

## The Bottom Line (GB) Limited - Terms & Conditions

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### 1.0 Definitions

- 1.1 The **Client** – *End user* .The **Provider** – *Mobile phone network*. The **Dealer** – *The Bottom Line (GB) Limited*
- 1.2 In all cases the Client will be contracted directly to the Provider whose terms and conditions apply and are available directly from the Provider.
- 1.3 Additionally the following terms and conditions exist for the commercial arrangement between the Client and the Dealer:

### 2.0 Quotations

- 2.1 All quotations are based solely on information provided by the Client to the Dealer (Example: existing contract end dates, billing/tariff information, number of handsets connected, network/third party provider)
- 2.2 All tariff/bundle values on the quotation are exclusive of current Value Added Tax
- 2.3 All deal incentive values on the quotation are inclusive of current Value Added Tax
- 2.4 All buy out cost values on the quotation are inclusive of current Value Added Tax
- 2.5 Acceptance of the quotation by the Client is deemed to evidence that the client understands and fully accepts the Provider's and the Dealer's terms and conditions
- 2.6 The Dealer reserves the right to withdraw/amend a quotation at any time up to the date of the purchase order received from the Client
- 2.7 The Dealer reserves the right to withdraw/amend a quotation at any time from the date of purchase order to the end of any cancellation period should information provided by the Client (2.1) be deemed as inaccurate

### 3.0 Purchase Order

- 3.1 Upon acceptance of the quotation from the Dealer, the Client will provide to the Dealer an official purchase order

- 3.2 The purchase order confirms the Client's full understanding and acceptance of all items including terms and conditions stated within and associated to the quotation
- 3.3 Upon receipt of the purchase order provided by the Client, the Dealer will process the Client's order in a timely manner in conjunction with the Provider
- 3.4 The Client will provide to the Dealer any additional information required by the Provider to set up the new account
- 3.5 The Dealer will make available to the Provider a copy of the purchase order and any other relevant documentation required to set up the account
- 3.6 The Dealer will contact the Client within a reasonable time from the receipt of the Client's purchase order to conduct a 'welcome call' to confirm all requirements contained within the purchase order and to fully explain how the order will be processed.
- 3.7 Additionally and to confirm the above, the Dealer will provide the Client with a 'welcome pack'
- 3.8 The dealer reserves the right to refuse to accept/process a purchase order without having to give any due reason to the Client

#### **4.0 Client Obligations**

- 4.1 Only hardware and SIM cards provided by the Dealer shall be used in conjunction with the tariff supplied by the Provider and shall not be used separately or sold onto a third party
- 4.2 All tariffs, SIM cards, hardware, devices and associated equipment will be used solely by the Client and shall not be passed on, sold or otherwise provided to a third party.
- 4.3 The Client shall make payments to the Provider for services supplied in accordance with the Provider's terms and conditions
- 4.4 The Client will comply with the Provider's usage policy at all times (typically minimum average of 10 minutes usage per handset per billing month)

- 4.5 The Client will make available to the Dealer mobile handsets from their previous mobile phone contract at such time that they are no longer required for disposal by the Dealer; any financial proceeds of which will be allocated directly to the Dealer's appointed group charity
- 4.6 The Client will set up full third party access with the Provider for the Dealer to enable the Dealer to access all information pertaining to the Client's account
- 4.7 Where a Client has in excess of fifteen mobile devices connected with a Provider, the Client will set up 'on-line billing' where this service is made available by the Provider
- 4.8 The Client will, unless expressly authorised otherwise by the Dealer, fulfil the full term of the contract with the Provider.
- 4.9 The Client shall not enter into an agreement with another dealer or third party advisor without the express consent of the Dealer

#### **5.0 Reimbursement of Deal Incentives**

- 5.1 All deal incentives are subject to the Client adhering to obligations set out in section 4.0 above
- 5.2 Unless otherwise agreed, settlement of deal incentive values will be on a quarterly basis upon receipt of a valid official invoice from the Client
- 5.3 The Client shall provide the Dealer with an invoice for the value of the deal incentive as detailed on the signed Quotation Sheet within a 3 month period from the date of connection onto the Providers network. Invoices received after the specified period will be deemed as invalid.
- 5.4 Where the Client fails to fully comply with their obligations set out in section 4.0, the Dealer reserves the right to claw-back or otherwise proportionally recalculate deal incentive values

#### **6.0 Reimbursement of Termination Fees**

- 6.1 Reimbursement of any agreed termination fees are subject to the Client adhering to obligations set out in section 4.0 above
- 6.2 Unless otherwise agreed, settlement of termination fee values will be on a quarterly basis upon receipt of a valid official invoice from the Client
- 6.3 The Client shall provide the Dealer with an invoice for the value of termination fees as detailed on the signed Quotation Sheet within a 3 month period from the date of connection onto the Providers network. Invoices received after the specified period will be deemed as invalid.
- 6.3 Where the Client fails to fully comply with their obligations set out in section 4.0, the Dealer reserves the right to claw-back or otherwise proportionally recalculate termination fee values
- 6.5 Where the Client is to provide a Porting Authorisation Code (PAC) to the Dealer this must be made available within seven working days from the date requested
- 6.6 Where an advanced payment is agreed, the Client will complete and sign the Advanced Funding Request document provided by the Dealer and fully comply with the terms set out within

## **7.0 Termination**

- 7.1 The account may be terminated by either party within seven working days from delivery of mobile phone handsets/devices to the Client's premises
- 7.2 All termination requests from the Client must be made directly in writing to the Dealer by way of email to [cancellations@thebottomline.gb.com](mailto:cancellations@thebottomline.gb.com) or in the absence of email connection via fax to 08452 808920 or in letter to The Bottom Line (GB) Limited , Group House, Southmere Court, Electra Way, Crewe Business Park, Cheshire, CW1 6GU. Upon receipt of the written termination request, the Dealer will issue the Client with a 'returns authorisation code' which must included with any hardware returned from the Client to the Dealer.

7.3 The Dealer will only process a termination of the account provided that all hardware provided by the Dealer to the Client is received at the Dealer's business premises within seven working days from the date that they were delivered to the Client and accompanied with the returns authorisation code.

7.4 Where the account is cancelled by the Client within the above specified seven days period, the Dealer reserves the right to charge a cancellation fee to recover administration costs incurred in setting up the account. Additionally where equipment has been provisioned by the Dealer to fulfil an order and that order is terminated by the Client prior to despatch to the Client, the Dealer reserves the right to recover the cost of such equipment from the Client.

7.5 The Client shall be responsible for confirming technological, functional and aesthetic features of all mobile phone devices offered by the Dealer prior to the point of sale and / or despatch to the Client. The Dealer shall levy a charge of £50.00 plus VAT for mobile phone devices that are dispatched to the client and subsequently returned to the dealer for reasons other than termination as detailed in section 7 or being accompanied with an authentic Provider fault code.

## 8.0 **Upgrades**

8.1 The Dealer shall process any upgrades that become due during the term of the contract.

8.2 The Dealer cannot give any guarantee as to the make or model of upgrade handsets provided.

## 9.0 **Deposits**

9.1 It may become necessary at the time of connecting the Client onto the Provider's network for a deposit to be paid to the Provider. This deposit is refundable direct to the Client from the Provider on the twelve month anniversary of the contract term -subject to payment history (see clause 4.3) and Provider's usage policy (see clause 4.4)

9.2 In such cases as above, the Dealer will pay the value of the deposit requested directly to the Provider subject to clauses 9.3 and 9.4 below

9.3 The Dealer will provide the Client with a document to complete and sign as a formal agreement to reimburse the Dealer at the time of the twelve month anniversary of the contract term for the full value of any deposit paid on the Client's behalf to the Provider, irrespective as to whether that sum is credited onto the Client's account by the Provider

9.3 In such circumstances where a formal agreement is not in place the above clauses will prevail as being an implied term of the Client's agreement with the Dealer

## **10.0 General**

10.1 If a fault occurs on a mobile device provided by the Dealer within the first 28 days, the Client should obtain a fault code from the Provider and then refer to the Dealer. After 28 days, the Client should deal directly with the Provider

10.2 Unless otherwise agreed, all mobile devices are distributed to the Client as sealed, factory packed items complete with SIM Cards enclosed

10.3 All **inbound** (Client from landline/ mobile to Dealer landline) and **outbound** (Dealer from landline to Client landline / mobile) are recorded and archived by the Dealer

10.4 All Client information held by the Dealer is processed and recorded in accordance with the Data Protection Act 1998