

Mobile - Terms and Conditions

1	INTRODUCTION	5	CHARGES AND PAYMENT		
1.1	These standard terms and conditions apply to this Agreement between the Company and the Customer (as defined in clause 2.1 below) and in order to receive the Equipment / Services and the Airtime Supply (as defined in clause 2.1 below) the Customer agrees to enter into this Agreement with the Company governing the supply of Equipment and or Services and the Airtime Contract with the relevant network.	5.1	The Customer agrees to pay the Company for each item of Equipment as and when it is ordered. The Company reserves the right to levy a surcharge for all credit card transactions in accordance with the Company's tariff applicable from time to time, a copy of which will be available at the Company's principal place of business.	6.9	provide the required information within 15 days of signing this Agreement, the Company shall be entitled to charge the Customer the administration fee as outlined in clause 6.5, in the event that the deal is cancelled for any reason. The Company will invoice the Customer any amounts due or withheld as set out in this clause 6 and such amounts shall be payable by the Customer on presentation of the Company's invoice.
2	DEFINITIONS	5.2	At the discretion of the Company, credit may be extended to the Customer for an agreed period of time never more than 21 days. Credit terms are only valid if received in writing from a director of the Company. Where payment is not received within the agreed term, the Company reserves the right to impose a surcharge on all outstanding balances at the rate of 2.5 per month or £10.00 per month, whichever is the greater. The surcharge shall be payable in respect of a period of less than one month as if such period were in fact one month.	7	WARRANTIES
2.1	In these conditions, the following expressions shall have the following meanings: "Airtime Contract" means the agreement between the Customer and the relevant network. A copy of the Airtime contract will be given to the Customer with this Agreement; "Airtime Supply" means cellular mobile telecommunications airtime and network capacity procured from a network; "Company" means Zusi Limited whose registered office is at International House, Stubbs Gate, Newcastle Under Lyme, ST5 1LU, the company registration No. 09114925; "Connection" means the connection of the Customer's end user(s) to a network such that the end user(s) is (are) capable of accessing the Airtime Supply; "Contract Term" means the 24 month contract term for which the Customer has agreed to maintain the network connection(s) as set out in the Airtime Contract and this Agreement; "Customer" means any person, firm, company, unincorporated association or other body at whose request or on whose behalf the Company undertakes to provide the Equipment/Services and/or the Airtime Supply whose full details are set out in the form overleaf; "Downward Migrate" means a change of tariff, on the same network, at the request of the Customer which results in the Customer paying a lower monthly line rental. "Equipment" means any mobile phone hardware or other equipment; "Funding" means the amount payable by the Company to the Customer as is determined by the Company in its sole discretion. This amount will take into consideration the number of connections, the applicable tariffs and the Contract Term, the Customer agrees to take under the Airtime Contract. "Monthly Funding" means the amount of Funding payable per connection divided by the Contract Term. "Services" mean any service ordered by the customer and provided by the Company. "SIM" means the Subscriber Identity Module provided by the company,	6	PAYMENT AND RECOVERY OF FUNDING	7.1	The Company will not exchange or replace Services/ Equipment that complies with the Customer's specification as set out overleaf. In exceptional circumstances, the Company may exchange Services/Equipment at the Customer's request and cost.
	APPLICABLE TERMS	6.1	The Company may, at its sole discretion and subject to the remaining provisions of this clause 6, provide the Customer with Funding as a consequence of the Customer entering into the Airtime Contract with the network. Funding will only be provided to the Customer subject to the following conditions;	7.2	The Customer accepts that the Company offers a limited warranty as it is not the manufacturer of the Equipment. The Customer will report, in writing, any alleged Equipment defect or fault within 3 days of delivery. The Company will, at its option, repair, replace or substitute the Equipment with substantially similar goods. Where Equipment is replaced or substituted the original Equipment will belong to the Company. The Company's responsibility to repair, replace or substitute the Equipment will cease where the Customer has altered, misused, improperly installed or connected, or subjected the Equipment to any unauthorised repair. Where the Customer fails to report the alleged fault or defect within the provisions of this clause 7, then the Customer will be deemed to have accepted the Equipment and the Company will have no liability in respect of the Equipment.
	The Customer acknowledges that the supply of Services/ Equipment and/or Airtime Supply of services or any other business undertaken by the Company is transacted subject to these terms and condition and each condition shall be deemed to be incorporated in and to be a condition of any agreement between the Company and the Customer. No other terms or conditions stipulated, or referred to, in any documentation (for example a purchase order issued by the Customer), conversation or negotiation passing between the Customer and the Company or the Company and the Customer, shall be incorporated at any time into this Agreement between the Company and the Customer.	6.1.1	the Customer presents an invoice to the Company for the Funding and the invoice has been raised in accordance with the provisions of this Agreement (no invoice will be necessary where the Funding is being deducted from the value of Equipment).	7.3	Where Equipment has been sold on a "no warranty" basis, the Company will have no liability in respect of it.
	SUPPLY OF CUSTOMER EQUIPMENT AND AIRTIME SUPPLY	6.1.2	the Connection(s) is (are) active on the network on the Funding payment (or instalment payment) date;	7.4	Equipment returned with an alleged defect or fault which is subsequently found to have no defect or fault will be returned to the Customer and the Company shall be entitled to charge the Customer an administration fee of £100 per piece of Equipment. The Customer accepts that this is a genuine estimate of the Company's loss.
4	The Company will use its reasonable endeavours to deliver the Equipment and Airtime Supply ordered by the Customer on the date agreed by the parties but the Customer acknowledges that time shall not be of the essence.	6.1.3	an appropriate reference date has passed where the invoice is payable in instalments;	8	LIMITATION OF LIABILITY
4.1	Title to the Equipment will not pass to the Customer until the Company has received payment in full, including any relevant VAT. The risk in the Equipment will pass to the Customer upon delivery and the Customer is responsible for any loss or damage after the Equipment has been delivered to the address, nominated by the Customer.	6.1.4	where the Funding is to be deducted from the value of Equipment or Services ordered by the Customer as set out in clause 6.3.1 below, the Funding is claimed during the Contract 'term';	8.1	The Company shall not be liable to the Customer in respect of any matter arising out of or in connection with this Agreement in contract or tort (including negligence) or otherwise for any loss of profit, loss of business contracts, loss or corruption of data, or any indirect or consequential loss or damage whatsoever. The Company's liability for loss or damage of any kind whatsoever to the Customer during the performance of this Agreement in contract, tort or resulting from negligence or otherwise arising in connection with this Agreement shall in no circumstances exceed the sum paid by the Customer to the Company in respect of the Equipment or Services. Nothing in this Agreement shall exclude or restrict the liability of the Company for fraud, death or personal injury resulting from the negligence of the Company.
4.2	The Company is entitled to connect the Customer immediately on temporary numbers and it is the Customers responsibility to obtain the Porting Authorisation Code(s). By signing this Agreement the Customer gives the Company express authorisation to obtain the Porting Authorisation Code(s) on their behalf. If the Company does not receive the Porting Authorisation Code(s) within 30 days of signing this Agreement, the Customer agrees that the Company is authorised to connect the Customer on new mobile phone numbers.	6.1.5	where the invoice is for the payment of monies as outlined in clause 6.3.2 the Funding is invoiced by the Customer and received by the Company within 4 months from the connection date for the first instalment and within 14 months from the connection date for the second instalment;	8.2	Save for death or personal injury resulting from the Company's negligence, the Company shall not be liable to the Customer for any loss as a result of electromagnetic frequencies or any similar result from use of the Equipment.
4.3	The Customer acknowledges that the Company may suffer financially if the Customer does not regularly use all the Connections on their account. In the event that the Company reports inactive connections to the Customer, and the Connections do not subsequently become active, the Company has the right to order new SIM Cards and make the necessary calls on the SIM Cards, within the Customers Allowance, to ensure that the SIM becomes active and the Company does not suffer financially.	6.1.6	where the invoice is for termination charges as outlined in clause 6.3.3 the Funding is invoiced by the Customer and received by the Company within 6 month of the connection date;	9	GENERAL
4.4	Where equipment has been given to the Customer as Funding, the Customer acknowledges that property in this equipment only passes to the Customer once the contract duration has finished. If the Customer disconnects or downward migrates during the contract term which results in a financial penalty to the company, the customer will be required to return all equipment back to the company.	6.1.7	where the conditions and timescales set out in clauses 6.1.1 to 6.1.6 are not met then the Customer's right to Funding shall cease.	9.1	All notices given pursuant to any of these Conditions must be given by facsimile or letter. Where any such notice is given by facsimile, it shall be deemed to be given at the time when it is received by the recipient and in the case of any notice given by letter, it shall be deemed to have been given at the time when it would have been delivered to the recipient in the ordinary course of post. All notices to the Company must be sent to its Registered Office specified in Clause 2. Any notices to the Customer will be valid if sent to the Customer's last known place of home or business or to the Customer's registered office and if there is more than one such home or business to anyone of such homes or places of business.
4.5		6.2	The Customer's invoice for Funding will be payable to the Customer within 60 days from the date of presentation to the Company.	9.2	If any term or provision within these conditions shall in whole or in part be held to any extent to be illegal or unenforceable, then such term or provision or part shall to that extent be deemed not to form part of these conditions and the enforceability of the remainder of these conditions shall not be affected. Furthermore the Company and the Customer agree that substitute provisions will be used in a form as similar as possible to the offending provision without rendering them illegal or unenforceable.
		6.3	At the sole discretion of the Company, any Funding provided to the Customer may be provisioned in the following manner or a mixture of them, subject always to conditions, timescales and payment dates set out in this clause 6;	9.3	No variation, extension, exclusion or cancellation of these Conditions shall be binding upon the Company unless and until it is confirmed in writing by a Director of the Company.
		6.3.1	set off against the value of any Equipment or Services the Customer orders from the Company; or	9.4	The Customer shall not be permitted to assign or subcontract this Agreement or any part of it without the written consent of the Company. The Company will be entitled to assign or sub-contract this Agreement or any part thereof.
		6.3.2	the amount of the Funding may be paid to the Customer by cheque or other method in 2 equal instalments, the first instalment being due 3 months from the connection date and the second instalment being due 13 months from the connection date; or	9.5	If the Company fails to enforce any of the provisions of this Agreement, this will not be construed as a waiver of any of its rights under this Agreement.
		6.3.3	used to discharge any termination charges the Customer owes the network for terminating their previous Airtime Contract subject to the Company being provided with a copy of the relevant invoice from such network.	9.6	The Company shall be entitled to amend any of the terms of this Agreement upon the giving of 7 days' written notice to the Customer.
		6.4	In relation- to the Customer's entitlement to Funding the Customer recognises that it is always conditional upon the Customer using and maintaining the Connection(s) for the Contract Term and not Downward Migrating the Connections during the Contract Term and other such conditions notified by the Company to the Customer from time to time.	9.7	The time of performance is of the essence in relation to the obligations of the Customer under this Agreement.
		6.5	The Customer is not entitled to cancel this Agreement or move the management of its account to another business without the permission of the Company within the contract term. Where permission is not given and the Customer moves the management of its account to another business or withdraws from the Airtime Contract before connection or disconnects (a) Connection(s), Downward Migrates (a) Connection(s), or the network withholds or reclaims the connection commission due or paid to the Company or any part of it (for whatever reason) before the end of the Contract Term, the Company shall be entitled to recover the Funding (or a proportion part of it see 6.6) paid to the Customer or withhold any further Funding to be paid to the Customer. The Customer agrees that the Company shall be entitled to charge the Customer an administration fee of £250, for each Connection, if the Customer moves the management of its account to another business or withdraws from this Agreement, Downward Migrates or the network withholds or reclaims the commission due or paid to the Company post-connection, or £100 for each Connection if the Customer withdraws ore-connection. The Customer accepts that this is a genuine estimate of the Company's loss.	9.8	Nothing in this Agreement shall create, or be deemed to create, a partnership or relationship of principal/agent or employer / employee.
		6.6	The Company will be entitled to recover, from the Customer; the Monthly Funding amount for each Connection for each month of the remaining unexpired months of the Contract Term; part months to be pro rated.	9.9	The headings to the clauses of this Agreement and to the paragraphs of the Schedules will not affect its construction.
		6.7	The Customer must provide all required paperwork as requested by the Company, and specify the make and model of all equipment required. If the Customer does not	9.10	These Conditions shall be governed by English law and United Kingdom courts alone shall have jurisdiction in any dispute between the Company and the Customer.
				9.11	From time to time the Company may contact you for marketing purposes to offer products and services that may be of interest to you. These may be offered by the Company or other carefully selected third parties. By signing this agreement you agree to the use of your information as set out above. If you do not wish your information to be used in this way please contact us.