

# 1. Definitions

"**Agreement**" - the agreement between you and us which includes these terms and conditions.

"**Call Rates**" - the call rates shown in the price list on the POL website.

"**Econet**" –Econet Wireless UK Limited, a company registered in England and Wales (registered number 7280165) whose registered office is at 200 The Strand, London WC2R 1DJ

"**Party**" – you, Econet and us.

"**POL**" - Post Office Limited, a company registered in England and Wales (registered number 2154540) whose registered Office: Finsbury Dials, 20 Finsbury Street, London, EC2Y 9AQ

"**Services**" - telecommunications services provided by us pursuant to this Agreement.

"**we**" or "**us**" – AQA Telecom Ltd., a company registered in England and Wales (registered number 08932279) whose registered office is at 32 Byron Hill Road, Harrow-on-the-Hill, Middlesex HA2 0HY.

"**Website**" – [www.postoffice.co.uk/international-phonecards](http://www.postoffice.co.uk/international-phonecards).

"**Working Day**" - a day, other than a Saturday or Sunday or national public holiday in England and Wales.

"**you**" or "**your**"- the person who has requested the Services.

## 2. Scope of the Agreement

**The Phonocard is sold by POL as agent for Econet.**

Your use of the Phonocard and the Services is subject to this Agreement as may be amended by us from time to time.

Changes will be posted on the Website. You agree that if you use the Phonocard and/or the Services after any amendments have been posted on the Website you are bound by this Agreement as amended.

## 3. Conditions for use of the Phonocard and the Services

The Phonocard is valid for the following periods after first use:-

- a) £5 card 60 days;
- b) £10 card 60 days; and
- c) £20 card 90 days.

### **After a Phonocard expires any remaining credit is lost.**

You agree that our records are conclusive evidence of your use of the Services and the Call Rates and other fees payable under the Agreement.

The Phonocard is valid for use in the UK only.

We reserve the right to terminate fraudulent calls or cancel the Phonocard where there is evidence of fraud. We will not be liable to you for the cost of fraudulent use of the Phonocard or the Services. We will use our reasonable endeavours to minimise any loss to you caused by that fraud.

You may cancel this Agreement in respect of a Phonocard purchased on-line within 7 Working Days of purchase of that Phonocard, provided that you have not used any Services in respect of that Phonocard. We will refund the amount of that Phonocard in the manner in which the Payment was made. Any other refunds are at our discretion.

## **4. Call Rates and accuracy of information on the Website**

All attempts will be made to ensure that the information available on the Website at any one time is accurate. However, some of this information may be out of date. As an example, Call Rates for using Phonocards may be varied by the relevant service providers at their discretion and at any time. The information on the Website relating to the Phonocards and the Services will be monitored on an ongoing basis and updated. We suggest that if you want the latest Call Rates, you check these on the Website or you call the customer services number below before placing your order.

The Phonocard is not valid for calls from users of the BT Light Scheme or to premium rate numbers and some non-geographic numbers (e.g. 090, 087 and some 084 numbers).

Charges for calls will be calculated by rounding up the time of each call to the nearest whole minute.

## **5. The Services**

We will use our reasonable endeavours to ensure that the Services are available to you. However, if we are unable to provide the Services to you, we will not be responsible for any call charges made through another carrier nor will we be liable for any additional charges or damages suffered by you.

You agree that we cannot guarantee connection, including for reasons beyond our control, such as acts of God, severe weather, industrial disputes, power failure, war, terrorism, network capacity, failure of the carrier telecommunications system or government action.

We will not be liable for any use of the Services prohibited by, or other than in accordance with, this Agreement.

You agree that we are not responsible for providing or maintaining equipment required to access the Services, nor are we responsible for any fault on your telephone line. You agree that from time to time the Services may be suspended for reasons including (but

not limited to) maintenance or fault-finding and no compensation will be payable in respect of such suspension. We will endeavour to keep such incidents to the minimum.

## **6. Your obligations**

You agree and undertake:-

a) to comply with the Communications Act 2003, any regulations made under that legislation, and legislation and regulations implementing the Electronic Commerce Directive (Directive 2000/31/EC) and any other applicable law or regulation, as those instruments are amended from time to time; b) not to use the Phonecard or the Services in any way or for any purpose prohibited by law or regulation or in an improper or offensive manner; and c) to indemnify us against all liabilities, claims, damages, losses and expenses arising from any breach by you of the Agreement.

## **7. Your details and personal information**

The [POL website terms and conditions, available](#)  here will apply in relation to the use of your personal information.

## **8. Liability**

Nothing in this Agreement shall exclude or in any way limit either Parties' liability for fraud, or for death or personal injury caused by its negligence, or any other liability to the extent such liability may not be excluded or limited as a matter of law.

Subject to the provision above:-

- a) no Party shall be liable to any other in contract, tort or otherwise for any loss of business, contracts, anticipated savings or profits or for any other indirect or consequential whatsoever in connection with the Agreement;
- b) Econet and our maximum liability to you in relation to any claim made under or in connection with this Agreement, shall be limited to the purchase price paid by you for your use of the Phonecard and the Services to which this Agreement relates; and
- c) Econet give no warranties in respect of the Phonecard or the Services and to the extent permitted by applicable law exclude all warranties, express or implied.

## **9. General**

If any term or provision of this Agreement or part of it is held invalid or unenforceable, it shall be deemed omitted or omitted to the extent necessary to render it valid and enforceable and the remainder of the Agreement shall remain unaffected and in full force and effect.

This Agreement represents the entire understanding between the Parties in relation to the subject matter hereof and supersedes all other agreements made between them whether written or oral.

No waiver of any provision of this Agreement shall be deemed to be a further or continuing waiver of any provision of this Agreement.

This Agreement may not be assigned by you, either in whole or part, without our prior written consent, such consent not to be unreasonably withheld. We may assign this Agreement at any time.

Termination of this Agreement for any reason shall not affect such of the provisions hereof as are expressed to operate or have effect thereafter.

This Agreement is governed by the laws of England and Wales and both Parties agree to the exclusive jurisdiction of the courts of England and Wales.

## **10. Queries and complaints**

Should you have any complaint or query about the Services you may phone our Customer Services on 0330 001 0111 or write to us at: AQA Telecom Ltd. 1 Quality Court, London WC2A 1HR. Calls to 03 numbers cost no more than a national rate call to an 01 or 02 number and count towards any inclusive minutes in the same way as 01 and 02 calls. Calls may be monitored or recorded for training and compliance purposes.

You may also refer any complaints regarding the Services to the Office of the Telecommunications Ombudsman. For details please see [www.ombudsman-services.org/communications.html](http://www.ombudsman-services.org/communications.html).