



ONSIM Mobile Network
Terms of Service

Document v3.1.1

Welcome to Onsim, a provider of mobile and fixed line communications services designed for businesses, corporates and organisations.

Please read these customer terms of use ("Customer Terms") carefully before accessing or using the Onsim services. The service is operated by DESK COMMS LIMITED, a private limited company registered in England with number 08429703 whose registered office is at 207-209 Southwark Bridge Road, London, SE1 0DN ("we" or "us" or "our"). These Customer Terms apply to all Customers who access or use the Service. By clicking on the accept buttons relating to the Customer Terms, Data Processing Agreement and Privacy Policy, you agree to be legally bound by these Customer Terms, Data Processing Agreement and Privacy Policy as they may be modified and posted on our Website from time to time. In these Customer Terms, "you" refers to the entity you represent ("Customer").

If you do not agree with these Customer Terms, Data Processing Agreement or Privacy Policy, you may not use the Service.

1. Agreement Structure and Contracting Entity

1.1. The Agreement shall comprise of:

- 1.1.1. Each set of Commercial Terms
- 1.1.2. The Service Terms;
- 1.1.3. Any applicable Price Plan Guide(s);
- 1.1.4. These General Terms;
- 1.1.5. Onsim's Standard List Price;
- 1.1.6. Any other document expressly referred to in this Agreement; which apply in decreasing order of precedence.

1.2. By entering into the Agreement, the Customer confirms that it is contracting as a business and not as a consumer.

2. Definitions – The defined terms in the Agreement shall have the following meanings:

Additional Services – additional or supplemental services for which a charge is made in addition to the fixed periodic charges for the Services (if applicable).

Age Restricted Services – any Services for use only by customers 18 or over

Connection – the procedure by which we give you access to Services. 'Connected', 'Connecting', and 're-Connection' have corresponding meanings.

Confidential Information – Information which would reasonably be regarded as confidential by a business person concerning the operations, business, services, knowhow, suppliers, customers, or products of the disclosing Party disclosed by a Party to the other Party before or after the Commencement Date.

Disconnection – the procedure by which we stop your access to Services. 'Disconnected', 'Disconnect' and 'Disconnecting' have corresponding meanings.

Equipment – Any tangible material, but not a SIM Card, supplied by Onsim to Customer, such as a mobile phone or a connecting cable.

Equipment Subsidy – Original Equipment value less any upfront payment made by Customer towards the Equipment.

Handset – the device or mobile handset that is authorised by us for Connection to the network which is used to access Services.

Intellectual Property Rights – Rights in, and in relation to, any patents, registered designs, design rights, trademarks, trade and business names (including all goodwill associated with any trademarks or trade and business names), copyright, moral rights, databases, domain names, topography rights and utility models, and including the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; rights in the nature of unfair competition rights and to sue for passing off; and trade secrets, confidentiality and other proprietary rights, including rights to know-how and other technical information.

Messaging Services – any email, fax and voicemail services, text message and multimedia messaging services, personal information management and other message or communication facilities which let you communicate with others.

Network – The telecommunication systems Onsim uses to provide the Services.

Premium Services – any Services which are charged at premium rates. You can only access these Services, such as international calling and international roaming, with our approval.

Services – the services offered by us, including call services, Messaging Services, Storage Services, Age Restricted Services and Premium Services, which we agree to provide for you.

SIM / SIM Card(s) – A subscriber identity module card is an integrated circuit storing user specific data, including your phone number and allows use of equipment on the Network.

Session Initiation Protocol (SIP) – is a communications protocol for signaling and controlling multimedia communication sessions in applications of Internet telephony for voice over Internet Protocol (IP) networks.

Storage Services – any Services which offer you storage capacity on the network for storage of content which you access from us.

Suspension – the procedure by which we temporarily Disconnect your access to the Services. 'Suspend' has a corresponding meaning.

Subsidy – A sum Onsim invests in the Customer, including cash bonus, connection bonus, Technology Fund, Equipment discount, as set out in the Commercial Terms.

UK – England, Wales, Scotland, Northern Ireland and adjacent islands (e.g. Isle of Wight) but excluding the Channel Islands and the Isle of Man.

User – An individual end user of the Equipment and/or Services under this Agreement.

Onsim – Desk Comms Limited, registered number 08429703, and registered office 207-209 Southwark Bridge Road, London, SE1 0DN.

3. Key Points

3.1. The General terms for Services only cover the terms on which you may use the Services. They do not cover your purchase or rental of Handset(s) or Hardware.

3.2. Services will be provided within our network provider's network area but it's always possible that the quality or coverage may be affected at times.

3.3. You must not use the Services for any illegal or improper purposes. Anyone under 18 is not permitted to access Age Restricted Services.

3.4. You agree that we and our network provider can process your personal data which we collect or which you submit to us during any sales or registration process, for a number of purposes, including to open and manage an account for Services, to deliver products and services ordered by you, for credit checking and fraud prevention, (subject to your preferences) as set out in our 'Privacy Policy' in the Terms for Services.

4. Terms of Services

4.1. About your agreement. It is your responsibility to make sure any SIM or SIP account is only used to access Services as permitted in this agreement. This agreement does not cover the supply of your Handset(s) or Equipment. The manufacturers of Handsets and Equipment are not related to us.

4.2. Variations to your agreement or prices. We may vary any of the terms of your agreement. You can end the agreement if such variations are to your detriment except that you will not be able to end the agreement if such variation or increase:

4.2.1. is due to changes to the law, government regulation or licence which affect us; or

4.2.2. relates solely to Additional Services;

4.3. If you carry on using Services after the variation commences, you will be deemed to have accepted the variation.

4.4. Onsim may reasonably increase the prices set forth on the price list and any other schedules, at any time and for any reason, by giving at least 30 days prior written notice of the new price.

5. Signup

5.1. The person signing up for an account will be automatically assigned as a super administrator ("Super Administrator"), the Customer contact who has day to day responsibility for the Customer account. Your account is only for use by either a single legal entity (e.g. a company or a partnership) or an individual user.

5.2. You must provide the Customer legal full name, address, a valid email address, and any other information requested in order to complete the signup process.

5.3. The Customer acknowledges that, if the Customer allows a third party to open an account on their behalf or designates any of the third party's personnel as Super Administrators of the Customer's account, the third party will be able to control account information, including Customer Data, and access to the Customer's account.

5.4. You confirm that all Users are 18 years old or older.

5.5. For further terms and conditions relating to sign up please refer to:

5.5.1. For lite plans - Schedule A below

5.5.2. For Pro Plans - Schedule B below

6. Commencement of Service & Term

6.1. By agreeing to use our services you understand that you are entering expressly into a business to business contract and therefore there is no cooling off period or 14 day cancellation period for any of our services (this is consumer legislation). If you enter into a pro (12 month) contract you are bound to the entire 12 month term on activation and cancellation before the end of the contracted period will result in the full remaining balance of the contract becoming immediately due. We offer 30 day contracts for you to evaluate the service if necessary before entering into a 12 month term.

6.2. Onsim reserves the right to charge additional fees for any customisation of your system. This will be quoted on request.

6.3. For further terms and conditions relating to commencement of service & term please refer to:

6.3.1. For lite plans - Schedule A below

6.3.2. For Pro Plans - Schedule B below

7. Availability & Support

7.1. We will endeavour to make the service available to customers and users 24 x 7, however we shall not be liable if for any reason the service is unavailable at any time or for any period.

7.2. We may suspend access to your account temporarily and without notice in the case of system failure, maintenance or repair or due to a Force Majeure Event.

7.3. We will provide technical support to you only when a ticket is raised correctly through the prescribed channels. To raise a ticket an email must be sent to support@onsim.uk in the first instance. We reserve the right to refuse to service your technical support request if you do not have a valid open ticket reference number. Technical support is available only during working hours (9-5 Monday-Friday, excluding bank holidays). Technical support will only be provided for bugs or errors that are reproducible by us. You agree to provide us with full and accurate details of all bugs and errors, on request see 7.7). You acknowledge that we provide no warranty that all or any bugs or errors will be corrected.

7.4. We will provide technical support in accordance with our service level agreement. Onsim reserve the right to vary from time to time any published service levels.

7.5. Neither our staff nor our third party service partners have access to any user passwords and are therefore unable to access the organisation's account or data

7.6. We will not tolerate any abusive or aggressive behaviour towards our staff. This behaviour may prevent us from being able to provide the appropriate support and may result in your services being terminated.

7.7. Logging faults. For any faults we will require the following information. Without all of the below we will be unable to resolve the fault or adhere to our SLAs:

7.7.1. (a) Exact nature of fault (Detailed description of the issue you are encountering)

7.7.2. (b) Confirmation of which users are affected (extension numbers or direct dial information please)

7.7.3. (c) A minimum of 3 call/SMS examples of where the fault has occurred, these examples must be from within the last 72 hours. The details we need for each of these calls are:

- 7.7.3.1. - Whether this is an Inbound/Outbound Call or SMS
- 7.7.3.2. - Time & date of call
- 7.7.3.3. - All numbers involved in the call (for example extension 2001 rang 07xxxxxxxxxxxx, or call from 07xxxxxxxxxxxx came into our main line 012xxxxxxxxxxxx, picked up by extension 2001)

7.8. Service Level Agreements

Priority	Response Office Hours	Response Out of Hours
Normal	2 Hours	Next Working Day
High	1 Hour	Next Working Day
Urgent	30 Minutes	Next Working Day

Priority	Extent of Impact	Type of Query/Request/Issue
Normal	User/Group Requirement	Query, Information request, Minor faults with limited impact on services, service change requests (e.g. divert implementation or holiday divert changes)
High	One or several users	

		Unable to make or receive calls, unable to use specific feature which severely impacts services
Urgent	All users (more than 1 user systems)	Complete loss of service for the entire site

8. Allowances and Fair Usage Policy

8.1. You acknowledge and agree that our Fair Usage Allowance is set from time to time based on the average fair and reasonable needs of administering a business.

8.2. You acknowledge and agree that our "Unlimited UK Landline & Mobile" Call Plans are:

8.2.1. not intended or suitable for high volume contact centres, making automated phone calls, high volume outbound sales & marketing or any other usage than that equivalent to the average fair and reasonable needs of administering a business and;

8.2.2. capped at our Fair Usage allowance with all further calls beyond that limit charged at the prevailing out of bundle Call Costs.

8.3. Your inclusive minute plan will be re-set on the plan anniversary date and will not roll over. Minutes are deducted from your monthly allowance at the rates that are displayed in our tariff documents rounded up to the nearest penny.

8.4. Call charges for any calls which fall outside of your inclusive allowances (based on your tariff) will then be rounded up to the nearest penny. In addition, desk comms may apply a per call connection charge to each call.

8.5. All of our unlimited call price tariffs are subject to a fair usage policy, currently 10,000 voice minutes and 1,000 SMS (including MMS messages) in any one billing period. Onsim reserves the right to charge for usage at out of Bundle rates after these usage thresholds have been exceeded.

8.6. In the event that you exceed the limits included in this fair usage policy:

8.6.1. We will charge outside bundle call charges as described above.

8.6.2. We reserve the right to switch you to a more appropriate tariff or call package at any time

8.6.3. We reserve the right to suspend the service

8.6.4. We reserve the right to terminate this Agreement with immediate effect.

8.7. Inclusive UK calls are defined as;

8.7.1. Calls to UK Geographic Landlines beginning 01, 02 and 03

8.7.2. Calls to UK Mobiles beginning 07 and not explicitly excluded here; <https://onsim.uk/charges/>

8.7.3. Calls to UK Non-Geographic numbers beginning 0808 and 0800

8.7.4. They do not include calls UK Non-Geographic numbers beginning 0845 or premium numbers beginning 0870 or 09, personal 07 numbers and Internet access numbers.

8.7.5. UK Mobiles are classified as calls to T-Mobile, Virgin, Orange, Vodafone and O2 only. We explicitly exclude Lycamobile and Lebara mobile from our inclusive UK call allowances.

9. Default Roaming and Dialling restrictions

9.1. You acknowledge that by roaming outside of the Home Zone you will be liable for any and all charges incurred and that any minutes SMS, MMS or Data usage will not be in any inclusive bundle allowance that you may have

9.2. By default we block all international calling and premium rate calling on our service

9.3. The inability to call international or premium rate numbers is not grounds for breaking your contract as they are expressly not included in your package.

10. What We Will Provide for You

10.1. Number Porting

10.1.1. We will support inbound and outbound number porting and number migration wherever this is technically possible.

10.1.2. Standard charges published in our guides will apply to all porting and migrations.

10.1.3. We cannot guarantee that any porting requests will be successful and will charge for failed, cancelled or rejected porting requests.

10.1.4. If all information has not been submitted we will be unable to action your port request. If the port fails due to incorrect information being supplied, additional charges will apply.

10.2. A phone number and SIM

10.2.1. We or our network provider own each SIM and each SIM remains our or their property at all times. You are being allowed to use the SIM by us on a limited licence to enable you to access Services, in accordance with the terms of this agreement. We or they may recall the SIM(s) at any time for upgrades, modifications, misuse or when your agreement ends. You can only use our SIM to obtain Services from us. If you misplace the SIM, you must inform us as soon as possible and we will charge you for a replacement.

10.2.2. Each SIM may only be used in Handsets which are enabled for Services and are authorised by us for Connection to network provider. Any attempt to use the SIM in other Handsets may result in serious damage to the Handset and may prevent you from being able to use it, including the making of emergency calls. In these instances, we and our network provider are not responsible for any such damage or usage problems.

10.2.3. The SIM will work in any standard GSM compatible 2G, 3G or 4G handset. Handsets must be unlocked (i.e. they must not be constrained to a single network Operator service or Network) in order to work with the SIM. If a handset has been previously locked to a network, and been subsequently unlocked, Onsim can not warrant that the SIM will work in such a device.

10.2.4. We can not guarantee that all numbers are SMS enabled

10.3. A phone number and SIP Account

10.3.1. Your SIP credentials may only be used in a device that is expressly supported by Onsim

10.3.2. In order to secure our networks service it will be provisioned by a Onsim engineer. If the handset has not been purchased through Onsim, a charge will be incurred for the provisioning of the handset by a Onsim engineer.

10.3.3. We are not obliged to provide passwords and usernames (SIP Credentials).

10.4. Rental Hardware

10.4.1. If rental hardware is included in your plan we will provide (a) rental handset(s) for you to use.

10.4.2. The rental hardware remains the property of Desk Comms Limited at all times.

- 10.4.3. You may only use the rental hardware to access our services.
- 10.4.4. Rental hardware must not be serviced, altered or modified in any way.
- 10.4.5. The rental hardware must not be removed from the address it was delivered or installed without our prior written approval.
- 10.4.6. If there is any damage to rental hardware you must notify us immediately.
- 10.4.7. In the event that we deem that the phones have been damaged as a result of anything other than reasonable wear and tear you will be charged the full price to replace the handset.
- 10.4.8. On termination of your contract you must return all rental hardware, complete with cables, cradles, batteries and power supplies at your cost. Any parts or hardware not returned within 30 days of the end of your contract will result in charges being applied for the full price of replacement.
- 10.4.9. Certain parts of rental hardware are non-replaceable for example the plastic bases of all Yealink Handsets. In the event that a non-replaceable part is missing from your returned rental hardware we reserve the right to charge the full replacement cost for the entire unit.
11. Services
- 11.1. Once you are connected, we will provide you with access to our services. The services will include premium services, provided you ask for them and we approve, and may also include Age Restricted Services, provided you are 18 or over and you do not show or send any content from the Age Restricted Services to anyone under 18.
- 11.2. You will also be able to upload and send your own content using the Services. You grant us and our network provider a royalty free, perpetual and worldwide licence to store, transmit or otherwise deal with any content you upload on the services.
- 11.3. We may change, withdraw or modify some, or part, of the services from time to time. This may be because of changing technologies, obsolescence, new or different product features, changing content providers or the need to remove, replace or modify content. Subject to Section 4.2, you can end the agreement if this variation is likely to be of detriment to you; and also determine how services are presented and delivered to the handset or are otherwise made available to you. We can change the way they are presented, delivered or otherwise made available to you at any time.
12. Limitation Of Services
- 12.1. We will always try to make services available to you. However, services are only available within our coverage area (which comprises a video service area and a voice & picture area within the UK). Within this, there may be areas where you do not have access to all services or where coverage is otherwise limited or unavailable. For more information about coverage, visit our website.
13. Disruption Of Services
- 13.1. There may be situations when services are not continuously available or the quality is affected and so we cannot guarantee continuous fault-free service. For instance:
- 13.1.1. when we or our network provider need to perform upgrading, maintenance or other work on the network or services;
- 13.1.2. when you move outside our video service area whilst you are on a call (in this case calls may not be maintained);
- 13.1.3. when you are in areas not covered by our network. In these cases Services rely on other operators' networks where we have no control; and
- 13.1.4. because of other factors outside our control, such as the features or functionality of your Handset, regulatory requirements, lack of capacity, interruptions to services from other suppliers, faults in other communication networks, the weather or radio interference caused by hills, tunnels or other physical obstructions
- 13.1.5. Local and third party networks & ISPs you use to connect to your SIP Account.
- 13.1.6. Loss of signal due to a mast being taken down in your area by another network
14. What You Will Do In Return
- 14.1. Secure your PIN, Passwords and SIM
- 14.1.1. As we or our network provider own the SIM and it remains our or their property at all times, you must ensure that you keep the SIM safe and secure whilst it is in your possession and you must ensure that you are able to return it to us, if required to do so by us at any time, as set out in these terms.
- 14.1.2. To secure your local network and not allow unauthorised access to provisioned equipment.
- 14.2. Responsible use of Services. You may only use Services as laid out in this agreement and for your own internal business operations. This means you must not resell or commercially exploit any of the Services or content.
- 14.3. You must not use Services, the SIM or phone number or allow anyone else to use Services, the SIM or phone number for illegal or improper uses. For example:
- 14.3.1. for fraudulent, criminal or other illegal activity;
- 14.3.2. in any way which breaches another person's rights, including copyright or other intellectual property rights;
- 14.3.3. to copy, store, modify, publish or distribute Services or content (including ringtones), except where we give you permission;
- 14.3.4. to download, send or upload content of an excessive size, quantity or frequency.
- 14.3.5. in any way which breaches any security or other safeguards or in any other way which harms or interferes with our network, the networks or systems of others or Services;
- 14.3.6. to falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other content contained in a file that you upload; and
- 14.3.7. to use or provide to others any directory or details about customers.
- 14.3.8. license, sublicense, sell, rent, lease, or otherwise permit third parties to use the Services;
- 14.3.9. use the Services to provide services to third parties (e.g., as a service bureau);
- 14.3.10. circumvent or disable any security or other technological features or measures of the Services;
- 14.3.11. reverse engineer any element of the Services, or use the Services or any of Onsim's Confidential Information to compete with the Services;
- 14.3.12. modify, adapt or hack the Services to falsely imply any sponsorship or association with Onsim, or otherwise attempt to gain unauthorised access to the Services or its related systems or Networks;
- 14.3.13. use the Services in any manner that interferes with or disrupts the integrity or performance of the Services or the components of the Services;
- 14.3.14. use the Services to knowingly post, upload, link to, send or store any content that is unlawful, racist, hateful, obscene, discriminatory, or that contains any viruses, malware, Trojan horses, time bombs, or any other similar harmful software;
- 14.3.15. attempt to use any method to gain unauthorised access to any paid features of the Sites;
- 14.3.16. use automated scripts to collect information from or otherwise interact with the Sites or the Services;
- 14.3.17. deep-link to the Sites for any purpose, unless expressly authorized in writing by Onsim;
- 14.3.18. impersonate any other user of the Services; or use the Services in violation of any social media network acceptable use policy, terms of use or any similar policy or terms. You shall not use the Services for surveillance purposes or gathering intelligence;
- 14.4. You must always cooperate with us and follow our reasonable instructions to ensure the proper use and security of the Services and your account. You must only use Handsets authorised by us for Connection to our network and also comply with all relevant legislation relating to their use.
- 14.5. We may publish an acceptable use policy, which provides more detail about the rules for use of certain Services in order to ensure that use of Services is not excessive, to combat fraud and where Services we may introduce require certain rules to ensure they can be enjoyed by our customers. If we publish a policy, we will let you know – such a policy may be amended from time to time – for instance, if we discover that the Services are being used fraudulently or for fraudulent purposes, or the excessive use of certain Services is causing problems for us, our network provider, its systems or for other users or if we introduce new services which may require certain rules to ensure that such new services can be enjoyed by our customers, again, we will let you know if this happens.
- 14.6. Responsible use of Messaging and Storage Services. While using the Messaging Services, you must not send or upload
- 14.6.1. anything that is copyright protected, unless you have permission;
- 14.6.2. unsolicited bulk or commercial communications or other unauthorised communications, or knowingly send any viruses; or
- 14.6.3. anything that is obscene, offensive, abusive, defamatory, menacing, harassing, threatening or is unlawful in any other way.
- 14.7. Responsible use of Age Restricted Services. If you are under 18, you are not permitted to access our Age Restricted Services (if any). If you are 18 or over and you access the Age Restricted Services, you must not show or send content from the Age Restricted Services to anyone under 18. You must also ensure that you have deactivated any access to Age Restricted Services if you let anyone under 18 use your Handset.
- 14.8. Responsible use of Services outside the UK. If you use Services from a country outside the UK, your use of the Services may be subject to laws and regulations that apply in that other country. We are not liable for your failure to comply with those laws or regulations.
- 14.9. Onsim shall have the right to terminate this Agreement, in its sole and absolute discretion, if it reasonably suspects that a Subscriber has violated any of the foregoing restrictions.
15. Our Rights – Intellectual Property
- 15.1. All rights, including copyright in Services and their content, belong to us, our network provider, or our licensed source, such as a content provider. We and they reserve all our and their rights.
- 15.2. The '3' trade mark and other related images, logos and names on the Services are proprietary marks of the Hutchison Whampoa group of companies. We and they reserve all our and their rights.
- 15.3. The 'O2' trade mark and other related images, logos and names on the Services are proprietary marks of the Telefonica UK group of companies. We and they reserve all our and their rights.
- 15.4. The 'Vodafone' trade mark and other related images, logos and names on the Services are proprietary marks of the Vodafone group of companies. We and they reserve all our and their rights.
- 15.5. The 'EE' and 'Everything Everywhere' trade mark and other related images, logos and names on the Services are proprietary marks of the Everything Everywhere group of companies. We and they reserve all our and their rights.
16. Suspension Of Services
- 16.1. We may Suspend any or all of the Services you use without notice if:
- 16.1.1. we reasonably believe you have provided us with false or misleading details about yourself or we reasonably believe that you have used Services, the SIM(s), SIP Accounts or a phone number for illegal or improper purposes in contravention of our responsible use requirements;
- 16.1.2. we receive a serious complaint against you which we believe to be genuine (for example, if we receive a complaint that you are using Services in any of the ways prohibited in Section 9).
- 16.1.3. we are required to suspend your Services by the emergency services or other government authorities;
- 16.2. If we suspend any or all of your Services, you will still be able to make emergency calls (unless they have been suspended at the request of the emergency services).
17. Termination of services
- 17.1. Request to terminate your services must be emailed to support@onsim.uk and be sent from the email address we have registered for your account, this instruction can not be accepted over the telephone or via our live chat.
- 17.2. You will receive a confirmation of your request via email.
- 17.3. You must pay for all services used up until your contract end date.
- 17.4. Onsim reserves the right to terminate your services immediately due to abusive or aggressive behaviour towards our staff.
- 17.5. For further terms and conditions relating to the termination of your services please refer to;
- 17.5.1. For Lite plans - Schedule A below
- 17.5.2. For Pro Plans - Schedule B below
18. Ending This Agreement and Disconnection Of Services
- 18.1. We may end this agreement because of your conduct.
- 18.2. In the following cases, we may end your agreement immediately and you have to pay all the Charges you owe up until we Disconnect you:
- 18.2.1. if we have the right to Suspend your Services on any of the grounds in Section 14 and we believe that the grounds are serious and have not been, or are unlikely to be rectified;
- 18.2.2. if we believe that your use of our Services is jeopardising the operation of our network providers network or is of an unacceptable nature; or
- 18.2.3. in the event of your bankruptcy, insolvency or death.
- 18.3. We may end this agreement if there is no network access or Services.
- 18.4. We may end your agreement if we no longer have access to other operators networks which we need to provide the Services, or we are no longer able to provide the Services due to factors beyond our control or because we cease business.
- 18.5. If you are a consumer, any statutory rights which you may have, which cannot be excluded or limited, will not be affected by this section. For more information on your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.
- 18.6. Effect of This Agreement Ending. If this agreement ends, we will Disconnect you and you will not be able to use Services or make emergency calls.
19. Liability
- 19.1. Limits on our liability. All of our obligations to you relating to Services are set out in your agreement. If you wish to make any variations to this agreement or rely on any other term, you must obtain our agreement to the variation or term in writing, except as set out in 14.3:
- 19.1.1. all other terms, conditions and warranties relating to Services are excluded;
- 19.1.2. our and our network operator's entire liability to you for something we do or don't do will be limited to £3,000 for one claim or a series of related claims; and
- 19.1.3. we and our network operator are not liable for any loss of income, business or profits, or for any loss or corruption of data in connection with the use of Services. We and our network operator are not liable for any loss or damage that was not reasonably foreseeable when you entered into the agreement.
- 19.2. Nothing in this agreement removes or limits our liability for fraud, for death or personal injury caused by our negligence or for any liability which can't be limited or excluded by applicable law. If you are a consumer, the terms of this agreement will not affect any of your statutory rights which you have, which cannot be excluded by this agreement. For more information on your statutory rights, contact your local authority Trading Standards Department or Citizen's Advice Bureau.
20. Services – Area Where We Have No Responsibility
- 20.1. We will try to ensure the accuracy, quality and timely delivery of Services. However:
- 20.1.1. we and our network operator accept no responsibility for any use of, or reliance on, Services or their content, or for any disruptions to, or any failures or delays in, Services. This includes, without limitation, any alert Services or virus detection Services; and
- 20.1.2. we and our network operator do not make any representations as to the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of Services or their content. They are provided to you on an 'as is' basis; and
- 20.1.3. we and our network operator are not providing you with advice of any kind (including without limitation investment or medical advice). Where Services contain investment information, we do not make invitations or offer inducements to enter into any investment agreements.
- 20.2. We and our network operator will not be liable for any loss you may incur as a result of someone using your PINs or passwords with, or without, your knowledge; or if we or they cannot carry out our duties, or provide Services, because of something beyond our control.
- 20.3. Others' content and services – Areas where we have no responsibility.
- 20.3.1. You may be able to use Services:
- 20.3.1.1. to upload, email or transmit content using Services; and
- 20.3.1.2. to access content which is branded or provided by others and to acquire goods and services from others. Where we provide you with such access, all we do is transmit the content to you and we do not prepare or exercise control over the content, goods or services. We and our network operator are not responsible or liable in any way for, and do not endorse, any of this content, goods or services.
- 20.4. This Section 20 will apply even after this agreement has ended.
21. Privacy Notice and Your Information
- 21.1. We may pass and share your personal information to our network provider, other communications service providers and network operators for the detection and prevention of theft and fraud, and to carry out any activities or disclosures to comply with any regulatory, government or legal requirement.
- 21.2. If you use Services from a country outside the UK it may be necessary to transfer your information to that country. If that country is outside of the EEA, the treatment of your personal information may be subject to laws and regulations applying in that country and which may not protect your information to the same standards applying in the UK and the EEA.
22. Data Processing
- 22.1. Each party undertakes to comply with its obligations under relevant applicable data protection laws, principles and agreements.
- 22.2. To the extent that personal data is processed by us on your behalf when you or users use the Service, you acknowledge that we are a data processor and the Customer is a data controller. The terms of the Data Processing Agreement shall apply to all Customer Data that we process on your behalf.
- 22.3. Any information that you provide to us during sign up or information provided when ordering the service (such as the Customer's email address) will be used by us in accordance with the terms of the Privacy Policy.
- 22.4. If a third party alleges infringement of its data protection rights, we shall be obliged to take measures necessary to prevent the infringement of a third party's rights from continuing.
- 22.5. Desk Comms may monitor and record calls relating to customer services and telemarketing. We do this for training purposes and to improve the quality of our services.
- 22.6. We may contact you before, during and after the term of this agreement in order to administer, evaluate, develop and maintain our Services.
- 22.7. Desk Comms operates in accordance with GDPR and in accordance with our website 'Privacy Policy' available at <https://onsim.uk/privacy-policy>. You are also required to comply with all data protection legislation. In addition, you must maintain all required registrations, including those reasonably requested by us to enable us to process your personal data in connection with our performance of our obligations under this Agreement.
- 22.8. By registering for the Services you consent to us using and/or disclosing your personal information for the following purposes:

22.8.1. processing your application (which may involve credit checking by a licensed credit reference agency who may record that a credit check has been made and disclosing certain personal and account details to a bank for the purposes of setting up a direct debit account);

22.8.2. providing or arranging for third parties to provide customer care/help desk facilities and billing you for the Services (which may involve disclosing your information to third parties solely for those purposes);

22.8.3. to maintain quality and for training purposes, we may monitor and record telephone conversations with you;

22.8.4. to inform you about other Desk Comms products or services, or products and services from our group of companies unless you opted out to this during the registration process or you notify our customer services in writing, signifying that you do not wish to receive this information from us;

22.8.5. to disclose all or part of your personal data to a regulator (i.e. Ofcom, the Information Commissioner Office), a court, or to a public body to comply with any regulatory, government or legal requirement; and

22.8.6. to communicate information that describes the habits or usage patterns and/or demographics of the whole or a part of our customer base (including you) but which is anonymous and does not describe or reveal the identity of any particular customer to any third party.

22.8.7. We are required by law to make your name, address and telephone number available to the emergency services.

23. EU Permitted Customers

23.1. If you are located in the EU (or in the UK) you can only use the service if you are a business, as evidenced by a registered VAT number or other form of proof acceptable to us.

24. Other Terms

24.1. You may not transfer or assign this Agreement or any rights under it without our prior written consent. We may assign or transfer our rights and obligations under this Agreement to a party who agrees to continue complying with our obligations under the Agreement.

24.2. This agreement is governed by English law unless you live in Scotland in which case, it will be governed by Scots Law. Each of us agrees to only bring legal actions about this agreement in a UK court.

24.3. If you, or we or our network provider, delay, or do not take action to enforce our respective rights under this agreement, this does not stop you, or us or them, from taking action later.

24.4. If any of the terms in this agreement are not valid or legally enforceable, the other terms will not be affected. We may replace any item that is not legally effective with a similar term that is.

24.5. We may assign or transfer our rights and obligations under your agreement to a party who agrees to continue complying with our obligations under this agreement, provided that your rights under the agreement or any guarantees given by us to you are not affected. No other person (other than our assignee, if any) may benefit from this agreement

24.6. In exceptional circumstances, a government authority may order the reallocation or change of phone numbers, in which case we may have to change your phone number for Services

24.7. You confirm that you have full contractual capacity to agree to the agreement.

25. Third Party Rights

25.1. This agreement is entered into by us for the benefit of us and our network provider.

25.2. For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is intended that our network provider will have the right to enforce any rights conferred on it under this agreement and to that extent our network provider will have the same rights against you as would be available if they were a party to this agreement.

26. Delivery

26.1. SIM delivery timeframe - Our SIMs are dispatched via Royal Mail. SIM orders received before 2pm Monday-Friday will be sent out on the day they are received. Orders received after 2pm will be dispatched on the next working day. Please allow 3-5 working days for delivery.

26.2. SIM delivery address - We use the address we deliver your SIM to as proof of address. If the SIM is delivered to an address which is not the same as the one your method of payment is registered under, we reserve the right to query this and may request further proof of address documentation. SIMs will be delivered to an alternative address at Onsim's discretion.

26.3. Delivery Charges-- Our standard UK charge covers packing and postage. All delivery charges will be shown at checkout, before and after confirmation of your order.

26.4. Hardware Delivery Timeframes - Standard delivery for phone hardware is by courier. When ordered before 4pm Monday-Thursday we aim to deliver next day but please allow up to 3-5 working days for delivery. Delivery will be attempted between 8am and 6pm. Any charges for failed deliveries may be passed on the customer (see below for more detail). If any products you've requested aren't in stock, we'll email you to let you know as soon as we are made aware by our supplier.

26.5. Delivery Locations-- We deliver to all postal areas in the UK, including England, Wales and Scotland. Delivery to addresses on islands or in remote areas of the UK mainland may take a little longer than our usual delivery times, with delays possible if you live in the following postcode areas: AB, BT, DD, GY, HS, IM, IV, JE, KW, PA, PH, PO30 - PO41, TR21 - TR25, ZE. If we believe that the delivery address you've given may not be secure (for example, if it's a communal postal address or PO Box), we may contact you to make alternative arrangements.

26.6. Failed Deliveries for orders despatched via courier - Deliveries are usually made on Mondays to Fridays, between 8am and 6pm. If the recipient isn't in, our courier (DPD) will leave a card confirming that they've tried to deliver your parcel and it will be held at your local DPD depot. Please find help and advice from DPD here <http://www.dpd.co.uk>

26.7. Partial Orders - If there are any items missing from the order (as detailed in your order confirmation email), please contact support at support@onsim.uk

27. Fees and Payment

27.1. Any sums payable by You to Us under this Contract are exclusive of VAT or any other Sales Tax and shall be made in GBP (£)

27.2. As you are entering into a contract as a business the legal entity you represent is wholly responsible for and must pay any and all charges for services procured.

27.3. All sums payable to Us under this Contract shall be paid in full without any deduction set-off or withholding other than as required by law. You shall not be

entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any such amount in whole or in part.

27.4. We are under no obligation to commence the Services, unless and until we have received the required fees and any other sums outstanding from you to us.

27.5. We will only provide credit notes or refunds once we have resolved the issue and a dispute has been raised correctly through the appropriate channels. The period for the credit or refund will only be calculated from when we receive all the information necessary to investigate the issue.

27.6. Once a request for an activation or order has been placed, including any renewals, pre-orders or backorders, you do not have the right to cancel such request.

27.7. You acknowledge and agree that:

27.7.1. Where charges on your account are unpaid due to insufficient funds or direct debit cancellation, an administration charge will be included on your next monthly bill.

27.7.2. We will add a reasonable additional charge to your next bill to reinstate services suspended or terminated due to your breach of your payment obligations as per our non standard charges guide.

27.7.3. All our charges are subject to VAT at the prevailing rate.

27.7.4. Your invoice will normally include; handset rental, line rental, allocated tariff charges and support. Any charges that are incurred outside of your call plan such as calls outside your prepaid minutes will be added to your bill the following month.

27.7.5. If an engineer visits your premises you will be charged for this service and billed separately. We reserve the rights to use a third party for such services.

27.8. No complete card or bank details are accessible by Onsim.

27.9. We reserve the right to refuse any new customer;

27.9.1. Not willing to pay by Debit Card, Credit Card or Direct Debit

27.9.2. Where our accounts team deems them not to be credit worthy.

27.9.3. Due to your conduct, such as abusive or threatening behaviour towards our staff

27.9.4. Where a link can be made to a previous account where there is an outstanding debt.

27.10. If your monthly direct debit or card payment fails we reserve the right to add a charge for payment failure/non payment of £5 to your account for every month where the payment failure/non payment occurs.

27.11. You will be notified of any problems with your payments via email. Arrears and/or unwillingness to maintain payment may result in your lines being restricted and in the immediate termination of your services.

27.12. Onsim reserves the right to perform a credit check on you with no prior given notice, and to pass your credit history with Desk Comms on to other credit agencies and or the County Court.

27.13. In the event that you wish to raise a complaint or dispute an invoice, you must contact one of our customer support team via email within 2 months from the date of the invoice. After such period, any undisputed invoice will be deemed correct.

27.14. For further terms and conditions relating to the termination of your services please refer to;

27.14.1. For Lite plans - Schedule A below

27.14.2. For Pro Plans - Schedule B below

28. Complaints

28.1. We endeavour to ensure that all of our users are happy with the level of service they receive from us. However, despite our best efforts, our reliance on other networks means that occasionally services have the potential to go wrong. We will always take customer complaints very seriously and aim to resolve them quickly, fairly and efficiently. If you have a complaint about any part of our service, please contact our customer service team in the first instance (support@onsim.uk). After which you can escalate unresolved complaints to the Communications Ombudsmen services.

29. Warranties and Representations

29.1. Other than as expressly set out in this Agreement and to the greatest extent permitted by law, Desk Comms Limited makes no representations or warranties with respect to the Services, or the performance of its obligations hereunder, and expressly excludes such representations and warranties, whether implied, statutory or otherwise to the maximum extent permitted by law.

29.2. In particular, but without prejudice to the generality, you acknowledge and accept that:

29.2.1. Onsim make no warranty on up-time, response times, latency, mean-time between failures, quality of services, and/or quality of voice or text or data communications. Onsim expressly disclaim any warranty that the Services are appropriate for high-risk or other activities where failure of the Services could result in serious harm to persons or property.

29.2.2. Interruption and Errors. Onsim makes no warranty that the Services will meet Your requirements, or that the Services will be uninterrupted, timely, secure, error free or that any defects in the Services will be corrected. Onsim is not responsible for messages or information lost or misdirected due to interruptions or fluctuations in the Service or the internet in general. Onsim is not responsible for the content or functionality of any third-party network used in connection with the Services.

29.2.3. Accuracy and Reliability. Onsim does not warrant the accuracy or reliability of the results obtained through use of the Services or any data or information downloaded or otherwise obtained or acquired through the use of the Services. You acknowledge that downloading, acquiring, obtaining, in any way, any data or information through the use of the Services is at Your sole and exclusive risk and discretion and Onsim will not be liable or responsible for any damage to You or Your property.

29.2.4. No Other Warranties. No advice or information, whether oral or written, obtained by You from Onsim, its employees, resellers, partners, or affiliates or through or from the Services shall create any warranty not expressly stated in this Agreement.

29.2.5. No Guarantee of Security. Although reasonable effort is made to ensure that voice and text and data transmissions are secure, Onsim makes no guarantees of security.

29.2.6. Where Disclaimer Prohibited by Law. To the extent that Onsim cannot disclaim any warranty as a matter of applicable law, the scope and duration of such warranty will be the minimum permitted under such law.

29.3. Desk Comms does not warrant that the Services will be available at any particular time or continuously; and

29.4. Desk Comms is not responsible for any loss of or disruption to the Services due to failure of a carrier network or broadband provider.

29.5. You Warrant to us that:

29.5.1. You have the authority to enter into this Agreement; and

29.5.2. You will comply with any legal and regulatory requirements applicable to the Services provided under this Agreement

30. Assignment

30.1. You may not transfer, assign, charge or otherwise dispose of these Customer Terms or any of your rights or obligations arising hereunder, without our prior written consent.

30.2. We may transfer, assign, charge, sub-contract or otherwise dispose of these Customer Terms, or any of our rights or obligations arising hereunder, at any time.

31. Credit Limit & Financial Security

31.1. You acknowledge that Onsim may impose a credit limit on your account to restrict the total overage limit allowable at any one time. If the credit limit is breached, Onsim may suspend access to services without prior notice.

31.2. Onsim shall have no obligation to provide access to the Communications network or provide the services beyond the credit limit. Onsim may review the credit limit at any time and at its sole discretion. Onsim may, but shall not be obligated to, raise or reduce the credit limit based upon periodic reviews of your account.

Schedule A - Lite accounts

32. Signup and Activation

32.1. When ordering a SIM you will be prompted to set up an account and add a top up payment to your account. Once this payment has been successfully collected we will be able to reserve your number and send out your SIM. The top up is non refundable.

32.2. The SIM will be dispatched to the address given as the registered card address so that we can verify your identity. Onsim may be able to dispatch the SIM to an alternative address at their discretion, however verification of address may be requested in this instance.

32.3. Onsim reserves the right to deduct a fee from the available credit on your account to cover the cost of the SIM and any delivery fees.

32.4. When you receive your SIM you will need to activate it on your account, at this point your first monthly subscription payment will be deducted from the available credit on your account.

32.5. The reserved number will be held for 30 days, if the SIM is not activated within this timeframe the number will be released and we will not be able to get this back for you, a new number would need to be chosen.

33. Monthly fees and top ups

33.1. Services will automatically renew every 30 days providing there is sufficient credit on your account. The monthly renewal date of your account will be based on the date you activate your SIM.

33.2. We will deduct the monthly subscription fee applicable for your plan from the available credit on your account.

33.3. If the amount of credit on your account is not sufficient to cover the monthly subscription fee when the plan is due to renew, a top up payment will be automatically attempted using the card details we hold on file for you. If this top up payment fails, your account will be automatically suspended until payment has been made. If after 30 days no payment is received, your account will be automatically terminated which will result in loss of any numbers associated with your account. If you wish to reinstate your account, there will be a charge for account reactivation and replacement SIM.

33.4. All top ups are non refundable.

33.5. Top up payments will be subject to a minimum amount.

33.6. If the available balance on your account falls below £1 a top up payment will be automatically attempted using the card details we hold on file.

34. Roaming

34.1. You acknowledge that by roaming outside of the Home Zone you will be liable for any and all charges incurred.

34.2. Voice calls made in the Home Country and in the Roam Like at Home Zone are billed per second. Calls made outside the Home Zone have a minimum call duration of 60 seconds and are billed in 60 second increments.

34.3. Countries included in the Roam Like at Home Zone are defined as follows; *Austria, Belgium, Bulgaria, Croatia, Cyprus, Czechia, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden.*

34.4. When roaming outside the Roam Like at Home Zone Voice calls have a minimum call duration of 60 seconds and are billed in 60 second increments.

34.5. Roaming charges will be applied as per our current tariff guide.

34.6. We strongly advise checking roaming charges before using your SIM outside the EU as roaming call charges are significantly more expensive.

35. Availability and Support

35.1. Support for Lite plans will be provided by email using our ticketing system. To raise a query or support request you must email support@onsim.uk and all correspondence will be via email. We cannot provide support for Lite plans via telephone or live chat.

36. Charges and Services

36.1. All calls to UK standard landlines and mobile networks are chargeable at a rate of 5p per minute and this cost will be deducted from the available credit on your account.

36.2. Lite plan users are unable to make any calls to premium rate, special services, non standard mobile numbers or International numbers.

36.3. Users will be unable to send SMS or MMS on this plan

36.4. Data will be automatically disabled on the Lite plan and cannot be enabled.

36.5. If the available balance on your account falls below £1 a top up payment will be automatically attempted using the card details we hold on file.

36.6. If your balance is 25p or lower you will not be able to make any further outbound calls.

36.7. If your available balance is exhausted (reaches £0) during an active outbound call the call will be immediately terminated once the balance reaches £0.00.

36.8. You will be able to receive inbound calls even if your balance is exhausted only if you have paid your monthly service fee in full.

37. Payment

37.1. Top up payments will be collected using the most recent card details we have on file for you

38. Termination of services

38.1. You may cancel your services with us at any time without the need to give any notice period. Upon cancellation, your SIM will be cancelled and any numbers relating

to your account will be released and can not be recovered. Any top up credit left on your account is non refundable.

38.2. Request to cancel your services must be received via email from the registered email address on your account and sent to support@onsim.uk. Cancellation requests can not be accepted via telephone or live chat.

Schedule B – Pro accounts

39. Contract Term & sign up

39.1. All services are subject to a minimum term of 12 months. Services cancelled prior to the end of the term will be subject to Onsim's early termination policy.

39.2. A signed contract is required before we can activate your services. ID and proof of address may also be requested and must be provided upon request. Onsim reserve the right to perform a credit check before we can provide the services to you.

39.3. For payments via debit or credit cards, your first payment will be taken on the date we activate your services. If this payment fails we will be unable to activate your services until this payment has been received.

39.4. For payments via direct debit, we will initiate the collection on the date we activate your SIM. If the direct debit payment is not successful we will suspend your services until the initial payment has been received.

39.5. The initial payment will be a pro-rata payment which will cover the remainder of the days left in the month you are activating in. Your inclusive allowance (minutes, SMS, MMS and data) will also be pro-rated accordingly.

39.6. Future payments will then be due on the 1st of each month. We cannot change the monthly renewal date on these plans.

40. Roaming

40.1. You acknowledge that by roaming outside of the Home Zone you will be liable for any and all charges incurred and that any minutes SMS, MMS or Data usage will not be in your inclusive bundle allowance

40.2. Voice calls made in the Home Country and in the Roam Like at Home Zone are billed per second. Calls made outside the Home Zone have a minimum call duration of 60 seconds and are billed in 60 second increments.

40.3. Countries included in the Roam Like at Home Zone are defined as follows; *Austria, Belgium, Bulgaria, Croatia, Cyprus, Czechia, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden.*

40.4. When roaming outside the Roam Like at Home Zone Voice calls have a minimum call duration of 60 seconds and are billed in 60 second increments.

40.5. SMS messages are billed per SMS text message.

40.6. MMS messages are billed as 1 SMS plus Data charges for digital attachment to the message and will be decremented from any existing Bundle

40.7. Data usages incurs a minimum unit of charge of 20kb.

40.8. Roaming charges will be applied as per our current tariff guide.

41. Bundles

41.1. **Definition.** As used herein, the term "Bundle" shall mean a periodic allowance which may consist of one or many call minutes, SMS messages, MMS messages and (MB, GB or TB) of data that is available for an individual subscriber.

41.2. A bundle can be added to a subscriber where a subscriber has an ongoing monthly subscription for a service, and is only valid while that service is in place.

41.3. A bundle will include calls and messages to standard landline and mobile network numbers. Calls and messages to special services or premium numbers are excluded from bundles. A bundle may also include an allowance for data usage on the mobile network. Roaming services are excluded from the bundle.

41.4. Onsim may exclude from any Bundle allowance any calls or messages which it reasonably believes are being used for forwarding services, onward calling services or numbers that pay a revenue share.

41.5. Bundles are designed and priced to allow customers to manage their usage and monthly spend but are not designed for subscribers to use exactly the bundle amounts in every month of the Bundle contract.

41.6. Onsim reserves the right to terminate Bundles for subscribers who consistently use the exact amount of the Bundle allowance (to the nearest 0.5%) for calls, SMS, MMS or data in more than three consecutive months. For Bundles that do not contain a specified Bundle allowance, i.e. where the service is referred to as unlimited, the allowance shall be 10,000 voice minutes, and 1,000 text messages (including MMS messages) in any one billing period. Onsim reserves the right to charge for usage at out of Bundle rates after these usage thresholds has been exceeded.

41.7. A bundle cannot be shared between subscribers. A bundle that is applicable to our mobile service is for usage by a single device containing a Onsim SIM card, and may not be shared across multiple connected devices. Where a twinning service has been added, you may use the allowance on one other twinned IP device from our approved list of compatible handsets.

41.8. The usage allowance for a Bundle does not rollover to the following month and cannot be spread across months. Bundle allowances are per calendar month, are reset each month and are calculated on a month by month basis.

41.9. All bundles have a minimum Initial Term of 12 months which begins on the date that Onsim first activates the Bundle and runs to the termination date. The term will automatically renew for successive periods of one month each until you provide Onsim with written notice of non-renewal in accordance with this schedule. Expiration of the Initial term or termination of the Bundle does not excuse you from paying all unpaid, accrued charges due.

41.10. If you wish to terminate the Bundle prior to the end of the Initial Term, you will be responsible for any and all charges for the remainder of the contract term, all of which shall immediately become due and payable. Early termination discounts are not available. Non payment, direct debit cancellation and requests to port numbers away will not in any way release you from your obligation to the terms of the Bundle.

41.11. Bundles may not be downgraded (switched to a lower cost or shorter term Bundle) within the Initial term but may be at Onsim's discretion upgraded within the Initial term. An upgrade to a Bundle, for instance to a larger inclusive allowance, cannot be applied retrospectively in any given month and will only be applicable to the next monthly cycle. If a Bundle is upgraded, you will be required to enter into a new agreement for a Bundle, a new Initial Term will commence on the date of activation of the new Bundle agreement. Onsim may, but shall not be required to, waive disconnection fees or early termination fees if you enter into a new agreement for a comparable or upgraded service.

41.12. Onsim reserves the right to discontinue the Bundle, without incurring any liability, immediately upon written notice if (a) any invoice charges remain outstanding after the date payment for such charges is due; (b) you fail to comply with any terms of the agreement. The discontinuance of Services pursuant to these provisions does not relieve you of any obligation to pay for charges due and owing for Services supplied up to the time of termination or in respect of any disconnection fees or early termination fees.

41.13. Bundles are charged as a monthly cost per subscriber for an inclusive fee to use a prescribed allowance of call minutes, SMS or MMS messages and data volume within each calendar month. In each calendar month only the inclusive allowance for that Bundle is free of charge. Any usage over the total allowance is classified as out of Bundle usage and is charged at a separate, out of Bundle rate. Any part of the allowance that is unused at the end of the month is lost and cannot be transferred in any way nor carried forward into a future month nor refunded or credited. Charges for a Bundle and any out of Bundle usage will be invoiced and appear on your monthly bill in the normal way and the charge for the Bundle will be billed in advance for the coming month, while any out of Bundle usage calculated during the billing cycle will be billed in arrears.

41.14. In each month for which a valid Bundle was subscribed, Onsim calculates the usage of the Bundle by decrementing each individual item of usage (call, SMS, MMS or data session) from the total allowance for the Bundle. All calls will be rounded up to the nearest minute for the purposes of calculating both in Bundle and out of Bundle usage. Text messages that are longer than 155 characters (a single standard SMS less its control characters) will count as more than one message for the purposes of calculating Bundle usage. Data usage will be calculated to the nearest 20KB of each data session for the purposes of calculating Bundle usage.

41.15. A Bundle allowance becomes usable only on the day that Onsim activates it, and may not be pre-ordered, pre-activated, delayed, deferred or back-dated in any way. A Bundle becomes chargeable immediately when it is activated and will then run for its full term. You will be invoiced from the first day of the Bundle activation. When adding additional SIMs to an active account, a bundle may start from any date and any day in the month but will be aligned to your normal billing cycle by use of pro-rated charging in the first and last months of charging. Where Onsim prorates the charge for a Bundle, Onsim will also pro-rata the allowance contained in the Bundle for any prorated month.

41.16. Each Bundle is offered on an uncapped basis. The system will check your usage hourly and automatically send out any appropriate alerts for your usage. Onsim will not be held responsible for any overages incurred during the time between when the system performs these hourly checks or for any non delivery of alerts. Any overage incurred during this time will be billable. Onsim may impose a credit limit on your account to prevent fraudulent use, this is designed to reduce risk for Onsim providing the services and is not intended to be used as a balance control method.

41.17. Bundles will only be made available to customers with a valid and active regular method of payment. Payment for a Bundle shall be deemed to be made only when cleared funds have been received by us and our bank account credited. No termination of the Bundle shall relieve you from paying any amounts due hereunder.

41.18. If at any time you fail to make a payment within the normal payment terms defined by the agreement and schedule, in addition to any other remedies available under law, Onsim may suspend or terminate your Service and/or Bundle without prior notice. If any charges are due but remain unpaid for any reason at any point, we may charge you interest under our standard terms. Onsim reserve the right to charge an admin fee for any late payments.

41.19. Onsim reserves the right to replace, amend or withdraw at any time; any of the Bundle products (in whole or in part); the charges for a Bundle; the out of Bundle charges; the inclusive allowances of a Bundle; or these terms. Onsim will send notices to the registered email address on your account and will give at least 30 day's notice if it deems such changes to be materially adverse. If you continue to use this Bundle after the date on which the change comes into effect, such use of the Bundle shall constitute agreement to the changed terms. If Onsim increases any Bundle charges you are liable for these under this agreement.

41.20. Notwithstanding the above, Onsim reserves the right to make any changes to the Bundle which are required to conform to any applicable safety or other legal or statutory requirements or which do not materially affect their quality or performance. Such changes shall not entitle you to cancel the Bundle without incurring applicable fees as per our early termination policy, regardless of whether such changes are materially adverse to you.

42. Availability and Support

42.1. Support for Pro plans will be provided by email using our ticketing system. To raise a query or support request you must email support@onsim.uk and all correspondence will be via email. Support cannot be provided via telephone or live chat.

42.2. For Enterprise accounts, telephone support is provided and SLA's for these accounts will be negotiated on an individual contract basis.

43. Dialling restrictions

43.1. You can apply to have these blocks removed by emailing our support team at support@onsim.uk. Removal of these blocks and restrictions is entirely at our discretion and is based on a range of factors such as;

43.1.1. Credit Check

43.1.2. Behaviour prior to requesting blocks removed

43.1.3. Company status

43.1.4. The cost of the international numbers you intend to call

44. Payment

44.1. Customers will be given the option to pay via debit or credit card or direct debit.

44.2. Payments made by direct debit are covered by the Direct Debit Guarantee;

44.2.1. This guarantee is offered by GoCardless.

44.2.2. The efficiency and security of the Scheme is monitored by GoCardless.

44.2.3. If you receive a refund you are not entitled to, you must pay it back immediately when we ask you to.

44.2.4. You can cancel a direct debit at any time by writing to your bank or building Society. Please also send a copy of your letter to us.

44.2.5. Cancellation of your direct debit does not constitute cancellation of your contract or services – if you wish to terminate your services with us you will need to do so in accordance with our cancellation procedure.

44.3. No full card or bank details are accessible by Onsim.

44.4. Non payment of amounts due during the initial term will result in termination of your services, the full remaining amount of the contract term would then be due immediately and would be passed onto a third party debt collection agency who will add the maximum statutory fees for late payments under the Late commercial payments act.

45. Termination of services

45.1. If you wish to terminate the services prior to the end of the Initial 12 month Term, you will be responsible for any and all charges for the remainder of the contract term, all of which shall immediately become due and payable. Early termination discounts are not available. Failure to pay the full Initial period will result in the outstanding balance being passed over to a third party debt collection agency and will affect your credit score.

45.2. If you wish to cancel outside of your initial term, please email support@onsim.uk who will then issue you with your final bill and a termination date.

45.3. Request to cancel your services must be received via email from the registered email address on your account and sent to support@onsim.uk. Cancellation requests can not be accepted via telephone or live chat.