

## Signal Booster Service Terms & Conditions

### 1. Definitions

- “we”, “our” or “us” means Telecom Plus (trading as Utility Warehouse);
- “You” or “your” means the customer nominated as the authorised user of the Signal Booster and any other associated equipment provided by us (“the Equipment”);
- “Location” means the registered address provided by you where the Equipment will be installed;
- “Mobile Phone” means the phone that you use pursuant to your Mobile Phone Agreement (defined below) with us;
- “Mobile Phone Agreement” means the Utility Warehouse Terms and Conditions which apply to your mobile service with us;
- “Users” means the users who use the Equipment with your permission;

### 2. The Equipment

This Agreement concerns the Equipment as defined above. It does not cover your SIM card, minutes, texts, data or other services that we provide to you which are subject to separate agreements (“Mobile Phone Agreement”). If there is any inconsistency between this Agreement and the Mobile Phone Agreement, the relevant term of the Mobile Phone Agreement will apply.

- a) Your use of the Equipment is separate from your rights under the Mobile Phone Agreement. So if the Equipment is broken, lost, or stolen, you are still bound by the terms of your Mobile Phone Agreement and any relevant minimum commitment periods.
- b) We will deliver the Equipment to the Location as soon as is reasonably practicable. The Location can only be within the United Kingdom. The Equipment may only be installed and used at one Location at any given time. If you intend to vacate the Location and wish to relocate the Equipment to another address, you will need to contact us and update us with the new address. If you attempt to use the Equipment in a Location which is not registered, the Equipment will be locked and you will need to contact us to unlock it.
- c) We shall remain the legal owner of the Equipment and provide it on rental basis to you. If you decide to cancel the Signal Booster service the Equipment must be returned to us in good condition at Utility Warehouse, Service Administration, Unit 3, Horseshoe Close, London, NW2 7JJ. A charge of £60 will be added to your account if the Equipment is damaged, modified or not returned.
- d) The Equipment is only compatible with our network (which uses the EE network) and cannot be used with other telecommunication networks. You are not permitted to modify the Equipment in any way. To use it you will need an active SIM card and compatible 3G mobile device.
- e) You will be responsible for the installation and all costs in respect of operating and using the Equipment. This includes providing a power supply, broadband equipment and broadband connection. You need to follow our instructions and

any additional manufacturer instructions when installing and operating the Equipment.

- f) If the Equipment is found to be faulty whilst you rent it, we will replace the Equipment free of charge. This is subject to our inspection of the Equipment, and is only valid if the Equipment has been used in accordance with the instructions as provided by us and/or the manufacturer and has not been damaged or modified. A £60 charge will be added to your account if the Equipment has been damaged, modified or is not returned following a replacement.
- g) You must make reasonable efforts to protect the Equipment and must not cause or allow any damage to the Equipment by any wilful act or neglect. You must not be involved in, or knowingly, recklessly or negligently permit any other party to be involved in, any fraudulent or other unauthorised use or attempted use of the Equipment or, except as permitted by law, the reverse engineering, decompiling or modification of the software utilised by the Equipment.
- h) You will be responsible for obtaining any consent from any landlord or any other person with an interest in the Location for the installation of the Equipment.
- i) The Equipment will be provided in 'open mode'. This means anyone with a Utility Warehouse or EE network SIM and 3G device within range of the Location will be able to use the signal generated from the Equipment. This may impact the data usage on your broadband connection.

### **3. Using Signal Booster with Broadband**

- a) The Signal Booster requires a broadband connection to create a mobile signal. A minimum broadband download speed of 1Mbps and an upload speed of 256Kbps is required.
- b) If your broadband service is not with the Utility Warehouse you should check with your broadband provider that you are permitted to the Equipment with your broadband connection.
- c) Operating the Equipment will use data from your broadband data allowance so this may affect your broadband data speeds and/or broadband data allowance. You should check your broadband data allowance is sufficient to cover your use of the Equipment. You should also check your data speeds are sufficient.
- d) We accept no responsibility if you incur additional data costs for using the Equipment with your broadband. Any faults or interruptions to your broadband will stop the Equipment from working and you will not receive any signal from our network.

### **4. Emergency Calls**

- a) You may not be able to make an emergency call on your mobile phone if the Equipment is not turned on; or there is no broadband connection; or there is some other disruption, such as a power outage.

- b) If you lose power or your broadband connection fails, you will not be able to make an emergency call on your mobile using the Equipment. You should not rely solely on the Equipment to make emergency calls.
- c) If you do make an emergency call through the Equipment, emergency services may use the registered Location you provided in order to identify where you are. You should therefore immediately inform us of any change in the Location.
- d) If there has been no activity on the Equipment for three consecutive months we may temporarily suspend use of the Equipment until you contact us. You will not be able to make emergency calls if the Equipment has been suspended for non-use.
- e) We will hold details of your Location for regulatory purposes and share with Ofcom and any other relevant third party (such as emergency services) for the purpose of identifying your location.

## **5. Cancelling Signal Booster**

Your Signal Booster service will be cancelled if you no longer have a Mobile Phone Agreement with us for whatever reason.

- a) You may cancel the Signal Booster service by contacting us and providing 30 days' notice.
- b) If you decide to cancel the Signal Booster service the Equipment must be returned to us in good condition at Utility Warehouse, Service Administration, Unit 3, Horseshoe Close, London, NW2 7JJ. A charge of £60 will be added to your account if the Equipment is damaged, modified or not returned.

## **6. Liability**

We will not be liable to you or any of the Users for any loss of income, inability to use our network, costs or expenses or any other loss. We will also not be liable to you for any indirect losses caused by our negligence. This includes not being liable to any third parties, including your broadband provider. We do not seek to exclude or limit any liability which cannot be excluded or limited as a matter of law.