MODULATION TELECOM LIMITED - B2B MOBILE AIRTIME AGREEMENT TERMS AND CONDITIONS

These Terms and Conditions apply only to Subscribers acting wholly or mainly in the course of business and do not apply to consumers.

1. **INTERPRETATION**

1.1. Agreement means the Mobile Airtime Agreement together with these Terms and Conditions.

1.2. Business Subscriber or Subscriber means a customer acting wholly or mainly for the purposes of its trade, business, craft or profession.

1.3. Company means Modulation Telecom Limited trading as Modutel, with company number 11872942, who's registered office is at Eastleigh House, Upper Market Street, Eastleigh, Hampshire, SO50 9YN.

1.4. Minimum Term means the minimum contractual period stated in the Agreement.

1.5. Network means the underlying mobile network operator providing airtime services.

1.6. Services means the mobile airtime services supplied under the Agreement.

1.7. SIM Card or eSIM means the subscriber identity module provided for use with the Services.

2. **CONNECTION AND SERVICES**

2.1. The Company shall use reasonable skill and care in providing the Services.

2.2. The Services are dependent on third-party networks and infrastructure.

2.3. The Company may modify or withdraw the Services where required for technical, regulatory, or operational reasons.

3. **CHARGES AND PAYMENT**

3.1. Charges are as set out in the Agreement or applicable tariff.

3.2. Invoices are issued monthly unless otherwise agreed.

3.3. Payment is due within seven (7) days of invoice date by Direct Debit.

3.4. All Charges and fees are exclusive of VAT, which shall be payable by the Subscriber in addition at the applicable rate.

3.5. The Company may charge interest on overdue sums at 8% above the Bank of England base rate from the due date until payment is made.

3.6. The Company may set and vary a credit limit and require immediate payment where the credit limit is exceeded.

4. **FEES**

4.1. Where any invoice remains unpaid after the due date, the Company may apply a late payment administration fee of £10.00.

4.2. Where a Direct Debit payment is returned unpaid by the Subscriber's bank, the Company may apply a Direct Debit failure administration fee of £10.00 per failed payment.

4.3. Where the Services are suspended due to Subscriber default, the Company may apply a reinstatement administration fee of £50.00 per mobile connection.

4.4. Where the Subscriber requests a Porting Authorisation Code (PAC) or Service Termination Authorisation Code (STAC), the Company may apply an administration fee of £25.00 per mobile connection.

4.5. The Company may charge an administration fee of £5.00 for replacement SIM Cards or eSIM reissues requested by the Subscriber.

4.6. All fees set out in this clause relate to separate administrative events and may be applied cumulatively where applicable.

5. **ACCEPTABLE USE**

5.1. The Subscriber shall comply with all applicable laws and regulations relating to the use of the Services.

5.2. The Subscriber shall not use the Services for any unlawful, fraudulent, or improper purpose.

5.3. The Subscriber shall not act in any way that damages the Network or materially impairs the Services.

5.4. The Subscriber shall comply with any reasonable instructions issued by the Company relating to the proper use of the Services.

6. **SUSPENSION**

6.1. The Company may suspend the Services where payment is overdue, the credit limit is exceeded, the Services are misused, or continued provision risks network integrity.

6.2. Reinstatement following suspension due to Subscriber default may be subject to an administration fee.

7. **TERM**

7.1. Each SIM Card or mobile number shall have the Minimum Term stated in the Agreement.

7.2. Following expiry of the Minimum Term, the Agreement shall continue on a rolling monthly basis unless terminated.

8. **TERMINATION**

8.1. The Company may terminate the Agreement immediately for material breach, insolvency, or where required by law.

8.2. The Subscriber may terminate the Agreement following expiry of the Minimum Term by giving not less than thirty (30) days' written notice.

8.3. Any request for a PAC or STAC shall be subject to applicable administration fees as set out in Clause 4.4.

9. **EARLY TERMINATION**

9.1. Where the Subscriber terminates during the Minimum Term, the Subscriber shall pay all Charges due up to termination together with the remaining Monthly Charges for the balance of the Minimum Term.

10. **NETWORK CHANGES**

10.1. Where the Subscriber requests a change to the underlying airtime provider or Network, such change may be subject to a new Minimum Term.

10.2. Where such change is requested during the Minimum Term applicable to the existing service, termination charges may apply.

11. **LIABILITY**

11.1. The Company shall not be liable for indirect or consequential loss.

11.2. Total liability shall be limited to Charges paid in the three months preceding the event.

11.3. Nothing limits liability for death or personal injury caused by negligence or fraud.

12. **ASSIGNMENT**

12.1. The Company may assign its rights and, where applicable, novate its obligations under the Agreement.

12.2. The Subscriber may not assign without prior written consent.

13. **FORCE MAJEURE**

13.1. The Company shall not be liable for failure caused by events beyond its reasonable control.

14. **NOTICES**

14.1. Any notice shall be in writing and may be delivered by hand, post, or email.

15. **ENTIRE AGREEMENT**

15.1. This Agreement constitutes the entire agreement between the parties.

16. **WAIVER**

16.1. No failure to exercise any right shall constitute a waiver.

17. **VARIATION**

17.1. The Company may vary its charges or these Terms and Conditions from time to time by publishing details of such variation on the Company website (www.modutel.co.uk) or otherwise notifying the Subscriber.

17.2. Any such variation shall take effect two (2) weeks from the date of publication unless otherwise stated by the Company.

17.3. Prices will increase each year by up to CPI + 2%. The Company may apply a lower increase, including no increase, at its discretion. While prices may increase, the Company does not align its increases with standard industry levels and instead aims to apply lower increases, typically around 2%, where possible, taking into account underlying costs. Such increases form part of the Agreement and shall not give rise to any right to terminate.

18. **GOVERNING LAW**

18.1. These Terms and Conditions are governed by English law.