

# Talkmobile Terms and Conditions (after 6th October 2021)

This Agreement is also available in large print or in Braille. Please go to [talkmobile.co.uk/contact-us](https://talkmobile.co.uk/contact-us) and chat online to our Help Team or call 0333 304 8064 and we will send you a larger print version. Calls to this number are free when calling from a Talkmobile contract phone in the UK.

You are entering into an agreement for the Services on the terms and conditions of this Agreement with Talkmobile Limited, Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN, registered in England and Wales under Company number 04154716 ("Talkmobile")

**Contract Customer Agreement** – I've read and agree to the following:

**A. This Agreement covers** the SIM Card and any Services (including minutes, texts, data etc.) I use in my monthly plan ('Plan'). It's made up of the Pay Monthly Customer Agreement, the [Detailed Price Plan Info](#), Returns Policy, Acceptable Use Policy and Buying Online Terms, and any additional products or services I choose to use or take.

You should also look at our Privacy Policy on how we use personal information. Please refer to our Privacy Policy and Cookie Policy for more information.

**B. This Agreement is for the Minimum Period** shown on the order form or in the Welcome Note. It starts when Talkmobile connects my SIM Card to the Plan shown and I may end it by giving Talkmobile 30 days' written notice. If it ends before the end of the Minimum Period (whether by me or Talkmobile), I will need to pay an Early Termination Fee (including VAT), if one applies. This applies when this Agreement comes to an end in clause 10, except:

- If Talkmobile ends this Agreement by giving me 30 days' written notice (clause 10) or because Talkmobile is permanently unable to provide the Services to me; or
- If I end this Agreement due to a specific thing that Talkmobile has done as detailed in clause 10.3.

In these situations I don't have to pay Early Termination Fees.

**C. Charges.** I'll pay all Charges (whether I use the SIM Card or not), due under this Agreement. The minimum price for the Services provided under this Agreement is the cost of all the Plan Charges for the Minimum Period. Some Charges are for Out of Plan Services. You can find the charges for Out of Plan Services at the Detailed Price Plan Info. If my mobile Equipment is lost, damaged or stolen, I'll still have to pay all the Plan Charges for the Minimum Period. Charges for using the SIM Card and Services abroad while Roaming outside of EU/EEA areas may be a lot higher than UK charges and I will be charged for sending texts, making and receiving calls and accessing voicemail messages.

**D. Lost or stolen Equipment.** If my Equipment is lost, damaged or stolen, I'll still have to pay all the Plan Charges for the Minimum Period. If someone finds or steals my Equipment, I'll have to pay any Charges they incur until I tell Talkmobile it's been lost or stolen, up to a maximum of:

**Notification within 24 hours:** £100 maximum

**Notification 24+ hours:** £500 maximum

**Notification 5 days+:** all charges until you have reported to us

**E. Personal Data.** Talkmobile may use and share my personal information as described in clauses 12 and 13 and in our [Privacy Policy](#)

**F. Changes to the Charges, Services and this Agreement.** Talkmobile sometimes has to put up certain Charges or change the Services during my Agreement. If this happens, you'll tell me beforehand (unless it relates to Out of Plan Services I don't regularly use) and I will have the right to leave this Agreement. I can read more about this in clause 14. In particular:

**Annual adjustment to your Plan Charge:** Each April my plan Charges will increase by an amount equal to the Consumer Price Index (CPI) rate published by the Office for National Statistics in January plus an additional 3.9% on top of the CPI rate. You will apply the CPI rate adjustment plus 3.9% in my April bill.. If the CPI rate is negative, this will be ignored but the additional 3.9% will still apply. If you increase my Plan Charges above the CPI rate plus an additional 3.9% more than once per calendar year, I'll have a right to end this Agreement without paying an Early Termination Fee in line with clause 10 and 14.

**Out of Plan Charges:** Talkmobile may increase the charge for Out of Plan Services and if the increase is to my material detriment, I'll have the right to leave this Agreement without paying an Early Termination Fee. I can read more about this in clauses 10 and 14.

**G. Upgrades.** If I request an Upgrade or renewal of my Agreement with you and you agree to this, I will need to agree to a new Minimum Period and I'll need to pay the new charges applicable to that agreement. You will discuss this with me when I am eligible to Upgrade or renew my Agreement.

## **Talkmobile Contract Customer Airtime Conditions**

These terms set out the agreement between (1) the customer whose name appears on the order form or welcome documents ('you', the 'customer' or 'your'); and (2) Talkmobile Limited ('us', 'we' or 'our') in respect of the Services as defined below.

Please read through these terms carefully and note that capitalised words have special meanings - see the '**Definitions**' section at the start of these terms. You agree to be bound by these terms while you receive the Services and to read and comply at all times with our Privacy Policy and List of Charges Guide which can be found at [talkmobile.co.uk/all-plans](http://talkmobile.co.uk/all-plans).

### **1. Definitions**

"**Agreement**" means these terms and conditions, the Detail Price plan Info, the Privacy Policy (together with such other terms for any other products or services you choose to take out;

"**Charges**" means the charges for the Services as published in the Detailed Price Plan Info or which we otherwise provide. These include the monthly Plan Charges, usage charges or charges

for Out of Plan Services and any other charges in respect of the Services provided to you or someone else using your Equipment;

**"Content"** means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Services including all information supplied by content providers from time to time;

**"Early Termination Fee"** means a fee which represents the outstanding amount payable by you for the remainder of your Minimum Period at the time of termination (which may include outstanding Charges) and any applicable administrative charges, (including VAT) less any discount we may apply. Please refer to your Detailed Price Plan info for how to calculate your Early Termination Fee;

**"Equipment"** means – your mobile phone, tablet or other equipment and the SIM Card used to access our services;

**"List of Charges Guide"** is our price plan document setting out further details of the Services available to you and the pricing applicable to such Services. It is available on our website at [talkmobile.co.uk/all-plans](http://talkmobile.co.uk/all-plans), or by calling our Help Team on 0333 304 8064. We update this every so often;

**"Minimum Period"** means any minimum period for the Services (where applicable in relation to your specific Plan), which starts from the day on which the Services are first provided or from the day on which your Upgrade is effective (as applicable);

**"MMS"** means Multimedia Messaging Service;

**"Network"** means the electronic communications system that Talkmobile uses to provide the services in the UK;

**"Out of Plan Alert (OPA)"** means an alert which is sent to you via text when you've reached your Out of Plan Usage;

**"Out of Plan Usage (OPU)"** means the Charges you'll pay for each call, text or megabyte of data you have used which is outside of your monthly Plan. The default OPU is set at £10.00 each month for all Talkmobile customers unless you contact us to change this, subject to eligibility criteria. This is different from your ability to set a monthly spend limit to control Out of Plan Usage.

**"Out of Plan Services" ("OPS")** means those services from third parties which are charged in addition to your inclusive Plan allowance. Examples of OPS include additional UK calling minutes, text or data used outside of your Plan allowance, premium rate services, calls to call forwarding numbers, using your mobile while Roaming outside of the EU/EEA areas and to call people who are not in the UK, directory enquiries services. Please check the pay monthly charges section of our website for current pricing before you use OPS, this can be found online at [talkmobile.co.uk/all-plans](http://talkmobile.co.uk/all-plans).

**"Plan"** means the mobile plan detailing the Services you've chosen to receive as shown on your order form or Welcome Note;

**"Plan Charge"** the minimum monthly amount we charge you for the Plan you've chosen, as shown on your order form or Welcome Note.

“**Roaming**” means using your Talkmobile SIM Card and/or Equipment to access networks in other countries.

“**CPI Rate**” means the most recent Consumer Price Index annual percentage published by the Office for National Statistics.

“**Services**” means the communication service you receive through the Network, Out of Plan Services and other services that Talkmobile may provide to you;

“**SIM Card**” means the Subscriber Identity Module card containing data used to receive the Services;

“**Upgrade**” means the issue of a new mobile device to you or a change in your Plan on the condition that you enter into another minimum term contract with us on our then current terms and conditions;

“**Welcome Note**” means the letter or email we send you when you join or Upgrade with us.

## **2. Duration**

2.1. Where you’ve entered into a Minimum Period, this Agreement will continue for the Minimum Period and thereafter unless and until terminated by either party in accordance with Clause 10 below.

2.2. Where no Minimum Period applies, this Agreement will continue unless and until terminated by either party in accordance with Clause 10 below.

## **3. Provision of Services**

3.1. The Services which we agree to provide to you may not be available in all parts of the United Kingdom and as per clause 3.2 your SIM Card will be barred from certain Services and a credit check will be required to have those services unbarred. The Services which we agree to provide to you may not be available abroad unless you have international roaming enabled and even when you have Roaming enabled, it may not be available in all areas abroad. To find out which Services are available abroad visit [talkmobile.co.uk/roam-charges](http://talkmobile.co.uk/roam-charges). You may not be able to use the Services which we agree to provide to you to call all countries or all international numbers. Unless otherwise agreed, the Services do not include call divert or call waiting. We reserve the right to add to, substitute, or to discontinue any Additional Services at any time. We do not guarantee the continuing availability of any particular Additional Services. Not all mobile devices will be able to receive the Services. If you buy a SIM Only tariff from us, your current device may be restricted to use on another network or ‘locked’ and you may need to obtain an unlocking code from your current service provider to be able to receive the Services. Failure to enter the correct unlocking code may result in your device becoming permanently blocked. We accept no responsibility for devices blocked in this way or for any costs incurred in the provision of an unlocking code.

3.2. When you join Talkmobile your SIM Card will be barred from making premium line phone calls and premium texts. You will be able to make premium rate phone calls and premium rate texts if you contact us to get this added. You will be charged for this usage from your OUP.

3.3. When you join Talkmobile your SIM Card will automatically be eligible for Roaming. Using your SIM Card whilst Roaming will depend on whether we have arrangements with the foreign network operators. Unless you are Roaming in EU/EEA areas, you will be charged for Roaming

in addition to your monthly Plan Charge as OPU (including calls that you receive as well as those that you make). Charges incurred using your Roaming service may take longer to be charged than normal charges. If applicable, when you are roaming in the EU/ EEA regulated area then your standard plan allowances and Out of Plan usage will apply. However, this is subject to additional charges as provided in the Roaming fair use policy and Permanent Roaming terms of our Acceptable User Policy (AUP). Visit [talkmobile.co.uk/roam-charges](http://talkmobile.co.uk/roam-charges) for all Roaming charges. Please contact us if you wish to bar Roaming on your SIM Card. You'll receive an Out of Plan Alert ("OPA") when you've reached your Out of Plan Usage ("OPU").

3.4 We'll try to give you the Services when you want them. However, due to the nature of mobile technology, it's impossible to provide a fault-free Service. The Services and content services you enjoy in the UK may not be available when you're abroad.

3.5. We aim to connect your SIM Card to the Services within 5 working days of accepting your order. If you place an order for an additional service or otherwise instruct us to change the Services we'll try our best to complete your order as soon as possible but there may be a delay in your order being completed. We'll not be liable to you for any costs, expenses or claims arising directly or indirectly out of such delay.

3.6. In the interest of other users, the number and duration of messages that can be left on your voicemail service will be limited. You must not record an abusive greeting message. You may not be able to use the voicemail service while Roaming if you have not set up a voicemail PIN before you travel abroad.

3.7. On connection of your SIM Card to the Network (or at any time later on), we'll set your Out of Plan Usage on the Charges you may incur during each calendar month in addition to your monthly Plan Charges. We shall give you notice if a change is made by us to your Out of Plan Usage. If you wish to vary your Out of Plan Usage you should contact our Help Team by calling 0333 304 8064. We may agree to vary the Out of Plan Usage after making credit checks. You'll be sent an Out of Plan Alert ("OPA") when you've reached your Out of Plan Usage. Once we have established that you've exceeded your Out of Plan Usage (which may take some time), the Services will be restricted and on attempting to make any call you'll, be automatically diverted to our Help Team who will be able to assist you.

3.8. Please note that the Out of Usage Alert doesn't function in real time and therefore you may be able to incur Charges which result in you exceeding your Out of Plan Usage ("OPU"). If this happens, you'll still be liable to pay for all Charges incurred in excess of your Out of Plan Usage.

3.9. If you use your Equipment to browse the internet or use content services, we accept no responsibility for any content or services you access.

#### **4. Things we may have to do**

4.1. Occasionally we may have to:

- 4.1.1. alter the mobile phone number or any other name, code or number or technical specification associated with the Services for reasons beyond our control such as where requested to do so by a governmental or regulatory body. If this is the case we will give you reasonable notice;
- 4.1.2. change your SIM Card;
- 4.1.3. give you instructions which we believe are necessary for reasons of health, safety or the quality of Services to you or any other customer;



- 4.1.4. temporarily suspend the Services (or any part of them) for operational reasons, to safeguard the security and integrity of the Network or to reduce the incidence of fraud; and
- 4.1.5. bar certain numbers from the Services on a temporary or permanent basis in order to prevent fraud.

4.2. From time to time we may have to migrate your account from one billing platform to another. In these circumstances we will notify you if migration of your account will affect the Services to your detriment in any way.

## 5. Our Rights to Bar or Disconnect Your Mobile Device

5.1. We can at our discretion bar your SIM Card from making calls (other than to the emergency services), sending MMS and/or SMS messages and/or sending or receiving data and/or disconnect your SIM Card from the Network if:

- 5.1.1. any of the circumstances in Clauses 7.4, 7.5, 7.6, 7.7 or 10.2 apply to you;
- 5.1.2. in the event of loss or theft or if we have reasonable cause to suspect fraudulent use of a payment method, your SIM Card and/or mobile device; or
- 5.1.3. you are persistently abusive or make threats or otherwise act illegally towards our staff or property, or that of our agents; or
- 5.1.4. you tell us that your Equipment has been lost or stolen.

5.2. You must pay any outstanding Charges including those incurred under Clause 3.8 and, if applicable, a re-connection charge if the Services are temporarily barred and/or you're Equipment and/or SIM Card is disconnected from the Network for the reasons stated in Clause 5.1.

5.3. If we bar your Services because you break this Agreement, the Agreement will still continue. You must pay all Charges due from you under this Agreement until the Agreement is ended by notice in accordance with Clause 10.

## 6. Charges

6.1. The Charges for the Services will be calculated in accordance with your Plan and our Detailed Price Plan Info using the details we have recorded. The Detailed Price Plan Info may change from time to time.

6.2. We'll provide you with a monthly text detailing the total amount of Charges (including VAT) for each billing period and the payment due date. A full itemisation of the Charges incurred and usage can be accessed online via [myaccount.talkmobile.co.uk](https://myaccount.talkmobile.co.uk). If you'd prefer to receive your bill in a paper format (for which we will charge you in accordance with the List of Charges Guide) please go to [talkmobile.co.uk](https://talkmobile.co.uk) and chat online or call us on 0333 304 8064.

6.3. You must pay to us all the Charges arising under this Agreement whether incurred by you or anyone else using your Equipment and/or SIM Card with or without your knowledge at the times and in the manner set out in this Agreement even when such Charges exceed any Out of Plan Usage imposed upon your account.

6.4. Charges are payable to us by direct debit, debit card or credit card on the dates notified to you following acceptance of your order. You must pay the Charges (including VAT) within 14 days of the date of any bill.

6.5. If a payment made by direct debit is dishonoured or cancelled, we'll attempt to collect again within 5 days. If payment fails for the second time we shall be entitled to charge you a compensation fee for our losses that we incur as a result of such dishonoured or cancelled direct debit (which may include third party charges levied on us).

## **7. Your Responsibilities**

7.1. You agree to use your SIM Card and the Services in accordance with the terms of this Agreement and any other instructions issued by us. You acknowledge that the SIM Card provided by us to you doesn't belong to you but, remains our property. You can't sell your SIM Card, your number, code or any associated number or agree to transfer them (other than through porting it to another network in accordance with the standard porting process) to anyone else without our consent we'll not unreasonably refuse consent.

7.2. You'll be responsible for any Charges incurred as a result of unauthorised use of the Services and/or the SIM Card, or the information contained within your SIM Card, until you've notified us of the need to suspend the Services, e.g. as a result of your loss of your SIM Card.

7.3. You agree:

- 7.3.1. to take adequate precautions to prevent loss or theft of your SIM Card;
- 7.3.2. to inform our Help Team as soon as possible on 0333 304 8064 if your SIM Card is lost, stolen, damaged, destroyed or likely to be used in an unauthorised manner and to co-operate with us in our reasonable security and other checks.

7.4. You must not use the Services for any improper, immoral, obscene, defamatory, harmful, offensive or otherwise unlawful purpose. You must comply with any instructions we give you about the Services and, unless agreed otherwise.

7.5. The use of the SIM Card, phone and Plan is for personal use only and cannot be used for commercial or business purposes. You must not use or permit any other person to use the Services:

- 7.5.1. fraudulently or in connection with a criminal offence;
- 7.5.2. to send a call or message, send, upload, download, use or re-use any material which may reasonably be deemed racist, offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax (including to the operators who deal with enquiries concerning the Services), in breach of any intellectual property rights (including copyright) or confidence or privacy or is otherwise objectionable or unlawful;
- 7.5.3. to cause annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003 as amended or replaced from time to time; or
- 7.5.4. to generate artificially inflated traffic.

7.6. You mustn't connect a GSM Gateway to the Network or otherwise establish, install or use a GSM Gateway in relation to the Network or the Services without our prior written consent, which may be withheld at our absolute discretion.

7.7. You agree that you're procuring the SIM Card provided by us to you and the Services solely for your own use and that you'll not re-sell or otherwise act as any form of distributor in respect of the SIM Card or the Services.

## **8. Losing your Equipment**

If your SIM or Equipment is lost or stolen, you must tell us as soon as possible so we can stop someone else using it. You're responsible for any Charges incurred up to a maximum of £100 provided you have told us within 24 hours from the time the Equipment was lost or stolen. If you tell us after 24- hours but within 5 days, then you will be responsible for any Charges incurred up to a maximum of £500. If you fail to tell us within 5 days from the date that your Equipment is lost or stolen, you will be liable to pay all of the Charges incurred until the time you report it missing to us. You must also continue to pay all the Plan Charges for the Minimum Period.

## **9. Credits or termination if there is a failure of the Service**

9.1. If we have to maintain our Network or if there is a technical fault on our Network that is caused by us, you may be entitled to a pro rata credit of your Charges (based on the number of days you are without a Service) or in certain circumstances where you receive a severely degraded Service for an unreasonable period of time, terminate this Agreement.

9.2. To receive a pro rata credit of your Charges or terminate this Agreement, you must report to us a disruption on our Network which we reasonably assess that you use frequently, the disruption is severe and is assessed against your typical usage history.

## **10. Suspension and Termination of the Agreement**

10.1. If you request a Porting Authorisation Code (PAC) or Service Termination Authorisation Code (STAC) from us because you wish to port your number to another provider or switch to another provider without a port, it will be valid for 30 days from when it is issued to you. Your service will switch to the new provider within one working day of you providing your PAC or STAC to them. This Agreement will terminate when your service has switched to your new provider. If you do not use a PAC or STAC within the 30-day period, the Agreement will continue. You can request a PAC or STAC at any time. Please refer to [www.talkmobile.co.uk/switching](http://www.talkmobile.co.uk/switching) for more information on how to port your number or request switching information.

You can cancel your Airtime Plan at any time without request a PAC or STAC by contacting us as detailed in Clause 10.5 below. Unless you have ended the Agreement in accordance with Clause 10.2 or Clause 10.3 below, you must immediately pay us the Early Termination Fee.

10.2. Either party may terminate this Agreement at any time on notice (in accordance with Clause 10.5 below) to the other, without any liability, if that other (the "Defaulting Party"):

- 10.2.1. breaches this Agreement in a material way and doesn't put it right (where it is possible to do so) within a reasonable period of a request to do so; or;
- 10.2.2. has bankruptcy or insolvency proceedings brought against it, or if an arrangement with creditors is made, or a receiver or administrator is appointed over any of that Defaulting Party's assets or that Defaulting Party goes into liquidation;
- 10.2.3. we've reasonable cause to suspect fraudulent use of your payment method (or those of any other person) has occurred to purchase the SIM Card and/or the Services;
- 10.2.4. we've reasonable cause to suspect that this Agreement has been entered into fraudulently or we're satisfied that fraudulent or improper use of your mobile phone number is taking place;
- 10.2.5. If you do anything (or allow anything to be done) which we reasonably think may damage or affect the operation of the Network such as for example creating a GSM Gateway, Artificially Inflated Traffic or similar.;
- 10.2.6 Talkmobile reserves the right to cancel your service at any time whilst providing 30 days' notice outside the minimum term of your contract with us.



10.3. You may also end this Agreement immediately by notifying us if:

- 10.3.1. we don't do something fundamental that we should have done under this Agreement within seven days of you asking us in writing;
- 10.3.2. you are unable to connect to our Network or you receive a severely degraded Service, compared to the typical service coverage you receive, for an unreasonable period of time as set out in clause 8;
- 10.3.3. we tell you that there will be an increase in your Plan Charge above the CPI rate published in January of each year plus an additional 3.9% on top of the CPI rate or we increase your Plan Charge by more than once per calendar year and you write to us within one month of us telling you about the increase;
- 10.3.4 we change this Agreement to your material detriment. This includes (i) increasing Out of Plan Charges, which we shall calculate (acting reasonably and based on regulatory requirements) to determine whether such increases are likely to be to your material detriment (including how often you use the relevant Out of Plan Service); or (ii) materially changing or withdrawing Services. We will tell you if this is the case. You need to write to us within one month of us telling you about the material change, withdrawal or increase.

10.4. We may also end this Agreement by notifying you:

- 10.4.1. where we've reasonable cause to believe that the Services are being used (even if you don't know that the Services are being used in such a way) in a way contrary to Clauses 7.4, 7.5, 7.6 7.7.
- 10.4.2. you fail to pay the Charges when they're due— here you shall be obliged to put matters right within 7 days of our request for you to do so;
- 10.4.3. we've reasonable cause to suspect fraudulent use of your payment method (or those of any other person) has occurred to purchase the SIM Card and/or the Services;
- 10.4.4. we've reasonable cause to suspect that this Agreement has been entered into fraudulently or we're satisfied that fraudulent or improper use of your mobile phone number is taking place; or
- 10.4.5 if you do anything (or allow anything to be done) which we reasonably think may damage or affect the operation of the Network such as for example creating a GSM Gateway, Artificially Inflated Traffic or similar.

10.5. To request a PAC or STAC you may do any of the following:

- 10.5.1. SMS PAC to 65075 if you want to port your number to another provider
- 10.5.2. SMS STAC to 75075 if you want to switch provider without porting our number
- 10.5.3. SMS INFO to 85075 if you want us to send you switching information
- 10.5.4. Log on to your Talkmobile 'My Account' and access the My PAC/STAC page
- 10.5.5. Call 5888 from your Talkmobile phone or 0333 304 8064 from any other phone (standard call charges apply)

If you wish to terminate without requesting a PAC or STAC, please go to [talkmobile.co.uk](http://talkmobile.co.uk) and chat online to one of our Help Team or call 0333 304 8064 and we'll advise you of what you have to do. Notice to terminate this agreement can only be given by person named on the order form or welcome note. In cases where this person is now deceased, executors may end the agreement through providing a valid death certificate number.

10.6. If this Agreement is ended;

- 10.6.1. your access to the Services will be disconnected;

- 10.6.2. you'll no longer be entitled to use your mobile number unless you have ported this number to another network; and
- 10.6.3. you must immediately pay the Early Termination Fee, including VAT
- 10.6.4 you must pay any outstanding unbilled charges such as Out of Plan usage via direct debit.

10.7. We may temporarily suspend the Services where your Out of Plan Usage is exceeded.

10.8. We may also suspend or terminate the provision of the Services where this is strictly necessary:

- for reasons outside of our control; or;
- if any agreement, giving us access to any part of or the ability to provide the Services is suspended or terminated.

10.9. If the Services are suspended, this Agreement will still continue. You must pay all Charges under Clause 6 during any period of suspension until the Agreement is ended including all monthly (or other periodic) line rental charges for any Minimum Period which continues to run.

10.10. If we elect to suspend the Services (you'll still be able to make 999 and 112 calls) rather than to terminate them as a result of your breach of the terms of this Agreement, we reserve the right not to provide them again until you confirm that you'll use the Services only in accordance with the terms of this Agreement.

## **11. Matters beyond our reasonable control**

11.1. We'll not be legally responsible to you if we cannot provide the Services because of something outside our reasonable control.

## **12. Use and Disclosure of Information**

12.1. We and our group companies may use your information to:

- 12.1.1 manage your account, carry out customer-care activities and train our staff, including monitoring calls, emails or text messages that you send us;
- 12.1.2 monitor the quality and security of the network and test and maintain our IT systems;
- 12.1.3 analyse your use of the services for marketing purposes, including, but not limited to, the calls and messages you send and receive and your location at the time these communications take place, as well as your browsing history and use of our websites;
- 12.1.4 send to the emergency services (if you make an emergency call), including your approximate location;
- 12.1.5 contact you with marketing messages if you've not objected. These messages may include marketing from other organisations, but we will not pass responsibility for your information to these other organisations. If you don't want to receive marketing messages from us, please contact us through My Account or by calling 0333 304 8064

12.2. We don't include your details in any directory or directory-enquiry service. If you want to have your information included in these services, you should contact us.

12.3. For more details on how we use your information, please read the [Privacy Policy](#) on our website.

## **13 Fraud-prevention agencies**

13.1. You can ask us about how we use your details for fraud prevention when you take out this Agreement. We'll also release, fraud-prevention agencies, details of your Agreement with us. We, and other organisations, may use this information to protect both our business and our customers from fraudulent activity.

13.2. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud-prevention agencies. Law-enforcement agencies may access and use this information. We and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit-related or other facilities;
- managing credit and credit-related accounts or facilities;
- recovering debt;
- checking details on proposals and claims for all types of insurance; or
- checking details of job applicants and employees.

13.3. Please contact us at the address at clause 16 of this Agreement if you want to receive details of the relevant fraud prevention agencies. We and other organisations may access and use, from other countries, the information recorded by fraud-prevention agencies.

## **14. Changing the Agreement**

14.1. We may change or withdraw Services at any time and we may change or introduce new terms to this Agreement at any time. If we do, we'll give you at least 30 days' notice of these changes unless we believe such changes will not disadvantage you or which you don't regularly use. If these changes are to your material detriment, you have a right to end this Agreement without paying Early Termination Fees under clause 10.3.3 and we'll tell you if you do.

14.2. We may change or introduce new charges for Services (which may include Charges for Out of Plan Services) If we increase our Charges, we'll publish the changes on our website and give you at least 30 days' notice by email, voicemail, text or other form of electronic message. However, we may not give you notice of such changes if they relate to Out of Plan Services which you do not regularly use or aren't in the control of Talkmobile (such as charges to directory enquiry or premium rate numbers).

14.3. We can increase your Plan Charge or any other Charge, if we are required to do so as a result of statutory instrument, government regulation or any new taxation which we need to pass onto you as a matter of law.

14.4. Each April your Plan Charge will increase by an amount equal to the CPI rate plus an additional 3.9% on top of the CPI rate published by the Office for National Statistics in January. We will apply the CPI rate adjustment plus 3.9% to your April bill. If the CPI rate is negative, your Plan Charge will not be reduced and the additional 3.9% will still apply. If we increase your Plan Charge above the CPI Rate plus an additional 3.9% on top of the CPI rate or more than once per calendar year you will have a right to end this Agreement in line with clause 10.3.3.

14.5. We may increase Charges for Out of Plan Services and if the increase is to your material detriment you will be able to end the Agreement early without paying Early Termination Fees in line with clause 10.3.4 and we'll tell you if you do.

## **15. Limitation of Liability**

15.1. We'll not be liable under this Agreement for any loss or damage caused by circumstances where:

- there is no breach of a legal duty of care owed to you by us;
- such loss or damage is not a reasonably foreseeable result of any such breach; or
- such loss or damage results from the breach by you of any term of this Agreement.

15.2. Our liability shall not in any event include losses related to any business of a customer including but not limited to lost data, lost profits or business interruption.

15.3. Nothing in this Agreement shall:

- exclude or limit our liability for death or personal injury resulting from our acts or omissions or those of our servants, agents or employees; or
- limit your rights as a consumer under applicable UK law.

15.4. All Services are provided on a commercially reasonable basis. Although we'll provide the Services with reasonable skill and care, we make no warranty that the Services will meet your exact requirements or that they will always be available.

15.5. Each provision of this Clause 15 operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply even after the Agreement has been terminated or cancelled.

## **16. General**

16.1. We may transfer this Agreement to anyone at any time. However, you can't transfer this Agreement to anyone unless we've agreed in writing beforehand. We'll not unreasonably refuse this request.

16.2. If you or we fail to enforce our rights under this Agreement, it won't prevent you or us from taking further action.

16.3. A person who is not a party to this Agreement has no right to benefit under or to enforce any terms of this Agreement.

16.4. When you use your Equipment, your number may be shown to the equipment being contacted. Your number will always be shown if you contact 999 or 112.

16.5. We'll send you notices by post, voicemail, text or other form of electronic message and will assume for notices by post that you've received them 48 hours after we've sent them. We'll send all bills and notices served by post, to the address you've given. You must tell us about any changes to your address. If you want to contact us then call or write to us using the details shown at clause 16.7 of this Agreement. You can then assume we have received these notices 48 hours after you've sent them.

16.6. If you have a complaint, please contact us on the details below. We'll do our best to fix your issues. If we can't, you may (i) ask that the matter is referred to an independent alternative dispute resolution service under our Customer Complaints Code which is available on our website or by contacting us; or (ii) if you have an issue with goods or services bought online you can refer a dispute to the EC Online Dispute Resolution website at [ec.europa.eu/odr](https://ec.europa.eu/odr). You or we may bring legal proceedings in a court in the UK to resolve a dispute under this Agreement.

16.7. This Agreement is under English law, unless:

- you live in Scotland, in which case, it will be governed by Scots law;
- you live in Northern Ireland, in which case it will be governed by the law of Northern Ireland

Contact us by visiting [talkmobile.co.uk](https://talkmobile.co.uk) and chatting online to one of our Help Team or by calling: 0333 304 8064 or on 5888 for free from your Talkmobile contract handset. Please note that calling our Help Team whilst abroad would be subject to roaming charges.

Registered in England number 04154716 at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN.

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