



Terms, Conditions and fair usage policy

True 30day rolling contract, leave whenever you want but you will stay forever!

No Retail Price Index (RPI) increases every year like other networks!

Definitions

“Company” means Chauhan Ltd (blucom) or any of its subsidiaries.

“Consumer” any Customer falling within the definition of a “consumer” as found in Section 12 of the Unfair Contract Terms Act 1977

“Contract” means the contract between the Company and the customer to which on any particular occasion these terms and conditions relate

“Customer” means the customer of the Company under the Contract

Coverage

The sim card is supplied by us to work on the O2 network. Please [check here](#) to confirm coverage is available in the areas you live, work and travel to before applying for the SIM as no refunds are given for poor coverage.

O2 Coverage checker is available here: <https://www.o2.co.uk/coveragechecker>

Billing

There is a £20+vat admin charge for any new connection, number migrations or a re-connection.

Usage is charged on the 1st of the month to the end of the month, so if your setup the SIM during the month, you will be paying for the complete month even if you have not used it. Therefore, your new connection will not take place until the beginning of a new month, unless you would like us to start it at another time.

When you first setup you will be charged £60+vat (£20+vat for setup, £20+vat for the current month & £20+vat for the following month) and then £20+vat on the 1st of every month thereafter via GoCardless (direct debit). If you cancel, you will not have to pay for the last month while you are transferring your number if it is done before the payment on the 1st is due.

If your direct debit is cancelled or payment cannot be taken on the 1st of the month, your SIM will be blocked and a £20+vat admin charge will be made to re-enable the SIM on top of your £20+vat phone subscription. Any credit will not be refunded.

If you require extra features adding to your account, like sending premium text, premium calls, international calls, roaming, please contact us, so we can arrange the extra limits and charges to your account – you will have to agree to additional terms & conditions.

All prices are quoted exclusive of charges for carriage and Value Added Tax on the total supply (at the prevailing rate) currently 20%.

We will give 30days notice for any price increases.

Unlimited Allowances

Chauhan Ltd (blucom)' unlimited bundles are truly unlimited where usage is appropriate to subscription type. Inappropriate usage would be considered as the following:

- > Any usage outside normal commercial practice
- > Any usage made via automated means (also see Gateway/AIT FUP)
- > Any usage that damages or impairs the hosting network
- > Any usage considered fraudulent, abusive, illegal or a nuisance
- > Data usage where users regularly tether to 12 or more devices or have used 650GB of data twice within a 6 month period
- > Data usage where roaming outside of the UK and exceeding more than 25GB within a single billing period.

We may investigate usage in order to ascertain whether your unlimited usage is in line with these guidelines. In the event inappropriate usage is determined then we reserve the right to restrict services, adjust the plan or terminate the agreement based on the severity of the misuse.

Gateways/Artificially Inflated Traffic (AIT)

Chauhan Ltd does not allow SIMs to be used in any equipment which enables the routing of calls or data (including, without limitation, text or picture messages) from fixed apparatus or standard devices to mobile equipment, by establishing a mobile to mobile call or transmission. Nor does it allow the use of any equipment which enables the sending of bulk SMS, voice or data services. Chauhan Ltd reserves the right to suspend without notice should we believe that such equipment is being used. During suspension, the liability for any access charges or calls will rest with the customer.

Roaming

In line with Roam Like At Home legislation, we have introduced a Fair Usage Policy to ensure end user allowances are being used for purpose whilst roaming.

Policy Terms... Inclusive roaming services on our mobile tariffs have been built for business users who travel periodically, and not those who roam across foreign networks on a semi-permanent or permanent basis. If a customer uses their mobile in destinations outside the UK that qualify for inclusive access to standard bundles (this includes those countries that qualify for daily roaming services such as World Travel Select and/or legislation such as Roam Like At Home), for more than 50% of the time in any four-month rolling period, they can expect to receive a communication requesting a moderation of roaming services. If a customer's usage continues to exceed 50%, as described above, over the two-week period following the first notification, Chauhan Ltd reserves the right to either charge customers for this excessive usage or bar roaming services. Customers will be notified before any action is taken

More information on travelling in the EU are here :

<https://www.o2.co.uk/business/support/international/going-abroad-in-europe#roaming-in-our-europe-zone> and subject to change at any time.

Warranty

If the SIM card should be lost, damaged or become faulty, please let us know and we will endeavour to send out a replacement SIM card as soon as we can. We will not refund any time for loss of use of the SIM card.

The warranty applies to the SIM only and not any device it is connected to.

Delivery

Whilst every reasonable effort shall be made to keep to any delivery date, time of delivery shall not be of the essence and the Company shall not be liable for any losses costs damages or expenses incurred by the Customer or any other person or company arising directly or indirectly out of any failure to meet any estimated delivery date.

Force Majeure

The Company shall be under no liability for any failure to perform all or any part of its obligations under the Contract if such failure shall be due to act of God strikes lock-out labour disputes the effects of any statute or any regulation of any Government public or local or other Authority delay or defaults of suppliers or sub-contractors or non-availability of parts (without prejudice to the generality of the a foregoing) any other causes beyond the reasonable control of the Company and this condition shall apply notwithstanding that it may conflict with any Special Condition.

No Waiver

The Company's failure to insist upon strict performance of any provision of the Contract on any one occasion shall not be deemed to be a waiver of its rights or remedies in respect of any other present or any future default on the part of the Customer in performance of the Contract.

Entire Agreement

These terms and conditions and the Special Conditions (if any) constitute the entire agreement between the Company and the Customer and may not be modified waived amended or supplemented except by written agreement between the Company and the Customer signed by a director or other duly authorised person on behalf of the Company.

Law

The Contract shall be governed by and implemented in all respects in accordance with the laws of England and any disputes or differences in connection with or arising out of the Contract shall be referred to the Courts of England.