinstate the Services as soon as is reasonably possible following such a suspension and without any Charge payable by you.

5.3 We may also suspend the Services if your credit limit is exceeded and/or you fail to pay the Charges by their due date as set out in condition 6 below.

5.4 We can suspend any/all of the Services if you are in material breach of the Agreement (as defined in condition 3). In such a case we may charge you a reconnection fee as detailed on our Website.

5.5 You are liable for the Charges during suspension or disconnection unless we decide otherwise.

6. Charges and payments

6.1 Our Charges in force are set out on our Website. Prices include VAT where applicable. We can change Charges or change the Tariff. We will write to you (by email) 30 days before we increase our Charges, except in the case of any increases to Charges relating to optional services of International Calls or International Roaming that rely on services provided by other network operators. The current Charges for International Calls and International Roaming are set out on our Website, as may be varied from time to time.

6.2 When you subscribe for the Services we will set up your Account.

6.3 Each time you pay us money under the Agreement we will credit that amount to your Account, after deducting any outstanding Charges that you owe to us.

6.4 You can check the balance on your Account or print invoices at our Website by going to the page "My Account" and entering your log-in details and PIN number.

6.5 We will deduct from your Account any Charges for Services that we provide to you. We will calculate the Charges on the basis of information or data logged by us or on our behalf and not by data or information that you record. Sometimes, we may not deduct Charges from your Account straightaway, especially in the case of some International Roaming and Call Charges relating to International Calls that may take longer to be billed. If you use your Phone and SIM card abroad you will be charged for incoming calls and data messages that you receive while abroad as well as calls and data messages you make or send.

6.6 You should ensure that your Account is in credit (in other words that you have pre-paid for the Services).

6.7 When you sign-up for the Automatic Top-up service, you thereby authorise Mobile Partners Group to charge your debit card by the amount that you specified when you set up this service if and when the balance on your account drops to £3. This will be done automatically, each and every time your balance falls to £3. We will not seek consent each time your card is to be debited. It therefore works in the same way as a standard direct debit arrangement. If you want to change the amount that is debited with Automatic Top-up, or register a different debit card, or cancel the Automatic Top-up service, you can do this at any time by logging onto 'My Account' on our Website.

6.8 We may suspend the services if your Account is overdrawn for more than three days. We will resume the Services when you pay all outstanding Charges and have a positive balance.

6.9 If we suspend the Services in accordance with condition 6.7 above for more than seven days we will send you a reminder by email.

6.10 If we suspend the Services and you do not repay any overdraft within 14 days, we may terminate the Agreement without further notice and start collection procedures. We reserve the right to charge you for any reasonable administration costs incurred by us in the case of late payment or non-payment of Charges by you, including costs arising out of any debt collection proceedings.

6.11 You must ensure that there is credit available on the debit card that you are using to pay money into your Account. If this is not the case we may terminate the Agreement without further notice.

6.12 If you require an invoice with detail of the calls you have made, you can print this from our Website by logging onto 'My Account'.

7. Liability

7.1 We are only liable to you as set out in the Agreement. We have no other duty or liability to you.

7.2 We will not be liable to you or any other party for any action you take in reliance upon the accuracy, completeness or continuous supply of the Services.

7.3 Nothing in the Agreement removes or limits our liability for:

7.3.1. death or personal injury resulting from our negligence or that of our employees, agents or sub-contractors; or

7.3.2. fraudulent misrepresentation.

7.4 Except as set out in 7.3, our maximum liability under the Agreement, whether arising from negligence, breach of contract or otherwise, will be limited to three times the value of the Charges in the last 12 months or £3,000 for each SIM card for one incident or £6,000 for each SIM card for a number of incidents within any 12-month period, whichever is the lesser amount.

7.5 If you did not enter the Agreement as a consumer, we are not liable to you in any way for any loss or damage that was not reasonably foreseeable at the time you entered into the Agreement. This includes but is not limited to loss of: income; business; anticipated savings or profits; property or use of property. If you entered the Agreement as a consumer, we are not liable to you in any way for any loss or damage that was not reasonably foreseeable at the time you entered into the Agreement. This includes but is not limited to loss of: income, business or profits.

7.6 You agree to pay to us all Charges and pay for all liabilities, damages, losses, expenses, proceedings, claims or threatened claims that we incur from your breach of the Agreement.

7.7 It is your responsibility to evaluate the value and integrity of goods and services offered by third parties by means of our Services. We will not be a party to nor in any way be responsible for any transaction concerning third party goods and services.

7.8 This condition 7 shall remain in force notwithstanding termination of the Agreement.

8. Termination

8.1 You may ask us to cancel the Agreement at any time from your Account on our Website. To do this you need to be logged onto your own account with your password. We cannot refund any money as the SIM card was free and credit will not be returned.

8.2 We shall cancel the Agreement as soon as is practicable after receiving your notice to cancel as described in condition 8.1. You will remain liable for all Charges for Services taken up to the moment we cancel the Agreement, including all Charges relating to International Calls and International Roaming, which may take longer to be billed.

8.3 You agree to pay us promptly on termination of the Agreement, any monies and/or Charges outstanding at the date of termination. We will not refund any airtime.

8.4 We reserve the right to cancel this Agreement at any time for any reason upon giving you 30 days' prior written notice.

8.5 We may terminate the Agreement immediately upon written notice to you if you are in material breach of any of your obligations under the Agreement and either the breach is incapable of remedy or you shall have failed to remedy the breach within seven days of the date of an email notice from us requiring you to remedy the breach. A material breach includes, but is not limited to, a breach of any of the conditions listed in condition 3.2.

8.6 We may terminate the Agreement immediately if a petition for bankruptcy is issued against you or you are declared bankrupt. If you are a company, we may terminate the Agreement immediately if you cease to carry on business, you are unable to pay your debts as and when they fall due or otherwise become subject to proceedings under the insolvency laws of the country of incorporation or any country where you carry on business.

9. Data Protection

9.1 By entering into the Agreement you agree to allow us and our third party suppliers, associated companies, contractors and agents to process your personal data (for example: name, address, telephone number, billing data, data relating to the routing, duration, location or time of a call, any details of your existing mobile account, airtime provider or Porting Authorisation Code and credit history) for purposes connected with providing the Services, for example: support, quality control, billing, debt collection, credit control and credit reference agency searches, obtaining credit insurance and financing, the taking of security, assessment, analysis (including credit scoring and market, product and statistical analysis), transfer of your current mobile number to your new Phone, research and assisting telecommunications bodies and regulators to investigate, deal with and prevent crimes including cases of fraud or suspected fraud.

9.2 When deciding whether to provide you with the Services and to continue to provide you with the Services we may use credit reference and fraud prevention agencies to help us make decisions. What we do and how both we and credit reference and fraud prevention agencies will use your information is detailed below. By acknowledging that you have read and accepted the Terms & Conditions you are accepting that we may each use your information in this way. When deciding whether to provide the Services to you we will make searches about you at credit reference agencies. They will supply us with credit information as well as public information such as County Court Judgments, bankruptcies, and from the Electoral Register. The credit reference agencies will record our search even if this application does not proceed. Credit searches and other information which is provided to us and/or the credit reference agencies, about you (and your business if you are a director or partner in small business), and those you are financially linked with, may be used by us and supplied by and/or to credit reference agencies to be used by other organisations for the purposes of verifying your identity and that of your spouse, partner or other directors/partners, debt tracing and recovery, preventing and detecting fraud and/or money laundering, statistical analysis, and for the management of your account. These processes may be automated.

Information held about you by the credit reference agencies may already be linked to records relating to a person with whom you have a financial association, including in your or their previous or subsequent names. For the purposes of this and any future application, you may be treated as financially linked and your application will be assessed with reference to these "associated records" until one of you successfully files with the credit reference agencies for a disassociation.

We may give details of your Account and how you conduct it to credit reference agencies. If you overdraw on your Account and do not repay in full or on time any amount overdrawn or any other Charges due, we may tell credit reference agencies that will record the outstanding debt. Records shared with credit reference agencies remain on their file for six years after accounts are closed, whether settled by you or defaulted.

To prevent or detect fraud, or to assist in verifying your identity, we may make searches at fraud prevention agencies that will supply us with information. If you give us false or inaccurate information and we suspect fraud, we and they will record this. We, and other companies, may use this information to assist when making decisions on credit, credit-related services, and on motor, household, life and other insurance proposals and insurance claims, about you, your partner, and other members of your household or your business. We may also pass information to financial and other organisations involved in fraud prevention to protect ourselves and our customers from theft and fraud.

From time to time we may make searches of credit reference and fraud prevention agencies to manage and operate your Account with us. These searches will not be seen or used by other lenders to assess your ability to obtain credit.

9.3 We may disclose your personal data to anyone to whom we transfer (or may transfer) our business or rights and duties under this Agreement with you or if we have a duty to do so or if the law allows us to do so.

9.4 Your personal data may be transferred to different countries (including countries outside the UK and the European Economic Area) depending on the Services provided to you. Where such transfers are made, we (and where applicable, our sub-contractors) have measures in place to ensure that your personal data is only used in accordance with the purposes outlined within this condition 9 and that appropriate security measures will be put into place to safeguard your personal data.

9.5 You also agree to allow us to contact you (via mail, email or SMS text/MMS) with promotions for goods and/or services provided by us or our associated companies or third parties carefully selected by us. You may notify us at any time by changing your consent on your details in "My Account". You can contact us at any time during business hours in order to amend or correct any of your personal data held by us.

9.6 You further agree that we or our agents may monitor or record calls or emails made to or from, the Customer Service Centre to ensure the quality of customer service, accuracy of information and to assist with our business processes.

9.7 You have a right to access the personal data that is held about you. To obtain a copy of the personal information we hold about you, please write to us at: family@familymobile.co.uk enclosing your postal address details and a cheque for £10 payable to Mobile Partners Ltd.

9.8 To the extent permitted by law, this condition 9 shall remain in effect notwithstanding termination of the Agreement.

10. Force Majeure

We shall not be liable to you for any breach of our obligations under the Agreement caused by any matter beyond our reasonable control.

11. Notices

We will send all notices to your address (which may be an email address) as provided by you from time to time. If you are a company, we may also send notices to your registered office.

Written correspondence between you and us shall be deemed to have been served 48 hours after posting or on proof of earlier delivery.

12. General

12.1 You may not assign, sub-license, transfer or otherwise dispose of or attempt to dispose of any of your rights or sub-contract (if applicable), transfer or otherwise dispose of any of your obligations, in whole or in part, under the Agreement.

12.2 We shall have the right to assign, transfer or otherwise dispose of any of our rights under the Agreement, or to arrange for our obligations to be carried out by a third party on our behalf, without your permission, provided the level of service you currently experience is not reduced as a result.

12.3 The Agreement shall not confer any benefit on a third party under the Contracts (Rights of Third Parties) Act 1999.

12.4 A customer that is a business undertakes to ensure that its officers, employees and contractors comply with the Agreement.

12.5 A waiver (whether express or implied) by either you or us of any provision of the Agreement or of any breach of or default by, you or us in performing any provision shall not constitute a continuing waiver and that waiver shall not prevent you or us from subsequently enforcing any provision of the Agreement not waived or from acting on any subsequent breach of or default by you or us under any provision of the Agreement.

12.6 If any provision of the Agreement is held to be unenforceable, illegal or invalid in whole or in part, the rest of the Agreement shall remain in full force and effect.

12.7 We may need to vary the Agreement, including these Terms & Conditions, from time to time for security, legal or business reasons. We will give you at least 30 days' notice of any major changes or additions by email and we will let you know why we are making a variation to these Terms & Conditions. Any payment of money by you into your Account after the amended Terms & Conditions have come into effect shall be deemed by us to be acceptance of the amended Terms & Conditions.

12.8 The termination of the Agreement shall be without prejudice to any rights or obligations of you or us that have accrued before such termination and shall not affect any conditions which continue in effect after termination.

12.9 The Agreement, together with the Tariff and Services description, constitutes the entire agreement between you and us in relation to its subject matter.

12.10 The terms of the Agreement shall be governed by, construed and interpreted in accordance with English law and any disputes will be settled in the Courts of England & Wales, Scotland or Northern Ireland (as applicable).

12.11 If you encounter problems or are dissatisfied with the Services for any reason, you should tell us. Additional details of our complaint and dispute resolution procedures are set out in our "Code of Practice for consumer affairs," available on our Website.