

# Terms, Conditions & Privacy

## EXPLANATION OF WORDS AND PHRASES USED

<b>Avanti</b>	means the service operated by EasyAir Ltd trading as Avanti, registered office The Chemistry Lab, 57 Kingsway Place, Sans Walk, London EC1R 0LY, Co. Reg No. 4313723, VAT no. 7954920 80
<b>Call Charge</b>	means what you have to pay for using the Network to make telephone calls according to the Tariff
<b>International Calls</b>	means calls to or from foreign networks.
<b>Mobile Phone</b>	means any mobile phone or other equipment used by you and connected to the Network.
<b>Network</b>	means the public telecommunication system run by the Network Operator which we can use and to which we will connect your mobile phone.
<b>Network Operator</b>	means the organisation running the Network, which has been licensed to do so by the Secretary of State.
<b>Number</b>	means your mobile phone number.
<b>PIN number</b>	means the security digits used by you to activate the Software
<b>Premium Rate</b>	means those calls which are not charged at standard rates, for example calls to 09 numbers and calls to other mobile networks (where not charged by the Network Operator at UK standard rates).
<b>Service</b>	<b>means the telecommunication infrastructure, software and web administration that is supplied by Avanti. That allows you to make calls over your mobile telephone.</b>
<b>Software</b>	means the intelligent routing programme provided by Avanti for installation into customer owned mobile phones/equipment.
<b>Tariff</b>	means the schedule of charges for the Network published by us from time to time as appears on our website <a href="http://www.avantimobile.com/tariff">www.avantimobile.com/tariff</a>

**We us and our:** means Avanti, a division of EasyAir Limited whose registered office is at The Chemistry Labs, 57, Kingsway Place, Sans Walk, LONDON, EC1R 0LY

**You** means you, the customer. Your details will be as provided to us when you requested your mobile telephone and Airtime Agreement.

## **2. Registration**

- 2.1.** By using Avanti and or the Avanti website you confirm your agreement to our Terms and Conditions. These Terms and Conditions may be subject to change at any time and can be found on [www.avantimobile.com/conditions](http://www.avantimobile.com/conditions).
- 2.2.** Avanti reserves the right to refuse any order placed by you.
- 2.3.** If your order is accepted, we will send you an email invoice confirming your purchase. The software activation code and/or Pin Number (s) and access details will be sent to you via E-mail. You agree to keep all details confidential. We shall not be liable for losses incurred by you as a result of you disclosing such confidential information to third parties. You must keep confidential all passwords you have nominated to be connected to our website. You agree that we may disclose any information in connection with your accounts to anyone who correctly quotes your Ulogin and Password where applicable.
- 2.4.** You agree to provide us with a valid and functioning email address.
- 2.5.** You undertake that all the details you provide to us for the purpose of purchasing goods are correct, that the Credit or Debit card you are using is your own and there are sufficient funds to cover the cost of the purchase.
- 2.6.** If there are any changes to the personal information supplied by you, it is your responsibility to inform Avanti as soon as possible. Each and every time you make a purchase from our website, you confirm that the personal information which we hold about you is true and accurate. In the alternative amended details of your e-mail address or other address or contact details should be submitted before purchase.

## **3 Other Parties**

**3.1** Services are made available to you on condition that:

- 3.1.1 You do not re-supply or resell or otherwise make Services available to any person on an arms-length commercial basis, and that you do not use the Services in any way or for any purpose prohibited by law.
- 3.1.2 You agree to indemnify Avanti against any claims, losses, damages, costs, liabilities and expenses (including, without limitation, legal costs and expenses) resulting from illegal actions in relation to the Services provided to you whether engaged in by you or any other person using the Services with your permission. If you believe that someone else has used the Service without your or our permission you should notify us at the first reasonable opportunity. If you do not you may be liable for any losses, which you suffer as a result.
- 3.1.3 If a problem arises, you must contact our customer services immediately. The e-mail address is available on the Avanti website.

## **4 Financial Transactions**

- 4.1** Credit card and paybox transactions will be protected using appropriate security technology. This ensures that all card details are encrypted before being transmitted over the Internet. Confidential information will be stored on secure web servers. We use the highest quality and secure payment operators available.
- 4.2** We shall attempt to ensure that the information available on our website at any one time is accurate. As an example, the calling rates for accessing various destinations and services are varied by the relevant Airtime provide at their discretion and at anytime. Therefore, we cannot guarantee the accuracy of the information we provide, however, we shall monitor information on an ongoing basis and update it on the website accordingly.
- 4.3** We cannot be held responsible for products that we sell on our website as agents for third parties or for any aspect of the relationship between you and that third party.
- 4.4** We do not accept liability for any errors and omissions and reserve the right to change information, specifications and descriptions of listed products.

## **5 Contact**

You can contact Avanti by email° at: [enquiries@avantimobile.com](mailto:enquiries@avantimobile.com)

## **6. Our Liability to You**

- 6.1 We will be liable to you for the following;
- 6.1.1 Death or personal injury as a result of our negligence;
- 6.1.2 if we break any of our obligations to you under the Terms and Conditions, we will only be liable for direct losses up to a maximum of £2,000. In addition, if you use the Service for business purposes, we will not be liable for indirect or consequential loss or damage including but not limited to any loss of profit, loss of use or business whatsoever or howsoever arising and all and any terms not included herewith (including those implied by any statute) are excluded.
- 6.2 Except in circumstance of death or personal injury as a result of proven negligence, we will not be liable to you at all for any loss or damages which you may suffer as a result of circumstances beyond our control (including but not limited to, war, flood, exceptional weather, act of government or local authority, act or omission of the Airtime provider).

## **7 Provision of the Service**

- 7.1** Avanti or its agent will decrement your credit balance for all Services supplied by Avanti to the service numbers nominated by you. The minimum charges for calls may vary depending upon the type of call or service. The minimum for each type of call or service will be published on the Avanti website. Call charges are rounded up to the nearest penny
- 7.2** No printed Bills for call charges will be provided.
- 7.3** Use of the service will be recorded by Avanti and recent activity will be available on the Avanti website for you to view.
- 7.4** Avanti or its agent may vary the frequency, availability and number of transactions stored on the system at any time.
- 7.5** In order to continue to use the service you must maintain a positive account balance. Avanti will terminate any call in progress if the remaining credit balance is used up.
- 7.6** You accept that any supply of Services to any person making telephone calls from the numbers nominated by you is deemed to be authorised by you and that you must pay any charges arising out of that use unless you let us know at the first reasonable opportunity if you discover that someone is using the Services without your permission.

- 7.7 Avanti is a pre-pay service. Unless stated in any special offer or other promotion Avanti will not refund any monies once paid.
- 7.8 Avanti may suspend and/or disconnect your Services at its discretion.
- 7.9 You also agree that our automated billing reminder/information announcements and /or other information will be heard by anyone accessing the services.
- 7.10 When you use the Avanti service you will be charged by your mobile phone service provider for connecting to the Avanti access number. If the number you call from the Avanti service does not connect, your service provider will charge you for the duration of the call.

## **8.0 Termination**

- 8.1 If Avanti no longer provides Services, Avanti may obtain an alternative provider to provide the Services to you. You agree to the assignment of Avanti's rights under these terms and conditions to that alternative provider provided the level of service you currently experience is not significantly reduced as a result.
- 8.2 Any notice under this contract, whether required to be written or otherwise, may be given by us to you by post, personal service, email or SMS messaging to any email address, or phone number, you have given us to correspond with you. If we wish to terminate this Contract we must give you 30 calendar days notice.

Avanti reserves the right to terminate the service if no calls have been made on the service for a period greater than 3 months. No refund will be provided.

## **9. Data Protection**

- 9.1 The personal data provided via this website or other media ("Personal Data") may be used by OpenAir, The Chemistry Labs, 57, Kingsway Place, Sans Walk, London EC1R 0LY United Kingdom, and other OpenAir group companies worldwide (together, "OpenAir") to advise of, offer and supply goods and services, for other marketing purposes, and for additional purposes described in, or necessary for performing or enforcing, the terms of sale and/or use relating to your transaction (if any).

9.2 This Personal Data will assist OpenAir in its efforts to further improve products and services. Without such data, OpenAir may be unable to provide certain services. OpenAir may share Personal Data only with selected third parties, including providers of customer relationship management services outside the OpenAir group of companies, to provide, promote or co-promote OpenAir or OpenAir related products or services.

9.3 On your request to OpenAir, your Personal Data stored with OpenAir will be provided, corrected, amended or (unless required by us to perform or enforce this Airtime Agreement or the agreement relating to the purchase of your Mobile Phone) deleted (as required by law). OpenAir's treatment of Personal Data will accord with the above conditions and any applicable laws.

9.4 Any such request should be made to: OpenAir, Old Park Road, Stowford, Crewe, CW1 5XP Tel. 0870 111 8050, Mon-Fri 0900 to 1700 hrs.

9.5 Personal Data, including details of your name, address and payment record may be given to a credit reference agency or organisations involved in crime/fraud prevention.

## General

- a) **Notice and change of details:** You must tell us in writing immediately if there is any change in any of your details, or change in your bank or credit card arrangements which may be relevant to us via email to [customerservice@avantimobile.com](mailto:customerservice@avantimobile.com)
- b) **Agents:** We may use an agent to collect all charges and carry out the day-to-day administration and organisation of any services on our behalf. If we do so decide, you are authorised to pay the Charges to that agent.
- c) **Headings:** The headings in the terms and conditions are to assist reference only and do not affect the interpretation or effectiveness of it.
- d) **Concessions:** Any concession allowed by us to you at any time will not affect our rights under the terms and conditions or release you from subsequent liability under its terms.
- e) **Force Majeure:** Our obligations under the terms and Conditions will be suspended as a result of any act of God, extreme weather conditions, fire, explosion, riot, terrorist act, military action, strike, lock-out or other labour dispute, if the same interferes with the delivery of the Services. Our obligations to you will be suspended

until such time as the interfering event abates and we are in a position to reasonably operate the Services as supplied prior to such event.

- f) **Warranty:** We shall provide the Services using our reasonable skill and expertise all warranties; conditions, terms, undertakings and obligations implied by statute, common law, custom, trade, usage or otherwise, are hereby excluded to the fullest extent permitted by law subject to clause 7.
  
- g) **Law and Dispute Resolution:** If there is any dispute over the terms of the Airtime Agreement or the Network, you can, if you wish, refer any dispute in accordance with the arbitration procedures of the Network Operator in question. The arbitrator selected will be governed by the rules of that arbitration procedure. If you do not elect an arbitration procedure, the dispute will be settled in the relevant court of the United Kingdom and governed by the laws of England and Wales.