

ONECOM LIMITED

Individual User Mobile Terms and Conditions

These Mobile Terms and Conditions are the terms on which Onecom will supply Goods and Services to you, the Customer. Please read these terms and conditions carefully before you submit your Order to Onecom. These terms tell you who we are, how we will provide the Goods and Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

1 Contract structure and contracting entity

1.1 These are the terms and conditions on which Onecom will supply Goods and Services to the Customer.

1.2 The Contract shall comprise of:

1.2.1 each Order Form;

1.2.2 these Conditions; and

1.2.3 the relevant Provider Agreement.

If there is any conflict between the documents listed above, the document higher in the list shall take precedence.

2 Interpretation

2.1 Definitions

In the Contract, the following definitions apply:

Applicable Law the laws of England and Wales and any other laws and regulations that apply to providing or receiving Goods and/or Services;

Authorised Contacts individuals authorised to act on behalf of the Customer in relation to the Services;

Business Day a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

Charges the charges for the Goods and/or Services provided by Onecom as set out on the Order Form, prior to the application of any Investment;

Commencement Date in respect of any Order, the earlier of the date upon which: i) Onecom accepts such Order; ii) the Provider begins to provide the Network Services in respect of that Order; or iii) where it is a Goods-only Order, Onecom dispatches the Goods;

Conditions the terms and conditions set out herein;

Contract has the meaning given in clause 1.2;

Customer the party identified as the Customer on the Order Form;

Downward Migration in respect of a Connection, the transfer (at the Customer's request) from one tariff provided by the Provider to another tariff with that Provider but with a lower monthly access fee/line rental charge;

Goods the equipment detailed on the Order Form which is intended for use with the Network Services, such as a mobile phone or accessory and/or Third Party Software;

Intellectual Property Rights patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

Investment the investment by Onecom detailed on the Order Form, being a financial incentive such as a tech fund, cashback/rebate, or a discount applied to the Goods;

Investment Recovery Charge a sum equal to the total Investment paid or provided to the Customer plus a £100 administration charge;

Minimum Term the minimum term of the relevant Provider Agreement, as set out on the Order Form;

Network Services the mobile phone services described on the Order Form and provided by the Provider pursuant to the Provider Agreement;

Onecom Onecom Limited (Company No. 04031272) whose registered office is Onecom House, 4400 Parkway, Whiteley, Fareham, Hampshire, PO15 7FJ;

Order the Customer's acceptance of an Order Form and, where applicable, related Provider Agreement(s);

Order Form (i) for telephone sale verbal contracts, the details confirmed and/or agreed by the Customer on a verification call and which are summarised in written form provided to the Customer following such call, and (ii) in all other cases, a document provided to the Customer headed 'Order Form';

Provider the third-party provider of the Network Services to the Customer as identified on the Order Form, and, where there is more than one such Provider, references to Provider shall be construed as references to the relevant Provider;

Provider Agreement the agreement between the Customer and the Provider for provision of Network Services;

Provider Recovery Charges the sums charged by the Provider for termination of a Provider Agreement before expiry of its Minimum Term;

Services the account management services provided by Onecom (if any), which are ancillary to the Network Services;

Shipping Address in relation to a particular delivery, the shipping address set out on the Order Form relating to such delivery, or such other address agreed between the parties in writing; and

Third Party Software third party software licensed under and subject to the terms of any end user license agreement (including shrink-wrap or click-through software

licenses) or open source license provided with it, as detailed in an Order, which may include software which is (i) embedded in an item of equipment supplied by Onecom, or (ii) provided by Onecom and downloaded to any item of Customer equipment.

3 Information about Onecom and how to contact us

3.1 Onecom Limited is a limited company registered in England and Wales with Company No. 04031272 whose registered office is Onecom House, 4400 Parkway, Whiteley, Fareham, Hampshire, PO15 7FJ.

3.2 The Customer can contact Onecom by telephoning the Onecom customer service team on 03300 888 999 (Option 1) or by writing to care@onecom.co.uk or Customer Services, Onecom House, 4400 Parkway, Solent Business Park, Fareham, Hampshire, PO15 7FJ.

3.3 If Onecom has to contact the Customer, it shall do so by telephone or by writing to the email address or postal address provided by the Customer and set out in the Order Form.

4 Contract

The Contract shall commence on the Commencement Date and shall continue until:

4.1 the Provider Agreement is terminated in accordance with its terms whereupon the Contract shall automatically terminate; or

4.2 it is terminated in accordance with these Conditions.

5 Provider Agreement

5.1 The Customer agrees to comply with the terms of the Provider Agreement and acknowledges and agrees that:

5.1.1 Onecom facilitates the entry into the Provider Agreement between the Customer and the Provider, but is not a party to it and has no liability to the Customer in relation to it or any breach of it by the Provider;

5.1.2 the Network Services shall be supplied by the Provider in accordance with the terms of the Provider Agreement;

5.1.3 the Customer's obligations to the Provider (including in relation to payment of charges) are separate to the Customer's obligations to Onecom; and

5.1.4 the Services are separate from, and ancillary to, the Network Services.

5.2 If the Provider Agreement is terminated before the expiry of the Minimum Term, the Contract shall automatically terminate in accordance with clause 4.1 and the provisions of clause 21 shall apply.

5.3 The Customer shall not vary the terms of the Provider Agreement without Onecom's prior written consent.

6 Additional Orders

6.1 By agreement with Onecom, the Customer may (from time to time) provide Onecom with the names, email addresses and telephone numbers of those individuals who are authorised by the Customer to make, and from whom Onecom may accept, changes to the Customer's account, existing Network Services and Orders, and additional Orders for Network Services, Goods and/or Services. The Customer may, at any time and by giving not less than 2 Business Days' written notice, notify Onecom of changes to the individuals authorised under this clause 6.1. Such notification shall not affect the validity of any action taken by Onecom prior to expiry of such notice.

6.2 Where the Customer requires additional Network Services (such as additional connections) under an existing Provider Agreement, and where agreed by Onecom and accepted by the relevant Provider, an Order shall:

6.2.1 constitute authority for Onecom, as agent for the Customer, to execute such documents and take such other steps as are necessary to give effect to such Order with the Provider;

6.2.2 incorporate the terms of the applicable Provider Agreement as between the Customer and the Provider in relation to the additional Network Services; and

6.2.3 as between the Customer and Onecom, be on and subject to these Conditions.

7 Right to cancel this Contract

7.1 The Customer has the right to cancel this Contract within 14 days without giving any reason.

7.2 The cancellation period will expire 14 days after the latest of:

7.2.1 the day after the day the Goods are delivered to the Customer;

7.2.2 the date the Services commence; or

7.2.3 the date Onecom accepts the Customer's Order.

7.3 To exercise the right to cancel, the Customer must inform Onecom of their decision to cancel the Contract by a clear statement (e.g. a letter sent by post or email). The Customer can use the model cancellation form set out at the end of these Conditions, but it is not obligatory.

7.4 To meet the cancellation deadline, it is sufficient for the Customer to send their communication concerning the exercise of their right to cancel before the cancellation period has expired.

7.5 If the Customer cancels the Contract, Onecom will reimburse the Customer for all payments received from the Customer, including the costs of delivery (except for the supplementary costs arising if the Customer has chosen a type of delivery other than the least expensive type of standard delivery offered by Onecom).

- 7.6 Onecom may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by the Customer.
- 7.7 Onecom will make the reimbursement without undue delay, and not later than:
- 7.7.1 14 days after the day Onecom receives back from the Customer any Goods supplied; or
- 7.7.2 (if earlier) 14 days after the day the Customer provides evidence that they have returned the Goods; or
- 7.7.3 if there were no Goods supplied, 14 days after the day on which Onecom is informed about the Customer's decision to cancel the Contract.
- 7.8 Onecom will make the reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise; in any event, the Customer will not incur any fees as a result of the reimbursement.
- 7.9 If the Customer has received Goods:
- 7.9.1 the Customer shall send back the Goods to Onecom, without undue delay and in any event not later than 14 days from the day on which the Customer communicates their cancellation of the Contract to Onecom; and
- 7.9.2 the Customer shall bear the direct cost of returning the Goods to Onecom.
- 7.10 The Customer will also be liable for any diminished value of the Goods resulting from handling, other than what is necessary to establish the nature, characteristics and functioning of the Goods.
- 8 Goods – ordering and delivery**
- 8.1 Where the Order is for the purchase of Goods only, clauses 4, 11 and 13 shall not apply.
- 8.2 Onecom reserves the right to amend the specification or model of any of the Goods if required by any applicable statutory or regulatory requirements, if the manufacturer changes such specification or discontinues such model, or if stock of such model becomes otherwise unavailable, between the date of the Order and the time of despatch. Onecom will endeavour to ensure that any such substituted Goods will be of equal or better quality.
- 8.3 During the order process Onecom will let the Customer know when the Goods will be delivered to the Customer. Onecom will deliver the Goods as soon as reasonably possible and in any event within 30 days after the day Onecom accepts the Order.
- 8.4 Onecom shall deliver the Goods to the Shipping Address.
- 8.5 Delivery of the Goods shall be completed on the arrival of the Goods at the Shipping Address.
- 8.6 The Customer is under a duty to inspect the Goods on delivery.
- 8.7 Onecom is not responsible for delays outside of its control. If the delivery of the Goods is delayed by an event outside of Onecom's control, Onecom will contact the Customer as soon as possible to let the Customer know and Onecom will take steps to minimise the effect of the delay. Provided that Onecom does this, Onecom will not be liable for delays caused by the event, but if there is a risk of substantial delay the Customer may contact Onecom to end the Contract and receive a refund for any Goods the Customer has paid for but not received.
- 8.8 Delays in the delivery of Goods shall not entitle the Customer to:
- 8.8.1 refuse to take delivery of the Goods; or
- 8.8.2 claim damages.
- 8.9 Onecom shall have no liability for any failure to deliver, or delay in delivering, the Goods to the extent that any failure is caused by the Customer's failure to provide Onecom with adequate delivery instructions for the Goods or the Customer's failure to comply with any reasonable instruction related to the delivery of the Goods.
- 8.10 If the Customer fails to take delivery of the Goods within 3 Business Days of Onecom notifying the Customer that the Goods are ready and/or fails to provide any instructions required to enable the Goods to be delivered on the date quoted for delivery:
- 8.10.1 delivery of the Goods shall be deemed to have been completed at 9.00am on the fourth Business Day following the day on which Onecom notified the Customer that the Goods were ready; and
- 8.10.2 Onecom shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 8.11 If 5 Business Days after Onecom notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, Onecom may resell or otherwise dispose of part or all of the Goods.
- 9 Goods – warranties, replacements and returns**
- 9.1 Goods, where new, are provided with the benefit of and subject to the manufacturer's warranty and guarantee (**Manufacturer's Warranty**). Details of the Manufacturer's Warranty are set out on the relevant manufacturer's website or in the user guide or license relating to the Goods (including the duration of any warranty period).
- 9.2 Goods referred to as 'pre-owned' or 'nearly new' have been returned to Onecom by customers (usually during the first 14 days after delivery) with no reported faults. They have been tested to ensure they are fit for purpose and of satisfactory quality. Pre-owned devices are provided with original accessories and user guides, and in original packaging whenever possible (but the Customer acknowledges that substitute packaging may be used).
- 9.3 Goods referred to as 'refurbished' have been through a recycling programme. They have been tested to ensure they are fit for purpose and of satisfactory quality. Refurbished devices are provided with a data cable and SIM key, but without any other accessories or user guides, and not in original packaging.
- 9.4 Pre-owned and refurbished Goods are supplied with the benefit of and subject to the Manufacturer's Warranty save that the warranty period shall be limited to 12 months from delivery.
- 9.5 Where Goods supplied to the Customer are or become faulty during the relevant Manufacturer's Warranty period and for a reason covered by the Manufacturer's Warranty (which excludes the Customer's acts, omissions or misuse):
- 9.5.1 The Customer should report the fault to Onecom's customer services team on 03300 888 999.
- 9.5.2 The Customer must re-package the faulty Goods and ensure that such Goods and all original accessories are returned to Onecom at the Customer's cost and risk by such post or courier service as shall ensure proof of delivery and sufficient insurance to cover the value of the Goods to Onecom Limited, Distribution Centre, Unit 2 Fulcrum 4, Solent Way, Whiteley, Hampshire, PO15 7FT (or as otherwise directed by Onecom).
- 9.5.3 Onecom shall inspect the returned Goods and may return them to the manufacturer.
- 9.5.4 Onecom may, at its sole discretion and subject to inspection of the faulty Goods, elect to either:
- (a) provide replacement Goods (subject to clause 9.6); or
- (b) refund such sum as Onecom reasonably considers to be the current market value of the faulty Goods.
- 9.6 The Customer acknowledges that, where it is determined (either by Onecom acting reasonably, or by the manufacturer) that the fault is not covered by the Manufacturer's Warranty, the Customer remains liable for any sums outstanding in respect of such Goods and:
- 9.6.1 where the faulty Goods can be repaired:
- (a) the Customer shall return to Onecom any replacement Goods supplied pursuant to clause 9.5.4(a) (at the Customer's cost and risk) or pay Onecom the full cost of such replacement Goods; and
- (b) at the Customer's option, Onecom shall (i) repair the faulty Equipment and the Customer shall pay the cost of repair, or (ii) return the faulty Equipment to the Customer at the Customer's cost and risk and the Customer shall pay a diagnostic fee of £40 plus VAT, or (iii) dispose of faulty Equipment in accordance with the Waste Electric and Electronic Equipment (WEEE) Regulations 2013 and the Customer shall pay a diagnostic fee of £40 plus VAT;
- 9.6.2 where the faulty Goods cannot be repaired, the Customer shall pay Onecom the full cost of any replacement Goods supplied pursuant to clause 9.5.4(a).
- 9.7 The Customer acknowledges and accepts that it is solely responsible for ensuring the backup of any important or confidential data stored on the Goods prior to their return to Onecom and the Customer agrees that Onecom will not be liable if any such data is lost or corrupted during any process set out in clauses 9.5 and 9.6.
- 9.8 Notwithstanding the foregoing provisions of this clause 9, no liability will be accepted under any Goods warranty or guarantee where any Customer invoice is overdue.
- 10 Ownership of the Goods**
- 10.1 The Goods will be the Customer's responsibility from the time Onecom delivers the Goods to the Shipping Address.
- 10.2 The Customer will not own the Goods until Onecom receives full payment for the Goods.
- 10.3 In respect of Goods which Onecom has provided or paid for (in whole or in part) by way of Investment, the Customer shall not own the Goods until:
- 10.3.1 the Provider has received payment in full (in cash or cleared funds) of all sums due from the Customer under the Provider Agreement in respect of the Minimum Term (including any Provider Recovery Charges); and
- 10.3.2 where applicable, Onecom has received payment in full (in cash or cleared funds) of any Investment Recovery Charge.
- 10.4 Title to subscriber identity module (SIM) cards provided to the Customer to enable use of the Provider shall not pass to the Customer and is governed by the terms of the Provider Agreement.
- 10.5 Until the Customer owns the Goods, the Customer shall:
- 10.5.1 maintain the Goods in satisfactory condition and in accordance with the relevant manufacturer's warranty, guarantee and user guide;
- 10.5.2 keep them insured against all risks for their full replacement value from the date of delivery; and
- 10.5.3 give Onecom such information relating to the Goods as Onecom may require from time to time.
- 11 Services**
- 11.1 Where Onecom has agreed to dates, levels or standards in respect of the performance of any Services, such criteria must be detailed in writing on an Order Form.
- 11.2 Onecom shall have the right to make any changes to the Services which are necessary to comply with any Applicable Law or safety requirement or which do not materially affect the nature or quality of the Services.
- 12 Third party software**
- 12.1 Third Party Software is licensed under and subject to the terms of any standard form end user license agreement (including shrink-wrap or click-through software licenses) and open source license provided with the Goods.
- 12.2 Onecom shall not provide support services in relation to Third Party Software unless specified otherwise on the Order Form.
- 13 Investment**
- 13.1 In addition to the provisions set out in these Conditions, Investment is subject to any terms and conditions set out on the Order Form.

- 13.2 Investment accrues to the Customer's Investment Account in equal monthly amounts at the end of each completed month of the Minimum Term. The amount standing to the credit of the Customer's Investment Account is available for use as set out in the relative Order Form.
- 13.3 Unless agreed otherwise by Onecom, Investment shall only accrue and be released or made available to the Customer in equal amounts (calculated by dividing the total Investment by the number of months in the Minimum Term) at the end of each completed month of the Provider Agreement during the Minimum Term. If total Investment changes during the Minimum Term, future monthly accrual amounts will be adjusted accordingly. For the avoidance of doubt, Investment ceases to accrue:
- 13.3.1 in respect of all relevant Connections upon termination of the Contract and/or the Provider Agreement for any reason; and
- 13.3.2 in respect of any Connection upon disconnection from the Provider's network, Downward Migration or transfer away from Onecom of the account management of that Connection.
- 13.4 Onecom reserves the right to withhold payment or release of any Investment should the Customer fall into arrears under the Provider Agreement, the Contract or any other contract between Onecom and the Customer.
- 13.5 One type of Investment is not transferable to another type of Investment.
- 13.6 The Customer shall pay the Investment Recovery Charge:
- 13.6.1 in respect of any Connection, upon disconnection from the Provider's network, Downward Migration or transfer away from Onecom of the account management of that Connection; and
- 13.6.2 in respect of all Connections, upon termination of the Contract and/or the Provider Agreement before expiry of the Minimum Term.
- 14 Charges**
- 14.1 Onecom reserves the right, by giving written notice to the Customer at any time before delivery of the Goods or provision of the Services, to increase the Charges to reflect any increase in the cost to Onecom which is due to any:
- 14.1.1 factor beyond the control of Onecom (including any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture);
- 14.1.2 change in delivery dates, quantities or specifications for the Goods and/or Services which are requested by the Customer; or
- 14.1.3 delay caused by any instructions of the Customer or failure of the Customer to give Onecom adequate information or instructions.
- 14.2 If the Customer does not agree with the changes to the Charges as set out in clause 14.1 then the Customer may contact Onecom to terminate the Contract in accordance with clause 19.
- 14.3 Unless otherwise stated on the Order Form, all prices are inclusive of Onecom's charges for packaging, delivery and value added tax.
- 15 Payment**
- 15.1 Onecom shall invoice the Customer on or at any time after acceptance of the Order, delivery of the Goods and/or the provision of the Services (as applicable) or as otherwise specified on the Order Form.
- 15.2 For the avoidance of doubt, the Provider shall invoice the Customer in respect of Network Services.
- 15.3 If payment is not received by Onecom and the Customer has already received the Goods, the Customer must:
- 15.3.1 pay for such Goods within 30 days; or
- 15.3.2 return them to Onecom as soon as possible. The Customer must keep the Goods in their possession, take reasonable care of them (including ensuring that the Customer follows any instructions or manuals given with the Goods) and not use them before the Customer returns them to Onecom.
- 15.4 If the Customer does not return the Goods (such as where the Customer has not paid for them) Onecom may collect the Goods from the Customer at the Customer's expense. Onecom will try to contact the Customer to let them know it intends to do this.
- 15.5 The Customer shall pay each invoice submitted by Onecom within the number of days from the date of such invoice as set out on the Order Form (or if no such number is so set out then within 14 days), and in full and in cleared funds to a bank account nominated in writing by Onecom.
- 15.6 Payment shall be made on or before the due date for payment (**Due Date**) notwithstanding that delivery or provision may not have taken place and/or that the title to the Goods has not passed to the Customer.
- 15.7 Onecom may credit assess the Customer from time to time to determine the credit limit on the Customer's account. If Onecom is not satisfied as to the creditworthiness of the Customer, it may notify the Customer that no further credit will be allowed and may require all amounts owing by the Customer to Onecom to be paid immediately.
- 15.8 Without limiting any other right or remedy of Onecom, if the Customer fails to make any payment due to Onecom under the Contract or any other contract between Onecom and the Customer by the relevant due date for payment, Onecom shall be entitled to:
- 15.8.1 cancel any Order or suspend any further provision of Goods and/or Services to the Customer;
- 15.8.2 deduct monies up to the value of the overdue amount from any sum standing to the credit of the Customer's account with Onecom, including any Investment;
- 15.8.3 suspend payment or availability to the Customer of any Investment;
- 15.8.4 blacklist the Equipment on the Central Equipment Identity Register (which renders such Equipment unusable); and
- 15.8.5 charge interest on the overdue amount at the rate of 3% per annum above the then current Bank of England base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.
- 15.9 If the Customer disputes the amount of any Onecom invoice:
- 15.9.1 the Customer shall pay any undisputed portion of the invoice;
- 15.9.2 the Customer shall write to Onecom within 10 Business Days of the date of the invoice providing details of:
- (a) the nature and reason for the dispute;
- (b) the amount in dispute; and
- (c) any evidence to support the disputed amount;
- 15.9.3 if Onecom can demonstrate that the invoice is correct Onecom shall be entitled to charge interest in accordance with clause 15.8.5; and
- 15.9.4 if Onecom determines that the disputed invoice is incorrect Onecom shall issue a corrected invoice and/or apply the relevant credit to the Customer's account.
- 16 Customer obligations**
- 16.1 The Customer shall:
- 16.1.1 ensure that the Order Form is complete and accurate;
- 16.1.2 co-operate with Onecom in all matters relating to the Goods and/or Services;
- 16.1.3 follow all reasonable instructions from Onecom from time to time in connection with the Services;
- 16.1.4 provide Onecom with such information and materials as Onecom may reasonably require to supply the Services, and ensure that such information is accurate; and
- 16.1.5 authorise Onecom to act on its behalf in all dealings with third parties in connection with any matter that enables Onecom to provide or continue to provide the Customer with the Services.
- 16.2 If Onecom's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 16.2.1 Onecom shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Onecom's performance of any of its obligations;
- 16.2.2 Onecom shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Onecom's failure or delay to perform any of its obligations as set out in this clause 16.2; and
- 16.2.3 the Customer shall reimburse Onecom on written demand for any costs or losses sustained or incurred by Onecom arising directly or indirectly from the Customer Default.
- 17 Limit on Onecom's responsibility to the Customer**
- Except for any legal responsibility that Onecom cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of the Customer's personal information, Onecom is not legally responsible for:
- 17.1 losses that were not foreseeable to the Customer and Onecom when the Contract was formed;
- 17.2 losses that were not caused by any breach by Onecom of the Contract;
- 17.3 business losses; and
- 17.4 losses to non-consumers.
- 18 Term**
- The Contract shall commence on the Commencement Date and shall continue unless it is cancelled in accordance with clause 7 until:
- 18.1 the Provider Agreement is terminated for any reason, whereupon the Contract shall automatically terminate. Where there is more than one Provider Agreement, the Contract shall only terminate in respect of the terminated Provider Agreement and the Goods and Services supplied in relation thereto, and shall continue in respect of any continuing Provider Agreement; or
- 18.2 terminated pursuant to clause 19 or clause 20.
- 19 Customer rights to end the Contract**
- The Customer may end the Contract if:
- 19.1 Onecom has advised the Customer about an upcoming change to the Goods or these Conditions which the Customer does not agree with;
- 19.2 Onecom has advised the Customer about an error in the price or description of the Goods and/or Services the Customer has ordered and the Customer does not wish to proceed;
- 19.3 there is a risk that the supply of the Goods may be significantly delayed because of events outside Onecom's control; or
- 19.4 the Customer has a legal right to end the Contract because of something Onecom has done wrong.
- 20 Onecom rights to end the Contract**
- Onecom may end the contract at any time by writing to the Customer if the Customer does:
- 20.1 not make any payment to Onecom when it is due and the Customer does not make payment within 10 days of Onecom reminding the Customer that payment is due;

- 20.2 not, within a reasonable time, provide Onecom with information that is necessary for Onecom to provide the Goods and/or Services; or
- 20.3 not, within a reasonable time, allow Onecom to deliver the Goods to the Customer.
- 21 Consequences of termination**
- On termination of all or part of the Contract for any reason:
- 21.1 Onecom will issue an invoice to the Customer (**Closing Invoice**) in respect of:
- 21.1.1 any Goods and Services supplied but not yet invoiced in full; and
- 21.1.2 where applicable, the Investment Recovery Charge.
- 21.2 the Closing Invoice will be payable by the Customer immediately on receipt;
- 21.3 all payments payable to Onecom by the Customer under this Contract shall become immediately due and payable;
- 21.4 any remaining Investment (either accrued to the date of termination or which would have accrued to the end of the Minimum Term had the Contract not been terminated) shall be forfeited in full to Onecom;;
- 21.5 where any Goods are to be returned to Onecom, the Customer shall be responsible for the costs in returning the Goods to Onecom. The Customer shall send back the Goods to Onecom without undue delay and in any event not later than 14 days from the day on which the Contract is terminated. The Customer will also be liable for any diminished value of the Goods resulting from the handling and use of the Goods other than fair wear and tear;
- 21.6 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 21.7 the following clauses shall continue in force: clause 2 (Interpretation), clause 17 (Limit on Onecom's responsibility to the Customer), clause 21 (Consequences of termination), clause 23 (Data protection), clause 24.1 (Intellectual property), 24.3 (Waiver), and clause 24.6 (Governing law and jurisdiction).
- 22 Complaints**
- If the Customer wishes to make a complaint about the Services, the Customer must follow the Onecom Complaints Procedure <https://onecom.co.uk/complaints-procedure-2/> (or any other online address that Onecom advises the Customer of).
- 23 Data protection**
- 23.1 The Customer's privacy and personal information are important to Onecom. Any personal information that the Customer provides to Onecom will be dealt with in line with Onecom's Privacy Policy, which explains what personal information Onecom collects, how and why Onecom collects, stores, uses and shares such information, the Customers' rights in relation to their personal information and how to contact Onecom and any supervisory authorities if the Customer has a query or complaint about the use of the personal information.
- 23.2 Onecom's Privacy Policy (as amended from time to time) is available at <https://onecom.co.uk/privacy-policy/> (or any other online address that Onecom advises the Customer of).

- 24 General**
- 24.1 Intellectual property**
- All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Onecom or its licensors.
- 24.2 Severance**
- If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 24.3 Waiver**
- Even if Onecom delays in enforcing the Contract, Onecom can still enforce it later. If Onecom does not insist immediately that the Customer does anything that is required under these terms, or if Onecom delays in taking steps against the Customer in respect of the Customer breaking the Contract, that will not mean that the Customer does not have to do those things and it will not prevent Onecom taking steps against the Customer at a later date. For example, if the Customer misses a payment and Onecom does not chase the Customer but Onecom continues to provide the Goods and/or Services, Onecom can still require the Customer to make the payment at a later date.
- 24.4 Assignment and other dealings**
- 24.4.1 Onecom may at any time assign its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 24.4.2 The Customer shall not, without the prior written consent of Onecom, assign any of its rights or obligations under the Contract.
- 24.5 Third party rights**
- No one other than a party to the Contract shall have any right to enforce any of its terms.
- 24.6 Governing law and jurisdiction**
- The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Onecom Model Cancellation Form

Complete and return this form only if you wish to withdraw from the Contract

To: Onecom Limited
Onecom House
4400 Parkway
Whiteley
Fareham
PO15 7FJ

Telephone: 03300 888 999

Email: care@onecom.co.uk

I/We [*] hereby give notice that I/we [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*]:

.....
.....
.....
.....(description of products)

Ordered on [*]/received on [*]:(dates)

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is notified on paper):

Date:

[] Delete as appropriate*