

otherwise we do not insist on our strict rights under these Important Legal Terms and 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 Agreement it shall not affect your obligation to pay any outstanding balance due to us. Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement including, without limitation clauses 11, 15, 17 and 19 shall remain in full force and effect.

23.3 These Important Legal Terms and the Credit Agreement do not affect or exclude any term implied by law unless they expressly say so.

23.4 If any term in these Important Legal Terms or the Credit Agreement shall not be enforceable, it will not affect the enforceability of all other terms.

**Contact details:**

Call Customer Services from your O2 mobile on 202 (free); from a landline on 08448090202 (charges apply); from abroad +44 844 809 0200 (free from O2 mobile).

# Device Plan CCA Terms & Conditions

## Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974

### 1. Contact details

Creditor	Telefónica UK Limited (trading as O2)
Address	260 Bath Road, Slough, Berkshire, SL1 4DX
Web Address	www.o2.co.uk
Credit Intermediary	{Franchisee Company Name, i.e. licence holder}
Address	{Franchisee Company Address}

### 2. Customer Details

Name	<customer name>
Address	<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 a Pay Monthly Mobile Agreement (including the Equipment 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 (including the Equipment Agreement); or (b) (if later) such time as Device is supplied to you by us or the supplier (as applicable).

### 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 + up front payment}
- 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.

### 6. Repayments

You must make {TERM} equal monthly Instalments of £<xx.xx> {CREDIT MONTHLY COST}

at monthly intervals ("Instalments"). The first Instalment will be payable on a date set by us or as agreed between you and us.

### 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 (including the Equipment Agreement)). If you withdraw from this Credit Agreement before the end of the "cooling off" period but after our Change-Your-Mind period (see your Pay Monthly Mobile Agreement (including the Equipment Agreement) and details our website), you will have to repay the full Amount of Credit to purchase the Device outright.

9.2 You need to notify us on one of the numbers listed below or visit an O2 store, giving details of this Credit Agreement. You must repay the Amount of Credit in full without delay and, in any event, no later than 30 days after giving 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.

### 11. Barring, disconnection of Airtime Services, locking and latching 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 Airtime Agreement (including the Equipment Agreement), such as barring or disconnecting your Airtime Services.






**Locking and latching 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 or lock Device.

11.3 Under your Pay Monthly Mobile Agreement your Device may also be latched to the O2 network so that it may be used only with our Airtime Services. If your Device is latched to the O2 network, we shall remove the latch to the extent provided for in your Pay Monthly Mobile Agreement (and subject to the payment of any fee specified therein), provided that we shall also remove the latch 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 unlatch 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 unlatch Device.

<p><b>Important - Use of your information.</b> We and other members of the Telefonica Group will use your information in line with our Privacy Policy, available here at <a href="http://www.o2.co.uk/termsandconditions/privacy-policy">www.o2.co.uk/termsandconditions/privacy-policy</a>. We may pass your details to other selected businesses for them to send you information about their products and services, (by phone, post, email, SMS, media messaging, or other means) which we think might interest you. If you don't want your details to be used for marketing purposes, please write to us c/o The Data Controller, Telefonica UK Limited Arlington Business Centre, Suite N, Leeds, West Yorkshire, LS11 0NE, or through the Contact Us section of our Website.</p>	<p><b>Customer Declaration:</b> 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 us 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 form of agreement (including the Important Legal Terms) to keep; and that, in good time before I have signed this, I received a copy of the document headed "Pre-Contract Credit Information" and that I have read and agreed to the "Important - use of your information" section.</p>								
<p><b>Signed on behalf of Telefonica:</b></p>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Signature:</td> <td>Director - Telefonica UK Limited</td> </tr> <tr> <td>Date:</td> <td>31/01/2013</td> </tr> </table>	Signature:	Director - Telefonica UK Limited	Date:	31/01/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Signature(s)</td> <td></td> </tr> <tr> <td>Date:</td> <td>31/01/2013</td> </tr> </table>	Signature(s)		Date:	31/01/2013
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<p><b>Instruction to your Bank or Building Society to pay Direct Debit</b> The completed form will be sent to: Telefonica UK Limited, New Business Department, Preston Brook, Runcorn, Cheshire WA7 3QA</p>										
<p><b>1. Bank or Building Society Name and Address</b></p> <p>To the manager:</p> <div style="border: 1px solid black; height: 40px; width: 100%;"></div>		<p><b>3. Reference Number</b></p> <p style="text-align: center;">Originators Identification Number: <span style="border: 1px solid black; padding: 2px;">9 4 8 0 1 2</span></p>								
<p><b>2. Bank or Building Society Account Details</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Name of account holder:</td> <td style="width: 30%;">Signature(s)</td> </tr> <tr> <td>Branch sort code:</td> <td style="text-align: center;"></td> </tr> <tr> <td>Bank or building society:</td> <td>Date</td> </tr> <tr> <td>account number</td> <td></td> </tr> </table>		Name of account holder:	Signature(s)	Branch sort code:		Bank or building society:	Date	account number		<p><b>4. Instruction to your bank or Building Society</b> Please pay Telefonica UK Limited direct debits from the account detailed instruction subject to the safeguards assured by the direct debit Guarantee. In understand that this instruction may remain with Telefonica UK Limited and, if so, will be passed electronically to my bank or building society.</p>
Name of account holder:	Signature(s)									
Branch sort code:										
Bank or building society:	Date									
account number										
<p>Bank or Building Societies may not accept Direct Debit Instructions for some types of accounts</p>										

**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 (including the Equipment 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" (the "Instalments"). 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 the Credit Agreement and/or require you to immediately repay the outstanding balance (whether or not accrued due for payment), if you:

- (a) fail to pay us the Instalments or other sum due under this Credit Agreement on the dates they are due; or
- (b) breach this Credit Agreement in any other material way; or
- (c) materially breach the Pay Monthly Mobile Agreement (including the Equipment Agreement); 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 (including the Equipment 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%.

## 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 Pay Monthly Mobile Agreement or Equipment Agreement (such as where for example, the Device is faulty if you are entitled to a replacement under the Sale of Goods Act 1979 but the same Device is not reasonably available) and the monthly Instalments and Amount of Credit do not change, we may record this amendment by issuing a Notice of Variation ("NOV"). The replacement Device will be at least equivalent to the original Device. This Credit Agreement will be deemed to be amended accordingly. The NOV may be sent via email or electronically and signed by you (including by electronic signature) before this amendment takes effect.

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 your Pay Monthly Mobile Agreement is terminated (for example, if you give notice to terminate it for any reason, or we receive notice from another network operator that you have used a PAC code), we will treat that as notice to terminate this Credit Agreement 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 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. We may also be entitled to charge you for early termination of your Pay Monthly Mobile Agreement, as further set out in that agreement.

## 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 an 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 a notice of variation 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 consumer credit licence number is 0518589. Our company registration number is 1743099. Telefónica UK Limited is authorised and regulated by the Financial Conduct Authority. 25 The North Colonnade, Canary Wharf, London E14 5HS.

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 South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Telephone Number 0207 964 1000 and [complaint.info@financial-ombudsman.org.uk](mailto: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