

# Textlink Ltd - Network Services Agreement Terms & Conditions

## 1. DEFINITIONS

- 1.1 In this agreement:  
“**Agreement**” means your application form when accepted, these terms and conditions and our current price list;  
“**Charges**” means all the Charges associated with the service described in the Price List;  
“**GSM**” is the digital Cellular System known as the Global System for Mobile Communications;  
“**Minimum Period**” means the period as indicated on the Service Agreement plus one month’s notice of cancellation from the day on which the service was first provided;  
“**Service**” means airtime service enabling you to make or receive calls and data by means of Network and any additional services we agree to provide you;  
“**Sim Card**” means the card you need to use the GSM Service;  
“**We**” and “**Us**” means “**Textlink Ltd**”  
“**You**” means the customer we make this agreement with and it included a person who we believe is acting on your behalf;
- 1.2 The Price List, which forms part of this agreement;
- 1.3 You agree that we may search the files of a credit reference agency which will keep a record of that search. Details of how you conduct your account may also be disclosed to that agency. The information may be used by other parties in assessing application from you and/or your company for occasional debt tracing and fraud prevention.

## 2. Provision of Service

- 2.1 We will take all reasonable steps to make the service available to you at all times. The services are only available within the range of the base stations that make up the respective network. However please note that;
- 2.2 The quality and availability of Services may sometimes be affected by factors outside our control – such as local physical obstructions, atmospheric conditions, other causes of radio interference, and faults in other telecommunication networks to which the network is connected.
- 2.3 The quality of service may not be at its best inside buildings or below ground.
- 2.4 The network and services may from time to time require upgrading, modification, maintenance or other works. These may result in some or all of the services becoming temporarily unavailable.
- 2.5 We will do our best to provide Service to you by any date we have agreed with you but do not guarantee to do so.
- 2.6 TextLink shall not be responsible for any faults errors, interruptions, disruptions or any other problems in relation to the service that are caused either directly or indirectly by the customer’s equipment and shall have no liability to the customer or any other person for any such faults interruptions, disruptions or other problems.

## 3. Roaming Services

- 3.1 Roaming relies on the telecommunications systems of foreign networks, over which we have no control. We therefore cannot offer any guarantees about roaming services.

## 4. Length of Agreement

- 4.1 At the end of the Minimum Period, which is 12 months, this Agreement will continue until you cancel it in the way described in paragraph 6.1

## 5. Charges for Service

- 5.1 You will be responsible for paying all Charges on your account whether or not they have been accrued by you personally. You will also be responsible for any extraordinary costs incurred in administering your account, including collecting any payments. If your service has been disconnected, either at your request or ours, you will remain responsible for any outstanding charges.
- 5.2 You must pay your bill by credit card. If a credit card defaults we reserve the right to cancel or suspend your service with us. All charges will be payable including any line rental payment up to the minimum contract period.
- 5.3 You will be charged for receiving calls when using overseas networks. Charges for call made and received may take longer to be billed than calls made in the UK.
- 5.4 If payment is not made in accordance with this agreement TextLink may with prior written notification charge interest on all sums outstanding at the rate of 2% above the base rate to the Clydesdale Bank PLC.

## 6. Your rights to terminate this contract

- 6.1 You may terminate your contract to expire at any time after the Minimum Term by giving us at least one month’s written notice. You are free to restore your contract throughout this notice period, should you change your mind.
- 6.2 You may terminate your contract before the Minimum Term has expired if you pay us;
- 6.2.1 all Charges that are due, plus
- 6.2.2 a lump sum equivalent to the total of monthly call charges still remaining on your initial Minimum Term agreement.

## 7. Termination of your contract by TextLink Ltd

- 7.1 We may terminate your contract immediately at any time of any or all the SIM Cards owned by you, in whole or in part, by giving you written notice if;
- 7.1.1 You fail to pass any credit assessments which we may reasonably consider to be necessary from time to time.
- 7.1.2 You fail to pay any or your bills from TextLink Ltd on time.
- 7.1.3 We have good reason for believing that any information you have given us is false or misleading.
- 7.1.4 You become insolvent within the meaning of section 123 of the Insolvency Act 1986, or bankrupt, or if we have good reason for believing you are unable to pay the Charges
- 7.1.5 In addition, we may terminate your contract at any time after the Minimum Term has expired by giving you at least one month’s written notice.

## 8. After Termination

- 8.1 Termination of your contract is subject to your paying us any money you owe us. After termination, it is your responsibility to cancel any Credit Card or Other authorization you may have given for periodic payment to us by third parties.

## 9. Things you must agree to do

- 9.1 Recognising that food management and security of the services is important to all TextLink Ltd customers you agree that you will;
- 9.1.1 Provide whatever proofs of your identity and address that we consider reasonably necessary from time to time. Whilst photocopy or fax copies are usually acceptable we do reserve the right to request the original document.
- 9.1.2 Keep confidential, and not disclose to any third party, your account, password or any personal identification code, number or name issued by us permitting access to the services.
- 9.1.3 Not use the services for any improper, immoral, fraudulent or unlawful purposes or for the sending of any communication which is of an offensive, abusive, indecent, obscene or menacing nature.
- 9.1.4 Not cause, or knowingly allow others to cause, any nuisance, annoyance or inconvenience whether to us or to any of our customers, by any means including the use of the network for persistently sending unsolicited communications without reasonable cause.
- 9.1.5 Not act in a way, whether knowingly or otherwise, which will impair the operation of the network or any part of it, or put in jeopardy.
- 9.1.6 Use only phones / devices and accessories approved for use with the network, and comply with all relevant legislation or regulation relating to their use.
- 9.1.7 Comply with any reasonable instructions issued by us which concern you use of the services, and co-operate with us in our reasonable security and other checks (which may include us making phone calls to you).

## 10. Information supplied to you

- 10.1 By applying for registration you undertake to provide your correct name, address and other factual information. You also confirm that;
- 10.1.1 Any individual applying as a member of a company is of full contractual capacity and is able both to pay for the services he or she has requested and to meet his or her obligations under your contract.
- 10.1.2 The person stated to be authorized to sign for a company or firm is duly authorized.

## 11. SIM Card

- 11.1 Any SIM card we supply to you remains our property, but it is your responsibility to keep it safe. SIM cards are easily damaged and should be handled with care if removed from the equipment. We will replace any SIM card found to be defective through faulty design or workmanship. In any other circumstances however we may charge for replacing it. We reserve the right to recall any SIM card from you at any time to enhance or maintain the quality of the services.

## 12. What to do if our SIM card is stolen or damaged

- 12.1 You must inform us immediately if the SIM card supplied in the equipment is lost, stolen or damaged. You will remain liable for all charges incurred until you do so. We will send you a replacement SIM card as soon as reasonably practicable, but we reserve the right to charge you for doing so.

## 13. Your Contract is personal to you

- 13.1 Your contract is personal to you and you may not assign it. However at our discretion we may allow you to nominate a user other than yourself while you remain primarily liable to us under your contract.

## 14. Liability

- 14.1 Except as provided in this condition 14 neither party shall be liable to the other, whether in Contract or tort or otherwise, for any loss or damage which is: a) not the fault of the other party. b) indirect, and/or not reasonably foreseeable c) loss of business, profits, savings, revenue, use of goodwill whether caused to the other party through any breach of your Contract or any matters arising under it. Neither party excludes liability for negligent acts or omissions causing death or personal injury to any person.

## 15. Factors beyond our control

- 15.1 We will not be liable to you if we are not able to perform an obligation or provide the services to you because of any factor outside our control, including but not limited to Acts of God, industrial action, default or failure of a third party, war, governmental action, or by any act or decision made by a court of competent jurisdiction.

## 16. Your maximum liability

- 16.1 Subject to condition 14.1, your liability is limited to payment of all outstanding charges due in accordance with the provisions of your contract.

## 17. Changes to your contract

- 17.1 Your contract may be varied or amended only by the express mutual agreement of both parties. A party seeking to rely on such variation or amendment must produce evidence of the other party’s agreement to it, other than when Textlink has the right to make any amendments to this agreement that are required as a direct result of any legislation statutory instrument, government regulation or authorisation.

## 18. Governing Law

- 18.1 Your Contract is to be interpreted in accordance with the Laws of Scotland, England and Wales.

## 19. Billing and contract monthly line rental

- 19.1 Your Contract billing and line rental will be for a period of 12 months from the date of registration of your TextTracker product. Textlink however reserve the right to amend any fixed agreements, should any increases in airtime charges be applied by the network providers.