

LEGAL PAGE

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Syncera UK Ltd · registered in England and Wales, company number 17170367 · registered office 2 High Street, Poole, England, BH15 1BW

Your agreement with Syncera Mobile.

These are the terms of your mobile service. Your **contract summary** is the short version of the deal — price, what's included, how long it lasts, how to leave. If you only read one thing, read that. It forms part of this contract too, and if anything here contradicts it, the contract summary wins.

1. Who you are contracting with.

Syncera UK Ltd, trading as Syncera Mobile. Company number 17170367. Registered office 2 High Street, Poole BH15 1BW. VAT 525 5889 53. Write to us at Syncera UK Ltd, 20 Wenlock Road, London N1 7GU, or email hello@syncerauk.com.

We are the communications provider. Your contract is with us and nobody else. We buy wholesale capacity from a supplier and your calls and data run over a UK mobile network, but neither of them is party to this contract and we do not act as their agent. We act for our own account.

2. When this starts.

Before you commit, we give you a contract summary and the pre-contract information, including how to cancel. **Your contract only starts once you have said yes after receiving the contract summary.** If you have not had it, there is no contract.

3. What we give you.

A UK mobile service — calls, texts and mobile data — on a SIM or an eSIM, with the allowances shown on your contract summary.

We will provide the service with reasonable skill and care. We cannot promise it is never interrupted. Mobile coverage varies with where you are, what building you are in, your handset and how busy the network is. Any coverage map we show you is a prediction, not a promise. If coverage where you live turns out to be no good, tell us — on a monthly plan you can leave with one month's notice and owe nothing more.

We may need to interrupt the service for maintenance or to protect the network. We will give notice where we can.

4. Your allowances and fair use.

Your allowances reset at the start of each monthly period. Unused allowance does not carry over.

Data outside the UK, and unlimited data, are subject to a fair use policy at syncerauk.com/mobile/fair-use. We will tell you if you are approaching a limit before it bites, and we will not charge you for going over one without warning you first.

Calls, texts and data outside your allowance are charged at the rates in our price list at syncerauk.com/mobile/prices. That price list forms part of this contract.

5. Price and paying.

The price is on your contract summary and includes VAT.

- **Monthly plans** — you pay in advance, by card, on the same date each month.
- **Prepay plans** — you pay once, up front, for the whole term.

If a payment fails we will tell you and try again. We will not add a fee for a failed payment. If it stays unpaid, see clause 11.

6. If we want to change something.

We will not put your price up during a prepay term. On a monthly plan, if we ever change your price or any of these terms, we will:

- tell you **at least one month before** it takes effect, in writing, on something you can keep; and
- tell you at the same time that you can **end this contract at no extra cost**, and let you do so within one month of us telling you.

There are no early termination charges, ever. If you leave because of a change, it takes effect the day before the change does.

We do not need to give you notice if a change is purely to your benefit, is purely administrative and has no negative effect on you, or is forced on us directly by law.

7. Changing your mind — 14 days.

If you ordered **online or over the phone**, that is a distance contract and you have **14 days** from the day it is concluded to cancel it, without giving a reason. If we post you a physical SIM, the 14 days run from whichever is later: that day, or the day the SIM arrives.

If you signed up **in person at one of our stands**, the contract was made at our premises and this 14-day right does not apply — you can still leave at any time on one month's notice, with nothing to pay and no exit fee (clause 8).

How to do it, and what it costs, is in the cancellation information we gave you before you bought, and at syncerauk.com/mobile/cancel. In short: tell us in any clear way; if you asked us to start the service early you pay only for the days you had it; we refund the rest within 14 days of you telling us.

Opening the SIM packet does not lose you this right.

8. Ending it after that.

Monthly plans. There is no minimum term. End it whenever you like by giving us **one month's notice** — the form at syncerauk.com/mobile/cancel, the Syncera app, email, post, or in person. Nothing to pay beyond the notice period. We do not charge an exit fee.

Prepay plans. These run for the full term shown on your contract summary. You have paid for it up front and **we do not refund unused months if you leave early**. That is the trade for the free month. At the end of the term the contract does not roll into another prepay term — we will contact you between 10 and 40 days beforehand to tell you what happens, and unless you choose otherwise you move onto our standard monthly rolling price and can then leave any time with one month's notice.

We can end it by giving you one month's notice, or immediately if you seriously break these terms, if you use the service unlawfully, or if we have to stop providing the service altogether. If we end it for our own reasons, we refund anything you have paid for service you have not had.

9. Your number.

Keeping the number you have. Text PAC to 65075 from your old phone. Your old provider must send you the code within about a minute, free. Give it to us and your number moves across, in most cases within **one working day**. A PAC is valid for 30 days. We do not charge for this.

Leaving us and taking your number. Ask us for a PAC and we will send it **within one minute**, free:

- **Text** PAC to **65075** from your Syncera phone;
- or **ask us** — by email to hello@syncerauk.com, in the Syncera app, or at any of our stands.

If you want to leave without keeping your number, ask for a STAC the same ways — by text it is STAC to **75075**. Text INFO to **85075**, or ask us, and we will tell you what leaving would cost and what you would lose. When we send you a code we also send you the information about ending your contract — what you would owe, and any credit you are due back. Codes are valid for 30 days.

You can give us a PAC or STAC at the moment you sign up with us, and we will handle the switch for you.

If we get switching wrong, or miss an appointment, you are entitled to compensation. We will pay it within 30 days without you having to chase it.

10. Using the service properly.

Do not use the service to break the law, to harass anyone, to send bulk unsolicited messages, to generate artificial traffic, or in any way that damages the network or interferes with anyone else's service. Do not resell it. Do not use it in a device that generates automated calls or texts at scale.

You are responsible for what happens on your account, including if you let someone else use your phone. Tell us as soon as you can if your SIM or phone is lost or stolen and we will bar it.

11. Suspension and disconnection.

If you do not pay, or if you break clause 10, we may suspend or end the service. Before we do:

- we will **warn you first** and give you a reasonable chance to fix it, except where there is fraud, repeated late payment or repeated non-payment;
- anything we do will be proportionate and will not single you out unfairly;
- where we can, we will limit the interruption to the part of the service concerned rather than everything.

We will keep your access to 999 and 112 working whenever it is technically possible to do so, whatever else is suspended.

If you are struggling to pay, tell us. See our [policy for customers who need extra help](#) — there is no penalty for asking.

12. Emergency calls.

Calls to **999 and 112 are free** and work even without credit or an allowance. If you cannot make a voice call, you can register for **emergency SMS**, and **emergency video relay in British Sign Language** is available free. Location information is passed to the emergency services automatically where it is technically possible; on a mobile network it is an estimate, not an exact address.

13. If we let you down.

Nothing in these terms takes away your rights under the Consumer Rights Act 2015. If the service is not provided with reasonable skill and care, you have rights that we cannot exclude.

We are responsible for loss we cause that was a foreseeable result of us breaking this contract. We are not

responsible for business losses — you are buying a consumer service — or for loss caused by events outside our reasonable control. We do not limit our liability for death or personal injury caused by our negligence, for fraud, or for anything else the law does not let us limit.

14. Complaints.

If you are unhappy, tell us. Our complaints code of practice explains how, who deals with it, and how long we take. It is at syncerauk.com/mobile/complaints, and we will send you a free copy — in large print, Braille or another format if you need it — if you ask at hello@syncerauk.com.

If we have not resolved it after **six weeks**, or if we tell you sooner that we have gone as far as we can, you can take it free of charge to **CISAS**, run by CEDR — an independent adjudicator approved by Ofcom. Their details are in the complaints code and on every bill.

15. Your information.

We are the data controller for your information. What we collect, why, who else sees it and how long we keep it is in our privacy notice at syncerauk.com/privacy. We do not run a credit check and we do not keep copies of identity documents.

16. How old you have to be.

You must be at least **18** to take out this contract, and the account must be in your own name. We may ask to see proof of age. We look at the document and record only that we checked — we do not photograph you or your document, and we do not keep its number.

17. Things we have to tell you about our supply chain.

- Syncera UK Ltd sells this service **for its own account**. We are not the agent of our wholesale supplier or of the mobile network.
- If we fail to pay our wholesale supplier and do not put it right, **our supplier may require you to pay it directly** for the service instead of paying us, and we may assign what you owe us to them. If that ever happens you would be told in writing before any payment was due to a different company, and you would never be asked to pay twice.
- **This contract may be transferred to our wholesale supplier** so that your service can continue if our agreement with them ends. Your terms and your price would not change because of the transfer, and you would keep every right you have here, including your right to leave. You agree now to that transfer so that your service is not cut off.
- **You authorise our wholesale supplier to give us information about your connection, billing and account**, so that we can bill you correctly and answer your questions.

18. General.

These terms, your contract summary, the contract information we gave you before you bought, the pre-contract information, the price list and the fair use policy are the whole agreement between us. Your contract summary and the contract information form part of this contract and we cannot change them unless we both expressly agree.

These terms are written for a consumer buying for their own use. If you are buying for a business, some of what is here does not apply to you and different terms may — tell us before you buy.

If part of these terms turns out to be unenforceable, the rest still applies.

We may transfer this contract as described in clause 17. You cannot transfer it to someone else without asking us, and we will not unreasonably refuse.

No one other than you and us has any right to enforce these terms, except our wholesale supplier to the extent expressly set out in clause 17.

English law applies and the courts of England and Wales have jurisdiction. If you live in Scotland or Northern Ireland you can bring proceedings in your own courts.

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