

These Terms and Conditions of Business are between Blu-Sky-Solutions Ltd and you (from now on referred to as 'the customer') and are deemed to be accepted by virtue of a signed purchase order.

#### **1. Warranties**

- 1.1 Handset refers to any new mobile phone. All handsets will arrive boxed and contain a battery charger. In most cases the sim card (if applicable) will have been inserted for ease of use.
- 1.2 The customer acknowledges that Blu-Sky-Solutions Ltd is not the manufacturer of the equipment and accordingly the warranty of the equipment lies with the manufacturer.
- 1.3 If equipment is returned to the offices of Blu-Sky-Solutions Ltd within 14 days then Blu-Sky-Solutions Ltd may at its discretion a) repair the equipment, b) replace the equipment, c) substitute the equipment or credit the customer for the equipment. The original equipment must not however;
- a) Have been altered in any way.
  - b) Been improperly stored or connected to a network service
  - c) Be returned if sold on a no warranty basis.
  - d) Have any marks, scratches to warrant the product not new in any way.
  - e) Have damaged packaging.
- 1.3 All new handsets supplied by Blu-Sky-Solutions Ltd be supplied with a full 12 month manufacturers warranty and in some cases 24 months; the customer will be notified of the warranty period.
- 1.4 A temporary replacement may be supplied to business customers at the discretion of Blu-Sky-Solutions Ltd. These handsets will be in good working order and Blu-Sky-Solutions Ltd requires the handsets to be returned promptly and again in good working order when original handsets are returned from warranty claims. Any replacement handsets returned damaged will result in repair or replacement costs being charged to the customer.
- 1.5 Failure to return a loan handset when a new/repaid handset has been returned to the customer will result in an administration charge of £50 per handset.

#### **1.6 Dispatch**

- 1.6.1 Whenever possible Blu-Sky-Solutions Ltd will endeavour to send all hardware and sim cards 24 hrs prior to connection to the agreed business address.
- 1.6.2 Once goods have been dispatched they will arrive the next working day unless agreed otherwise.
- 1.6.3 Upon delivery, all items will require a signature confirming receipt of the goods in the correct condition. Any goods that do not arrive in the correct condition, Blu-Sky-Solutions Ltd must be informed the same day. Any undeliverable goods will be returned to the trading offices of Blu-Sky-Solutions Ltd no less than 7 working days after the first delivery attempt, unless otherwise agreed by the customer and/or carrier.
- 1.6.4 Once notified of delivery by our couriers Blu-Sky-Solutions Ltd accepts no responsibility for loss and damage to goods.

#### **2. Accessories/handsets**

- 2.1 All agreed accessories will be included with new handsets wherever possible. Any accessories that are not available immediately will be sent by courier within 28 days unless agreed otherwise.
- 2.2 Charges for accessories/handsets may be applicable. Payments due will be expected within 30 days of dispatch and will be invoiced by Blu-Sky-Solutions Ltd.
- 2.3 Once accessories/handsets have been agreed they cannot be exchanged, unless faulty.
- 2.4 All accessories/handsets will remain the property of Blu-Sky-Solutions Ltd until payment is received in full.

#### **3. New Connections/Upgrades**

- 3.1 By agreeing to a new connection or upgrades you, the customer (from now on referred to as 'the customer') agrees to be bound by the networks terms and conditions for the minimum contractual period.

#### **4. Cancellation and Returns Policy**

- 4.1 Subject to the remaining provisions of clause 4, Blu-Sky-Solutions Ltd may, acting in its sole discretion, provide the customer with a subsidy as a result of the customer entering into the airtime agreement with the airtime provider.
- 4.2 In the event that Blu-Sky-Solutions Ltd does provide the customer with a subsidy this may be provided to the customer at the sole discretion of Blu-Sky-Solutions Ltd, using any of the following methods set out below or any combination thereof:
- 4.2.1 Deducting this from the value of the equipment or the services which the customer orders from Blu-Sky-Solutions Ltd or
- 4.2.2 The payment of monies (representing the amount of the subsidy) to the customer and such monies shall be paid to the customer in full after the expiry of 6 months from the connection date where the applicable minimum term is 24 months
- 4.2.3 Using such amount to discharge any termination charges levied upon the customer by the relevant network/service provider for terminating their previous airtime agreement subject to Blu-Sky-Solutions Ltd being provided with a copy of the relevant invoice from such network/airtime provider.
- 4.3 Any subsidy payable by Blu-Sky-Solutions Ltd within 30 days from the date that the customer presents an invoice to Blu-Sky-Solutions Ltd (no invoice shall be necessary where the subsidy is being deducted from the price of the equipment/services) will be paid provided that:
- 4.3.1 At all times the connection is still active on the relevant payment date that the subsidy (or instalment payment of the subsidy) is due,
- 4.3.2 Where the invoice is payable in instalments or after a prescribed period of time, the appropriate trigger date has passed.
- 4.3.3 The invoice has been raised in accordance with the provisions of this agreement; and
- 4.3.4 Where the;
- a) Invoice is for the termination charges pursuant to clause 4.2.3 this amount is invoiced within 3 months from the connections date and or;
  - b) Invoice is for the payment of monies pursuant to clause 4.2.2, this amount is for the payment of monies pursuant to clause 4.2.2, this amount is invoiced during the minimum term; and or
  - c) Amount claimed is being deducted from the price of the equipment/services ordered by the customer pursuant to clause 4.2.1, this amount is claimed during the minimum term; and in the event that the customer fails to invoice/claim the subsidy within the timescales set out in clause 4.3.4 (a) to (c) (inclusive) then the customers right to the subsidy shall cease.
- 4.4 The customer acknowledges that;
- 4.4.1 The payment of the subsidy is conditional upon;
- a) The customer maintaining each connection for the minimum term and
  - b) The customer not downward migrating the tariff or any connection for the minimum term unless with the formal written consent of Blu-Sky-Solutions Ltd
  - c) Any such conditions as are notified by Blu-Sky-Solutions Ltd from time to time
- 4.4.2 Blu-Sky-Solutions Ltd will provide the subsidy prior to the satisfaction of the conditions set out in clause 4.4.1 and hence the need for clause 4.5
- 4.5 Blu-Sky-Solutions Ltd shall be entitled to reclaim from the customer the subsidy (or such proportion of the subsidy) already paid to the customer (or without such amount from any subsidy or instalment of a subsidy to be paid to the customer) in the event that;
- 4.5.1 A connection is for whatever reason disconnected prior to the expiry of the minimum term; or
- 4.5.2 A connections is for whatever reason downward migrated during the minimum term; or
- 4.5.3 The relevant network/service provider (for whatever reason) reclaims or withholds in full or in part from Blu-Sky-Solutions Ltd any of connections commission / connection advance by the network/service provider in respect of that connection; and the proportion of the subsidy that Blu-Sky-Solutions Ltd shall be entitled to reclaim from the customer shall be the monthly subsidy amount for each month (and such pro rata amount for each incomplete month) of the balance of the minimum term which is unexpired at the date of disconnection or the downward migration.
- 4.6 In the event that a customer cancels an order prior to connection following a purchase order is sent, disconnects a connections prior to the expiry of the minimum term (without consent from Blu-Sky-Solutions Ltd) or a connection is downward migrated during the minimum term without written consent from Blu-Sky-Solutions Ltd, then Blu-Sky-Solutions Ltd shall be entitled to charge the customer an administration charge of £225 per connection. This £225 will also be applied to each connection if the customer upgrades with another supplier but on the same mobile network within the minimum contractual term agreed. For the avoidance of doubt if you are a business customer there is no 14 day cooling off period unlike consumer regulations.
- 4.7 Any such sum reclaimed (or withheld) pursuant to clause 4.5 shall be invoiced to the customer and such sum payable (unless withheld) within 5 days of the date of Blu-Sky-Solutions Ltd invoice.
- 4.8 The customer will use their best endeavours to assist Blu-Sky-Solutions Ltd in obtaining PAC codes if necessary from their existing supplier/network. Should Blu-Sky-Solutions Ltd not receive the PAC codes to complete the porting process for whatever reason, including change of mind, the customer agrees to pay Blu-Sky-Solutions Ltd the sum of £225 per connection not completed.

#### **5.0 Privacy Policy**

5.1 The information the customer provides may be used for credit checking by the networks to assess the customers' credit worthiness. By placing an order, the customer has stated their acceptance and agreement with this. We collect personal details to pass on to mobile phone networks and service providers only for connection and upgrade purposes. All information is collected in accordance with the data protection act 1998. We also reserve the right to refuse the fulfilment of any order in the unsatisfactory verification of the customer's details and order. The customer can also check the details we hold by writing to us at our registered address. If the customer finds any inaccuracy we will delete and/or amend immediately. The information we hold will be held securely in accordance of our security policy and the law. We do however reserve the right to pass on any information to any relevant authority such as the police or credit agencies in the interest of fraud and crime prevention and to other companies linked to Blu-Sky-Solutions Ltd. If the customer has any questions concerning our privacy policy please write to us at our registered address.

#### **6 Responsibilities**

11.1 Blu-Sky-Solutions Ltd will take all necessary steps to ensure that the airtime agreements are both the right and best solution the customer. Blu-Sky-Solutions Ltd will not accept any responsibility for network service, network failure or network performance but will act diligently and in the customers best interest at all times, and work with the customer to get the very best value and service. Blu-Sky-Solutions Ltd will act on the customers' behalf whilst acting within the terms and conditions of the networks at all times.

#### **7 Contract returns**

7.1 The customer must sign and return the original network contract for new connections and resigns within 2 weeks in order to receive any cash back or network buy out payments agreed with Blu-Sky-Solutions Ltd y Ltd. All handsets and accessories provided will remain the sole property of Blu-Sky-Solutions Ltd until the original network contract is signed and returned.

**8 General**

8.1 Blu-Sky-Solutions Ltd reserves the right to record some calls for network verification, training and query resolution purposes. These calls are retained for a minimum of 90 days.