

MICROCARE SYSTEMS LIMITED

Terms and Conditions for Mobile Services

Effective Date: 1st June 2010

1. DEFINITIONS

Airtime Services: The mobile network services provided by Microcare including voice, SMS, and mobile data.

Business Customer: A customer receiving services at a business premises, including any representative reasonably assumed to be acting with authority.

Charges: All fees due from the Customer, including line rental, usage, and any applicable roaming, international, or excess charges.

Contract: The agreement between Microcare and the Customer incorporating these Terms.

Customer: The business client entering into the Contract with Microcare.

Direct Debit: Pre-authorised payment method for recurring Charges.

Microcare: Microcare Systems Ltd, Phoenix House, 100 Brierley Street, BL9 9NB.

Minimum Period: The initial term of service (typically 24 or 36 months) starting from the Service Start Date.

Mobile Number: The telephone number assigned to a SIM provided by Microcare.

Network: The mobile network infrastructure used to provide the Service.

RPI: Retail Price Index, published by the UK Office for National Statistics.

Service: The provision of SIM-only mobile airtime services.

Service Start Date: The date the Service is activated and available for use.

SIM: The Subscriber Identity Module issued to the Customer by Microcare to enable access to the Airtime Services.

Small Business Customer: A business with fewer than 10 employees or volunteers, not being a communications provider.

2. SERVICE DESCRIPTION

2.1 Microcare provides SIM-only mobile services, including voice, SMS, and mobile data, delivered over one or more UK mobile networks.

2.2 The Service is subject to network availability and coverage, which may vary.

2.3 Roaming services are subject to availability and may incur additional charges.

2.4 No physical mobile handsets are supplied as part of this Service.

3. COMMENCEMENT

3.1 The Contract begins on the date Microcare accepts the order. The Service begins on the Service Start Date.

4. DURATION

4.1 The Minimum Period is 36 months commencing from the Service Start Date, unless otherwise stated. Upon expiry of the Minimum Period, or any anniversary thereafter, this Contract will automatically renew for a further period of 36 months unless either party provides written notice of termination at least 90 days prior to the end of the Minimum Period or the then-current term.

4.2 Small Business Customers: The Contract only renews with express written consent. Microcare will request this at least 90 days prior to term expiry.

5. SERVICE USE

5.1 The Customer must not use the Service:

- For fraudulent, illegal, or abusive purposes;
 - To transmit viruses, spam, or malware;
 - In breach of UK mobile network fair usage policies.
- 5.2 The SIM(s) must only be used with approved, unlocked mobile devices.
- 5.3 Microcare may suspend the Service where there is:
- Non-payment of Charges;
 - Reasonable suspicion of fraud or misuse;
 - A security or regulatory issue.

6. MOBILE NUMBERS & PORTING

6.1 The Customer may request to port-in or port-out Mobile Numbers in accordance with Ofcom regulations.

6.2 Microcare may change a Mobile Number where required for operational or regulatory reasons but will provide notice.

6.3 Porting is subject to validation and may incur administrative charges.

7. CHARGES

7.1 Charges are based on the tariff agreed in the order form and include monthly line rental and any usage outside of the agreed allowance.

7.2 Charges are subject to VAT and payable via Direct Debit.

7.3 Microcare will give the Customer written notice of any changes to the Charges or tariff at least 30 days before the proposed change takes effect. If the Customer reasonably objects to the change, it must notify Microcare in writing within 21 days of the notice. If no agreement is reached and the change causes material detriment, the Customer may terminate the affected service without early termination fees by giving 30 days' written notice.

7.4 Microcare reserves the right to increase Charges annually in line with the Retail Price Index (RPI) rate of inflation plus an additional 3.9%, based on the RPI figure published by the Office for National Statistics in February of each year. This increase will take effect from 1st April each year and will not trigger a termination right under clause 7.3 unless it exceeds RPI + 3.9%.

8. PAYMENT

8.1 Invoices are issued monthly and must be paid within the terms stated.

8.2 Late payment fees, reconnection charges, and interest may apply.

8.3 Persistent non-payment may result in Service suspension and legal recovery action.

9. TERMINATION

9.1 The Contract may be terminated:

- At the end of the Minimum Period with 90 days' notice;
- By either party on material breach;
- By the Customer if a price change causes material detriment as per clause 7.3.

9.2 Early termination charges apply and include:

- Line rental for the remainder of the term;
- £35 per SIM administration fee.

10. LIABILITY

10.1 Microcare's liability is limited to:

- £500 per Mobile Number;
- £1,000 per event;
- £10,000 total in any 12-month period.

10.2 Microcare is not liable for:

- Third-party network failures;
- Loss of profit, revenue, or goodwill;
- Unauthorised use of the Service unless due to its negligence.

11. CONFIDENTIALITY & DATA PROTECTION

14.1 Both parties agree to keep confidential information secure.

14.2 Microcare processes personal data in accordance with UK GDPR and the Data Protection Act 2018.

14.3 Credit checks may be conducted using credit reference agencies.

12. DISPUTE RESOLUTION

16.1 Microcare will attempt to resolve any dispute under its Complaints Handling and Dispute Resolution Code of Practice (see: <http://www.microcare-systems.co.uk>).

16.2 If a dispute cannot be resolved within 12 weeks of being raised, the Customer may refer it to:

- The Telecommunications Ombudsman: www.otelo.org.uk / 0845 050 1614; or
- Ofcom: www.ofcom.org.uk / 020 7981 3040 or 0300 123 3333.

16.3 Disputes must be submitted in writing to Microcare's Customer Services Centre with full details.

16.4 Nothing in this clause prevents either party from exercising contractual rights and remedies.

13. GENERAL

- Force Majeure: Neither party is liable for events beyond reasonable control.
- Assignment: Customers may not assign the Contract without written consent.
- Notices: Must be in writing and sent to the contact details on record.
- Entire Agreement: This document forms the entire agreement.
- Jurisdiction: Governed by English law.

CONTACT DETAILS

For any questions or to report faults, contact:

Microcare Systems Ltd

Phoenix House, 100 Brierley Street, Bury, BL9 9HN

Email: enquiries@microcare-systems.co.uk

Website: www.microcare-systems.co.uk