MODULATION TELECOM LIMITED - B2C MOBILE AIRTIME AGREEMENT TERMS AND CONDITIONS

These Terms and Conditions apply to Consumers acting wholly or mainly outside their trade, business, craft or profession.

1. INTERPRETATION

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

1.2. Consumer or Subscriber means an individual acting wholly or mainly outside their 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 supply the Services with reasonable skill and care.

2.2. Service availability depends on third-party networks and factors beyond the Company's control.

2.3. Temporary interruptions may occur for maintenance or technical reasons.

3. CHARGES AND PAYMENT

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

3.2. Invoices are issued monthly and sent electronically.

3.3. Payment is due within fourteen (14) days of the invoice date by Direct Debit.

3.4. Prices include VAT unless otherwise stated.

3.5. The Company may charge interest on overdue sums at a reasonable rate reflecting administrative costs.

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 Consumer's bank for any reason, 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 Consumer default, including non-payment or misuse, the Company may apply a reasonable reinstatement administration fee of £25.00 per mobile connection.

4.4. Where the Consumer requests a replacement SIM Card or eSIM, the Company may apply a reasonable administration fee

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

5. COOLING-OFF PERIOD

5.1. Consumers have a statutory right to cancel within fourteen (14) days of the Agreement commencing, in accordance with the Consumer Contracts Regulations.

6. ACCEPTABLE USE

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

6.2. The Consumer shall not use the Services for any unlawful or improper purpose.

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

7. SUSPENSION

7.1. The Company may suspend the Services for non-payment or misuse.

7.2. The Company will take reasonable steps to notify the Consumer before suspension unless immediate action is required.

7.3. Reinstatement following suspension due to Consumer default may be subject to a reasonable administration fee of £25.00 per mobile connection.

8. TERM

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

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

9. TERMINATION

9.1. The Consumer may terminate the Agreement at any time by giving thirty (30) days' notice.

9.2. Where termination occurs during the Minimum Term, proportionate early termination charges may apply.

10. NETWORK CHANGES

10.1. Where the Consumer requests a change to the underlying airtime provider or Network, such change may be treated as a new service order and subject to a new Minimum Term, as agreed at the time.

11. LIABILITY

11.1. Nothing in these Terms limits or excludes the Consumer's statutory rights.

11.2. The Company is responsible for foreseeable loss caused by breach or lack of reasonable care.

11.3. The Company is not liable for loss caused by events beyond its reasonable control.

12. ASSIGNMENT

12.1. The Company may assign this Agreement provided it does not reduce the Consumer's rights.

12.2. The Consumer may not transfer this Agreement without the Company's consent.

13. FORCE MAJEURE

13.1. The Company shall not be liable for failure or delay 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. VARIATION

16.1. The Company may change these Terms and Conditions (including the charges) by publishing details of such changes on the Company website (www.modutel.co.uk) or otherwise notifying the Consumer at least two weeks before the change is to take effect.

16.2. Where a change is materially detrimental to the Consumer, the Consumer may terminate the Agreement without penalty by giving notice within thirty (30) days of the change taking effect. This does not apply to price increased carried out in accordance with clause 16.3.

16.3. Prices will increase each year by up to CPI + 2%. We may apply a lower increase, including no increase, at our discretion. While prices may increase, we do not align our increases with standard industry levels and instead aim to apply lower increases, typically around 2%, where possible, taking into account our underlying costs. This increase forms part of the Agreement and will not usually give you the right to end your contract, except where required by law.

17. GOVERNING LAW

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