

## Business Inclusive Minute tariff terms from 6 November 2014

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### 1. General

These are our Inclusive Minute Tariff Terms for Business customers from 6 November 2014. They'll apply to you if you have signed up to one of these tariffs, upgraded your phone and signed up for a new minimum term or changed the tariff you're on (or elements of it) at any time on or after 6 November 2014. If you haven't done one of these things, the Tariff Terms when you signed up, last upgraded or changed your tariff will still apply until you do or until we contact you to tell you otherwise. These terms are in addition to your Business Contract, which can be found at [www.o2.co.uk/terms](http://www.o2.co.uk/terms).

In these terms, "you" means you the Customer, and 'your' shall be interpreted accordingly, while "we", "our", "us" or "O2" means Telefónica UK Ltd.

- I. These terms relate to the following Business Inclusive Minute tariffs (the 'Tariffs'):
  - a. Business Single 50,100,300,500 and 600
  - b. Business Single 1200 Business Single Max
  - c. Business Single 600 Bonus
  - d. Business Single 900 Bonus
  - e. Business Single 1500 Bonus
  - f. Business Share 500
  - g. Business Share 1300
  - h. Business Share 2000
  - i. Business Share 5000
  - j. Business Single 100 and 500 Simplicity
  - k. On & On tariffs
  - l. All In Tariffs
  - m. O2 Lease

It includes tariffs with handsets as well as SIM Only and Simplicity

- II. With the exception of Simplicity and some SIM only plans, Connection to any of the Tariffs is subject to status, credit-check and the terms of a 12, 24 or 36 month Minimum Period Business Contract.

- III. Simplicity plans (SIM only plans with no Minimum Period) are subject to status and credit-check. You may give us written notice that you wish to end your Simplicity contract or change plan at any time, and this will be effective 30 days after we receive your notice. You will be required to pay the applicable monthly charge for your SIM only plan until the end of this 30 day notice period.
- IV. SIM Only plans with a Minimum Period are subject to status and credit-check and are subject to the same terms as the Tariffs save in respect of any handset related provisions. Handset upgrades are not available on SIM Only plans.
- V. Pay Monthly handset upgrades are not available on these tariffs.
- VI. Bonus tariffs are available subject to status, credit-check and the terms of a 24 month minimum term O2 contract only and are only available with specific handsets. A handset is not provided when you select a SIM only plan.
- VII. If you take a SIM only plan, your current mobile phone may be latched/locked to another network and you may need to obtain an unlatching/unlocking code from your current network operator and service provider. This code is not the same as your PIN code. Failure to enter the correct unlatching code may result in your mobile phone becoming permanently blocked. We accept no responsibility for mobile phones blocked in this way or for any costs incurred in the provision of this code.
- VIII. Unless otherwise stated, call prices exclude VAT, are quoted by the minute, and after the first minute are charged in one second increments. Each call is charged excluding VAT and then rounded-up to the nearest penny.
- IX. In addition to the terms of your Business Contract, for Equipment supplied from 6 November 2014 with one of the Tariffs we warrant that the Equipment will conform in all material respects to the manufacturer's specification from the date on which it is dispatched to you for 12 months or for the duration of your Minimum Period, whichever is longer, up to a total maximum Warranty Period of 24 months (but in the case of software 90 days). Some Equipment, including the Apple iPhone, is expressly excluded from this extended Warranty Period.
- X. To access O2's data services your mobile device must be data compatible and enabled. Access to data services is subject to network coverage.
- XI. Prices are correct at time of going to print but are subject to change.
- XII. Customers taking E Care and E Billing Business Plan plans must maintain an email account.
- XIII. All of the Tariffs include unlimited calls to O2 mobiles, which are not decremented from the inclusive allowance and are available as long as you stay on an eligible Tariff. An "excessive usage policy" operates and no customer may use their SIM card:
  - a. in, or connected to, any other device other than the one which it was supplied with or intended by us for use with; or
  - b. in a way that adversely impacts the service to other O2 customers.
  - c. If O2 reasonably suspects any customer is not acting in accordance with this policy, O2 reserves the right to impose further charges or disconnect this service from an individual SIM card or all SIM cards contracted to you at any time, having attempted to contact you first.
- XIV. Provided you opt-in as set out below, all of the Tariffs also include unlimited calls to selected 10 standard UK landlines, which are not decremented from your inclusive allowance and are available as long as you stay on an eligible Tariff. An excessive usage policy operates as for unlimited O2 calls in 1.XIII above. To receive this offer you will need to register on the 'My Business Account' website at <https://o2businessaccount.o2.co.uk/> and select your 10 numbers. You will need to have your first bill to hand to be able to register, this will be sent to you within 10 days of connection, and it will take 48 hours

for your 10 selected numbers to be added to your account. You may change your 10 selected numbers once every 3 months if desired. Once your 10 numbers are registered on the web site, all SIM cards connected to your account will benefit from unlimited calls to the 10 standard UK landlines which you have selected.

- XV. The minimum call charge is equal to the per minute cost of each call type except international calls to non European countries which have a minimum voice call charge of 2p and 0.017p for data calls not forming part of your inclusive allowance and 07 and 01 numbers to Jersey, Guernsey and the Isle of Man which are charged at 33p per minute. Minimum call charges will vary for premium rate calls. For details, see: <http://static.o2.co.uk/assets2/PRODIImages/PDF/PremiumRateNumberCharges.pdf> for details.
- XVI. On the Business Share tariffs, any Inclusive Minutes & Messages are applied to the 'first' mobile in your account and can be shared with any additional mobiles in your account. Inclusive Minutes & Messages are used on a, first come, first served basis by the first or any of the additional mobiles in your account.
- XVII. Any unused Inclusive Minutes & Messages rollover until the next month only.
- XVIII. In the event of a change of tariff, any unused Inclusive Minutes and Messages will be lost.
- XIX. You will lose any inclusive data allowance previously included as part of your O2 voice tariff if you add on a data tariff.
- XX. All calls made from the UK to standard mobile and landline numbers in Europe will be charged at 8p per minute. Provided that O2 may charge more for calls made to any European number ranges which O2 reasonably believes are being used for call forwarding services, onward calling services, numbers that pay a revenue share or premium rate and directory enquiries numbers where special charges apply.
- XXI. In relation to these Tariffs, ,Europe means the following countries only: Andorra, Austria; Belgium; Bulgaria; Croatia; Cyprus; Czech Republic; Denmark; Estonia; Finland; France; Germany; Greece; Hungary; Ireland; Italy; Latvia; Lithuania; Luxembourg; Malta; Netherlands; Poland; Portugal; Romania; Slovakia; Slovenia; Spain; Sweden; Faroe Islands; Gibraltar; Liechtenstein; Monaco; Norway; San Marino and Switzerland.
- XXII. A maximum of 10 additional elements including Extra Minutes, Extra Messages or Bolt Ons can be added to any Tariff.
- XXIII. Itemised paper billing is not included as standard. An itemised breakdown of calls can be viewed for no charge online by registering for O2's My O2 Account website at <https://o2businessaccount.o2.co.uk/>. Alternatively you can pay to receive an itemised paper bill at an additional cost of £1.00 per month, per subscriber.
- XXIV. The Tariffs are available when paid for by Direct Debit only. Customers who wish to pay by other payment methods will be charged a Direct Debit Opt Out charge of £2.50 per month, per SIM card.

## **2. Inclusive Minutes and Call Charges**

- I. Inclusive Minutes on Tariffs can be used for calls made in the UK to:
  - a. standard UK landlines (starting 01, 02 or 03); and
  - b. 07 numbers allocated to UK mobile network operators that provide mobile services with substantial national coverage (this currently includes the five major operators O2, Orange and T-Mobile (together, Everything, Everywhere), Vodafone and 3, and providers such as Virgin Mobile, Tesco Mobile and BT Fusion), all provided that O2 may exclude from your Inclusive Minutes allowance calls made to any number ranges which O2 reasonably believes are being used for call forwarding services, onward calling services or numbers that pay a revenue share. All Tariffs include access to voicemail menus and voicemail retrieval at no extra charge. Calls to voicemail 901 are not decremented from your inclusive

allowance. Calls to selected telephone help lines are also free of charge and not decremented from your inclusive allowance.

- II. Inclusive minutes cannot be used for calls made in the UK to:
  - a. non-geographic numbers (starting 08, 05) which are charged at 25p per minute, except calls to 0871 numbers which are charged at 33p per minute;
  - b. non-standard 07 numbers (all those 07 numbers that are not specifically included in your inclusive minutes) which are charged at 21.28p per minute.
  - c. 07 and 01 numbers in Jersey, Guernsey and Isle of Man numbers, which are charged at 33p per minute and 070 numbers which are charged at 42.55p per minute; or
  - d. premium rate and directory enquiries numbers where special charges apply. All directory enquiries numbers are charged at £4.17 per minute with the exception of O2's own number, 118 402, which is charged at £0.83 per minute. Call prices exclude VAT, are quoted by the minute, and after the first minute are charged in one second increments. Each call is charged excluding VAT and then rounded-up to the nearest penny.
- III. Once you have used all your inclusive allowances, any calls made in the UK to numbers which would previously have been included will be charged at 33p per minute.
- IV. Any calls made from abroad (including Jersey, Guernsey and the Isle of Man) or to an international destination from within the UK will be charged at standard roaming or international call rates unless International Traveller Service (ITS)/ Discount Country is taken in which case discounted rates will apply. This can be viewed at: <http://www.o2international.co.uk>

### **3. Inclusive Messages and Message Charges**

- I. Inclusive messages on the Tariffs can be used for:
  - a. texts sent in the UK to UK mobiles only. Sending one UK text uses one message.
- II. Inclusive messages on the Tariffs cannot be used for:
  - a. premium rate messages where special charges apply,
  - b. sending texts from the UK to international numbers, these are charged at 13.2p, except for customers subscribed to Discount Country or ITS who will be charged at 10.21p;
  - c. texts sent from abroad (including Jersey, Guernsey and the Isle of Man),
  - d. picture or video messages sent from the UK and abroad (subject to having a compatible handset); or
  - e. any chargeable messages you receive.
- III. Once you have used all your inclusive allowances, any messages sent to UK mobiles will be charged at 10.21p per message.
- IV. Any picture messages or video messages sent to UK mobiles will be charged at 21.28p per message. Any text messages sent whilst abroad will be charged at standard roaming text rates.
- V. Our 'Unlimited' tariffs can for example, allow you to make unlimited calls to numbers of the type that make up your inclusive allowance. Any unlimited allowance must be for private and personal purposes. You may not use your SIM Card:
  - a. in, or connected to, any phone other than the one which it was supplied with or the type intended by us for use with (For example a mobile phone Business Single 600 tariff SIM Card is intended for use in a mobile phone not a modem. This includes putting your SIM Card into a modem, modem usage or internet tethering on your device unless stated); or

- b. in such a way that we reasonably believe adversely impacts the service to our other customers.
- V. If we reasonably suspect you're not behaving within this policy, we reserve the right to impose further charges or disconnect your SIM Card or your tariff at any time, having attempted to contact you first. We may need to manage traffic to protect our network.
- VI. On some tariffs, your unlimited allowance is available only for your minimum term.

#### **4. Data Charges for non-data subscribers**

- I. Usage of email and internet above 0.5MB per month is charged at £1.80 per MB. Email and Internet excludes BlackBerry usage.
- II. Data usage is measured in kilobytes (KB). 1MB = 1024 Kilobytes (KB), 1024 MB = 1 Gigabyte (GB). Data usage will be rounded to the nearest kilobyte and charges are rounded up to the nearest 1p. You are billed for the amount of data that travels over the data network. Please note that your bill may include charges for re-sent data packets and packets added to control the flow of data over the network.
- III. The prices shown do not incorporate data roaming rates.

#### **5. Extra Minutes**

- I. Extra Minutes can be added to your tariff up to an overall total of 150,000 Inclusive and Extra Minutes per month. For the Business Share tariffs, all minutes are added to the 'first' mobile in the account and shared by 'additional' users on a 'first come, first served' basis. Adding extra minutes increases the number of sharers that can be added to the tariff; 500 Extra Minutes by 4 sharers, 1000 by 8, 5000 by 25, 10,000 by 50, 20,000 by 100, 30,000 by 150, 50,000 by 250 and 100,000 by 500. The same Minimum Period as your tariff applies if you subscribe to Extra Minutes at initial point of connection to a tariff.
- II. Extra minutes added to the Business Single tariffs are also subject to the rules in section 1 above but can be used by that SIM card only and are not shareable.
- III. Extra Minutes can only be used for calls to numbers forming part of your Inclusive Minutes allowance.

#### **6. Unlimited Landline and Unlimited Off Peak Bolt Ons**

- I. These Bolt Ons can be added to you tariff for an extra £5.00 each and can be used by that SIM card only and are not shareable.
- II. Unlimited Landline Bolt On gives you 3000 minutes which can be used in the UK to call standard UK landlines (starting 01, 02 and 03). Once the inclusive minutes have been used, calls will be charged at 30p per minute.
- III. Unlimited Off Peak Bolt On gives you 3000 minutes which can be used for Off Peak calls made in the UK to call:
  - a. standard UK landlines (starting 01, 02 or 03);
  - b. 07 numbers allocated to UK mobile network operators that provide mobile services with substantial national coverage (this currently includes the five major operators O2, Orange, T-Mobile, Vodafone and 3, and providers such as Virgin Mobile, Tesco Mobile and BT Fusion);
  - c. Group Conferencing; and
  - d. GSM WAP.
  - e. Off Peak hours are 19.00 to 07.00 Monday to Thursday and 19.00 Friday to 07.00 Monday. Once the inclusive minutes have been used, calls will be charged at 30p per minute for calls to standard UK landlines and 07 numbers allocated to UK mobile network operators and 8p per minute for calls to Group Conferencing and GSM WAP.

#### **7. Extra Messages**

- I. Extra Messages can be added to your Tariff up to an overall total of 35000 Extra Minutes. Combinations of 200, 500, 1000, 10000, 20000 or 30000 Extra Messages per month or unlimited messages can be added to your Tariff. For the Business Share tariffs, combinations of 200, 500, 1000, 10000, 20000 or 30000. Business Single tariffs extra message Bolt Ons can be used by that SIM card only and are not shareable.

- II. Unlimited messages can be added at an additional cost of £6.50 per additional user on any Tariff. An excessive usage policy operates and no customer may use their SIM Card:
  - a. in, or connected to, any other device other than the one which it was supplied with or intended by us for use with; or
  - b. in a way that adversely impacts the service to other O2 customers. If O2 reasonably suspects any customer is not acting in accordance with this policy, O2 reserves the right to impose further charges or disconnect this service from an individual SIM card or all SIM cards contracted to you, the Customer, at any time, having attempted to contact you first. The same Minimum Period as your Tariff applies if you have subscribed to Extra Messages at initial point of connection to a Tariff.
- III. Extra Messages can only be used as per your Inclusive Messages.

#### **8. Web Bolt On, Smartphone Bolt On, iPhone Bolt On and Blackberry for Business Bolt On Terms (each, the Bolt On)**

- I. The Bolt On allows you to use our data network, and if applicable, UK Wi-Fi, via your mobile phone (internet capable and/or Wi-Fi accredited phones only). The Bolt On includes a specified monthly data allowance. If you exceed the Bolt On's monthly allowance or breach these terms, we reserve the right to either:
  - a. Impose network protection controls which may reduce your speed. This only applies to data Bolt On's purchased before November 6 2014; or
  - b. Impose out of bundle data charges of 2.5p per MB on any Bolt On purchased as part of your tariff from 6 November 2014; or
  - c. Remove your ability to use data on your SIM Card; or
  - d. Remove the Bolt On from your account; and/or
  - e. Disconnect your SIM Card at any time, having attempted to contact you first.
- II. Regardless of the amount of data you use, you must not use your SIM Card:
  - a. In, or connected to, any device other than the one which it was supplied with or intended by us for use with (for example a mobile phone simplicity tariff SIM Card is intended for use in a mobile phone not a modem). This includes putting your SIM Card into a modem; or
  - b. In such a way that we reasonably believe adversely impacts the service to other O2 customers.
- III. If your mobile phone supports internet-tethering then this will be included in your data Bolt On and internet-tethering usage will be part of your monthly data allowance.
- IV. We reserve the right to use appropriate traffic-shaping, charges or throttling measures to protect our network from types of data usage which we think might impact on levels of service for customers at specific times of day and/or in specific locations.

#### **9. International Traveller Service ('ITS')**

- I. Prices are Recommended Retail Price (RRP), pence per minute, include VAT and apply 24 hours per day.
- II. International calls made from the UK are charged in one-second increments, rounded up to the nearest second and then rounded up to the nearest penny.
- III. Minimum charge is 8p excluding VAT for calls made to Europe. For calls made to non-European countries, it is 2p.
- IV. Calls made to landlines in Kosovo from any destination will be priced as a World Zone 3 call.

#### **10. 4G versions of existing tariffs**

There will be selected 4G versions of the tariffs set out above. Check our website or go in store for details of which packages you can get 4G access on.