

**You should read these terms and conditions carefully:**

We, us means ADSI Limited, a company registered in England with registered number 2488146.

Mobile Phone Equipment means any cellular telephone supplied under this contract. Item means any Mobile Phone Equipment, accessory, promotional items and other goods supplied under these contract.

**Mobile Phone Equipment Offer:** All offers made by us for Mobile Phone Equipment and Items are limited period offers subject to availability and subject to status. We will carry out a credit check prior to acceptance of your order. Products will be supplied with a warranty from the manufacturer.

**Airtime Contract:** ADSI Ltd act as the main service provider and will provide all in-life support and the ongoing and monthly management for your account. All Mobile Phone Equipment is supplied subject to a minimum term airtime contract through the relevant Network(s). The Network Terms and Conditions of Supply of Cellular Telephone Services that apply to the supply of airtime under this contract are available upon request. All airtime contracts will be linked to a billing date and monthly allowances may be applied at a pro-rata rate for the first or final month, or any month in which a tariff has been charged on any date other than the billing date. If you wish to terminate any service when the contractual period has been served you must email the request to [disconnections@adsigroup.co.uk](mailto:disconnections@adsigroup.co.uk), you will then receive communication confirming the status of the request. All disconnections are subject to 30 days notice before leaving the Network. Sim cards may not be connected to or installed in a SIM Gateway.

**Refresh:** Any Refresh amount in the Contract is payable to ADSI for the minimum period. If for any reason the airtime contract ceases the full Refresh amount remaining on the contract will fall due within 7 days. Refresh payments are due monthly by direct debit, if a direct debit is cancelled or returned the full Refresh amount remaining on the contract will fall due within 7 days.

**Connection to the Network:** Your contract with the Network for connection to the network is subject to status and acceptance by the Network.

**Sim Free Purchases:** Any goods supplied on a sim free or standard supply basis must be paid for in full and by cleared funds prior to delivery. Goods purchased by Credit Card will only be delivered to an authorised card holders' address. If goods remain unavailable we will refund your payment within 7 days of your request.

**Ownership:** Ownership of the item will not pass to you until such time as we have received payment of the purchase price in full. In the case of Mobile Phone Equipment offers, ownership shall not pass until you have fulfilled the airtime contract. If you terminate the airtime contract before the minimum term has been satisfied, you will be responsible for repaying us the **original Sim free retail price** of the Mobile Phone Equipment at the date of your original connection. Risk of damage to or loss of the item shall pass to you at the time of delivery

**Delivery:** Delivery of Mobile Phone Equipment and other items will be made to an address in mainland UK only. We shall endeavour to deliver the items within 7 working days of your order. This delivery period is an estimate only and we cannot accept responsibility for late delivery unless the delay exceeds a period of thirty days from the date of your order. We cannot accept responsibility for late delivery due to insufficient or wrong information provided, or delays in the connection process, this includes mandatory proofs requested by the Network and completion of the Network contract. Goods received damaged or with items missing must be reported to us on 01268 495555 within 24 hours of delivery.

**Handset Rentals:** Handsets supplied under a rental agreement are subject to the minimum term. Upon receipt of all payments due within the minimum term and receipt of the final option to purchase amount Title of the Handsets shall pass to the customer. In the event of default all handsets must be returned to ADSI.

**Payment:** If you are granted credit and you do not pay any sums due to us within 14 days of the date of your invoice, we reserve the right to charge interest and administration fees and recover all items provided under the contract. We will not exercise this right where you have notified us of a valid reason for non-payment. Prices stated exclude VAT and delivery.

**Our Responsibility to You – Please Note**

- We will perform the contract with reasonable skill and care
- We shall not be liable for airtime charges during any period
- In no circumstances shall we be liable for any loss or damage arising out of all relating to the services that we provide which is for any loss of profits, loss of sales, loss or turnover, loss of bargain, loss of opportunity, damage to goodwill or reputation, loss of use of any apparatus, software or data loss or time on the part of management or the staff or any indirect or consequential loss or damage however so arising, for death or personal injury, in the event that you use an item for a commercial purpose then we shall not be liable to you for any loss of income, business or profits or any other economic loss arising out of your use or inability to use any item at any time, however this loss may be caused and whether or not it is a result of your own negligence.

**Your Statutory Rights:** Your rights and obligations under these terms and conditions are personal to you and may not be assigned by you to anyone else. We may transfer our rights and/or obligations under these terms and conditions or any part thereof.

**Warranty:** Mobile phone handsets are supplied with a minimum 12 month warranty from the date of sale (the date we post to you). Faulty equipment should be returned to us to return to the manufacturer for repair under warranty. The manufacturer will not guarantee how long it will take to repair the device therefore we cannot accept any responsibility for delays in this process. We will upon request supply a loan device for which you may be charged for the duration of the repair, any charges levied will be refunded upon return of the loan device, we will not guarantee that the loan device will be identical to the repair device. If a device is noted as Dead On Arrival it must be notified to us within 5 days of receipt and returned immediately by overnight courier, once we are in receipt of the device we will issue a replacement, goods received back more than 10 days after supply date will be repaired under warranty, not replaced. If a device is returned and subsequently found to have been damaged by the Customer we reserve the right to levy an invoice for the replacement, the invoice must be paid in full within 7 days. Miscellaneous supplies such as accessories are also covered by 12 months warranty, any faulty goods will be returned to the manufacturer and their decision on replacement/repair shall be final. The customer will need to pay any carriage charges associated with returns for any reason.

**Tariff Changes:** Tariffs cannot be reduced at any time throughout the contractual period of the new airtime contract, if for any reason a tariff is lowered we may invoice for the full cost of the deficit at any time. The additional costs will be based on the difference between the original handset price charges and the cost of the handset with lower monthly tariff. Please ensure that you choose the correct tariff to avoid these penalties that are imposed on us by the Network Providers. Changing to a higher monthly tariff, however, will not normally incur additional charges. Additional charges will always be avoided where possible. Please feel free to call us if you require more information.

**Upgrades/Resigns:** Please note that by upgrading your handset and/or resigning your contract you are committed to a new minimum term airtime contract with your mobile Network, details of the contract are provided in the documentation or via the verbal confirmation. Ownership and airtime contract conditions apply as above.

**Mobile Number Porting:** We can offer to port your existing mobile phone number if you are connecting to a different phone network and can provide us with an active PAC code from your existing network. We cannot be held liable for any consequential loss resulting from a mobile number port failure. You must notify us of any problems within 14 days of your connection.

**Line Rental Subsidy / Termination:** You must provide us with a VAT invoice for any line rental subsidy/termination costs that were agreed within 30 days of the agreed repayment date. Payment will be made (subject to authorisation) within 30 days of invoice date. We reserve the right to withhold payment if; the phone is disconnected; the tariff is changed; you have failed to pay the Network or us; the phone is showing no or minimal usage. If the minimum term of the contract has not been satisfied we retain the right demand all hardware supplied under the contract to be returned and to clawback any line rental subsidy or termination costs that have been paid. Any contract terminated before the expiry of the Minimum Term will attract a £10 per unexpired month or part month per mobile number termination charge from ADSI. ADSI only execute Business Contracts and therefore there are no cancellation rights under any circumstances until the Minimum Term has been served once an order has been placed.

**VAT:** ADSI only execute Business Contracts and all prices quoted will EXCLUDE VAT.

**Severability:** If any part of this agreement is determined by a UK court to be invalid, illegal, void or otherwise unenforceable under any present or future law, then the remainder of this agreement shall not be affected thereby.

**General Conditions:** Your rights and obligations under these terms and conditions are personal to you/your company and may not be assigned by you to any third party. We may transfer our rights and/or obligations under these Terms and Conditions or any part thereof. You must be aged 18 years or over.