

Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974

1. Contact details

Creditor

Address

Web Address

Telefónica UK Limited (trading as O2)
260 Bath Road, Slough, Berkshire, SL1 4DX

Credit Intermediary

Address

www.o2.co.uk

2. Customer Details

{ Franchisee Company Name, i.e. licence holder}

{Franchisee Company Address}

Name

Address

<customer name>

<customer address>

<customer mobile number>

3. Credit Agreement regulated by the Consumer Credit Act 1974

- 3.1 This Fixed Sum Loan Agreement made between Telefónica UK Limited (trading as O2), 260 Bath Road, Slough, Berkshire, SL1 4DX ("**we**", "**us**", "**our**") and you the Customer listed at clause 2 above ("**you**", "**your**", "**Customer**") to finance the purchase of goods or services (your "**Credit Agreement**"). Capitalised terms not defined in this Credit Agreement are defined in your Pay Monthly Mobile Agreement.
- 3.2 In order to obtain the credit, you must also enter into and continue to have a Pay Monthly Mobile Agreement (including the Equipment Agreement) (the "**Pay Monthly Mobile Agreement**") which covers the terms and conditions relating to the provision of airtime services (including, for example, the costs of your calls / texts / data on the O2 Network) and other related services in connection with Device ("**Airtime Services**"). We will provide the credit stated in this Credit Agreement by applying the total amount of credit in payment or partial payment of the cash price of Device shown below. We will do so once you have (a) signed the Credit Agreement and the Pay Monthly Mobile Agreement; or (b) (if later) such time as Device is supplied to you by us or the supplier (as applicable). If you fail to collect or accept delivery of the Device then we will not advance credit to you and the Credit Agreement will be treated as if we and you had never signed it.

4. Amount of Credit

- 4.1 Total amount of credit ("**Amount of Credit**") is: £ <XXX.XX> {TOTAL CREDIT}
- 4.2 The total amount you will have to pay: £ <XXX.XX> {credit total + upfront payment}
- Made up of:
- Upfront Payment: £ <XXX.XX>
- Total amount of credit £ <XXX.XX>
- 4.3 The cash price(s) (the amount you would pay to buy it outright) £<XXX.XX> {Cash Price/RRP}

5. Duration of Credit Agreement

Unless terminated earlier in accordance with the terms of this Credit Agreement, the duration of this Credit Agreement is {TERM} months from the date the Credit Agreement is made; or {TERM} months from the date upon which we agree the first of the {TERM} instalments is paid, whichever is the later (the "**Term**").

6. Repayments

You must make [TERM -1] monthly repayments of £[] and a final repayment of £[] ("**Instalments**"). The first Instalment will be payable on a date set by us or agreed between you and us and each subsequent Instalment will be payable on the same day of each consecutive month thereafter.

7. Goods purchased

- 7.1 The credit will be provided to finance the sale of the following goods ("**Device**"):
{HARDWARE DESCRIPTION}
- 7.2 If you have received unsatisfactory services or goods paid for under this Credit Agreement, you have the right to sue us or the supplier (where we are not also the supplier) or both.

8. Costs of the credit

- 8.1 The rate of interest which applies to this Credit Agreement is 0% per annum.
- 8.2 The Annual Percentage Rate of Charge (APR) is 0.00%. The total amount payable under the Credit Agreement is not greater than the Cash Price of Device.

9. Right of Withdrawal/“Cooling-Off”

- 9.1 You have the right to withdraw from the Credit Agreement, without giving any reason, before the end of 14 days beginning with the day after the day on which this Credit Agreement is made; or (if later) when you receive the Device. The right you have to withdraw from this Credit Agreement does not affect your agreement for the purchase of the Device (which is governed by the Pay Monthly Mobile Agreement).
- 9.2 To exercise your right to withdraw, you need to notify us on one of the numbers listed below or visit an O2 store, giving details of this Credit Agreement. If you wish to keep the Device, you must repay the Amount of Credit in full without delay and, in any event, no later than 30 days beginning with the day after the day on which you give notice of withdrawal and you will not have to pay any interest accrued from the date the credit was provided to the date of repaying it as no interest is chargeable. Please visit an O2 store or call us on one of the numbers listed below and make payment using your debit or credit card.
- 9.3 If you do not exercise your right to withdraw, the Credit Agreement will remain in full force and effect and its terms and conditions will bind you.

10. Early Repayment

- 10.1 You have a right to repay all or part of the credit early at any time. You must give us oral or written notice of your intention to make early repayment. If you wish to repay part of the amount due, you must make payment before the end of the period of 28 days beginning with the day following the day that we receive your notice, or on or before any later date specified in your notice. Please give us notice orally on our number below or in writing at the address above, giving details of this Credit Agreement.
- 10.2 If you partially repay the credit early, we will apply the early repayment evenly across your Instalments. This means that your Term will remain the same, but your monthly Instalments will decrease to smaller equal monthly instalments with your final instalment rounded up or down to the nearest whole pence accordingly.
- 10.3 If you repay the credit in full early, you can choose to continue paying for the relevant Airtime Services on a monthly basis under your current Pay Monthly Mobile Agreement, upgrade to a different airtime plan or leave the O2 network.

11. Barring, disconnection of Airtime Services, locking of Device

Consequences of missed payments

- 11.1 Missing payments could have serious consequences as further described in clause 15 of the Important Legal Terms. You may have to repay what you owe early. Your credit records may be affected making it harder or more expensive to borrow again. It could result in legal proceedings being taken against you to recover what you owe. We may also take action under your Pay Monthly Mobile Agreement, such as barring or disconnecting your Airtime Services.

Locking of Device

- 11.2 In certain limited circumstances, such as where we receive your instructions to do so, or where we reasonably suspect fraud, we may disable your Device.
- 11.3 Under your Pay Monthly Mobile Agreement your Device may also be locked to the O2 network so that it may be used only with our Airtime Services. If your Device is locked to the O2 network, we shall remove the lock to the extent provided for in your Pay Monthly Mobile Agreement, provided that we shall also remove the lock without any fee or additional charge to you if:
 - a) you terminate the Pay Monthly Mobile Agreement as a result of our insolvency or our material breach of that agreement or you request that we unlock your Device as a result of either of those events; or
 - b) you are in breach of the Pay Monthly Mobile Agreement, such a breach is continuing, and you request that we unlock your Device.



Instruction to your Bank or Building Society to pay Direct Debit

The completed form will be sent to:
Telefónica UK Limited, New Business Department,
Preston Brook, Runcorn, Cheshire WA7 3QA

Originators Identification Number:

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1. Bank or Building Society Name and Address

To the manager:

2. Bank or Building Society Account Details

Name of account holder:	accountHolder
Branch sort code:	sortCode
Bank or building society:	accountNumber
account number	

3. Reference Number
cca number

4. Instruction to your bank or Building Society

Please pay Telefónica UK Limited direct debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Telefónica UK Limited and, if so, details will be passed electronically to my bank or building society.

Signature(s)	
Date	

<p>Important – Use of your information. We and other members of the Telefonica Group will collect information about how you use our Services and third party services you use in conjunction with our Services, including for example your location and account activity, to enhance your overall experience with us and make it more relevant to you. We may use and analyse your personal details to help us run your Service(s) and account, including for credit checking and fraud prevention. We may share and combine that data and your information with carefully selected third parties for all those same reasons. Your information is treated in accordance with our Privacy Policy, which can be viewed here: o2.co.uk/termsandconditions/privacy-policy.</p>		<p>Customer Declaration:</p> <ol style="list-style-type: none"> 1. By signing this Agreement I confirm that I am 18 years or over and that the information provided is true and correct. 2. I confirm that I offer to enter into an agreement with Telefonica on the terms set out in this document headed "Fixed Sum Loan Agreement" and the Important Legal Terms supplied with it. 3. I confirm that I have had the opportunity to review a copy of this agreement (including the Important Legal Terms) before signing; and that, in good time before I have signed this, I have had the standard "Pre-Contract Credit Information" given and/or explained to me. I have also read and agree to the "Important – use of your information" section. 	
<p>Signed on behalf of Telefónica:</p>		<p>This is a credit agreement. Do not sign it if you do not wish to be bound by its terms.</p>	
<p>Signature</p>	<p>Director – Telefonica UK Limited</p>	<div style="background-color: #e0e0e0; height: 40px;"></div>	
<p>Date</p>			

Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974**Important Legal Terms****12. The Credit Agreement**

- 12.1 **The Credit Agreement consists of the document signed by you and us and these Important Legal Terms.** It is linked to your Pay Monthly Mobile Agreement. This Credit Agreement is made on the date of last signature of the Credit Agreement.
- 12.2 We shall advance the loan at the time you receive the Device described overleaf.

13. Repayments

- 13.1 You will repay the Amount of Credit, shown at clause 4 above (under the heading "**Amount of Credit**"), by the monthly Instalments and in accordance with the details shown at clause 6 above in the section headed "Repayments". Punctual payment of each Instalment by direct debit by its due date is an essential term of this Credit Agreement. You will ensure that any payment authorised by you, is honoured on first presentation whether or not any payment is due from you.
- 13.2 Your obligation to make Repayments under this Credit Agreement is not contingent on us providing any good or service other than the Device listed in this Credit Agreement.

14. Disposal of Device

You should not dispose of the Device before you have fully repaid the Amount of Credit. Any disposal of the Device by you does not affect your obligation to repay in full the Amount of Credit under this Credit Agreement.

15. Consequences of Default and Missed Payments

- 15.1 In addition to the consequences of missed payments set out at clause 11, we may serve a default notice on you, on the expiry of which we may terminate this Credit Agreement and/or require you to immediately repay the outstanding balance of the Amount of Credit (whether or not accrued due for payment), if you:
- (a) fail to pay us the Instalments or other sum due under this Credit Agreement or a Lead Device Credit Agreement if applicable (as defined in clause 15.4 below) on the dates they are due; or
 - (b) breach this Credit Agreement in any material way (which includes non-payment of Instalments under this Credit Agreement); or
 - (c) materially breach the Pay Monthly Mobile Agreement (which includes non-payment of Charges for Airtime Services for the Device and/or for a Lead Device (if applicable)); or
 - (d) (in the case of a breach which can be remedied) you do not remedy a breach under (a)-(c) above within the period specified in a default or similar notice from us; or
 - (e) become bankrupt or are unable to pay your debts or if an interim order in bankruptcy is presented or made, or you become apparently insolvent; or
 - (f) have a proposal for a voluntary arrangement made in relation to you; or
 - (g) in Scotland, a grant of trust deed for the benefit of your creditors is presented or made; or
 - (h) you die; or
 - (i) you are convicted of an offence involving dishonesty.
- 15.2 If any of the events in clause 15.1 occurs, in addition to the rights under this Credit Agreement and the Pay Monthly Mobile Agreement, we will also have the right to:
- (a) block your SIM Card from using Airtime Services; and/or
 - (b) terminate your Pay Monthly Mobile Agreement.
- 15.3 You may be required to pay our reasonable costs (including legal costs) of collecting unpaid sums or otherwise enforcing this Credit Agreement following your default or an event described in clause 15.1. There are also the following charges for late or missed payments reflecting our reasonable administrative costs: £5.00 late payment charge (to cover printing and outsourcing of default notices and arrears notices required by law). We may vary these charges to reflect the changes in our costs. The rate of interest charged on late payments is 0%.
- 15.4 For the purposes of this Credit Agreement:
- (a) "**Lead Device**" means a device paired or linked to your Device (e.g. where your Device is a smart watch, the Lead Device would be the phone that is linked to that smart watch); and
 - (b) "**Lead Device Credit Agreement**" shall mean, if applicable, an agreement which you and we have entered into previously, or which you and we enter into on the date of this Credit Agreement, under which we provide credit to finance the purchase of a Lead Device.

16. Replacement of Device and Notice of Variation

- 16.1 If you change your Device during the Change of Mind Period or your Device is replaced under the Pay Monthly Mobile Agreement or Equipment Agreement (such as where for example, the Device is faulty and you are entitled to a replacement under the Consumer Rights Act 2015 but the same Device is not reasonably available) and the Instalments and Amount of Credit do not change, we may record this amendment by sending you an e-mail or letter. The replacement Device will be at least equivalent to the original Device. This Credit Agreement will be deemed to be amended accordingly.

16.2 For the avoidance of doubt, replacement of a Device under this clause 16 will not be a disposal of a Device under clause 14 which would entitle us to require you to repay the full Amount of Credit.

17. Termination of Pay Monthly Mobile Agreement and early repayment of Credit Agreement.

If a Lead Device Credit Agreement or your Pay Monthly Mobile Agreement is terminated (whether in respect of Airtime Services for your Device, a Lead Device, or both – for example, if you give notice to terminate your Pay Monthly Mobile Agreement for any reason, you cancel it during the Change-Your-Mind Period, or we receive notice from another network operator that you have used a PAC or STAC code), we will treat that as notice to terminate this Credit Agreement (subject to serving a notice on you) and, other than in circumstances where you terminate your Pay Monthly Mobile Agreement as a result of our material breach, we will have the right to require immediate repayment of the remaining balance of the Amount of Credit (whether or not accrued due for payment). We will give you notice of our intention to do this and will notify you of the remainder of the Amount of Credit you owe.

18. Right to statements

At any time throughout the duration of this Credit Agreement you have a right to receive a statement, free of charge, which will show the amount of each Instalment which still remain to be paid, the date on which each is due, any conditions relating to the payment of a Instalment and a breakdown of each Instalment showing how much comprises capital, interest and other charges if interest or other charges are applicable. Unless specifically requested by you, you agree that we may provide you with this and other statements or information in electronic format.

19. Assignment

- 19.1 You may not assign or transfer your rights under this Credit Agreement to anyone else unless we agree in writing.
- 19.2 We can assign or transfer our rights and transfer and / or novate our obligations under this Credit Agreement or any part of it, on the same terms, to any third party. You will execute any form of novation agreement that we may require.

20. Other amendments

We reserve the right to amend this Credit Agreement as required by law or regulation without your consent. We also reserve the right to periodically vary these Important Legal terms without your consent where reasonably required to ensure that all consumer contracts are on the same terms. If we wish to exercise such a right we will send an e-mail to you setting out the details of the variation not less than 30 days' before the effective date of a change.

21. Notices

- 21.1 If you change the address you provided at the date of this Credit Agreement as set out above, you must give us written notice immediately of your new address. We may serve you notices via email or SMS. You must keep your email address up to date in our records, either through My O2 or by giving us written notice.
- 21.2 We may give notice to you by sending written notice to your address shown in the Credit Agreement or such other address as you have notified to us as being the address of your principal residence.
- 21.3 Notice sent to you by post to your address will be treated as having been received by you on the third working day (being Monday to Saturday inclusive) following posting.
- 21.4 Other than as expressly stated in this Credit Agreement, if you wish to send notice or any other communication to us then you must send it in writing to the address specified on page 1 of this Credit Agreement.

22. Other important legal aspects:

22.1 Concerning the creditor

Our company registration number is 1743099. Telefónica UK Limited is authorised and regulated by the Financial Conduct Authority (Reference Number 718822), 12 Endeavour Square, London, E20 1JN.

22.2 Concerning the Credit Agreement

The terms of the Credit Agreement and our dealings with you are governed by English Law and are subject to the jurisdiction of the courts of England and Wales. We will communicate with you only in English for the duration of the Credit Agreement.

22.3 Concerning redress

If you are dissatisfied in relation to the Credit Agreement, please phone us on one of the numbers listed below, write to us or submit a complaint online. You have the right to contact the Citizen's Advice Bureau or your local Trading Standards branch. You also have the right to contact the Financial Ombudsman Service at Exchange Tower, Harbour Exchange Square, Isle of Dogs, London, E14 9SR. Telephone Number 0207 964 1000 and complaint.info@financial-ombudsman.org.uk.

23. General

- 23.1 If at any time we allow any time for remedy of a breach or show any indulgence, or if otherwise we do not insist on our strict rights under the Credit Agreement, then this will not prevent us from insisting on our strict rights on another occasion. If we agree to a variation on one occasion, it does not mean that we must agree to it on another occasion.
- 23.2 If we choose to terminate this Credit Agreement it shall not affect your obligation to pay any outstanding balance due to us. Any provision of this Credit Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Credit Agreement including, without limitation clauses 11, 15, 17 and 19 shall remain in full force and effect.
- 23.3 The Credit Agreement does not affect or exclude any term implied by law unless they expressly say so.
- 23.4 If any term in the Credit Agreement shall not be enforceable, it will not affect the enforceability of all other terms.

23.5 **Contact details:** Call Customer Services from your O2 mobile on 202 (free); from a landline on 03448090202 ; from abroad +44 344 809 0202 (free from O2 mobile)