

AGREEMENT FOR THE PROVISION OF IT EQUIPMENT AND SERVICES

CONTRACT DETAILS

Contract Number (if applicable)	
Effective Date:	
Supplier:	OODLES FINANCE LTD (trading as Oodles, and registered in England and Wales under company number 14941524) (Oodles)
Supplier's registered office address:	7 Stratford Place, London, England, W1C 1AY
Supplier's authorised representative:	
Customer	
Customer's registered office address:	
Customer's authorised representative:	
Payer reference:	

1. This agreement (the **Services Agreement**) is formed of and incorporates:
 - a. these contract details (the **Contract Details**); and
 - b. the Framework Terms for the Provision of IT Equipment and Services from time to time and available via [insert link] (the **Framework Terms**).
2. Pursuant to the Services Agreement, all purchases and/or hire of equipment and all purchases of services from Oodles, and their provision by Oodles, shall be on, and subject to, Oodles' standard terms and conditions for supply from time to time and available via [insert link] (the **Terms & Conditions**).
3. The device insurance key facts from time to time for any accidental damage and theft insurance that may be provided to the Customer are available via [insert link] (the **Device Insurance Key Facts**).
4. If there is any conflict or ambiguity between the terms of the documents referred to in paragraph 1, a term contained in a document higher in the list shall have priority over a term contained in a document lower in the list.
5. By entering into the Services Agreement, the Customer confirms that:
 - a. it has read and understood:
 - i. the Contract Details; and
 - ii. the Framework Terms, Terms & Conditions and the Device Insurance Key Facts, all as applicable as at the date of the Customer's signature; and
 - b. the individual signing the Services Agreement on its behalf is a director of the Customer (or such other representative of the Customer as Oodles has approved in advance in writing) and has all the requisite authorities to do so.

Oodles and the Customer hereby agree to the terms of the Services Agreement.

FRAMEWORK TERMS FOR THE PROVISION OF IT EQUIPMENT AND SERVICES

1. APPLICATION AND TERM

- 1.1 The Services Agreement governs the overall relationship between Ooodles and the Customer in relation to the provision of IT equipment and services by Ooodles to the Customer.
- 1.2 The Services Agreement shall commence on the Effective Date and shall continue in force, unless and until terminated earlier in accordance with Clause 9.

2. ORDERS

- 2.1 Ooodles shall grant the Customer access to the Ooodles Platform for the Customer to order the equipment and services offered by Ooodles to the Customer through the Ooodles Platform from time to time. Ooodles and the Customer may also agree via email, telephone and/or other means outside the Ooodles Platform from time to time that Ooodles will provide certain equipment and/or services to the Customer.
- 2.2 The equipment and services offered by Ooodles to the Customer through the Ooodles Platform, and the price at which they are offered, shall be determined by Ooodles (and are subject to change by Ooodles) at its sole discretion, from time to time.
- 2.3 All orders for equipment and/or services placed by the Customer via the Ooodles Platform shall constitute an offer by the Customer to purchase and/or hire equipment and/or purchase services (as applicable) on, and subject to, the Terms and Conditions.
- 2.4 An order placed by the Customer shall only be accepted when Ooodles confirms the order in writing (an **Order**), at which point an individual contract on, and subject to, the then applicable Terms and Conditions shall come into existence in respect of each individual item of equipment and/or service set out in the Order.
- 2.5 Where the Customer and Ooodles agree via outside the Ooodles Platform (such as email, telephone and/or other means) that Ooodles will provide equipment and/or services to the Customer, Ooodles shall confirm such agreement in writing (each such confirmation shall also be an **Order**) and each individual item of equipment and/or service shall also be the subject of an individual contract on, and subject to, the then applicable Terms and Conditions.
- 2.6 Each of the individual contracts described in Clauses 2.4 and 2.5 (each a **Service Contract**) shall form a separate contract between Ooodles and the Customer, and shall not form part of the Services Agreement. This enables Ooodles to provide enhanced flexibility to its customers.

3. OODLES PLATFORM

- 3.1 Unless Ooodles agrees otherwise in writing from time to time, Ooodles shall have the right to charge the Customer for access to the Ooodles Platform. The charge(s) to the Customer for Ooodles Platform access shall be Ooodles' standard fee(s) for access to the Ooodles Platform from time to time (plus VAT).
- 3.2 The Customer and its authorised representatives may access and use the Ooodles Platform solely for the purposes of ordering equipment and services (and for no other purpose). The Ooodles Platform and all parts of it shall remain the exclusive property of Ooodles or its licensors and, except as set out in this Clause 3.2, neither the Customer nor any of its authorised representatives shall have, or acquire, any rights (including intellectual property rights) in, to or in relation to the Ooodles Platform (or any part of it).
- 3.3 Ooodles may suspend or terminate the Customer's, or any of its authorised representative's, access to and/or use of the Ooodles Platform if Ooodles (in its sole discretion) considers such access and/or use to be inappropriate and/or improper.

4. PAYMENT TERMS

- 4.1 Unless Ooodles agrees otherwise in advance in writing, on the last Business Day of each month, the Customer will be issued with an invoice that sets out: (i) each of the Charges payable by the Customer to Ooodles in or in respect of that month (including for equipment purchased from Ooodles by the Customer, equipment hired from Ooodles by the Customer, Service Subscriptions and any other services purchased by the Customer, and any other costs or charges incurred by the Customer at that time); and (ii) the total of all such amounts (the **Total Monthly Charges**).

- 4.2 Unless Oodles agrees otherwise in advance in writing, the Customer must pay the Total Monthly Charges for each month by Direct Debit and the Customer agrees for a Direct Debit (recurring or otherwise) to be set up on its bank account for the day falling 10 days after the last Business Day of the month (each a **Direct Debit Date**) and for the full amount of each month's Total Monthly Charges to be paid to Oodles via that Direct Debit. Where a Direct Debit Date falls on a day that is not a Business Day, the Customer's payment will be taken on the next Business Day.

5. EQUIPMENT HIRE

- 5.1 If the Customer hires rather than purchases equipment from Oodles, the Customer's hire of such equipment shall be subject to a minimum hire period. This will usually be the applicable hire term selected by the Customer in the Oodles Platform.
- 5.2 If the Customer hires equipment from Oodles and has purchased a Service Subscription that includes a Flexible Term in respect of that equipment, the Customer may alter the minimum hire period for that equipment pursuant to the relevant Service Contract. In summary, on the Customer selecting a new minimum hire period, the hire charge would be recalculated based on the exact price plan that would have applied in respect of that new minimum hire period had that new minimum hire period been selected at the commencement date of the relevant Service Contract, and, if the Customer reduces the minimum hire period for that equipment, Oodles may increase the hire charge for that equipment pursuant to the relevant Service Contract.

6. FEES

- 6.1 If the Customer fails to pay any Charges by the due date for payment:
- (a) Oodles will promptly notify the Customer by phone, email and/or SMS and separately notify the Customer of any action required to bring its account up to date;
 - (b) if the Customer has an active Direct Debit in place, Oodles' payment provider will attempt to take payment again within the 7 days following the first failed Direct Debit payment;
 - (c) the Customer will incur a late payment fee of 10% of the overdue amount or £30 (excluding VAT), whichever is higher. The Customer can avoid such a fee by ensuring that it has an active Direct Debit set up in accordance with Clause 4.2 and sufficient funds in its bank account at the time payment is due; and
 - (d) Oodles may restrict usage of the equipment in respect of which there are overdue amounts.
- 6.2 If the Customer fails to pay any Charges within 14 days after the due date for payment, this may negatively impact the Customer's credit file, which may adversely impact the Customer obtaining credit elsewhere.
- 6.3 If the Customer has purchased services not included with the purchase or hire of equipment or in a Service Subscription (for instance, a software upgrade/downgrade, etc), the Charges for such services will be included in the monthly invoice described in Clause 4.1.
- 6.4 If the Customer fails to return equipment to Oodles as required pursuant to a Service Contract (for instance, when the contract in respect of that equipment is terminated), Oodles may charge the Customer Oodles' reasonable estimate of the value of that equipment.

7. ACCIDENTAL DAMAGE & THEFT INSURANCE

- 7.1 Accidental Damage & Theft Insurance is provided only in respect of the equipment for which the Customer has purchased the Service Subscription that includes Accidental Damage & Theft Insurance.
- 7.2 Accidental Damage & Theft Insurance is provided by Warranty & Creditor Services and, notwithstanding the terms of the Services Agreement or any Service Contract, is provided on Warranty & Creditor Services' applicable terms.
- 7.3 In relation to the Accidental Damage & Theft Insurance, Oodles is an agent of Warranty & Creditor Services who are authorised & regulated by the Financial Conduct Authority.
- 7.4 The Device Insurance Key Facts set out certain details of the Accidental Damage & Theft Insurance.

- 7.5 Under the Accidental Damage & Theft Insurance:
- (a) theft of and accidental damage to the relevant equipment are covered;
 - (b) loss of the relevant equipment is not covered;
 - (c) not every eventuality is covered (for example, leaving the relevant equipment unattended when it is away from the Customer's office or its authorised user's home is not covered);
 - (d) in the event of the theft of or irreparable damage to equipment, a replacement unit will be provided;
 - (e) where equipment is repaired, only original new parts will be used;
 - (f) there is no minimum age for users; and
 - (g) worldwide trips are covered up to 90 days are covered.
- 7.6 The Accidental Damage & Theft Insurance is a rolling 30 day policy and has an excess of £50 per claim.
- 7.7 If the Customer wishes to make a claim under the Accidental Damage & Theft Insurance, the Customer must pay the excess of £50 and keep (or have had) the Accidental Damage & Theft Insurance in place for at least 12 consecutive months in total.
- 8. LIMITATION OF LIABILITY**
- 8.1 The restrictions on liability in this Clause 8 apply to every liability arising under or in connection with the Services Agreement, including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 8.2 Nothing in the Services Agreement shall limit or exclude either party's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
 - (d) any other liability which cannot be limited or excluded by applicable law.
- 8.3 Subject to Clause 8.2:
- (a) neither party shall have any liability to the other party for any indirect or consequential loss arising under or in connection with the Services Agreement;
 - (b) without prejudice to Clause 8.3(a), Oodles shall not have any liability to the Customer for any of the following (whether direct or indirect):
 - (i) loss of profits, sales, business, or revenue;
 - (ii) loss of agreements or contract;
 - (iii) loss or corruption of data, information, or software;
 - (iv) loss of business opportunity;
 - (v) loss of anticipated savings; or
 - (vi) loss off goodwill; and
 - (c) Oodles' total liability to the Customer arising under or in connection with the Services Agreement shall be limited to £100,000.
- 8.4 Except to the extent expressly set out in the Services Agreement, all warranties, representations, conditions and all other terms of any kind whatsoever (whether express or implied by statute, common law, course of dealing or otherwise) are, to the fullest extent permitted by applicable law, excluded from the Services Agreement.
- 9. TERMINATION**
- 9.1 Either party may terminate the Services Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Services Agreement and (if such breach is remediable) fails to remedy that breach within a period of 10 Business Days after being notified in writing to do so;
- (b) the other party repeatedly breaches any of the terms of the Services Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Services Agreement;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 10 Business Days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clauses 9.1(c) to clause 9.1(j) (inclusive);
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Services Agreement is in jeopardy; or
- (n) there is a change of control of the other party.

9.2 Either party may terminate the Services Agreement on giving not less than 3 months' written notice to the other party.

10. SURVIVAL

10.1 On termination of the Services Agreement, howsoever arising, each Service Contract then in force at the date of such termination shall continue in full force and effect for the remainder of the term of such Service Contract, unless terminated earlier in accordance with the terms of such Service Contract.

10.2 The termination of any Service Contract shall not affect any other Service Contract or the Services Agreement.

10.3 On termination of the Services Agreement, the following Clauses shall continue in force: Clauses 4, 6, 7, 8, 10, 11, 13, 14, 15, 16, 19, 22, 23 and 24.

- 10.4 Termination of the Services Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breaches of the Services Agreement which existed at or before the date of termination.

11. CONFIDENTIALITY

- 11.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or supplier of the other party or any member of the group of companies to which the other party belongs, except as permitted by Clause 11.2. For the purposes of this Services Agreement, the terms of the Services Agreement and each Service Contract, the price(s) of Oodles' products and services and the Oodles Platform, shall be considered confidential information of Oodles.
- 11.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Services Agreement or a Service Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 11; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Services Agreement or a Service Contract.

12. CHANGES TO SERVICES AGREEMENT

- 12.1 Oodles may vary the Framework Terms from time to time. Oodles will give the Customer notice of any such variation(s) at least 28 days before the change(s) come into effect. If the Customer does not agree to the variation(s), the Customer may terminate the Services Agreement by giving at least 14 days' written notice to Oodles. If, following Oodles' notice of any such variation(s) in accordance with this clause 12.1, the Customer does not terminate the Services Agreement in accordance with this clause 12.1 then the Customer shall be deemed to have accepted any such variation(s).
- 12.2 Subject to clause 12.1, no variation of the Services Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13. WAIVER

- 13.1 A waiver of any right or remedy under the Services Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 13.2 A failure or delay by a party to exercise any right or remedy provided under the Services Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Services Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

14. RIGHTS AND REMEDIES

- 14.1 Except as expressly provided in the Services Agreement, the rights and remedies provided under the Services Agreement and/or any Service Contract are in addition to, and not exclusive of, any rights or remedies provided by law, and each of a party's rights and remedies (whether under the Services Agreement, any Service Contract or at law) are without prejudice to its other rights and remedies

15. SEVERANCE

- 15.1 If any provision or part-provision of the Services Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Services Agreement.
- 15.2 If any provision or part-provision of the Services Agreement is deemed deleted under Clause 15.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16. ENTIRE AGREEMENT

- 16.1 The Services Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 16.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Services Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Services Agreement.

17. ASSIGNMENT AND OTHER DEALINGS

- 17.1 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Services Agreement without the prior written consent of Oodles.
- 17.2 Oodles may assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Services Agreement without the prior written consent of the Customer.

18. NO PARTNERSHIP OR AGENCY

- 18.1 Nothing in the Services Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

19. THIRD PARTY RIGHTS

- 19.1 The Services Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Services Agreement.

20. NOTICES

- 20.1 Any notice given to a party under or in connection with the Services Agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by email to that party's authorised representative's address as specified in the Contract Details.
- 20.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 20.2(c), business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 20.3 This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21. COUNTERPARTS

- 21.1 The Services Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 21.2 No counterpart shall be effective until each party has delivered to the other at least one executed counterpart.

22. GOVERNING LAW

- 22.1 The Services Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

23. JURISDICTION

- 23.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Services Agreement or its subject matter or formation.

24. INTERPRETATION AND DEFINITIONS

The following definitions and rules of interpretation apply in these framework terms.

- 24.1 Definitions:

Accidental Damage & Theft Insurance: insurance in respect of accidental damage to and theft of equipment purchased or hired by the Customer.

Business Day: a day on which the banks in England are open for business, excluding a Saturday, Sunday or bank holiday in England.

Charge(s): the price(s) for the provision of equipment and/or services, as specified in Orders and as may be varied from time to time in accordance with the relevant Service Contract.

Contract Details: the contract details document forming part of, and incorporated in, the Services Agreement.

control: has the meaning given in Clause 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

Customer: has the meaning given in the Contract Details.

Device Insurance Key Facts: has the meaning given in the Contract Details.

Direct Debit Date: has the meaning given in Clause 4.2.

Effective Date: has the meaning given in the Contract Details.

Flexible Term: the right for the Customer to adjust the minimum hire period for an individual item of equipment in respect of which the Customer purchased the relevant Service Subscription.

Framework Terms: has the meaning given in the Contract Details.

Ooodles: has the meaning given in the Contract Details.

Ooodles Platform: the online and/or mobile customer platform operated by Ooodles to facilitate the purchase and/or hire of equipment and the purchase of services by its customers, from time to time.

Order: has the meaning given in Clauses 2.4 and 2.5.

Service Contract: has the meaning given in Clause 2.6.

Service Subscription(s): a combination of services offered, within the Ooodles Platform, by Ooodles to the Customer in respect of an individual item of equipment on a subscription basis for a single monthly fee, from time to time.

Services Agreement: the agreement for the provision of IT equipment and services that these Framework Terms form part of and are incorporated into, as may be varied in accordance with these framework terms from time to time.

Terms & Conditions: has the meaning given in the Contract Details.

Total Monthly Charges: has the meaning given in the Clause 4.1.

- 24.2 Clause, schedule and section headings shall not affect the interpretation of the Services Agreement.
- 24.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 24.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 24.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 24.6 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 24.7 A reference to **writing** or **written** includes email.
- 24.8 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 24.9 A reference to the Services Agreement, a Service Contract or to any other agreement or document is a reference to the Services Agreement, Service Contract or such other agreement or document, in each case as varied from time to time.
- 24.10 References to Clauses and Schedules are to the clauses and schedules of the Services Agreement.
- 24.11 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

TERMS & CONDITIONS

1. Definitions

In these terms and conditions, the following definitions apply:

Accidental Damage & Theft Insurance	Insurance in respect of accidental damage to, and theft of, Equipment.
Address	Your business address as set out in the Order.
Business Day	Monday to Friday, other than bank holidays.
Charges	As applicable, the price for the Equipment purchased or hired from Us by You or a Service Subscription and/or another service in respect of an individual item of equipment purchased from Us by You, as listed in the relevant Order (as may be varied from time to time in accordance with these terms and conditions). In the case of Equipment hired from Us by You, these include the Hire Charges.
Commencement Date	The date on which the Service Contract commences as set out in the Order or, if no such date is set out, the date of the Order or such other date as You and We may agree in writing.
Delivery Date	The date on which the Equipment is received by You, your employee or your agent at the Address.
Equipment	An individual item of equipment that is to be purchased or hired from Us by You as listed in an Order, all substitutions, replacements or renewals of such equipment, and all related accessories, manuals and instructions provided for it.
Fair Wear & Tear	The ordinary and natural meaning, which means the natural deterioration of the Equipment because of normal usage, for example, minor scuffs or marks. The following does NOT count as Fair Wear and Tear: (i) Any cracked screen on the Equipment; (ii) Any significant dents or scratches, other than small scratches; (iii) Rust; (iv) Any damage that means that the Equipment will not turn on or function correctly.
Flexible Term	The right for You to adjust the Minimum Hire Period for the Equipment.
Hire Charge	The monthly payment amount set out in the Order (as may be varied from time to time pursuant to these terms and conditions) and payable to Us by You for Your use of Equipment that You hire from Us.
Hire Period	The period of hire for Equipment that You hire from Us as described in Section 4.

Insurance Provider	A third-party licensed entity issuing insurance policies (not Us), which assumes financial responsibility and indemnifies You against covered losses or liabilities as outlined in the insurance policy.
Minimum Hire Period	In respect of Equipment that You hire from Us, the period of hire set out in the Order, which begins from the Commencement Date.
Notice of Default	A letter sent to You by Us when You are in arrears with Your payments to Us. It asks You to pay the amounts past due date.
Ooodles Platform	The online and/or mobile customer platform operated by Ooodles to facilitate the purchase and/or hire or equipment and the purchase of services by its customers, from time to time.
Order	Our written confirmation of Your order for the purchase or hire of equipment or purchase of a service (as applicable).
Service	A Service Subscription or an individual service to be purchased from Us by You in respect of an individual item of equipment as listed in an Order.
Service Contract	The contract pursuant to which You have, as applicable, purchased or hired Equipment or purchased a Service in respect of an individual item of equipment, comprising these terms and conditions and the relevant Order, and as varied in accordance with these terms and conditions from time to time.
Service Subscription	The combination of services offered, within the Ooodles Platform, by Us to You in respect of an individual item of equipment on a subscription basis for a single monthly fee, as described in an Order.
Services Agreement	The services agreement entered into between Us and You governing the overall relationship between Us and You in relation to the provision of IT equipment and services by Us to You, as may be varied in accordance with its terms from time to time.
You, Your	The business customer named on the Order.
Us, We, Our	OODLES GROUP (trading as Ooodles and registered in England and Wales under company number 14127507).

2. Equipment Sale

1. This Section 2 of these terms and conditions applies only where You purchase the Equipment from Us.
2. The Equipment is described online in the Oodles Platform or as otherwise described to You.
3. The Equipment is supplied with the original manufacturer's warranty (if any) only. We do not provide any additional or other warranty in respect of the Equipment. However, if You have selected a Service Subscription that includes Accidental Damage & Theft Insurance, You may be entitled to make a claim for accidental damage and theft pursuant to Section 5.4.
4. The risk in the Equipment shall pass to You on delivery.
5. Title in the Equipment shall not pass to You until We receive payment in full for the Equipment in accordance with the Service Contract.
6. Until title to the Equipment passes to You, You shall:
 1. Store the Equipment so that it remains readily identifiable as Our property; and
 2. Maintain the Equipment in good condition and keep it insured against all risks for its full price from the date of delivery.
7. At any time before title to the Equipment passes to You, We may require You to deliver up the Equipment and, if You fail to do so promptly, We may enter any of Your premises or of any third party where the Equipment is located in order to recover it.

3. Equipment Hire

1. Sections 3, 4, 5, 6, 7, 8 and 13 of these terms and conditions apply only where You hire the Equipment from Us.
2. We shall hire the Equipment to You, for your business use at Your Address subject to the terms of the Service Contract.
3. We will not, other than in exercise of Our rights under the Service Contract or applicable law, interfere with Your quiet possession of the Equipment.

4. Hire Period

1. The Hire Period starts on the Commencement Date and shall continue for the Minimum Hire Period unless the Service Contract is terminated earlier in accordance with these terms.
2. If after the expiry of the Minimum Hire Period, the Service Contract is not terminated under Section 12, the Hire Period will continue in force on a rolling basis, if you continue to pay the Hire Charge each month.

5. Title & Risk

1. The Equipment shall at all times belong to Us and You will have no right, title or interest in the Equipment.
2. The risk of loss, theft or damage shall pass to You on delivery. The Equipment shall remain at Your sole risk during the Hire Period and any time during which the Equipment is in Your possession, custody, or control and until the Equipment is delivered to Us.
3. You are responsible for the Equipment once it is delivered to You. Section 12 sets out Your obligations to take care of the Equipment and Section 7 sets out your obligation to pay for damage on the return of the Equipment. You have an obligation to continue to make payments even if the Equipment is unavailable.
4. If you selected a Service Subscription that includes Accidental Damage & Theft Insurance, You are entitled to make an insurance claim to the Insurance Provider covering for accidental damage and theft. The Insurance Provider is an independent third party and We are only acting as an authorised handler.

6. Your Responsibilities (Care and Maintenance of the Equipment)

1. During the Hire Period, You must:
 1. Keep all the Equipment in Your possession;
 2. The Equipment is supplied for Your use only and You agree not to use the Equipment for any resale purpose;
 3. Not sell, hire, pawn, trade-in or otherwise dispose of any of the Equipment or allow any of it to become subject to anybody else's rights (for example, by providing it as security for any of Your debts);
 4. Tell Us immediately if any of the Equipment is lost, stolen or damaged;
 5. Keep all the Equipment in good repair and condition, Fair Wear and Tear excepted;
 6. Use the Equipment in accordance with any instructions supplied with the Equipment, or as otherwise available from the Equipment manufacturer;

7. Only use the Equipment in a manner that would be expected of a reasonable person using such equipment;
 8. Not use any of the Equipment for any unlawful purpose;
 9. Not modify the Equipment or change its operating software (other than an official upgrade to the operating system that the Equipment was supplied with);
 10. Permit Us to inspect the Equipment, where We give you at least two days' notice of Our intention to do so;
 11. Not take any of the Equipment out of the United Kingdom for more than 31 consecutive days without Our written approval; and
 12. If any of the Equipment is provided with a case and/or screen protector, keep that Equipment in the case and use the screen protector provided at all times.
2. If any of the Equipment is lost or stolen, this shall not be deemed to be a breach of the above, but We reserve the right to terminate the Service Contract under Section 12.

7. Repairs

1. During the Hire Period and for as long as You meet your obligations under the Service Contract, We will repair or replace the Equipment if We believe there is reasonable cause to do so.
2. If the Equipment has been used following the manufacturer's instructions and a fault develops, We will repair or replace the Equipment with a product of equivalent specification. Such replacement Equipment will be subject to these terms and conditions.
3. Our repairs and replacement only apply to Equipment We have supplied under the Service Contract and does not cover additional software or enhancements made by You.
4. Nothing in this Section shall require Us to repair any defect in the Equipment caused by misuse, neglect or deliberate damage, interference by a third party or due to any breach of the Service Contract.
5. Unless We have given You permission in writing, You may not make any alterations or additions to the Equipment. Any alterations or additions made without Our permission will become Our property.
6. If a fault occurs that is not because of a manufacturing fault or Fair Wear & Tear, an additional repair charge will be made and is payable by You. We will assess the Equipment and if a repair charge is due, We will inform You of the excess charge before progressing with the repair. (If you have selected a Service Subscription that includes Accidental Damage & Theft Insurance, terms and conditions apply under Section 10.**Error! Reference source not found..1.)**
7. Excess charge rates will be shared via email after a certified third-party has diagnosed the cause of the damage and the repair costs to bring the Equipment to its original working condition.
8. Equipment must be returned to Us for repair via Our free courier service valid at any point of time and shared by Us via email or online.
9. Repairs covered under Accidental Damage & Theft Insurance and verified by the Insurance Provider as genuine accidental damages, will be covered and paid by Us.

8. Restrictions on the Use of Equipment

1. If any of the Equipment uses a Sim card (for example, a mobile telephone handset or some types of tablet devices), We may register that Equipment with a third party that may restrict the use of the Equipment in case of loss/theft or non-payment.
2. We may ask such parties to restrict the use of such Equipment:
 1. If You do not meet Your obligations under the Service Contract, for example, You miss Your payments (subject to any notice or document or following any other procedure that We are required to do by law (if any), or
 2. If you tell Us that the Equipment has been lost or stolen, in which case, as a result of this, You agree to us restricting the use of the Equipment immediately.
3. Where any of the Equipment is restricted per the above provisions, We may remove that restriction where We reasonably believe it is prudent to do so. For example, if We have restricted the Equipment because You have lost it, but You subsequently find it, We could lift the restriction if you contact Us. Similarly, where We have restricted the Equipment because You have failed to make Your payments as they fall due and You subsequently make those payments, We may agree to lift the restriction.

9. Delivery

1. Delivery of the Equipment shall be made by Us or a company We appoint to deliver on our behalf. We will do Our best to deliver the Equipment on the day specified in the Order.
2. If there is a delay in the delivery of the Equipment due to an event outside Our control, We will contact You as soon as We can and let You know how We plan to minimise the effect of the delay. Doing this will mean We will not be liable for delays caused by the event, but if there is a risk of substantial delay You may contact Us to end the Service Contract.
3. You must make sure that either You or someone on Your behalf is available at the Address to take delivery of the Equipment and, if required, to sign for it.
4. You agree that We are entitled to deliver the Equipment to any person over the age of 18 present at the Address. Such delivery counts as delivery to You.
5. If there is nobody available to deliver the Equipment to when it is attempted to be delivered, You must contact the delivery company and arrange a further delivery. In compliance with the timescales above, the first attempted delivery shall be treated as Us having complied with those timescales. However, the Equipment will not be deemed delivered until received by You or somebody at the address on Your behalf.
6. If We reasonably believe that any of the matters set out in Section 12 have occurred or are likely to occur, We may postpone the delivery of the Equipment. In such circumstances, We shall attempt to contact You to discuss Our concerns. After this discussion, or if We cannot contact You, We shall either terminate the Service Contract under Section 12 or deliver the Equipment to You. If We decide to terminate the Service Contract, We will not deliver the Equipment to You.

10. Service Subscriptions

1. This section applies if You purchase a Service Subscription that includes Accidental Damage & Theft Insurance. The Services Agreement includes a link via which the product information document outlining the insurance coverage provided for theft and accidental damage, and highlighting any exclusions, from time to time is available. Clause 7 of the Services Agreement also sets out certain details of such insurance coverage and the basis on which the Accidental Damage & Theft Insurance is provided. There is an excess of £50 per claim. Following the delivery of the Equipment for which you have purchased the relevant Service Subscription, You will receive further information regarding Your insurance policy from the Insurance Provider providing You with all the information required, should You need to make a claim.
2. Where You have purchased or hired Equipment from Us, if You purchased a Service Subscription that includes a Flexible Term in respect of the Equipment at the same time that You purchased or hired the Equipment and You are still subscribed to that Service Subscription, You may extend or reduce the Minimum Hire Period for the Equipment. If You wish to do so, with effect from the Commencement Date, the Hire Charge(s) will be amended to the hire charge(s) that would have been applicable at the Commencement Date had the extended or reduced Minimum Hire Period been selected at the Commencement Date. Where this results in You having underpaid Hire Charge(s) at the date the extension or reduction takes effect, You will be required to pay to Us the amount of the underpayment immediately on request. Where this results in You having overpaid Hire Charge(s) at the date the extension or reduction takes effect, We will apply a credit to Your account for the amount of the overpayment.
3. If you purchased a Service Subscription known as the "Employee Leaver Scheme" in respect of the Equipment, You have 30 days from the Delivery Date to enter the full name of the employee into the Oodles Platform. If the employee to whom the Equipment was assigned leaves during the Service Contract, You can end the Service Contract with no penalties, providing evidence of the employee leaving the business is provided. If no employee name is entered within the 30 days, this clause and benefit will not apply. If the Equipment is allocated to a different employee than before, You have 15 days to reflect this change into the Oodles Platform.
4. If You purchased a Service Subscription that includes the provision of (or Oodles otherwise agrees to provide) a loan unit to the Customer, the loan unit will be shipped with the same set-up as the Equipment that it is temporarily replacing when that Equipment was originally shipped to the Customer. If the Equipment that a loan unit is temporarily replacing was backed up on Apple Business Manager or Microsoft Intune, the loan unit will be set up with the last saved configurations within them. All loan units shall be and remain the property of Oodles,

must be returned to Oodles on demand and Sections 6,8 and 13 shall apply to them as if they were the Equipment.

11. Charges

1. We shall invoice all Charges in accordance with the Services Agreement and You shall pay to Us all Charges in accordance with these terms and conditions and the Services Agreement.
2. The Hire Charge is payable to Us by You monthly for the use of the Equipment. Subject to Section 10.1, We agree not to increase the Hire Charge for Equipment, except to the extent necessary to reflect the imposition or variation of any applicable tax, statutory duty or levy from time to time. We will endeavour to give You at least 4 weeks written notice in the event of any such increase.
3. All Charges shall be paid in GBP and in full by direct debit in accordance with the Services Agreement, unless We agree otherwise. We may, at Our discretion, allow You to pay by Debit Card, Credit Card and other electronic payment methods.
4. All Charges and other payments under the Service Contract (unless otherwise stated) are inclusive of value-added tax (VAT), where applicable.
5. All amounts due under the Service Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
6. In the case of temporary unavailability of the Equipment, the Hire Charge will be reduced proportionally to the impossibility of using the Equipment.
7. If You fail to pay any sum due to Us under the Service Contract by the due date for payment:
 1. without prejudice to these terms and conditions, Clause 6 of the Services Agreement shall apply;
 2. We shall have the right to refer such non-payment to a third party (such as a debt collection agency and/or lawyer) for further action; and
 3. You will be in breach of the Service Contract, and We may take steps to terminate it in accordance with Section 12.
8. You agree to pay Us:
 1. all reasonable costs and expenses incurred by Us (both before and after judgement) as a result of You breaching the Service Contract and/or in Our enforcing any term of the Service Contract (including but limited to all fees, costs and expenses of any third parties (such as debt collection agencies and/or lawyers) engaged by Us if you fail to pay any sum due to Us under the Service Contract); and
 2. all reasonable costs and expenses incurred by Us for any administrative work carried out by Us at Your request in connection with the Service Contract.

12. Termination of the Service Contract

1. Where You have hired Equipment from Us:
 1. on or after the contractual Minimum Hire Period, the Service Contract may be terminated by either party giving to the other at least one month's written notice. The Service Contract must have been allowed to run for at least the Minimum Hire Period (inclusive of the period of notice) before it can be terminated this way;
 2. You may terminate the Service Contract inside the Minimum Hire Period by returning the Equipment to us and paying Us the outstanding Hire Charges due for the remaining months of the Minimum Hire Period;
 3. We may terminate the Service Contract by giving You at least seven days' notice if You tell us that any Equipment is lost or stolen. We may cancel such termination during that notice period if You tell us that You have located the Equipment;
 4. if either party terminates the Service Contract, You must pay Us any arrears of Hire Charges and any costs and charges due and unpaid at the date of termination; and
 5. if We terminate the Service Contract, You must pay us any Hire Charges, costs and charges that are due and unpaid at the date of the termination.
2. Where You have purchased a Service Subscription, the Service Contract may be terminated by either party giving to the other at least one month's written notice. If a Service Contract for a Service Subscription is terminated by either party for whatever reason, You may not purchase (and We shall not be obliged to provide) that Service

Subscription again or at all, or reactivate that Service Subscription, in respect of the same individual item of equipment unless we agree in writing in advance.

3. At any time, if You do not comply with the terms of the Service Contract, We may terminate the Service Contract by providing You with a Notice of Default.
4. At any time, We may terminate the Service Contract by writing to You (or serving any notice or document or following any other procedure that We are required to do by law (if any)), if any of the following occur:
 1. You have breached the Service Contract and have failed to remedy that defect within 14 days of Us requesting that You do so (for example, by first sending You a Notice of Default);
 2. You have failed to make any 2 payments due under the Service Contract (whether of the Hire Charge, any other Charge and/or otherwise) by the due date for payment;
 3. You have provided information to Us that is false or misleading in a material way;
 4. You act in a way towards Us or any of Our staff or agents that We reasonably consider to be abusive or otherwise inappropriate in a serious enough manner to justify Us terminating the Service Contract;
 5. A petition is presented for Your bankruptcy, there is an application for an interim order in respect of You, You seek to reach an arrangement with or call a meeting of Your creditors, You propose or enter into an individual voluntary arrangement, You are made bankrupt, or such other similar event occurs in relation to Your financial circumstances;
 6. You die or are deemed not to have the mental capacity to handle your affairs; or
 7. We have reasonable grounds to suspect fraud, attempted fraud or any other illegal activity.
5. If We terminate the Service Contract under Section 12.4.2, following termination We shall be entitled to invoice, and You shall pay to Us, the following sums to the extent not already invoiced:
 1. all Hire Charges or other costs and charges that would have been payable to Us had the Service Contract continued in effect for the Minimum Hire Period (including but not limited to the outstanding Hire Charge owing for the remaining months of the Minimum Hire Period); and
 2. all other sums for which You are responsible under the Service Contract (including but not limited to any late payment fees and any costs and expenses under Section 11.8).

13. Returning Hired Equipment

1. On termination of the Service Contract and/or the hiring for whatever reason, You must promptly return the Equipment to Us and comply with any reasonable instructions that We give You regarding the Equipment's return (for example, to make sure that it is protected in transit, unpaired from other software or hardware applications blocking its use in the future, or deleting any data on the Equipment).
2. When the Equipment is returned to Us, We will inspect it for damage. Fair Wear and Tear is excepted.
3. If You have failed to take care of any of the Equipment under Section 6 then in respect of any damage (for example, it is damaged by You maliciously or deliberately), We shall charge you Our reasonable estimate of the resulting reduction in the value of the Equipment or the cost of repair (whichever is the lower).
4. When any of the Equipment is returned to Us, You must make sure that it is not locked and that We can access it. You must delete any data that You have put on the Equipment and perform a full factory reset.
5. If You fail to return any of the Equipment to Us in breach of Your obligations under the Service Contract, We may invoice You, and You shall immediately pay Us, Our reasonable estimate of the value of the Equipment that is not returned.
6. If You do not or cannot return all the Equipment when the Service Contract is terminated, We may invoice You, and You must immediately pay Us, Our reasonable estimate of the Equipment value You do not or cannot return.

14. Our Liability To You

1. Nothing in the Service Contract limits any liability which cannot be legally limited including liability for:
 1. Death or personal injury caused by negligence;
 2. Fraud or fraudulent misrepresentation;
 3. Any matter in respect of which it would be unlawful for Us to exclude or restrict liability; or
 4. Breach of the terms implied by the Sales of Goods Act 1979 (title and quiet possession).
2. Subject to Section 14.1, We will under no circumstances be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with the Service Contract for:
 1. Any loss of profits, sales, business, or revenue;

2. Loss of agreements or contract;
 3. Loss or corruption of data, information, or software;
 4. Loss of business opportunity;
 5. Loss of anticipated savings;
 6. Loss of goodwill; or
 7. Any indirect or consequential loss.
3. If We breach the Service Contract, Our liability to You for that breach shall be limited under the provisions of this Section.
4. Our liability to You for breach of or otherwise in connection with the Service Contract shall not exceed:
 1. where You have hired Equipment from Us, the greater of:
 - (a) the total amount of Hire Charge(s) that are to be paid in the Minimum Hire Period; and
 - (b) the total amount of Hire Charge(s) that You have made under the Service Contract; and
 2. where You have purchased Equipment from Us, the total Charges paid or payable by You in respect of such Equipment; and
 3. where You have purchased a Service, the total Charges paid by You in respect of such Service during the 12 months immediately preceding the date on which the event giving rise to the claim occurred.
5. Except as expressly stated in these terms and conditions, We do not give any representation, warranties or undertakings in relation to the Equipment. Any representation, condition or warranty that might be implied or incorporated into the Service Contract by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, We will not be responsible for ensuring that the Equipment is suitable for Your purposes.

15. Variation of the Service Contract

1. We may vary the Service Contract:
 1. Where such variation is beneficial to You; or
 2. Where such variation is required to comply with any legal or regulatory requirement or guidance.
2. Where possible, We shall give you at least 28 days' notice of any variation unless You and We agree on a shorter notice period. If it is not possible to give 28 days' notice, We shall give You as much notice as We are able.
3. We can make a change immediately by giving You notice of the change.

16. Notices and Communications

1. You agree that where We are permitted to do so by law, We may serve any notice or document on You using any email address provided by You, by post or other professional mail delivery service, or personally at the Address (or such other address as You may notify Us of).
2. Where We are required to give You a document and We do so by email, We shall send it to you in PDF or HTML form.
3. Any notice that You send to Us should be in writing and posted to: Oodles Finance Limited trading as Oodles, 7 Stratford Place, London, England, W1C 1AY or via email to support@oodles.com (or such other address as We may notify You of).
4. Unless any legal provision provides otherwise, any document or notice served under the Service Contract shall:
 1. If delivered by post or professional mail delivery service, be deemed served two days after posting;
 2. If delivered by hand, be deemed served on that day; and
 3. If delivered by email, be deemed served the day after the day of sending.
5. The provisions of this Section 16 shall not apply to the service of any proceedings or other documents in any legal action.
6. If any document to be served on Us would be deemed to be served on a non-business day, then the document shall be deemed to be served on the next business day.

17. Changes in Information

1. You must tell Us about any change in Your name, address, phone number, or email address within 7 days of changing those details.
2. You must tell Us immediately if You are or become aware that any information that You have provided to Us is false or misleading in any material respect.

18. Relaxation

1. If We relax any of Your obligations under the Service Contract, then unless We state otherwise at the time of the relaxation, We may insist that You perform those legal obligations later.
2. Any relaxation shall not prevent Us from insisting that You perform any subsequent legal obligations of the same or similar nature or any different legal obligations that You may be subject to.

19. Assignment

1. We may assign all or any of Our rights under the Service Contract only after communicating and written consent by You.
2. The Agreement is personal to You, and You may not assign any of Your rights or obligations under it.

20. Jurisdiction and Applicable Law

1. The Service Contract shall be governed by and construed in accordance with the laws of England & Wales and shall be subject to the exclusive jurisdiction of the English & Welsh Courts.

21. Illegality and Unenforceability

1. If any provision of the Service Contract shall be found to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability, this shall not affect the remaining provisions, which shall remain in full force and effect.

22. Third-party Rights

1. No person who is not a party to the Service Contract has any rights under the Contracts (Rights of Third Parties) Act 1999 regarding the Service Contract.

23. Amendments to Legislation

1. Any references in the Service Contract to any statute or legislation shall, if the context permits, be read as a reference to that statute or legislation as may be amended, replaced or re-enacted from time to time.

24. Rights and Remedies

1. Except as expressly provided in these terms and conditions, the rights and remedies provided under the Service Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

25. Severance

1. If any provision or part-provision of the Service Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Service Contract.
2. If any provision or part-provision of the Service Contract is deemed deleted the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

26. We Use Your Information and Your Rights

1. In considering whether to enter into the Service Contract, operating the Service Contract, and operating Our business, We may use Your data in several ways and for several different reasons. You will be provided with full details about the information that We use and how We use it, together with the legal basis for that use, in a privacy notice when You apply for the Service Contract. You can also see Our privacy notice at: <https://www.oodles.com/privacy-policy/>.
2. It is vital that You provide Us with accurate information. We may check Your details with fraud prevention agencies. If You provide false or inaccurate information or We suspect fraud, this information may be recorded. Fraud prevention agency records will be shared with other organisations.
3. If You fail to make payments under the Service Contract, We may send Your details, including name and contact details and details about Your payment history, to third party debt collection agencies so that they may collect the money You owe under the Service Contract or to collect the Equipment.
4. You have several rights concerning the data that We hold about You. These are:
 1. the right to receive, free of charge, a copy of the personal data We hold about You (although We may make a reasonable charge if You require further copies). This information shall be provided electronically and sent to You by email;
 2. the right to receive, free of charge, information about what data about You We are processing, together with associated information such as the purpose of the processing, the categories of personal data processed, whom We are disclosing that data to, how long we will store the data, information about the source of any data, information about automated decision-making, and information about Your rights in respect of that data;

3. the right to have inaccurate data rectified;
4. in certain circumstances, the right to have data erased. This includes where processing the data is unnecessary, unlawful, You object, and We have no legitimate grounds for processing it. We need to erase it to comply without Our legal obligations. We rely on Your consent to process it and You withdraw that consent;
5. the right to restrict Our processing of data where the accuracy of the data is contested, the processing is unlawful, We no longer need the data for processing (but it is required for legal claims), or where You have objected to the processing, and We are investigating that objection; and
6. Where Our processing is based on certain circumstances, such as Your consent, and is automated, the right to receive the data in a portable manner.

27. General Conditions

1. The Service Contract is a Commercial Hire Agreement under UK law and the Service Contract constitutes the entire agreement between Us and You.
2. You agree that We may communicate with You about the Service Contract via electronic means using legitimate business interest as the basis for that communication.
3. You also agree that We may send communications to You by electronic means using legitimate business interest as the basis, including but not limited to by email and SMS text messaging. This will include contacting You about Your Hire Charges and notifying You if any sums are overdue.
4. Each paragraph of these terms and conditions operates on a standalone basis. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
5. If there is any conflict or ambiguity between these terms and conditions and the Services Agreement, a term contained in the Services Agreement shall have priority over a term contained in these terms and conditions.

Device Insurance Key Facts

Device Insurance

WCS

Insurance Product Information Document

Company: Warranty & Creditor Services

Product: Mobile Phone and Gadget Insurance

Warranty & Creditor Services is authorised and regulated by the Financial Conduct Authority.

This document is a summary of cover highlighting the main features and benefits as well as the general conditions and exclusions of this policy. Full terms and conditions can be found in the policy wording, which is contained in the Schedule of Insurance. This will provide specific details of your policy and the cover(s) you have selected. Please take some time to read the policy documents when you receive them. It is important that you tell us as soon as possible if any of the information is incorrect.

What is this type of Insurance?

This is a Mobile Phone and Gadget Insurance and the cover will reimburse the policy holder for costs incurred should there be damage, breakdown, or if the mobile phone or gadget is stolen.



What is insured?

- ✓ Theft
- ✓ Accidental Damage
- ✓ Extended Warranty
- ✓ Worldwide cover up to 90 days per annum



What is not insured?

- ✗ Loss
- ✗ Theft or Accidental Damage whilst left in an unattended motor vehicle unless concealed from view & vehicle is properly fastened.
- ✗ Theft or Accidental; Damage whilst left on any motor vehicle roof, bonnet or boot.
- ✗ Theft or Accidental Damage from any property unless there is forced and violent entry or exit
- ✗ Theft when left unattended away from your home.
- ✗ Some instances of Theft where the device is not within your sight at all times and out of your arms-length reach.
- ✗ An Excess, as detailed in your Schedule of Insurance
- ✗ Accidental Damage or Breakdown through negligence, abuse or misuse including where placed into a washing machine.
- ✗ Any claim where you are outside of the UK for a period longer than 90 days.



Are there any restrictions on cover?

- ! The maximum number of claims that may be made where the device is a total loss (stolen or damaged beyond repair) is two.
- ! If you make a claim within the first 12 months you have to keep cover in force for a minimum of 12 months



Where am I covered?

- ✓ Cover is offered for your Device, Worldwide, for periods of no longer than 90 days in any 12 month period.



What are my obligations?

You must provide full and accurate information to all questions asked. Your answers must be true to the best of your knowledge and belief. Your answers will form part of the statement of facts on which your policy will be based. If you become aware that information you have given us is inaccurate or has changed, you must inform us as soon as possible. Failure to do this may invalidate your policy and claims may not be paid.



When and how do I pay?

Premiums include Insurance Premium Tax and are collected by monthly direct debit. The premium is separate from the cost of purchasing your mobile phone or paying for your airtime.



When does the cover start and end?

Your cover will start on the date stated in your Schedule of Insurance. The policy lasts for a maximum of sixty months

If you have chosen an Annual Policy (paid monthly) and the policy lasts for more than one year, we will contact you prior to your annual anniversary date to remind you to review and update your cover, so that it remains adequate for your needs.



How do I cancel the contract?

If you decide that for any reason, this policy does not meet your insurance needs, you have the right to cancel this policy within 14 days of the start of the cover by providing written notice to Warranty & Creditor Services, 6 Faraday Office Park, Rankine Road, Basingstoke RG24 8QB or emailing at admin@wcsinsurance.co.uk. Thereafter you may cancel the insurance cover at any time by informing the Administrator however no refund of premium will be payable. If you do not exercise your right to cancel this policy will continue in force indefinitely until termination by you or the Underwriters.