

## TravelTalk SIM Terms and Conditions of Sale

### Definitions:

**“Agreement”** is the agreement between You and Us for the Service (see 1a below) to which these conditions will apply.

**“Account”** is the account in which We record all Your credit and charges.

**“Billing Card”** means the credit card or other type of payment card You use to pay Us and details of which You supply to us and which You are authorised to use.

**“Calls”** means calls made whilst roaming on networks with which We have a roaming agreement for mobile service to all destinations.

**“Charges”** are the charges for the Service (see 1a below) You use and these are shown in the Price List, as updated from time to time.

**“Credits”** means the monetary amount We credit to Your account via Our pre pay service.

**“Customer Enrolment Charge and Customer Renewal Charge”** means the annual charge that Your account is subject to, following the twelfth month anniversary of the activation of Your account.

**“Equipment”** or **“Handset”** or **“Mobile Phone”** means either any mobile phone, or other equipment, and a SIM card (where the context requires), which is approved for connection to the network which is used by us to give You access to the global GSM services.

**“GPRS”** is the General Packet Radio Service for the transmission and receipt of data.

**“Network”** is the Digital GSM Network.

**“PIN”** means the Personal Identity Number. This number is used to provide extra security for Your mobile phone and SIM card.

**“Support Centre”** is reachable by contacting the centre defined on the “About Us” page of Our Website.

**“Voicemail Service”** means voice message service and includes, where the context requires or permits, any service or facility comprised in such service;

**“SIM Card”** means the Subscriber Identity Module issued to You for use with Our network.

**“Service”** or **“Product”** is defined at 1a below.

**“We” “Us”** and **“Our”** is Swiftnet Ltd, Britannia House, 960 High Road, London N12 9RY .

**“Website”** is [www.traveltalksim.co.uk](http://www.traveltalksim.co.uk).

## Acceptance of Terms and Conditions

We promote the Service including via **'Certified Agents'** and provide Products to You (the **"Customer"** or **"You"** or **"Your"**) either directly or, where We have approved a Certified Agent (a **"Certified Agent"**), through a Certified Agent, in accordance with the following Terms and Conditions of Sale (the **"Terms and Conditions of Sale"**). The following terms and conditions apply to all transactions made on Our Service Website or Registration Form or over the telephone to Our Support Centre. Please read them carefully. Terms and conditions may be subject to change at any time and will be published on Our Website. Should You continue to use this Service after a change has been published, You will be deemed to have accepted such changes. By using Our Website or Registration Form or placing an order over the telephone You are confirming Your acceptance of Our Terms and Conditions. Please note that if You are not the Billing Card owner, You must obtain the full permission of the cardholder before placing an order on this Website or Registration Form or over the telephone. If any of the Terms and Conditions of Sale and its revised contents are unacceptable to You, please do not use Our Website or Registration Form or Services/Products.

### 1) Goods Description

**a. Product/Service:** The Service is a SIM card which provides low-cost calls and free roaming to and from many countries around the world. Customers will be provided with a 07 mobile number. Full lists of destinations, rates and costs of Services can be found on the Website. The Service is a radio based GSM service so there will be natural limitations to its quality and coverage. We will not be held liable for any failure, interruption, delay, suspension, or restriction of the GSM services or for a call being cut off for any reason, particularly for reasons beyond Our control. There will be no automatic compensation for disrupted calls.

**b. Price:** The cost of the calls is as set out in the Price List available on the Website. All prices shown are correct at the time of publishing and are quoted in UK Sterling (£). All calls are fully inclusive of all taxes, VAT and delivery charges. Prices are subject to change at any time. Call charges shall be calculated by reference to the details of Your calls recorded by, or recorded on Our behalf. The duration of the call shall commence by reference to the details of all data transmitted or received by the Customer and will include any present data, recorded by, or recorded on Our behalf. The amount of data will include such data that is added to control the flow of data across the relevant Mobile Carrier's Cellular Service network.

**c. Payment:** Payment will be made by customers using a Billing Card via secure means. The Service is offered on a Pre Paid basis only. If Your charge card is either not chargeable or the transaction is declined by the charge card supplier, We reserve the right to terminate Our service to You.

**d. Contract:** By given Us your details (on-line, on paper, over the phone or by any other means) the Customer will be legally bound by these Terms and Conditions. The Customer will be deemed to have registered on a pre pay service and have given permission for Us to charge the Customer's Billing Card with the amount initially agreed by both parties. Whenever the credit limit on the SIM card reaches a minimum amount set by Us (and shown on our web site) We will automatically collect a pre payment for

an amount chosen by The Customer. The Customer will retain the right to cancel the automatic credit recharge by informing Us directly via Our Support Centre.

**e. Credits:** When all remaining credit has been used and You have requested to cease the pre pay service, You will no longer be able to use the Service to make outgoing calls until Your account has again been recharged using Your Billing Card. Incoming calls will not be allowed when You have no credit remaining as certain inbound calls are chargeable. Any credit is also non-transferable to any third party accounts.

**f. SIM card:** The SIM card will become blocked if an incorrect PIN code is entered three (3) times. If the SIM card is blocked, You will be unable to use Your phone in any way. In order to unblock the SIM card in the phone, You must enter Your PUK code (Personal Unblocking Key). Please contact us for your PUK code. If You, or any third party, have incorrectly entered Your pin code more than thirteen (13) times in total, the SIM card will be permanently blocked and You will be required to purchase a new SIM card. You must notify Us in writing and quote Your name, address, contact telephone number, place, and date of purchase of the SIM card pack along with proof of purchase. There will be charge of £10 for any Product SIM card replacement, payable in advance to Us.

**g. Customer Enrolment and Renewal:** The initial Customer Enrolment charge is included in Product SIM card purchase. There will be a renewal charge (published on Our Website) which will be applicable every year and will provide twelve (12) calendar months of Customer usage of Product SIM card. Customer will be required to pay the next twelve (12) months charge 30 days before the end of the initial twelve (12) months. Failure to do so by the Customer will result in the Product SIM card being terminated and any credit balance being forfeited at the end of the 12 months. Under such circumstances, We have no liability or obligation to pay or refund You the cost of any Product SIM pack We provided.

**h. Delivery:** Delivery of stock SIM packs will be made via first class recorded delivery. We will attempt to deliver the goods within 7 working days from clearance of payment. Please note that We cannot be held liable for any delays in the delivery of goods which may not be in Our control. Should ordered SIM cards be out of stock We will notify You accordingly. Please allow up to 28 working days for delivery. If You still do not have the goods after 28 days then You will have the right to terminate the contract and a full refund will be given. Goods will only be delivered to the address supplied at time of order and upon delivery goods will not be left without a signature. Any goods received damaged or incorrectly supplied must be notified on the delivery consignment at the time of delivery. Customers must accept full responsibility and take reasonable care of the goods upon receipt of delivery.

**i. Cancellation, Returns & Refund Policy:**

- Customers will have the right to a cooling-off period of seven (7) days from the date of receipt of goods. Provided you notify us within this period and provided we receive the goods back from you within 14 days of you notifying us that you have changed your mind, then we will fully refund the purchase price. The goods returned must be unopened, unused and in perfect condition.

- If the received goods are deemed faulty, Customers must notify Us within seven (7) days from receipt of goods. We will either provide a full refund or dispatch replacement goods within 7 working days via first class recorded delivery. These replacement goods will be delivered free of charge.
- If the received goods are not faulty, a delivery charge will be applicable for all customers who wish to replace or return goods. All returned goods must be in faultless condition.
- All warranties and any cancellation of contracts are void if the SIM is unsealed.
- Goods must be returned in perfect and unused condition and in the original packaging together with all supplied accessories and manuals. If this is not the case, all costs of repackaging, postage and the replacement costs of any missing parts and accessories will be charged to the customer.
- In the event of fraudulent Billing Card usage, customers will be entitled to a full refund or cancellation of payment. Similarly and as clearly stated in the Consumer Credit Act, any other circumstances which may be due to negligence on behalf of the cardholder may not result in full compensation.
- The manufacturer's guarantee will still be applicable to all goods reported to be faulty after the seven (7) days cooling period from delivery. This does not affect Your statutory rights.
- If you believe that you have been incorrectly charged for a call you must notify us within 7 (seven) days of making the call and we will investigate accordingly. We will determine within seven (7) days if there has been an error and credit your account if necessary.

**j. Data Protection:** We are registered with the Data Protection Act and will fully comply with the applicable law regarding the Data Protection Act. We shall keep, save and use only the data required for the fulfillment of this Agreement and the Customer has therefore agreed to grant such rights to Us. We also reserve the right to refuse any information requested when We are unable to verify that the caller is the owner of the account.

**k. Lost or Stolen:** If Your mobile phone is lost or stolen, it is Your responsibility to report it both to the Police, and to Us, by using the Customer Support number or email quoting Your name, address, contact telephone number, Product SIM card mobile telephone number, place and date of purchase of the SIM pack and date of activation of GSM service (and any other relevant information that may be required). Once reported, We will remove such Product SIM card from use. However, in any such unfortunate circumstance, You will be fully responsible for any charges incurred up to that point. We will be happy to replace Your Product SIM card at a replacement cost of £15 and postage, so You can continue using the service with Your original telephone number. Any credit on Your account up to when You informed us of the loss/theft will be available.

**l. CLI:** The "CLI" (the Caller Line Identity) of Your phone (i.e. Your mobile number) will always be released when it is making an outgoing call. Nevertheless, We cannot be held responsible for the final delivery of this number through networks outside Our direct control. The CLI issued to You is Our property and may

not be used for any other purpose than the provision of this Service to You. We reserve the right to withdraw or change any CLIs issued.

**m. Price comparison:** All UK networks' prices are sourced from relevant websites or other promotional materials such as brochures, catalogues and search engines. We have tried to ensure that all information is updated as often as possible although We cannot guarantee the accuracy and reliability of the information published. Customers are free to re-evaluate the information provided and are fully responsible for their course of action following the use of this information.

**n. General:** The use of a mobile phone to emergency services such as 911, 999 or 112 is not guaranteed and must not be relied upon as an alternative to emergency calls via the fixed telephone network or the established marine emergency procedures. Services on the GSM network may be interrupted at any time to facilitate any modification, maintenance or remedial work in respect of the network or GSM services. We will use all reasonable endeavours to keep such events to a minimum. In the event of any fraudulent use of the Product SIM card by its subscriber, We reserve the right to withdraw the service without any prior notification of such withdrawal, although We will attempt to provide warnings by any suitable means.

## **2) Law and Arbitration**

**a.** This contract shall be governed by law in England and You hereby submit to the non exclusive jurisdiction of the English Courts.

**b.** Any dispute arising under this Contract, which does not involve a complicated issue of law or a sum exceeding £5,000 (or such sum as may be set from time to time by the relevant governing trade or government authority) may be referred to arbitration by either party under the procedures of the Chartered Institute of Arbitrators.

## **3) Limit of Liability**

**a.** For the avoidance of doubt, We have no obligation, duty or liability in contract, tort (including negligence or breach of statutory duty) or otherwise beyond that of a duty to exercise reasonable skill and care.

**b.** Subject to Clause 2.b in any event We have no liability whatever whether in contract, tort (including negligence or breach of statutory duty) or otherwise for the acts or omissions of other providers of telecommunications services or for faults in or failures of the Service or SIM card. In any event, Our maximum liability to You is the amount You have paid Us during the previous 12 months for the use of this Service.

**c.** We do not exclude or restrict liability for death or personal injury resulting from Our own negligence or from the breach of its obligation to exercise reasonable skill and care or liability arising by virtue of Part 1 of the Consumer Protection Act 1991.

**d.** Subject to Clause 2.b, in any event Our liability in contract, tort (including negligence and breach of statutory duty) or otherwise arising by reason of or in connection with this Contract or howsoever otherwise shall be limited to £500,000 for any one incident or series of related incidents and £1,000,000 for any series of incidents related or unrelated in any period of 12 months.

**e.** In any event in no circumstances shall We be liable in contract tort (including negligence and breach of statutory duty) or otherwise for loss (whether direct or indirect) of profits, business, revenue or anticipated savings or for any indirect or consequential loss, wasted expenses financial loss data being lost or harmed or damage whatever.

**f.** Where the Customer does not take the Service in the course of a business (or hold himself out as doing so), this Clause 3 does not affect the Customer's statutory rights.

**g.** Each provision of this Clause 3 is to be construed as a separate limitation applying and surviving even if for any reason one or other of the said provisions is inapplicable or held unreasonable in any circumstances and shall remain in force notwithstanding termination of this Contract.

**h.** The Customer shall forthwith indemnify Us against all claims losses, liabilities, costs and damages that We may incur that anyone other than the Customer threatens or makes against Us because of the way the Service is used or because the Service is faulty or cannot be used arising otherwise than by reason of default on Our part.

#### **4) Service Provider**

The TravelTalk SIM Service is provided by Swiftnet Limited of 6th Floor, Britannia House, 960 High Rd, London N12 9RY. Telephone: 0208 446 9494. Fax: 0208 446 7010. Email: assist@swiftnet.co.uk

#### **5) Force Majeure**

We are not liable for any breach of this Contract where the breach was caused by Our part, insurrection or civil disorder, war or military operations national or local emergency, acts or omissions of government, highway authority, regulatory authority or other competent authority, Our compliance with any obligation under a statute, international treaties and other international agreements, industrial disputes of any kind (whether or not involving Our employees), fire, lightning, explosion, flood, subsidence, weather, other telecommunication service providers and foreign GSM or GPRS operations or any other cause whether similar or dissimilar outside Our reasonable control.

#### **6) Our General Powers**

We reserve the right to:

- a. alter the name or number of the customer's mobile phone, or other name, code or number or SIM card whatsoever allocated by Us from time to time for use in connection with the Service;
- b. to terminate the service or in an emergency, temporarily to suspend Service to the Customer wholly or in part for the purpose of the provision of temporary emergency telecommunication services; and
- c. to give such instructions concerning the use of Service as We decide from time to time in the interests of safety and quality of service, to the Customers of the Service as a whole and the Customer agrees to comply with such instructions.

**Terms & Conditions**