



Pay As You Go - Terms and conditions

1 Definitions

1.1 Parties

"The Phone Co-op", **"Us"** or **"We"** means The Phone Co-op Limited (part of The Midcounties Co-operative, Industrial and Provident Society, registered number IP19025R, registered address, Warwick Technology Park, Gallows Hill, Warwick, CV34 6DA). **"Our"** will be interpreted accordingly.

"You" or **"Customer"** means the person entering into this Agreement, including any person We reasonably believe is acting on that person's authority, and who may be connected to the Services. **"Your"** will be interpreted accordingly.

1.2 Other definitions

"Acceptable Use Policy" (AUP) means Our policy that describes the principles governing the use of the Services and is designed to help protect You and Our other customers from irresponsible, unethical, abusive or illegal activities. It is published [here](#) on the Website.

"Age Restricted Services" mean any provision of access to third party services or content that are specified for use only by customers over a specific age.

"Agreement" means these Terms and Conditions of Service (as amended by Us on occasions and as they apply to the Services You choose), Acceptable Use Policy, the Price List and any supplemental Agreement (including, where applicable, any Service Level Agreement) that We may enter into with You regarding the Services. Your Agreement with Us for non-prepaid broadband, landline and mobile services (if applicable and as detailed [here](#)) will remain in force.

"Airtime" means wireless communication services and network capacity procured from the Network Operator.

"AUP" means Our Acceptable Use Policy, as detailed above.

"Bundle" means a bundle inclusive of texts, minutes, data, or other, which You buy from Us.

"Charges" means the charges for Services payable to Us by You in accordance with the Price List.

"Commencement Date" means the date upon which You are first connected to the Services.

"Content" means information, communications, images and sounds, software or any other material contained on or available through the Services.

"Credit Balance" means the remaining balance on Your SIM used for paying for the Services.

"Dongle" means a USB modem or similar device to connect Your computer to the mobile network for accessing the Internet.

"Equipment" means the hardware, such as a mobile phone, tablet or other computer, Dongle or accessory that uses the SIM to access the Services, and which may or may not have been purchased from Us.

"Network Operator" means the network operator who operates the wireless telecommunications network or networks to which the SIM is connected and from whom We procure Airtime.

"Member" means a member of The Phone Co-op Limited, who together own the business and participate in its governance. Read [more](#).

"Website" means www.thephone.coop.

"PAC" means Porting Authorisation Code and is a unique identifier (normally 9 characters long and in the format "ABC123456") used to transfer a mobile number between service providers.

"Period" means period in which the SIM is connected to the Service.

"Personal Data" includes: a) all information provided by You as part of Your use of the Services and/or should You choose to register as or join as a Member, and b) call and network traffic information generated by Your use of the Service.

"Price List" means the material published by us on the Website [here](#), which includes the prices and rates for the Service or Equipment.

"Roaming" means the arrangement under which the Service may be used while connected to other operators' networks, usually outside the UK.

"Services" or **"Service"** includes, without limitation, the Airtime & Bundles provided by Us in accordance with this Agreement.

"SIM" means the subscriber identity module supplied by Us (and which shall remain Our property) which contains Your mobile telephone number and is used to access the Service.

"SMS" means Short Messaging Service, which enables text messages to be sent and received via Equipment connected to the Service.

"Top-up" a prepayment that is used to pay for the Services. Instructions on how to Top-up are available on the Website and in Our guide accompanying Your SIM.

2 Our Obligations

We will use all reasonable efforts to connect and activate SIMs to the Service, allocate numbers appropriately to SIMs and ensure the Services continue to be provided throughout the term of Your Agreement. We will take all reasonable steps to make the Services available to you at all times.

Despite all reasonable efforts to ensure Your access to the Services, We do not guarantee their availability and accordingly We will have no liability to You, however occurring, in the event of any interruption to - or failure of - them, whatever the reason.

We aim to provide high standards of customer services within the hours published on the Website here. We will endeavour to provide the same quality of Service to each customer, without discrimination.

We will use all reasonable care and skill to provide You with high quality Services.

We will correct any failures in the Services as soon as it is reasonably practical unless the failure is caused by circumstances beyond Our control, as covered in Section 4.

3 Your Obligations

You agree to purchase the Services on the terms of this Agreement. You will ensure that:

- Your Equipment is in good working order, not locked to another network and complies with all the applicable standards and approvals so as to enable the provision of the Services;
- You comply with our Acceptable Use Policy and do not use the Services for any improper, unethical, offensive or unlawful purposes, and not allow others to do so. You do not permit or suffer Your employees, members of Your household, or any other persons, to act or omit to act in any way which may injure or damage any persons' property, or in a way which may cause the quality of any aspect of the Services to be degraded;
- You do not use the Services for any purpose other than that for which they were designed or intended;
- You comply with this Agreement and any reasonable instructions We give You relating to the use of the Services, and provide reasonable assistance to enable Us to provide the Services;
- While using the messaging services, you must not send or upload: (a) anything that is copyright protected, unless you have permission; (b) unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; or (c) anything that is obscene, offensive, abusive, defamatory, menacing, harassing, and threatening or is unlawful in any other way.
- You must notify Us immediately on becoming aware that any SIM or Your Equipment has been lost or stolen or that any person is making improper or illegal use of the Services so that we can suspend the Services. You will be responsible for any charges incurred as a result of unauthorised use of any SIM, until We have suspended the Service. We are not responsible for any lost information on the SIM. We will not give you refunds for the cost of Your Equipment, Credit Balance, a Bundle or for any Services used, but We will send You another SIM and transfer Your number. We reserve the right to charge for a replacement SIM, according to the Price List.

4 Service Standards

You acknowledge that We are entirely dependent upon the Network Operator and Our other suppliers in relation to the quality of Airtime, in relation to connection quality and call interference; and the geographic extent of Airtime coverage and local geography, topography and/or atmospheric conditions and/or other causes of physical or electromagnetic interference that may from time to time adversely affect the provision of Airtime.

We may, where reasonable, from time to time and without notice suspend the Service in any of the following circumstances, provided that We use reasonable endeavours to restore the Service as soon as reasonably practicable:

- during any technical failure, modification or maintenance of the systems by which the Services are provided; and
- if You fail to comply with the terms of the Agreement after being given notice until such failure is remedied; and
- if You allow to be done anything which in Our reasonable opinion may have the effect of jeopardising the operation of the Service, and
- if in Our reasonable opinion the Service is being used in a manner prejudicial to the interest of You or Us; and
- at Our discretion suspend the Service from making calls (other than to the emergency services) and disconnect the Service if We have reasonable cause to suspect fraudulent use of any payment method or the Service.
- because of an emergency or upon instruction by emergency services or any government or appropriate authority (including the Network Operator) or for Your own security.

If We re-instate the Service following a suspension or disconnection, You may be liable for a re-connection fee if the suspension or disconnection is due to a breach of this Agreement by You.

Suspension of the Service shall not affect the rights and obligations of the parties under this Agreement.

5 Provision of and use of the Service

For the avoidance of doubt We, or the Network Operator, retain title to the SIM card, You are being allowed to use the SIM by Us on a limited licence to enable You to access the Services so you must only use it in respect of the Services. You accept that You do not own any mobile number, voicemail number or any other code We make available to you. In the unlikely event that we need to change any number or code we will notify You by SMS or using the most recent contact details You may have given us.

We shall use reasonable endeavours to ensure any fault with the Service is rectified. If the SIM is faulty (but not through your misuse of it) we'll replace it. We do not offer a fault repair service in respect of Equipment that We have not provided.

You should report any faults in the Service to Our customer services team. Contact details are published on the Website here.

You agree not to use SMSs, or permit or suffer them to be used, for the purpose of marketing or advertising any products or services to users without their consent.

Services are provided for Your personal use only. You agree not to re-sell the SIM or the Services or to commercially exploit them.

You agree that We have no knowledge of, involvement with, or liability for the specific content of any SMS, voicemail message or other network traffic sent to - or by - You.

In the interest of other users, We may establish limits concerning the use of the Services - for example the maximum size of email messages that may be sent or received, and the number and duration of voicemails.

We cannot offer guarantees for Roaming services, as they rely upon third party networks over which We have no control.

Monitoring or recording of Your calls, email or SMS messages may take place only for:

- Quality control and training purposes when contacting Our customer services team.
- To prevent unauthorised use of the network
- Crime prevention or detection, by law enforcement agencies that possess a court warrant.

We reserve the right to remove or refuse to send or store content on your behalf. You may still be charged for any content which is blocked or removed.

6 Charges and Top-ups

6.1 Credit Balances

Each time the Services are used by You (or someone else using Your SIM), the Credit Balance on your account is reduced, according to the Charges in the Price List. Our records are definitive in determining Charges, Credit Balances and the rate of use of the Services.

The Charges payable by You for Services are as set out in the Price List. Unless We expressly agree otherwise or specify in the Price List, all Charges are inclusive of VAT at the applicable rate.

If You use all of Your Credit Balance Your SIM will continue to be capable of receiving incoming calls, and making calls to the emergency services, for the periods set out in Section 6.4.

The maximum Credit Balance allowed on Your SIM is £250.

We reserve the right to refuse to accept debit or credit card payments without giving a reason.

If You owe Us any money and this is not paid when it should have been, We may recover this from any Credit Balance or from any debit or credit card of which You have notified us.

6.2 Bundles

Each Bundle lasts for 30 days, even if You use it all sooner. Your Bundle will not be automatically renewed.

You may only have one Bundle per 30 days and cannot have multiple bundles at the same time. The exception to this is the 30-day data only Bundle which can be added if you are already subscribed to a call and SMS bundle.

Unused allowance in Your existing Bundle will not carry over once it has expired.

Any call, SMS, upload/download or other use of Airtime outside of - or in excess of - Your monthly Bundles allowance will be subject to the Charges set out in the Price List.

We may need to change or withdraw any element of the Bundle as a result of changes made by Our suppliers, it becoming uneconomical / technically impractical or it otherwise not fulfilling its purpose to You or Us.

Bundles are non-transferable and cannot be exchanged for cash or credit.

6.3 Variations

Any changes to the Charges will be published on the Website and available by calling Our customer services team. With the exception of changes resulting from alterations to the applicable VAT rate, at least 30 days' notice will be given of material changes to Charges or Services and reasonable notice will be given of other changes. If We reasonably believe a change will not disadvantage You then it may be enacted without notice.

You may terminate the contract within 30 days of Us telling You about a variation if We change this Agreement to Your material disadvantage.

6.4 Events Outside Our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under this Agreement that is caused by an Event Outside Our Control. An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

If an Event Outside Our Control takes place that affects the performance of Our obligations under this Agreement:

- We will contact You as soon as reasonably possible to notify You; and
- Our obligations under this Agreement will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to You, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

You may terminate the contract if an Event Outside Our Control takes place and You no longer wish Us to provide the Services.

7 Duration, Cancellation and Termination

7.1 Service Period

This Agreement will commence on the Commencement Date and will continue throughout the Service Period until brought to an end by Us, or by transfer to another provider.

We may disconnect Your SIM if, during the previous 180 days, You have not made a Top-up or used the Service. You will be notified and Your mobile telephone number will be designated for reassignment. On reconnection You will be assigned a new telephone number.

7.2 Termination by You

If You wish to change to another mobile provider, and wish to retain Your number, You will need to call Our customer service team to request a PAC. The PAC lasts 30 days and if You do not change provider within that period, and still wish to take your number to another provider,

You will need to request a new PAC. The Service will disconnect when the PAC is used and Your mobile number transfers away.

7.3 Termination by Us

We may end this Agreement or any Service under it at any time by 30 days' notice. In addition to anything else We can do, We can suspend the Services or end this Agreement forthwith at any time without informing You if:

- You are in breach of the AUP;
- You seriously or persistently fail to comply with the terms of this Agreement;
- You fail any fraud prevention check;
- We have good reason for believing that any information You have given Us is false or misleading;
- Despite Our reasonable efforts the Services are no longer available to Us;
- We suspect that a fraudulent or other criminal act is being or may be being committed in respect of the Services;
- We observe a pattern of unusual usage We suspect may indicate potential fraud, such as exceptionally high call volumes;
- We suspect that You are in breach of Our or a third party's intellectual property rights or rights of confidentiality.

7.4 Credit Balances

Upon Termination (by You or Us) or suspension of this Agreement, no credits or refunds will be given for unused Credit Balance.

8 Access to the third party services and the Internet

We have no control over the value or quality of goods, services or Content offered by third parties on, through or in connection with the Services, and We cannot be responsible or liable for them.

The Services may be used by You to access websites, applications and networks worldwide. You agree to conform with their relating to Your use of them.

If You use Your SIM to access the Internet or third party services, it may not be a secure environment. Unwanted programs, material or viruses may be downloaded to Your Equipment without Your knowledge, allowing unauthorised access to - or damage of - Your Equipment and the information stored on it, and We are not liable or responsible for this, however so caused. You will remain responsible for all Charges deducted from Your Credit Balance caused by such issues.

9 Age Restricted Services

You are not permitted to access Age Restricted Services (if any) if You are below the age specified for access. If You are allowed to access the Age Restricted Services by virtue of the fact that You are the specified age or older You must not show or send Content from the Age Restricted Services to anyone below the specified age. If You let anyone under the specified age use Your SIM or Equipment You must ensure You deactivate access to any Age Restricted Services.

10 Personal Data

We operate in accordance with the Data Protection Act 1998, the Regulation of Investigatory Powers Act 2000, as maybe amended or superseded, and other UK / EU legislation and directives.

We are committed to protecting Your privacy and will only process Your Personal Data in accordance with the applicable legislation and directives, and Our [Privacy Policy](#).

When you place an order for our products and services (including when you activate a SIM card) we may collect personal information about you in accordance with our [Privacy Policy](#) and the Data Protection Act 1998. We may share it with our suppliers and with other organisations within the Co-operative Movement ("Co-operative Organisations") to provide the services requested, for credit checking and fraud prevention and for product analysis, and to inform you about membership of The Phone Co-op and the other services we offer. Likewise, we may share your information with other Co-operative Organisations to keep you informed of special offers that you may be entitled to and products and services available from Co-operative Organisations which we believe may be of interest to you. We will not share your information for marketing purposes other than with Co-operative Organisations. For more information explaining how we use your information please see our Privacy Policy which can be found [here](#). If you do not wish to be contacted with such information, please advise us by contacting customer services details of which can be found [here](#).

We may use any information which You provide to us together with other information for providing the Services, for administration and customer service purposes or for any other purpose required by law.

Without limitation We shall be entitled to disclose information provided to a debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider. To enable Us to provide the Services We shall also be entitled to disclose such information to other telecommunications companies or other companies (e.g. those providing the top-up services). We remain responsible for Your Personal Data.

We will keep Your Personal Data for a reasonable period after this Agreement has terminated, in case You decide to use the Services again and may contact You about the Services during this time.

We will not sell, rent or loan any information that identifies You to any third party without Your express consent.

When You use the Service, Your mobile number may be displayed to the receiving party, unless your set your Equipment to withhold it. The emergency services will always see Your mobile number and rough location if You call them. We won't enter Your mobile number or Your name into a directory, or directory enquiries service, unless You ask us to.

11 Intellectual Property Rights

You will be able to upload and send your own content using the Services. You grant us a

royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content you upload on the Services.

All rights, including copyright in the Services and their content, belong to Us, or Our licensed source, such as a content provider. We reserve all Our rights. The 'Coop' trademark and other related images, logos and names on Our Services are proprietary marks of our group of companies. We reserve all our rights.

12 Holding Harmless

You shall hold Us, Our affiliates, subsidiaries, officers, agents, partners, employees and licensors harmless from and against any and all claims, actions and proceedings made or brought by any third party (including intellectual property right holders) against all liabilities, losses, costs, damages (including legal costs as part of a pre-litigation and settlement process or otherwise), and expenses incurred by Us, arising directly or indirectly out of the performance, mis-performance or non-performance of this Agreement whether by You or not.

13 Limitation of liability

We shall under no circumstances whatsoever be liable to the you, whether in contract, tort, breach of statutory duty, or otherwise, for any loss of profit, loss of business, business interruption, or loss of business opportunity, or any not foreseeable loss arising under or in connection with this Agreement.

We will not be liable for faults in Your Equipment which result in Us being unable to provide the Services.

In the event of a failure in the Services We will not be liable for any additional losses or costs if You direct Your traffic or Services to another service provider.

We accept no liability for the loss, late receipt or non-readability of any download, transmission, or other communications.

If You use the Services from a country outside the UK, your use of the Services may be subject to laws and regulations that apply in that other country. We are not liable for your failure to comply with those laws or regulations.

We are only responsible for direct losses as a result of Us breaching this Agreement. Our liability to you in relation to this Agreement is limited to £500 in respect of one event or series of events in any calendar year.

Nothing in this agreement excludes liability in relation to death or personal injury caused by Our negligence, or the negligence of Our employees, agents or subcontractors; or for fraud or fraudulent misrepresentation; or for matters which cannot by law be excluded or restricted.

Except as expressly stated in this Agreement, all warranties, representations, conditions, undertakings or terms, express or implied in respect of Our Services are excluded to the fullest extent permitted by law.

The provisions of this Section will continue to apply even when this Agreement terminates or expires.

14 Complaints

If You have a complaint or query regarding any aspect of the Service please contact Our Customer Services team by phone or in writing. Details of Our Customer Complaints Charter can be found [here](#).

15 Transferring this Agreement

This Agreement applies to anyone you pass the SIM to. You cannot transfer, or assign, or try to transfer or assign this Agreement or any part of it to anyone else without Our prior written consent. We may transfer or assign this Agreement to another provider at any time, in which case, We will inform You.

16 Entire Agreement

This Agreement is governed by English Law and does not affect Your statutory rights. If You require any legal advice, We would suggest that You contact Your local [Citizens' Advice Bureau](#).

The terms of this Agreement set out the whole contract between You and Us for the Services, and supersede all prior negotiations, representations, proposals, understandings etcetera - whether written or oral - relating to the subject matter of this Agreement.

This Agreement is between You and Us. No other person shall have any rights to enforce any of its terms.

Each of the paragraphs of this Agreement 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.

Any waiver, concession or extra time We may allow You is limited to the specific circumstances in which it was given and does not affect its right under this Agreement in any other way.

We reserve the right to change or add to the conditions of this Agreement. If We believe the change is likely to cause You disadvantage then We will give You at least 30 days' notice of any changes or additions by notifying You and/or publishing them on the Website, except where any change is necessary to take into account changes to legislation or directives. Where such changes arise as a consequence of changes by third parties, including but not limited to the Network Operator, We shall only be required to give as much notice as is reasonably practicable. If You are not happy with any of the modifications then You may terminate this Agreement. No refunds or credits will be given for unused Credit Balance.

We will not use this right to vary the terms of any special offer which applies to You.

If We need to notify You We will put notices on the Website, or contact you by SMS or use the most recent contact details You may have given us.