



kinex Mobile Service Schedule for business

Words defined in this schedule have the same meaning as in the Contract unless otherwise stated.

1. Service description

Service overview

- 1.1 The Service is a mobile service enabling you to use and receive a range of mobile services for business purposes.
- 1.2 Where we supply Equipment to you under the Contract:
1. risk passes and acceptance takes place at the time of delivery;
 2. where you pay us for Equipment in advance of delivery of the Equipment to you, title passes on delivery;
 3. if 2. does not apply, if you or we terminate the Contract, you must return the Equipment and/or pay Charges as set out in the Pricing Schedule;
 4. unless title passes you agree not to sell, charge, assign, transfer or dispose of or part with possession of or encumber the Equipment in any way;
 5. we reserve the right to substitute or discontinue Equipment;
 6. you must follow any user instructions provided by us with the Equipment.

Service Start Date

- 1.3 Before we can provide the Service, you need to activate your SIM Card. The Service Start Date is the date your SIM card is activated with us.

Minimum period

- 1.4 The Service will have a Minimum Period of 1 or 2 years as stated on the Front Sheet.

2. Faults in the Service/equipment

Faults in the Service

- 2.1 If you experience a fault with the Service, please call our Customer Service number Monday – Friday 9am to 6pm to report the fault.
- 2.2 You agree to supply us with all necessary data to prove the existence of a fault and to help us to identify the cause and condition of the fault.
- 2.3 We will, in our discretion, notify the Network Operator of any reported faults on the Network.
- 2.4 We shall not be liable when a fault is caused by the following:
1. a fault on the Network;
 2. your action/inaction/breach of Contract/your Customer Equipment;
 3. a malicious act or otherwise of either you or another user of our Service that is in breach of our Acceptable Use Policy (AUP), Service Schedule or Conditions;
 4. misuse of or interference with our Service which is beyond our control;
 5. data transmission originating from Customer Equipment.

Further, we may recover from you all reasonable costs we incur as a result of 2. 3. or 5 above.

Faults in the equipment

- 2.5 If you tell us within 12 months of supply (3 months for batteries) about a fault in the Equipment which is due to faulty design, manufacture or materials we will replace or repair (at our option) the Equipment or the faulty part free of charge provided that:
1. the Equipment has been properly kept, used and maintained in accordance with the manufacturer's or our instructions, if any, and has not been modified except with our written consent; or
 2. the fault is not due to accidental or willful damage; interference with or maintenance of the Equipment by anyone other than us or our third-party supplier; or
 3. the Equipment has not been tampered with so as to invalidate the guarantee.
- 2.6 Paragraph 2.5 does not cover fair wear and tear.
- 2.7 You will normally be required to return faulty equipment to us unless we agree otherwise in writing.
- 2.8 If you report a fault and we find there is none or the fault falls outside paragraphs 2.5 and 2.6 above, we may charge you as set out in the Pricing Schedule.

3. Charges

General

3.1 We will charge you and you will pay us for the Services in accordance with the Conditions.

Usage charges

3.2 If your Service includes a monthly usage allowance then the allowance expires at the end of each calendar month and cannot be transferred to a subsequent month if unused. We will notify you once you have reached 80% and 100% of your allowance. If you exceed your allowance, we will charge you for your extra usage as set out in the Pricing Schedule or upgrade you on request to another service option.

4. Additional conditions

Temporary loss of service

4.1 During activation of the Service, you may experience a temporary loss in your telephone service because your existing connection needs to be replaced to allow it to access the Service.

Return of equipment

4.2 If your Contract is terminated you will return any Equipment if required to do so by the terms of your Contract or if the Equipment is faulty and we request you to do so.

4.3 If we send you prepaid postage packaging for the return of Equipment you must return the Equipment to us in that packaging within 14 days of receipt of the packaging otherwise we may charge you (1) for the Equipment as set out in the Pricing Schedule (2) postal charges for both initial dispatch and the prepaid return package and (3) a reasonable administration charge.

Network management

4.4 We may, on occasion, take action to manage network performance during periods where there is high demand which may include line speed reductions, application and protocol management.

Resale

4.5 The service is provided solely for your own use and you will not resell or attempt to resell either (or any part or facility of it) to anyone else.

Fair usage policy

4.6 We operate a fair use policy. For bundles that include unlimited calls and/or SMS*, we will not charge extra or suspend your Service however much you use unless we believe your use of the Service is adversely affecting the network or other customers.

* Calls and texts are each restricted to a maximum of 99 distinct numbers per month. Calls are restricted to 60 minutes. Beyond this usage will be charged at the applicable out of bundle cost as set out in the Charges Schedule.