



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

### 1. Contact Details

Creditor	Telefónica UK Limited (trading as O2)
Address	500 Brook Drive, Reading, United Kingdom, RG2 6UU
Web Address	<a href="http://www.o2.co.uk">www.o2.co.uk</a>
Credit Intermediary	#franchise_business_name#
Address	#franchise_business_address#

### 2. Customer Details

Name	#customer_name#
Address	#customer_address#
	#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), 500 Brook Drive, Reading, United Kingdom, RG2 6UU ("**we**", "**us**", "**our**") and you the Customer listed at clause 2 above ("**you**", "**your**", "**Customer**") to finance the purchase of goods (your "**Credit Agreement**"). Capitalised terms not defined in this Credit Agreement are defined in your Pay Monthly Mobile Agreement if you are obtaining credit for a Device purchased as part of an O2 Refresh tariff or in your Equipment Agreement ("**O2 Equipment Only Agreement**") if you are obtaining credit for a Device without an airtime plan.
- 3.2 In order to obtain the credit for a Device purchased as part of an O2 Refresh tariff, you must also enter into and continue (up to a period of 24 months) 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 the Device ("**Airtime Services**").
- 3.3 If you are obtaining credit for a Device purchased, you must agree to the O2 Equipment Only Agreement which will also apply.
- 3.4 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 the Device shown below. We will do so once you have (a) signed the Credit Agreement and if you are obtaining credit for a Device purchased as part of an O2 Refresh tariff, the Pay Monthly Mobile Agreement or (b) if you are obtaining credit for a Device purchased without an airtime plan, the Credit Agreement and the O2 Equipment Only Agreement; or (b) (if later) such time as the 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

Total amount of credit (" <b>Amount of Credit</b> ") is:	£#total_credit#
Total amount you will have to pay:	£#total_pay#
Made up of:	
Upfront Payment:	£#upfront_payment#
Total amount of credit:	£#total_credit#
The total cash price(s) (the amount you would pay to buy all items outright):	£#total_nrc#

### 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 £#installment\_amnt# and a final repayment of £#last\_installment\_amnt# ("**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#

#ind\_nrc#

7.2 If you have received unsatisfactory services or goods paid for under this Credit Agreement costing more than £100, 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 the Device.

## 9. Right of Withdrawal

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. 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 if you are obtaining credit for a Device purchased as part of an O2 Refresh tariff or the O2 Equipment Only Agreement if you are obtaining credit for a Device purchased without an airtime plan).

9.2 To exercise your right to withdraw, you need to notify us on one of the numbers listed below or you can also visit an O2 store if you obtained credit for a Device purchased as part of an O2 Refresh tariff, 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. 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 call us on one of the numbers listed below to make payment using your debit or credit card, or if you obtained credit for a Device purchased as part of an O2 Refresh tariff, you can also visit an O2 store.

9.3 In addition to your right of withdrawal, you also have a right to cancel the purchase of the Device in the Change Of Mind Period. You can find further information on this in:

(a) paragraph 10 and 13 of the Pay Monthly Mobile Agreement if you are obtaining credit for a Device purchased as part of an O2 Refresh tariff;

(b) paragraph 3 of the O2 Equipment Only Agreement if you are obtaining credit for a Device purchased without an airtime plan.

If you cancel the purchase of the Device in the Change Of Mind Period then the Credit Agreement will be automatically terminated.

9.4 If you do not exercise your right to withdraw or you do not cancel the purchase of the Device in the Change Of Mind period, 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 at our discretion either (i) apply the early repayment evenly across your Instalments and reduce your Instalments proportionately or (ii) reduce the number of Instalments to be made under



your Credit Agreement. This means that (i) 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 or (ii) your Term will reduce, but your monthly instalments will remain the same. We will provide you with an updated payment schedule after you have partially paid the credit early.

- 10.3 If you are obtaining credit for a Device purchased as part of an O2 Refresh tariff and 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 (if you have one), upgrade to a different airtime plan or leave the O2 network.

## **11. Barring, disconnection of Airtime Services, disabling 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 rating may be affected making it harder or more expensive to borrow again or take contracts from us in the future. It could result in legal proceedings being taken against you to recover what you owe and you may have to pay costs and expenses that we incur in taking action against you. If you are obtaining credit for a Device purchased as part of an O2 Refresh tariff, we may also take action under your Pay Monthly Mobile Agreement (if you have one), such as barring or disconnecting your Airtime Services.

### ***Disabling 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.

## **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. If you are obtaining credit for a Device purchased as part of an O2 Refresh tariff, it is linked to your Pay Monthly Mobile Agreement for the first 24 months of your Pay Monthly Mobile Agreement only. After this 24 month period you can: (i) continue with the Credit Agreement and your Pay Monthly Mobile Agreement, (ii) continue with the Credit Agreement for the remaining months and terminate your Pay Monthly Mobile Agreement, or (iii) terminate both The Credit Agreement (provided that you pay the remainder of the credit in full) and 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 "4. Amount of Credit"), by the monthly Instalments and in accordance with the details shown at clause 6 above in the section headed "6. 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 Devices listed in this Credit Agreement.

## **14. Disposal of Device**

If you dispose of a Device before you have fully repaid the Amount of Credit, this 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 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) if you are obtaining credit for a Device purchased as part of an O2 Refresh tariff, materially breach the Pay Monthly Mobile Agreement within the first 24 months (which includes non-payment of Charges for Airtime Services for the Device and/or for a Lead Device (if applicable));
- (d) (in the case of a breach which can be remedied) you do not remedy a breach under (a)-(b) 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 you are obtaining credit for a Device purchased as part of an O2 Refresh tariff, and any of the events in clause 15.1 occurs, in addition to the rights under this Credit Agreement and the Pay Monthly Mobile Agreement (if you have one), 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 (if you have one).

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. You may also be required to pay the following charges for late or missed payments reflecting our reasonable administrative costs: £6.00 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<sup>1</sup>**

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 or the O2 Equipment Only Agreement, as applicable (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 you are obtaining credit for a Device purchased as part of an O2 Refresh tariff.**

If a Lead Device Credit Agreement is terminated at any time or your Pay Monthly Mobile Agreement is terminated within the first 24 months (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 within the first 24 months, you cancel it during the Change Of Mind Period, or we receive notice from another network operator that you have used a PAC



or STAC code within the first 24 months), 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 or outside of the first 24 months, 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 Citizens Advice 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](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 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 16,17 and 20 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).

<b>Important – Use of your information.</b> 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: <a href="http://o2.co.uk/termsandconditions/privacy-policy">o2.co.uk/termsandconditions/privacy-policy</a> .		<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 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.
<b>Signed on behalf of Telefónica:</b>		<b>This is a credit agreement. Do not sign it if you do not wish to be bound by its terms.</b>
<b>Signature</b>	 <b>Chief Commercial Officer</b>	#customer_full_name#
<b>Date</b>	#contract_gen_date#	#contract_gen_date#

\* The duration of this Credit Agreement is described in section 5.

.....End of Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974.....



## O2 Equipment Only Agreement

This document outlines the terms and conditions when you buy Equipment, without any connected airtime, from O2 stores, telesales or our website. If you've bought Equipment with a sim or airtime please see our latest Pay Monthly Mobile Agreement or our Pay as You Go Service Terms, as applicable, accessible [here](#). If you'd prefer to receive a hardcopy of these terms you can pick up a copy in an O2 shop or ask our Customer Service team to send you a copy. You can find the different formats available here, [www.o2.co.uk/access-for-all](http://www.o2.co.uk/access-for-all).

This Agreement sets out both of our rights and responsibilities. It is for consumer customers only purchasing goods for their own personal use. If you're an O2 Business customer, then our [O2 terms and conditions for businesses](#) apply.

Your O2 Equipment Only Agreement with us is made up of the following different parts:

- 1. Your Order**
- 2. Delivery & Collections**
- 3. Changing Your Mind**
- 4. Returns & Refunds**
- 5. Faults & Repairs**
- 6. Using Your Equipment**
- 7. Your Information**
- 8. General**

### 1. YOUR ORDER

1.1 If you placed an order online, over the phone/web-chat, or have pre-ordered through our stores, then our acceptance of your order will take place only once we've dispatched it and not before. Sometimes, we may restrict the volume of items that can be sold in one transaction or of a particular type of Equipment. Once we've accepted your order, O2 shall continue to own any goods ordered until it has received payment in full from you or, if you have chosen to pay on credit, until we apply the credit as payment for the Equipment, even though the goods may have already been delivered to you.

1.2 If we are unable to accept your order, we'll let you know. This might occur for a number of reasons including (but not limited to) because the Equipment is out of stock, a credit reference we have obtained for you does not meet our minimum requirements, we have identified an error in the price or description of the product or we are unable to meet a delivery deadline you have specified. You won't be charged and any upfront payments you've made will be refunded to you.

1.3 When you buy from us you agree to give us any information we reasonably ask for in relation to this Agreement and that any information you give us is factually correct and up-to-date.

1.4 If you're placing an order online, over the phone or if you're paying on credit, you must give us your current email address and postal address so we can send you Notices and other important communications from us. You cannot provide us with addresses for businesses or organisations. You must keep these addresses up-to-date and/or tell us immediately if there are any changes to them. You're responsible for making sure your email address works and you'll be responsible for all consequences for errors in sending and receiving email (including our emails being directed to your "junk mail") unless we're negligent. If you want to update the email address we have for you, please do this online using My O2 or contact us. You can see the different ways to contact us by visiting the 'Contact Us' section of our Website.

1.5 Equipment we supply will fit with the manufacturer's description and packaging but digital Content (such as apps or software) preloaded on such Equipment may contain minor defects and such Content should be judged against quality standards proportionate to the value of those digital goods. Always keep your Content up to date. You have the right to reject defective Equipment within the periods of time set out in our [Returns Policy](#) on our Website.

### 1.6 Payment methods

You must pay for your Equipment at the time of purchase (which includes signing a Device Plan). The following methods of payment may be available to you for Equipment only purchases:





- **Online**— we accept credit arranged through O2 or one of its credit partners (e.g. a Device Plan), all major credit & debit cards, PayPal, Apply Pay & e-vouchers (where applicable).
- **Telesales** – we accept credit arranged through O2 or one of its credit partners (e.g. a Device Plan), all major credit & debit cards & e-vouchers (where applicable).
- **In Store** – we accept cash, all major credit & debit cards & e-vouchers (where applicable).

The payment methods available to you depend on the Equipment you are purchasing. The available payment methods will be presented to you in your purchasing journey.

### 1.7 Paying by credit

When paying with credit, you must comply with the terms of your Device Plan. You may have to pay an upfront amount at the time you order with the remainder payable in monthly instalments, as set out in your Device Plan. You must pay your monthly instalments by Direct Debit.

If you agreed to buy your Equipment under a Device Plan, the terms for payment of the Equipment will be as set out in that Device Plan. The terms of the Device Plan will take precedence in the event of any conflict between it and this Agreement.

If you've chosen to pay by credit, you can get a copy of your payment schedule and Device Plan in your online My O2 account or by contacting us. To log into My O2 or to set up a My O2 account go to [www.accounts.o2.co.uk](http://www.accounts.o2.co.uk). You can see the different ways to contact us by visiting the 'Contact Us' section of our Website.

### 1.8 Prices

The price for Equipment will be detailed on our Website or in-store price tickets and will be confirmed in your order confirmation or receipt. Prices may be adjusted from time to time and prices available online, in stores and through telesales may differ.

## 2. DELIVERY & COLLECTIONS

2.1 If you ordered your Equipment for delivery or Click and Collect, you'll be advised of the estimate time for delivery or collection when you place your order.

2.2 You will be provided with the delivery and collection options available to you and the associated costs when you purchase the Equipment. For more information on our delivery and collection options, go to [www.o2.co.uk/help/device-and-sim-support/collection-and-delivery](http://www.o2.co.uk/help/device-and-sim-support/collection-and-delivery).

2.3 We are not responsible for delays outside our control. If our delivery of the Equipment is delayed then we will contact you as soon as possible to let you know.

2.4 Any Equipment that we deliver to you or that you collect is your responsibility once it is collected by you or delivered to you (or someone you have nominated). Once you've collected or received it and paid for it using one of the payment methods, you own the Equipment (including by signing a Device Plan).

## 3. CHANGING YOUR MIND

3.1 Unless we've said otherwise, if you purchase Equipment directly from us (rather than one of our distributors), you may return your Equipment to us once for a like for like replacement or cancel this Agreement before the end of the 14 day Change-Of-Mind Period and get a refund, provided the Equipment is returned in satisfactory condition. This is in addition to any statutory or regulatory rights you may have.

3.2 If you wish to change your mind, please let us know and return the Equipment as follows:

- **If you purchased online:** inform us you wish to change your mind by calling 0344 809 0202, then follow the instructions within the return information we post to you and post the Equipment to the address on the form provided;
- **If you purchased over the phone:** inform us you wish to change your mind by calling 0344 809 0202, then follow the instructions within the return information we post to you and post the Equipment to the address on the form provided;
- **If you purchased in store:** return the Equipment to one of our stores.

3.3 You must return any Equipment to us within 14 days from the date of your notice to us. Further details are set out in the [returns and repairs section](#) of our Website.





3.4 If you bought your Equipment on credit, you can find information on how to withdraw from the Device Plan in your Device Plan. The right you have to withdraw from your Device Plan does not affect your agreement for the purchase of the Equipment and you will be required to repay the total amount of credit in full no later than 30 days beginning with the day after the day on which you gave us notice of withdrawal.

3.5 This paragraph does not affect your statutory or regulatory rights.

#### **4. RETURNS & REFUNDS**

4.1 If you are returning Equipment by post, it must be returned to: O2 Returns Centre, Communications House, Vulcan Road North, Norwich, NR6 6AQ.

4.2 You must return any Equipment that we supplied or sold you as part of this Agreement, undamaged, unlocked (i.e. free of security or software locks) with proof of purchase, in the original packaging and complete with all the original parts, within the Change-Your-Mind Period. Before you return your Equipment, if applicable, make sure you've backed up everything you want to keep (like contacts and photos), removed all data from the Equipment, turned off your passcodes (in your device settings) and removed any security software. Check our Website, ask in an O2 shop or call customer services for details of our repair and returns processes.

4.3 **Postage.** Unless we tell you otherwise, we'll bear the reasonable postage costs of returning the Equipment with all original parts and the original packaging as long as you follow our [Returns Policy](#), otherwise you must bear the cost of returning the Equipment to us. If you do not, we may charge you the reasonable costs that we incur in collecting it, which may be substantial. You must make the Equipment available for collection on our request.

4.4 **Refunds.** If you are due a refund we'll refund that money to you when we get the Equipment back from you in satisfactory condition (which includes being free of any security or software lock). If you are entitled to a like for like replacement for your Equipment, you must return your original Equipment to us before we replace it, or if you are provided with a replacement before you have returned your original Equipment in line with paragraph 5.1, you may be charged for a Non-Return.

#### **5. FAULTS & REPAIRS**

5.1 If you bought your Equipment directly from us and it is defective, not in accordance with any description given to you by us, not reasonably fit for purpose or it develops a fault, you'll be able to return it for repair and, if applicable, a replacement or refund if you follow our [Faults and Repairs](#) policy.

5.2 If you do not return Equipment you claim is defective so that we can satisfy ourselves as to the defect, you'll be charged for a Non-Return.

5.3 Digital Content (such as apps or software) preloaded on such Equipment may contain minor defects and such Content should be judged against quality standards proportionate to the value of those digital goods.

5.4 You should contact us as soon as possible if any of the circumstances above apply to you to make sure that you are able to exercise any rights you have. Alternatively, if you experience any difficulties with your Equipment within your warranty period, you can contact the manufacturer for replacement or repair under the manufacturer's warranty service usually detailed in the User Guide(s).

5.5 Nothing in paragraph affects your statutory and regulatory rights.

5.6 We do not provide any guarantee that any Equipment is suitable for use with a particular service or Content.

#### **6. USING YOUR EQUIPMENT**

6.1 You must use the Equipment in the way described in any User Guides, or other instructions issued by us and in a responsible manner. If you are a parent or guardian, you are responsible for the use of the Equipment by a child or young person in your care.

#### **7. YOUR INFORMATION**



7.1 When you shop with us, enquire about our products or services or search our Website, we'll need information from you to help you find what you're looking for or process your order. The information you give us or that we collect will be processed in accordance with our Privacy Policy, which we can read in full [here](#). This includes, but is not limited to, if you have purchased your Equipment with a Device Plan, information held about you by credit reference agencies may be linked to records relating to your Financial Associate(s). For the purposes of this application you declare that you and your Financial Associate(s) are financially independent and you request that your application be assessed without reference to any "associated" records, although you recognise that this may adversely affect the outcome of your application. You believe that there is no information relating to your Financial Associates that is likely to affect our willingness to offer the Service to you. You authorise us to check the validity of this declaration with credit reference agencies and if we discover any associated records, which would affect the accuracy of this declaration we may decide not to proceed with the application on this basis. For the purpose of this paragraph a "Financial Associate" is someone financially linked to you (for instance, a spouse, partner or family member). We may also refuse to accept payments from you where we identify an unusual pattern of payments or behaviour, or to comply with our anti-money laundering obligations. You can get more details from our public registration held by the Information Commissioner.

7.2 If you want to read more about the what personal information we have, how we use it and how you can check and update any of your personal information, please see our [Privacy Policy](#).

7.3 If you don't want your details to be used to send you marketing communications, you can update your marketing preferences at any time using the link in any marketing communication received. Alternatively, you can check and update your current preferences [here](#).

## **8. GENERAL**

### **Limitation of Liability**

8.1 Except as set out in paragraph 8.3 below, we have no liability to you for losses which haven't resulted naturally from our breach or which we could not have seen coming, or any loss of data, profits, business, costs, expenses, or any other form of financial loss. We will provide you with compensation that you are entitled to in accordance with your legal rights.

8.2 You agree we have no responsibility for the deletion, loss or corruption of any Content on your Equipment, unless we are negligent.

8.3 Nothing in this Agreement excludes or restricts the liability of either you or us for:

- (a) death or personal injury resulting from negligence; or
- (b) fraud or fraudulent misrepresentation.

8.4 If we're found to be liable to you including but not limited to breach of contract, tort (including negligence), misrepresentation or breach of statutory duty, our liability will not exceed £3,000 (except in either case under the paragraphs immediately above or below).

8.5 Nothing in this Agreement will exclude or restrict the liability of either you or us for any liability that can't be excluded or restricted by law.

8.6 Each of these paragraphs operates separately. If any of them is found by a Court to be unreasonable or inapplicable the other parts will still apply.

## **9. LOSS OF YOUR EQUIPMENT**

9.1 If your Equipment is lost or stolen, and you were paying for it on credit, you'll still be responsible for paying for it. Please see your credit agreement terms and conditions for more information.

## **10. THINGS BEYOND OUR REASONABLE CONTROL**

10.1 Except for the obligations under paragraphs 1.6, if either of us can't do what we've promised because of something beyond our reasonable control (such as lightning, floods, exceptionally severe weather, fire, explosions, epidemics, pandemics, war, civil disorder, industrial disputes, acts of terrorism, acts or omissions of others for whom



we're not responsible (including other telecommunication providers), acts of local or central Government or other competent authorities), neither of us will be liable for this.

## 11. ASSIGNMENT

11.1 You can't assign or transfer any of your rights under this Agreement to anyone else unless we agree in writing.

11.2 We can assign or transfer our rights and obligations under this Agreement or any part of it or a Related Agreement, on the same terms, to any third party.

## 12. NOTICES

12.1 Any Notice related to this Agreement must be:

- (a) by you in writing and delivered by hand or sent by pre-paid post, to us at the address on your bill or be delivered through the 'Contact Us' section of our Website. You'll need to tell us your full name, address, account number and mobile phone number when sending notice through the 'Contact Us' section of the Website; and/or
- (b) by us in writing by post or email to you at the most recent address you've given us (and you must keep us updated if your details change), or by SMS, My O2 or bill communication, Website notification or other method of written notification which we may reasonably use to communicate with you.

## 13. CHANGES TO THE AGREEMENT

13.1 We can make reasonable changes to this Agreement at any time and you will not have any right to terminate this Agreement in light of changes we make which are not to your significant disadvantage. All changes will be posted on our Website. Please check regularly for updates.

13.2 If we change the terms and conditions of this Agreement to your significant disadvantage (in our reasonable opinion) we'll give you 30 days' Notice before the changes take place and you may have a right to terminate this Agreement as a result.

13.3 If you take an insurance policy from or through us, we'll exchange information about you and your account relating to that policy with the underwriters of the policy with the administrators of the policy and with any relevant insurance intermediaries (the "**Insurance Providers**"). Your personal data will be collected and processed by us, our agents and the Insurance Providers to the extent necessary for the policy described. This will include when we're making a decision about your eligibility for cover, premiums, assessing claims, and carrying out fraud prevention measures. We and the Insurance Providers may also pass information to law enforcement authorities, regulators and the Financial Services or the Communications Ombudsman.

## 14. IS THERE ANYTHING ELSE?

14.1 If either you or we choose not to, or delay in, enforcing any right or remedy under this Agreement this won't be a waiver of those rights or remedies. If you break this Agreement, and we choose to overlook it, we can still end this Agreement if you break it again and vice versa.

14.2 If you want to complain about our Service, contact customer services (details are on your bill or on the "**Contact Us**" section of the Website). If you are still unhappy you can write for an impartial review to: O2 Complaints Review Service, PO Box 694, Winchester, SO23 5AP. Please include your mobile phone number if you write to us. If we don't resolve your complaint you can contact the Communications Ombudsman. The Communications Ombudsman website is [www.commsombudsman.org](http://www.commsombudsman.org). You can contact them on 0330 440 1614, email [enquiry@commsombudsman.org](mailto:enquiry@commsombudsman.org) or write to them at PO Box 730, Warrington WA4 6WU. They offer a free, independent service, but will only deal with your complaint if it's still unresolved after 8 weeks or there is a deadlock situation. You can check our Website for a copy of our [Code of Practice](#) on complaints and for our latest information on alternative dispute resolutions. We are here to help. If something goes wrong, we want to put it right. You can find out more about our complaints process in our Customer Complaints Code which can be found at [www.o2.co.uk/how-to-complain](http://www.o2.co.uk/how-to-complain).

14.3 Each of the paragraphs of the Agreement operates separately. If any of them are found by a Court to be unreasonable or inapplicable the others will still apply.



14.4 Third parties can't benefit from this Agreement or Related Agreements under The Contracts (Rights of Third Parties) Act 1999.

14.5 This Agreement is governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales, which both you and we submit to. In addition to any rights and remedies provided to you in your Agreement with us, you also have other legal rights and remedies under consumer law. Some of the key legal rights you have are contained in the Consumer Rights Act 2015. For more information on your legal rights you may wish to seek independent legal advice or contact your local Citizens Advice Bureau.

## 15. THE DEFINITIONS

15.1 In this Agreement (including these General Terms):

**"Agreement"** means this O2 Equipment Only Agreement (which includes our Privacy Policy and any other relevant terms specified on our Website);

**"Change-Of-Mind Period"** means the number of days you have to cancel this Agreement and/or return or swap your Equipment for a like for like replacements, which will be 14 days after the day you receive your Equipment and/or SIM Card, unless otherwise specified;

**"Content"** means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Service including all information supplied by third party content providers from time to time. Content may be chargeable;

**"Device Plan"** means a Fixed Sum Loan Agreement (sometimes known as a credit agreement) made to finance the purchase of your Equipment;

**"Equipment"** means the mobile phone, laptop computer, netbook, tablet, wearable device, headphones, accessory or any goods we supply to you under this Agreement;

**"Financial Associate"** means someone financially linked to you (for instance, a spouse, partner or family member);

**"Insurance Providers"** means the underwriters and administrators of any insurance policy you take from us;

**"Non-Return"** means Equipment which we do not receive back into the relevant sales channel (e.g. an O2 shop or the location on the returns label if sold through a distance channel), or Equipment which is damaged, locked or disabled by security programmes or other software so that we are unable to check it for defects; not in its original packaging and/or lacking the required proof of purchase;

**"Notice"** means notice given in accordance with paragraph 12;

**"O2 Equipment Only Agreement"** means the terms set out in this agreement governing the sale of Equipment by us to you;

**"Related Agreement(s)"** means other terms and conditions which you separately agree to, under which we or our group companies agree to provide you with good(s) or service(s);

**"User Guide"** means any guide(s) or documentation supplied with your Equipment either by us or by your Equipment's manufacturer that provides information on your Equipment;

**"Website"** means our website at [www.o2.co.uk](http://www.o2.co.uk);

**"We", "us", "our" or "O2"** means Telefónica UK Limited of 500 Brook Drive, Reading, United Kingdom, RG2 6UU. Registered in England and Wales under Company number 1743099 and VAT number GB 386 4146 72. Telefónica UK Limited is authorised and regulated by the Financial Conduct Authority (Reference Number 718822); and

**"You"** means you, the customer who this Agreement is made with and includes any person that we reasonably believe is acting with your authority (including using your account).

