

## HPR Consultants Ltd – Terms & Conditions

### You should read these terms and conditions carefully:

We, we means HPR Consultants LTD Limited, a company registered in England with registered number 8748561

Mobile Phone Equipment means any cellular or landline telephone, subsidies or any other items supplied under this contract. Item means any Mobile Phone Equipment, accessory, promotional items, software, and licences and any other goods or services supplied under this contract.

**Mobile Phone Equipment Offer:** All offers made by us for Mobile and/or Landline Phone Equipment are limited period offers subject to availability and subject to status. All offers may be changed or withdrawn at any time. We will carry out a credit check prior to acceptance of your order.

**Airtime Contract:** All Mobile Phone Equipment and Subsidies are provided subject to a minimum term airtime contract through the relevant Network with HPR Consultants LTD. In order for you to fulfil the minimum airtime contract you must be connected and be using the connections for the minimum airtime term agreed and you are required to return the original signed Network Airtime Contract to HPR Consultants LTD within 14 days of connection. If you terminate the contract early with the Network irrespective of whether or not you have paid termination fees you have not fulfilled the minimum airtime contract with HPR Consultants LTD, please refer to the Early Termination section (below). The Network Terms and Conditions of Supply of Cellular and/or Landline Telephone Services that apply to the supply of airtime under this contract are already with you (at signature stage). You are required to return the original signed Network Airtime Contract to HPR Consultants LTD within 14 days of connection.

**Connection to the Network:** Your contract with the Network for connection to the network is subject to status and acceptance by the Network.

**Ownership:** Ownership of the item will not pass to you until such time as we have received payment of the purchase price in full. In the case of Mobile Phone Equipment offers, ownership shall not pass until you have fulfilled the minimum term of the airtime contract with both the Network and HPR Consultants LTD. If you terminate the airtime contract before the minimum term has been satisfied, you will be responsible for repaying us the **original SIM free retail price** of the Mobile Phone Equipment at the date of your original connection. Until ownership of the item has passed to you HPR Consultants LTD retains the right to bar the use of handsets with the Network.

**Delivery:** Delivery of Mobile Phone Equipment and other items will be made to an address in mainland UK only we will not deliver to a PO Box. We shall endeavour to deliver the items within 3 working days of your order. This delivery period is an estimate only and we cannot accept responsibility for late delivery. We cannot accept responsibility for late delivery due to insufficient or wrong information provided, or delays in the connection process. This includes mandatory proofs requested by the Network and completion of the Network contract. Goods received damaged or with items missing must be reported to us within 24 hours of delivery. It is the customer's responsibility to inspect the delivered package prior to signing for it. If the package is damaged or appears to have been tampered with, opened or resealed in any way then the customer **should not sign and contact HPR Consultants LTD immediately.**

**Warranty Replacement / Repair:** If you believe that your handset or mobile phone equipment is faulty within 14 days we will then make arrangements under the manufacturer's warranty to repair the item, if this is not possible we may replace the handset with a new one of the same model and specification (please see point below regarding customer and/or liquid damage). If an identical handset is not available we will contact you to discuss the options. If your handset becomes faulty after 14 days please contact us to arrange for your handset to be repaired by the manufacturer. The repair process can take up to 8 weeks. We have no control over the manufacturer's repair process. At their discretion and subject to their terms and conditions, the administrators of any insurance policy you may have taken out on the handset may be able to arrange replacement. HPR Consultants LTD has no power over insurance providers whether network or 3rd party. Damage found to be caused by liquid or user fault will be chargeable. If the fault found is to be chargeable HPR Consultants LTD will contact you to agree the costs before proceeding with the repair. A diagnostic charge may apply.

**Loan phones:** Upon request and at our discretion, we may offer you a loan handset if yours is required to be returned for an in-warranty repair. These 'Loan Phones' are inspected before dispatch and are offered under the following conditions:

- Failure to return the handset within the agreed loan period will incur a charge of 50% of the original SIM free retail price of the handset
- Purely cosmetic damage will incur a minimum charge of £25
- Mechanical, electronic or other functional damage will incur a cost equivalent to the cost of repair plus £25
- HPR Consultants LTD make no claims as to the operation of the loan phone and will not be responsible for any damage, loss (including earnings of profit) or inconvenience caused by non-delivery or failure to work
- You are responsible for the safe return of the handset (including all components and packaging), under penalty of the above charges

**Payment:** Payment is required within 7 days of the date on any invoice issued by HPR Consultants LTD. Accounts remaining unpaid after 60 days from date of the invoice will be deemed to be in default until such time as full payment is received. HPR Consultants LTD reserves the right to charge incremental interest at the rate of 1% per day of the incrementing outstanding balance. Cheques returned unpaid or stopped will incur a service charge of £25. If an account remains unpaid after 56 days of the date of invoice, then HPR Consultants LTD will commence legal proceedings to recover the debt. The client will be held liable to all costs incurred by HPR Consultants LTD in recovering the debt.

**Prices:** Unless indicated otherwise, all prices stated exclude VAT and delivery.

**Insurance:** Additional insurance against loss, damage, electrical and mechanical breakdown and unauthorised calls may be available at an extra cost for certain Mobile Phone Equipment which will be provided by the network. Details are available on request. Insurance documentation must be validated, signed and returned before cover shall commence. Cover is subject to the terms and conditions of the insurer. We shall not be liable for any refusal by the insurer to accept any application or failure to provide cover for any reason.

### Our Responsibility to You – Please Note

- We will perform the contract with reasonable skill and care
- We shall not be liable for airtime charges during any period
- In no circumstances shall we be liable for any loss or damage arising out of or relating to the services that we provide which is for any loss of profits, loss of sales, loss of turnover, loss of bargain, loss of opportunity, damage to goodwill or reputation, loss of use of any apparatus, software or data loss or time on the part of management or the staff or any indirect or consequential loss or damage however so arising, for death or personal injury, in the event that you use an item for a commercial purpose then we shall not be liable to you for any loss of income, business or profits or any other economic loss arising out of your use or inability to use any item at any time, however this loss may be caused and whether or not it is a result of your own negligence.

**Your Statutory Rights:** Your rights and obligations under these terms and conditions are personal to you and may not be assigned by you to anyone else. We may transfer our rights and/or obligations under these terms and conditions or any part thereof.

**Tariff Changes:** All new connections may be subject to additional charges should the customer change to a lower monthly tariff within the first 4 months of a new airtime contract. The additional costs will be based on the difference between the original handset price charges and the cost of the handset with lower monthly tariff or a reduction in the subsidy provided. Please ensure that you choose the correct tariff to avoid these penalties. Changing to a higher monthly tariff, however, will incur no additional charges. Additional charges will always be avoided where possible. Please feel free to call us if you require more information.

**Account Renewal (Upgrade):** Please note that by upgrading or renewing your contract you are committed to a new minimum term airtime contract with your Network and HPR Consultants LTD. Ownership and airtime contract conditions apply (see above).

**Bolt-Ons:** Please note that if you apply a bolt-on you are committed to a minimum term of 12 months for the bolt-on.

**Mobile Number Porting:** We can offer to port your existing mobile phone number if you are connecting to a different phone network and can provide us with an active PAC code from your existing network. We cannot be held liable for any consequential loss resulting from a mobile number port failure. You must notify us of any problems within 14 days of your connection. HPR Consultants LTD will not be held responsible for the cancellation of previous contracts, PAC charges, (Expiration of PACs)

**Subsidies (Line Rental Subsidy / Terminations / Hardware Fund):** You must provide HPR Consultants LTD with a VAT invoice for any Line Rental Subsidy/Termination costs that have been agreed, within 30 days of connection. Payment will be made (subject to authorisation) at the end of the month following 120 days from the connection date less a contra of any amount outstanding to HPR Consultants LTD. If HPR Consultants LTD has agreed to provide a Hardware Fund subsidy, this will be raised as a credit on your Hardware Fund Account on the last day of the month following your month of connection. Goods purchased will be deducted at the agreed price until your credit is spent. At that point all costs not covered by the fund will be invoiced and will revert to the 'Payment' section of our conditions. Any credit remaining on the account once the minimum airtime contract with HPR Consultants LTD and/or the Network has been completed or terminated will be made null and void. HPR Consultants LTD will not make a payment for any credit balance on a Hardware Fund account. We reserve the right to withhold or clawback payment if: You do not fulfil the Airtime Contract with the Network and/or HPR Consultants LTD; the phone is disconnected; the tariff is changed; you have failed to pay the Network or us; the phone is showing no or minimal usage, we have not been paid the commission or revenue from the Network. HPR Consultants LTD retains the right to clawback any line rental subsidy, termination costs or hardware fund that has been paid/spent

**Administrative costs:** HPR Consultants LTD reserve the right to charge £35 per request for the following:- Pac requests, account changes, sim replacements and any other matters that involve carrying out activities on your account whatsoever

**Early Termination:** If you terminate early without fulfilling the minimum airtime contract with the Network and/or HPR Consultants LTD you will be liable to pay termination fees to both HPR Consultants LTD and the Network. In order to complete the minimum term you must fulfil the Airtime Contract conditions (see above). You will be required to pay the Network termination fees based on the agreed line rental and any bolt-ons or additional charges for all connections per month per remaining contracted months. If you terminate early you will be required to pay HPR Consultants LTD the retail value of all Mobile Phone Equipment provided plus any subsidies paid or Hardware Fund used. If you are connected to a Discounted Tariff (e.g. flat rate, bespoke, PAYU, zero line rental) you will also be required to pay an administration fee to HPR Consultants LTD of £10 per connection per remaining contracted month. You will be required to pay HPR Consultants LTD any termination fees due as per the 'payment' section of our terms.

**Cashback:** If Cashback is offered then it must be claimed between 90 and 145 days after connection and you must provide an invoice to HPR Consultants Ltd from your company to claim it. If you default on your communications account or cancel a direct debit then any cashback paid would be due for full repayment to HPR Consultants LTD. All cashback includes VAT where applicable.

**Severability:** If any part of this agreement is determined by a UK court to be invalid, illegal, void or otherwise unenforceable under any present or future law, then the remainder of this agreement shall not be affected thereby.

**General Conditions:** Your rights and obligations under these terms and conditions are personal to you/your company and may not be assigned by you to any third party. We may transfer our rights and/or obligations under these Terms and Conditions or any part thereof.

**HPR Consultants LTD TPS Service:** As part of HPR Consultants LTD's complete client care can add our clients to Telephone Preference Service to stop unsolicited calls. If you do require this free of charge service please email client services at [info@hprconsultants.co.uk](mailto:info@hprconsultants.co.uk)

I have read and agree to all of the above and I am authorised to accept on behalf of the Company detailed below:

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

On behalf of (Company): \_\_\_\_\_

Date: \_\_\_\_\_