

# Sky Mobile Customer Contracts



From August 2023

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# Your Sky Mobile contracts

This booklet contains the terms and conditions for Sky Mobile customers. **Sky Mobile services** and **equipment** are provided under separate contracts as set out in this booklet. Sky Mobile is a service for the personal use of UK consumers only.

## Next steps

Please take a few minutes to read this booklet which includes the terms on which we will supply you with a mobile **SIM** and **Sky Mobile services** (access to mobile calls, texts and/or data services) and / or, **equipment**. A summary of the most important terms is contained at the beginning of this booklet.

You agree to the terms and conditions of the contracts set out in this contracts booklet (including any changes to the price, terms or services made in accordance with the terms and conditions) when performance of the relevant contract or agreement begins. This means:

- you agree ‘[Your contract for Sky Mobile services](#)’ applies from the date your **SIM** is activated to be used to access your chosen **Sky Mobile services**; and
- if you purchase **equipment** from **Sky**, you agree ‘[Your contract for equipment](#)’ applies from the date you receive confirmation your order is accepted by us.

In this booklet, “we” “our” and “us” are references to **Sky** and other members of the Sky group. Your contracts are with Sky, which is responsible for supplying the **Sky Mobile services** and any **equipment** to you. ‘[Your contract for equipment](#)’ is also with **SSSL** and **SRS**, who are jointly responsible with Sky for supplying the **equipment** to you. Sky, **SSSL** and **SRS** will be jointly and severally liable to you for the supply of equipment. **SSSL** may also provide services for Sky as an agent, including billing and customer support.

Words and phrases written in **bold** have a special meaning which is explained in the section ‘[Terms with a special meaning in this booklet](#)’ below or where the word or phrase is used. In each paragraph only the first use of a word or phrase with a special meaning is in bold. Subsequent uses in the same paragraph have the same meaning unless otherwise stated.

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# Important information about your contracts

## Which sections of this booklet are relevant to you

- The sections in this booklet that apply to you, and the number of contracts you have with **Sky**, will depend on the products and services you take from us. There are separate **contracts** for the supply and your use of **Sky Mobile services**, for the supply of **equipment** and for the supply of paper billing.
- If you take **Sky Mobile services** your **contract** is made up of '[Your contract for Sky Mobile services](#)' and the '[General terms and conditions](#)'.
- If you purchase **equipment**, your **contract** is made up of '[Your contract for equipment](#)' and the '[General terms and conditions](#)'.
- You may also have an **equipment payment plan** to pay for any **equipment** you purchase but this is covered in a separate contract.

## Who can subscribe to Sky Mobile services and purchase equipment

- You can subscribe if you are 18 or over and you live in the **UK**. If you move or change your contact details you must tell us. If you move your registered address to one outside the UK this contract may end.
- You are responsible for all activity on your Sky Mobile account by anyone who uses the **Sky Mobile services** or your **device** unless you tell us in advance that they are not permitted to do so.
- You may not be accepted as a subscriber to any **Sky Mobile service** or to purchase **equipment** if you owe us any money or the result of our credit or fraud assessment of you is unsatisfactory. We can administer your Sky Mobile account as we believe reasonable depending on the result of this assessment or any future scoring, which may include applying different limits or payment terms to your Sky Mobile account. We may use information from, or supply information to, outside agencies for credit assessment and/or fraud prevention purposes.

## The SIM

- You will receive a **SIM** which could be an eSIM or SIM card depending on which SIM type you select at point of purchase.
- If you've ordered an **eSIM**, you will need to activate it in your **My Sky** app and your billing will start as soon as you have activated your SIM. Once activated you will need to install your eSIM on your **device** before you can start using your **Sky Mobile services**. A confirmation code will be sent to you via email once you've activated so that you can install it on your device. All the information you'll need will be sent to you following your eSIM order.
- The **SIM** is supplied to you at no extra cost and remains the property of **Sky** (or another Sky group company) at all times.

- Under no circumstances should you give the **SIM** to anyone else unless you are happy to pay any charges they incur.
- In addition to the relevant **data plan**, a compatible **device** is required to use **Sky Mobile services**.
- You must not tamper with or dispose of the **SIM**, unless we ask you to.
- **Sky** owns the **SIM** sent to you and if asked, you must return or dispose of it at the end of your **contract** or if a replacement is sent to you.
- You must tell us immediately if the **SIM** is lost or stolen, and as soon as reasonably possible if it is damaged or faulty.

### How the price of your data plan may change and other prices may increase

- We may change the price of your **Sky Mobile services** (for example, change the price of your **data plan**, an **optional extra** or our out of plan call or text rates). This includes during the **minimum term** but you may be entitled to end your **contract** without paying **early termination charges**. If this change is an increase to your **data plan** or a **recurring optional extra** you are paying for at the time or is likely to materially disadvantage you we will give you at least 31 days' notice in writing where possible.
- Please see 'Your [contract for Sky Mobile services](#)' condition 5 (Payments) for full details about how your prices might change and, if this happens, the circumstances where you are allowed to end your contract during the minimum term without paying early termination charges.
- You must make sure anyone you allow to access **Sky Mobile services** passes any notices received by them to you.

### Charges and how you'll be billed

- You are responsible for all activity using your **Sky mobile services** unless you tell us in advance someone is not authorised to use them.
- Details of the current prices for our **data plans** and other charges for **Sky Mobile services** are set out on [sky.com](#) and in our **tariff guide**.
- We will post your monthly bill electronically to **My Sky**.
- Alternatively, you can ask us to send you a paper bill for which a separate charge and separate terms and conditions apply. Details can be found in the section of this booklet 'Your [contract for paper billing](#)'.
- One-off charges you owe us (including **early termination charges**) will be charged directly to any credit or debit card you have given us the details of. We will give you reasonable notice before making the charge. Please tell us when we contact you about the charge if you don't want us to use these card details for this purpose.

## Our services and how they may change

- **Sky Mobile services** come with a monthly data allowance which is agreed with you when you place your order. This is the limit on how much mobile data you can use in each **bill period**. You can see the data plans we currently offer at sky.com
- We will use reasonable care and skill in providing the **Sky Mobile services** to you but Sky Mobile services may not be available everywhere in the UK due to the nature of the service provided. Mobile coverage may be affected by a number of factors, for example, weather and geographic conditions or the material of the walls or ceilings of the building you are in or how many people near you are trying to use mobile services at the same time.
- You should check your predicted **network** coverage and what data services are available in your area on sky.com.
- We will manage the network in order to give you the service we have agreed to. For example, we may automatically direct traffic onto different parts of the network such as 3G, 4G or WiFi.
- If you change your chosen **data plan** or **optional extras** during your subscription and this will reduce your payment to us you need to give us advance notice as the changes will not take effect until your next **bill period**.
- During the **minimum term** you have **minimum service protections**.
- When your **device** is connected to our **network** your **Sky Mobile services** will support calls to emergency services via 999 and 112. When you call these numbers we will give them information about your location so they can find you if they need to (known as 'caller location information').
- If you make an emergency call when using Wi-Fi calling, we'll try to use the normal Sky mobile network first. If there is no signal, we'll try to use Wi-Fi but the emergency services won't be able to identify your location automatically so you will need to tell them where you are.
- Wi-Fi calling will not work if your broadband connection fails for any reason or it loses power. You should keep a fixed line for emergency calls and never rely solely on Wi-Fi calling for these calls (only use Wi-Fi calling as a last resort).
- **Sky Mobile services** are variable so may change from time to time. We cannot guarantee the continued availability of any particular **data plan** or **optional extra**.
- We constantly invest in our **network** and over time another network or **mobile service** available on your existing network may provide you with a superior service and experience. If this happens we may contact you to tell you that we will move you to another network or **data plan** (see condition 6.6 of '[Your contract for Sky Mobile services](#)' for details).
- If we remove your chosen **data plan** we will move you to the nearest equivalent (offering the same or better features) and keep you on your old price if it is lower until the end of your **minimum term** (subject to our general right to increase prices explained above).
- If we remove an **optional extra** you'll continue to get the benefit of that optional extra until you've used up the allowance or the end of the current **bill period** (whichever is sooner).

If we remove a **recurring optional extra** which you are paying for at the time we will move you to the nearest equivalent (offering the same or better features) if one is available (and keep you on your old price if it is lower until the end of your **minimum term**).

- **Sky Mobile extra services** are provided at Sky's discretion and their features and your eligibility may change.
- If we change any additional **Sky Mobile extra service** you are not paying for into a feature or service which you have to pay extra to receive we'll give you reasonable notice of what charge will apply if you wish to carry on receiving it.
- If we change your **mobile number** or any other name, code or number associated with your **SIM** or **Sky Mobile services** we will try to let you know in advance wherever reasonably possible.
- Please see 'Your contract for Sky Mobile services' **condition 6 (How your Sky Mobile services may change)** for full details about service changes and the circumstances where you are allowed to end your **contract** during the **minimum term** without paying **early termination charges**.

## How long subscriptions last and what happens if you end this contract

- For information about cooling off rights see 'Your rights to cancel your order' at the back of this booklet.
- You must subscribe to a **data plan** for at least the **minimum term** (usually 12 months). If you end this contract during the **minimum term** or we end the contract early because you have breached your contract or are at fault (as explained further in **conditions 8.8 or 8.10** of 'Your contract for Sky Mobile services') you may have to pay an **early termination charge**. Where you have a contractual right to end the contract early because of something we have done (see conditions 8.4 and 8.5 of 'Your contract for Sky Mobile services' for more details) you won't have to pay an early termination charge. For more information about these charges go to [sky.com/earlytermination](http://sky.com/earlytermination).
- You may be able to reduce the amount of these **early termination charges** by changing your **dataplan** in accordance with these **conditions** before you tell us you want to end this contract.
- You may also end the contract on a **Sky Mobile service** (including during the **minimum term**) if we break any **condition** of the contract.
- Please see 'Your contract for Sky Mobile services' **condition 8 (How long your subscriptions last)** for full details about when your **Sky Mobile services** or **contract** may be ended without charge.

## How the terms of your contract may change

- We may change the terms of your contracts with us.
- Unless we are unable to do so for legal or regulatory reasons we will give you 31 days' notice in writing of any change.

- Please see 'Your contract for Sky Mobile services' **condition 8.4** (When you can end your contract or Sky Mobile services) for details about when your **Sky Mobile services** or **contract** may be ended without **early termination charges** if we make such changes.

## How special offers affect your contract

- If you take up a special offer, the terms and conditions of the relevant products and services will be varied to take account of the offer terms and conditions.

## How to get in touch with Sky (including if you have a dispute)

- Online, you can chat to one of our online advisors by visiting 'Contact us' in **My Sky**.
- You can call us on **03442 41 41 41** or, if you are calling to report your **equipment** lost or stolen, on **03300 4125 23**. Calls to and from Sky may be recorded or monitored for training and other purposes.
- You can write to us at **Sky Subscribers Services Limited, PO Box 43, Livingston, West Lothian EH54 7DD**.
- We are committed to providing you with the best possible products and services, but we understand that sometimes things do go wrong. In the unfortunate circumstance that you have a complaint (including about any continuous or regularly recurring difference between the actual performance of your **Sky Mobile services** in relation to speed or other quality of service parameter and any information we have previously given to you) please get in touch with us straight away using the details above. Please mark any letter you send us for the attention of '**Customer Complaints**'.
- If you'd like to find out more about how we deal with your complaints and options for alternative dispute resolution, read our '**Complaints Code of Practice**' which you will find by visiting the 'Complaints' page on sky.com or by going to [www.sky.com/help/articles/sky-customer-complaints-code-of-practice](http://www.sky.com/help/articles/sky-customer-complaints-code-of-practice).
- Alternative dispute resolution services for Sky Mobile customers are provided by Communications & Internet Services Adjudication Scheme (CISAS) whose website is [www.cedr.com/cisas/](http://www.cedr.com/cisas/)



# Use of your information

Please take time to read the Sky Privacy and Cookies Notice available at [www.sky.com/privacynotice](http://www.sky.com/privacynotice) which applies to the use of your personal and other information by Sky UK Limited and its group companies. You can request a paper copy of the notice by calling us.

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## Your contracts for Sky Mobile services and equipment

To enter these contracts you must be 18 years or over.

### 1. Who are your contracts with and what do they cover?

- 1.1. The contracts are between you and **Sky**, who provide your **Sky Mobile services**, and between you, **Sky**, **SSSL** and **SRS** for the supply of **equipment**.
- 1.2. The following is covered by these contracts (please also see 'Which sections of this booklet are relevant to you' above):
  - a) The supply and use of your **SIM**;
  - b) The supply and use of **Sky Mobile services**;
  - c) The supply of your **equipment** (if applicable); and
  - d) Your rights if your equipment is faulty or defective (if applicable).
- 1.3. These contracts do not cover:
  - a) The supply and use of any other services from Sky (for example, TV services, Sky Broadband, Sky Talk, Sky Go or Sky Go Extra). Terms and conditions for these services are provided separately to this booklet;
  - b) 'Your contract for paper billing' (if applicable); and
  - c) Any other services available when using a Sky software application on your **device** which are not expressly referred to in this contract. Terms and conditions for these other services are made available before you download the software application.

## Your contract for Sky Mobile services

### 2. The SIM

- 2.1. **Sky** will provide you with a **SIM** for the **data plan** you have chosen to enable you, and those people you allow, to access and use the **Sky Mobile services**. We may not provide you with a SIM if you have not chosen a **data plan** for that SIM.
- 2.2. **Sky** continues to own the **SIM** after it is sent to you and if asked, you must either return it to Sky or dispose of it securely at the end of this **contract** or if reasonably requested by Sky to do so. You must also either return it to Sky or dispose of it securely if a replacement SIM is sent to you. You must not resell the SIM or give it to anyone else unless we agree otherwise.

- 2.3. Only you, or those people you allow to, may use the **SIM** to receive **Sky Mobile services**. The SIM may be used with any compatible **device**. If you try to use your SIM in a non-compatible device it may damage the device and affect your usage (including making emergency calls). In these instances, we're not responsible for any such damage or usage problems.
- 2.4. You must not tamper with the **SIM** or use it for anything which we do not authorise and must take reasonable steps to avoid damage to the SIM.
- 2.5. When your **SIM** is activated we will allocate you a **mobile number** for use on our **network**. The number does not belong to you and may only be transferred by you to another service provider in certain circumstances. For more information about when this can happen go to sky.com.
- 2.6. You may ask us to include your **mobile number** in a telephone directory and/or a directory enquiry service. We may charge a fee for requesting this service (which we will tell you about at the time) and you should note that your mobile number will be available to companies that compile information for marketing purposes. If you are worried about unwanted marketing calls you can prevent this by registering your mobile number with the Telephone Preference Service at [www.tpsonline.org.uk](http://www.tpsonline.org.uk) or by texting 'TPS' and your email address to 85095.
- 2.7. The **SIM** may be replaced from time to time for security reasons or if required by a government or regulatory body. We will send you a new SIM before the old one becomes invalid, unless it is not practicable for us to do so in which case we will send you one as soon as possible.
- 2.8. **Sky** can make the **SIM** invalid and restrict and/or block the **Sky Mobile services** if:
  - a) we reasonably believe you, or those people you allow to use Sky Mobile services, are using it in an unauthorised way;
  - b) your SIM or **equipment** is lost or stolen; or
  - c) it is necessary to protect the security of the **network** or we reasonably consider it is otherwise reasonable to do so (such as in the case of fraud).
- 2.9. You must tell us immediately if the **SIM** is lost, stolen or likely to be used in an unauthorised manner, and as soon as reasonably possible if it is damaged or faulty, using the contact details set out in '[How to get in touch with Sky](#)' at the front of this booklet. Except in certain circumstances, you will be responsible for any charges incurred for using **Sky Mobile services** (for example, calls made, texts sent or data used) until you have contacted us to tell us that your **SIM** or **equipment** has been lost, stolen or is likely to be used in an unauthorised manner.
- 2.10. If your **SIM** is damaged or faulty and you return it, **Sky** will replace it free of charge if it had a defect when it was supplied to you. If the card is faulty or damaged in any other way or you do not return the faulty SIM, or if it is lost or stolen, you may have to pay for a replacement. Any **SIM** that you tell us does not work or has been lost or stolen will be invalidated.

- 2.11. You are responsible for removing all data, including confidential and personal data, from the **SIM** prior to sending it back to us or any other memory card you send. It is your responsibility to back-up any files or data from the SIM that you want to keep before sending it to us.

### 3. Sky Mobile services

- 3.1. We will provide the **Sky Mobile services** you have chosen to receive. However, you may not be accepted as a subscriber to the Sky Mobile services if you owe us any money or the result of our credit or fraud assessment is unsatisfactory.
- 3.2. Each of your **Sky Mobile services** are separate and variable and may change from time to time as described in **condition 6.2** below.

#### Your data plan subscription

- 3.3. You must choose one **data plan**, and you can choose to add any **optional extra** we may offer.
- 3.4. If your **device** is not supplied by Sky it may be locked to another network and you may need support from your current network operator and/or device manufacturer to unlock it.
- 3.5. You may choose a different **data plan** or add an **optional extra** at any time unless you have told us you would like to end your **Sky Mobile services** or this **contract** or we otherwise become aware that you will be ending your Sky Mobile services or this contract. If you choose a data plan with a higher monthly price or add an optional extra these will be effective and available to use immediately (the full allowance of the new data plan will be available but any **recurring optional extra** may be pro-rated). If you choose a data plan with a lower monthly price or remove an optional extra, as long as you tell us at least 4 days before payment of your next bill is due, this will take effect from the start of your next **bill period**.
- 3.6. If your **data plan** has a limit on the volume of **Sky Mobile services** you can access in any **bill period** (for example, 1GB of data per month), when you reach that limit your access to the relevant Sky Mobile services will be suspended until your next bill period. You will be able to remove this suspension by changing to a data plan with a higher limit or (if applicable) redeeming data from your 'piggybank'. One hour of web-browsing typically uses 10 – 25MB, downloading a music track typically uses 4MB and streaming one hour of HD video typically uses 2GB (source: broadbandchoices.co.uk, correct as at May 2018).

#### Sky Mobile extra services

- 3.7. We may make **Sky Mobile extra services** available with your **data plan** from time to time.
- 3.8. Each **Sky Mobile extra service** is separate and variable and may change from time to time. For full details of these services and what you may need to do to access them, please see sky.com which you should check regularly for up to date information.
- 3.9. If a charge applies to access or use any part of a **Sky Mobile extra service** you will be told in advance of the applicable charge and of any additional terms and conditions which apply.

- 3.10. **Sky Mobile extra services** supplied to you may differ from those supplied to other Sky customers and may vary between associated **data plans**.
- 3.11. We may alter, suspend or stop making available to you **Sky Mobile extra services** to update the service, for technical reasons, if you have missed any payments you owe us or the result of our credit or fraud assessment of you is unsatisfactory, or if you have broken these **conditions** or the terms and conditions of another service provided to you by Sky, or for any of the reasons listed in conditions 5.1 or 5.2 of the '[General terms and conditions](#)'.
- 3.12. Where the **Sky Mobile extra service** is one you pay a specific price for we will give you reasonable notice before we stop making the Sky Mobile extra service available to you (unless we need to do this immediately for technical reasons or for valid legal or regulatory reasons). We will refund to you the price you have paid, or the applicable pro-rata amount, for a Sky Mobile extra service which you cannot use.
- 3.13. Some **Sky Mobile extra services** may be provided by third parties. The availability of these services is outside our control and we are not responsible for them.

#### [Coverage, service quality and interruptions](#)

- 3.14. We will use reasonable care and skill in providing the **Sky Mobile services** to you.
- 3.15. As this is a mobile service, it may not be available everywhere in the United Kingdom and in some places it is only available at certain times. Similarly, if you use the **Sky Mobile services** from a country outside the UK you will be roaming on another operator's network, so the Sky Mobile services may not be available to you or you may not receive the same level of coverage and speed as you're used to on the **network**. We have no liability if you are unable to access Sky Mobile services abroad, or if the quality of any other operator's network services differs from those provided by Sky. Please contact us to check your current service availability in a particular destination (you can use the contact details set out in '[How to get in touch with Sky](#)' at the front of this booklet).
- 3.16. Unless you are using the **Sky Mobile services** with **equipment**, we cannot guarantee they are or will be compatible (partly or in full) with your **device**.
- 3.17. From time to time faults in the **Sky Mobile services** may occur and a number of circumstances and conditions beyond our reasonable control could restrict or impair them (for example, weather and geographic conditions). We may use technical data from our network and your devices to diagnose and fix these. Your Sky Mobile services and network signal will also be affected by your location, for example, mobile coverage is affected by things like the material of the walls or ceilings of the building you are in or how many people near you are trying to use mobile devices at the same time.
- 3.18. Where technical issues, impaired quality of service or outages on our **network** occur you should report this to us (using the details set out in '[How to get in touch with Sky](#)' at the front of this booklet) and must give us a reasonable opportunity to fix any fault which may include you taking the reasonable steps we recommend. We will try to resolve the fault as soon as possible and re-perform any **Sky Mobile services** when possible. Please see conditions 8.6 of '[Your contract for Sky Mobile services](#)' and 2.6 of the '[General terms and conditions](#)' for details of the action you can take and remedies you may be entitled to if

we are unable to fix a fault in a reasonable time. For more information about our service status, things that can affect coverage and data speeds go to [sky.com/servicestatus](https://www.sky.com/servicestatus).

- 3.19. We may direct and manage traffic on our **network** as is required to deliver the quality of service we have agreed to, including in some circumstances directing traffic onto different parts of our network such as 3G, 4G and WiFi. We may use technical data from our network and your devices to do this. Available 4G data speeds are typically faster than 3G (average download speeds of 21Mbit/s vs 6Mbit/s; average time to load the BBC homepage of 4 seconds (4G) vs 7 seconds (3G). Source: Ofcom: Smartphone cities, Measuring mobile broadband and voice performance. 30 March and 16 December 2016). Delays and jitters in the transmission of data or packet loss can result in your data services running slowly, web pages not loading or you having problems with services like VPNs. If there is packet loss or delay in mobile data transfer certain applications may suffer from momentary interruptions of video or audio or alternatively the time to complete a task (such as downloading a track) becomes longer.
- 3.20. We may control or vary any **content** or technical specifications for such content so that you receive a better experience when using the **Sky Mobile services**.

#### [Wi-Fi calling and access to emergency calls](#)

- 3.21. Wi-Fi calling allows you to make and receive calls, and send and receive texts, over a wireless internet connection (for example, your home broadband, work broadband or public Wi-Fi). If you make an emergency call (999 or 112) when using Wi-Fi calling, we'll try to make the call over the normal Sky mobile network first. If there is no signal, we'll try to use Wi-Fi but the emergency services won't be able to identify your location automatically so you will need to tell them where you are.
- 3.22. Wi-Fi calling will not work if your broadband connection fails for any reason or it loses power. You should keep a fixed phone line to use for emergency calls or use the normal mobile network, and only use Wi-Fi calling for these calls as a last resort.
- 3.23. Any calls you make or texts you send using Wi-Fi calling will use your allowance under any **optional extra** you have or, if you do not have an allowance or have exceeded it, will be charged based on the standard charges in our **tariff guide**.
- 3.24. Wi-Fi calling is not supported outside the UK. If you make a call or send a text whilst roaming your **device** will use the local mobile network. More information about Wi-Fi calling can be found in the Help section on [sky.com](https://www.sky.com)

#### [Recommendations and newsletters](#)

- 3.25. We may supply recommendations, newsletters and/or magazines with information about your mobile services in paper or electronic format from time to time as part of the **Sky Mobile services**. If we do, you can elect not to receive it by contacting Sky. We can stop providing these at any time without notice.

## [4. Your use of Sky Mobile services and our Acceptable Use Policy](#)

- 4.1. You agree to use your **Sky Mobile services** and the **SIM** for your own personal use as a consumer and shall ensure that those people you allow to access and use the Sky Mobile services and SIM do the same.

- 4.2. You agree to use your **Sky Mobile services** in accordance with this **contract** and our reasonable instructions, and shall ensure that those people you allow to use the Sky Mobile services do the same. Sky may use your personal data and an analysis of your calling patterns to check whether you are using your Sky Mobile services in this way. You agree that you will be responsible for all activity on your Sky Mobile account (for example, calls made, text messages sent or data services used) by you or anyone you allow to use your **SIM** or Sky Mobile services while in your, or their, possession or control. For example, if you are a parent or guardian you are responsible for the use of the Sky Mobile services and any **device** by a child or person in your care.
- 4.3. Your use of 'unlimited', 'free' or 'no extra charge' services provided as part of the **Sky Mobile services** (such as inclusive calls, texts or data), and the use by anyone you allow to use your Sky Mobile services, should not exceed that reasonably expected of a reasonable person using the Sky Mobile services for personal purposes as a consumer. If it does we may:
- a) suspend your Sky Mobile services until we have established whether your use is in accordance with these **conditions** and if it is not end your **contract** under condition 8.8 (if we establish that your use is in accordance with these Conditions we will remove the suspension and give you a pro-rata refund of any monthly charges for the period of suspension); and/or
  - b) charge you Sky's standard rates as published in our latest **tariff guide** for any calls, texts or data services exceeding those reasonably expected of a person using Sky Mobile services for personal purposes as a consumer.

We will inform you by SMS or email before we start charging you our standard rates and will try to notify you in writing before your Sky Mobile services are suspended or this contract is ended.

- 4.4. Your use of any roaming services (sending or receiving calls or texts or using data outside the UK) must not exceed that reasonably expected of a reasonable person using the **Sky Mobile services** for periodic travel. If you breach this **condition** we may suspend or restrict your ability to use your Sky Mobile services abroad. We will inform you by SMS or email before we suspend or restrict your Sky Mobile services for roaming. We may agree to reinstate your ability to use the Sky Mobile services whilst abroad, subject to you paying a reasonable administration fee. We will tell you at the time what that charge will be.
- 4.5. You must ensure that your **Sky Mobile services** are not used for any unlawful or improper purpose, such as:
- a) the making of hoax calls, sending hoax messages or communicating false information or data or information or data you believe to be false;
  - b) the making of calls or sending of messages, information or data which are defamatory, offensive, abusive, obscene, menacing, threatening or otherwise made for the purpose of causing annoyance, nuisance, inconvenience or anxiety to another (including sending automated unsolicited communications);
  - c) fraudulently or in connection with a criminal offence;
  - d) in a way that harms or could harm our **network**;

- e) for auto delivery, continuing or extensive call forwarding (including enabling the routing of calls from fixed apparatus to your **device** via a mobile to mobile call or data connection), telemarketing, solicitation, polling, fax or voicemail broadcast;
  - f) with any SIM box or gateway device which contains one or more SIMs for another mobile network; or
  - g) otherwise in a manner which is in breach of any applicable legislation or regulations or the rights of any other party (including any proprietary or intellectual property rights, copyright or trademarks. For example by copying, storing, altering, transmitting, distributing, broadcasting or publishing any part of any **content** other than in a way allowed under law).
- 4.6. You must not resell the **Sky Mobile services** or supply them to others without our express consent.
- 4.7. As **content** may not be supplied by Sky, you are responsible for assessing its quality, accuracy, completeness and age-appropriateness and that of any services offered by third parties via the **Sky Mobile services**.
- 4.8. If anyone makes, or threatens to make, any claim or issue legal proceedings against you relating to your use of the **Sky Mobile services**, you must notify us of this immediately and, at our request, immediately stop the act or acts complained of. If we ask you to you agree to provide details of the claim to us.
- 4.9. If your **Sky Mobile services** are subject to a fair use policy we will tell you in advance of you using the services. If there is a fair use policy then your use of the relevant service must not exceed that reasonably expected of a reasonable person using that service. If you breach this **condition** we may suspend, restrict or end your ability to use the relevant Sky Mobile service. We will inform you by SMS or email before we do so. We may agree to reinstate your ability to use the relevant Sky Mobile service, subject to you paying a reasonable administration fee. We will tell you at that time what that charge will be.

## 5. Payments

### Your payments

- 5.1. You agree to pay the price we have told you for the **data plan** you choose from the date your **SIM** is activated and the price we have told you for each **optional extra** you choose to take from the date it is added to your Sky Mobile account and made available for use.
- 5.2. You also agree to pay the price (if any) notified to you in advance for any **Sky Mobile extra services** you choose to use.
- 5.3. If we have agreed a special price with you, for example as part of an offer, you will pay that agreed price and this **contract** will be varied accordingly. If you cease to meet the requirements for a special price (for example, you stop taking a certain **optional extra** or other service from Sky) you will be charged the standard price even if you subsequently meet those requirements again.

- 5.4. Please refer to our **tariff guide** for a complete list of our current standard charges for our **data plans**, **optional extras** and any usage fees applicable from time to time (for example, the cost of chargeable calls, texts and data use), as well as details of how your bill will be calculated.

#### [How your payments for your data plan may increase](#)

- 5.5. We may change the price of your **data plan** at any time for any of the reasons stated in **conditions** 5.1 or 5.2 of the '[General terms and conditions](#)'. Unless condition 5.10 applies or a price increase results from you changing your data plan, we will give you at least 31 days' notice in writing if we increase the price of your data plan under this condition 5.5 and if you don't want to pay the higher price you will be entitled to move to another data plan or end the affected **Sky Mobile services** or your **contract** under condition 8.4 and you will not have to pay any **early termination charges**.

#### [How other charges and payments may increase](#)

- 5.6. We may change the price of our **optional extras** at any time for any of the reasons stated in **conditions** 5.1 or 5.2 of the '[General terms and conditions](#)'. Unless condition 5.10 applies, if we increase the price of a **recurring optional extra** which you are paying for at the time we will give you at least 31 days' notice in writing and if you don't want to pay the higher price you will be entitled to end the affected recurring optional extra or your **contract** under condition 8.4 and you will not have to pay any **early termination charges**. Please see condition 3.5 for more information about removing optional extras from your Sky Mobile account.
- 5.7. We may also change any other price in relation to other **Sky Mobile services** (for example, the price we charge for **Sky Mobile extra services** or our call or text rates) at any time for any of the reasons stated in **conditions** 5.1 or 5.2 of the '[General terms and conditions](#)'. Unless condition 5.10 applies, we will give you at least 31 days' notice in writing if an increase to these prices is likely to materially disadvantage you and if you don't want to pay the higher price you will be entitled to end the affected Sky Mobile services or your **contract** under condition 8.4 and you will not have to pay any **early termination charges**. We expect changes to your Sky Mobile services caused by international or wholesale call rates changing, international numbers being reclassified by their operator or regulator, or a third-party provider of a premium rate service increasing their service charge to happen no more than once a month.
- 5.8. We may change any **Sky Mobile extra service** you receive at no extra charge into a service or feature that you must pay for and we will tell you what charge will apply if you wish to continue to receive it.
- 5.9. We will also notify you about any other price increases we are making (for example, an increase to the price for a **recurring optional extra** which you are not paying for at the time, an **add-on** or an increase to our call or text rates which is not likely to materially disadvantage you).



- 5.10. We may increase the price of your **Sky Mobile services** if required by law or if any regulatory authority requests or requires a change to any aspect of our pricing which affects you directly or our pricing structure generally, including to reflect a change in the rate of VAT or other applicable taxation charge or levy. We will use our reasonable endeavours to notify you before any price increase takes effect under this **condition 5.10**.

#### Your bill

- 5.11. You will usually be billed on a monthly basis for any monthly charges you have agreed to pay (for example, for your **data plan** and any **recurring optional extra**) and for usage of **Sky Mobile services** which carries a charge (for example, calls, texts or data usage outside your plan).
- 5.12. We will bill you in advance for any monthly charges associated with your **Sky Mobile services** and in arrears for any usage or one-off charges you incur since your last **bill period** (for example, any **add-ons** or charges out of plan) and you agree to make your payment on or by the date stated on your bill. Please note that charges from an earlier period may appear on a later bill, particularly if you use your Sky Mobile services abroad.
- 5.13. Where applicable, charges for **Sky Mobile extra services** you choose to use will be added to your next or a later bill unless otherwise agreed.
- 5.14. The first bill you receive for your **Sky Mobile services** (or the first bill after you change your **data plan** or **optional extras**) may include a payment for the service you have received to date (payment in arrears) together with a payment for the next month in advance. Alternatively, your first payment may be taken at the time you order a new Sky Mobile service, change your data plan or add an optional extra.
- 5.15. Unless we agree otherwise, you must have a continuous payment method set up with us at all times (Direct Debit or continuous credit/debit card mandate), which we will use to take your payment on or around the date stated on your bill.
- 5.16. We may alter your Direct Debit or debit/credit card instruction if the price of your **Sky Mobile services** changes for any reason. We may also charge any other payment due under this **contract** under your Direct Debit or debit/credit card instruction together with any other payments which you agree we may charge under that instruction.
- 5.17. Each month we will post your bill electronically to **My Sky**. You are responsible for ensuring you are able to view your bill. Your previous bills will be held online for at least 12 months. If you wish to keep a record of your bill for personal use you can save it to your computer hard drive or print it out via My Sky. If you want us to send you a paper bill to your **address** contact us using the details set out in '[How to get in touch with Sky](#)' at the front of this booklet. Separate terms and conditions, including a charge, apply to this service and these can be found in the section of this booklet titled '[Your contract for paper billing](#)'.
- 5.18. You acknowledge that any payments you make to **Sky** and any credits on your account will be applied to the full set of services you receive from Sky and may be applied against any amounts you owe us, unless you ask us to use the payment against any amount you owe us under your **equipment payment plan**.

### Late payments and other payment charges

- 5.19. If you miss any payments you owe to us including for any Sky service we may charge you a reasonable fee to help pay for the extra costs we incur processing late payments, or interest at the yearly equivalent of 4% over Barclays Bank plc's base rate for the whole period of any late payment, to compensate us for you breaking these **conditions**. Any interest is worked out daily. Details of these fees can be found at [sky.com/latepaymentfee](https://www.sky.com/latepaymentfee). These fees will not be applied to any amount you have not paid because it is the subject of an ongoing dispute between us. You will also be responsible for paying all reasonable debt recovery fees/charges incurred in recovering your debt, including fees charged by any debt collection company we use. We will send you a reminder or call you before applying any late payment fee or instructing a debt collection company.
- 5.20. We may also charge you a reasonable fee that reflects the costs we incur if any payment instruction from you is returned to us because you do not have enough funds in your account, is cancelled or is not cleared by your bank.

### Other payment terms

- 5.21. You must pay in full any upfront payment we agree.
- 5.22. Before we enter into this **contract** we may ask you to use different payment terms than we normally use. For example we may ask you for payment in advance for any **Sky Mobile services** you wish to use if we reasonably believe there may be issues with allowing you to pay in arrears. If you don't agree to these payment terms then we are not required to enter into this contract.
- 5.23. Unless you tell us otherwise, we may charge any one-off charges you owe us directly to any of the credit or debit cards which you have provided details of (for example, when you paid any one-off or upfront charges) and by accepting the terms of this **contract**, you authorise us to do so. We will give you reasonable notice before making the charge.
- 5.24. If we decrease the price you pay for a **Sky Mobile service** or other recurring monthly charge you incur we will notify you.

### Spend limits and caps

- 5.25. To help protect you against fraud and unexpectedly high bills, we may set a **Sky spend limit** and may also allow you to set your own **customer spend cap**. If we choose to set a Sky spend limit we will use reasonable practices to do this.
- 5.26. The **Sky spend limit** will be at least £100 but may vary from time to time and details of this limit are available from Sky on request.
- 5.27. We may set the value of the limits you can choose for the **customer spend cap**, however, the customer spend cap cannot be set at a level which means the total of all customer spend caps on your **SIMs** is higher than the **Sky spend limit** unless we agree otherwise. You can set, amend and remove a customer spend cap at any time via **MySky** or by contacting us.

- 5.28. We will also set limits on the amount of unbilled charges that may be outstanding on your Sky Mobile account at any one time if required by law or a government or regulatory body. For example, we may set a limit on the amount of unbilled data usage charges you can incur whilst you are abroad. For more information about these limits go to [sky.com/roaming](https://sky.com/roaming).
- 5.29. You remain liable for all charges incurred on your Sky Mobile account even if they exceed the **Sky spend limit**, or any other limit we set under **condition 5.28**. You will only be liable for usage charges that exceed any **customer spend cap** if you have agreed to this limit being exceeded. We may also change your payment terms as a result of you exceeding the Sky spend limit, customer spend cap or another limit if we consider it reasonable (for example, by asking you to make an interim or advance payment if we reasonably believe there may be issues allowing you, or to continue to allow you, to pay in advance).

#### Accidental roaming

- 5.30. Please take care when using your **Sky Mobile services** close to national borders as your **device** might pick up a network across the border. If this happens you might be charged for roaming on an international network. You can prevent this from happening by changing the settings on your device so it manually selects 'National roaming only' or the 'Sky' network in the data roaming settings. For more information about using Sky Mobile services abroad go to [sky.com/roaming](https://sky.com/roaming).

## 6. How your Sky Mobile services may change

- 6.1. Unless **condition 8.8, 8.9 or 8.10** applies or we no longer have the authority or ability to provide them, we will not withdraw the **mobile services** during your **minimum term** ("**minimum service protections**").
- 6.2. Subject to **condition 6.1**, we may vary, improve, replace or withdraw:
- a) your **data plan**, and
    - (i) if your data plan no longer exists, we'll move you to the nearest equivalent data plan (offering the same or better features) unless you notify us that you wish to move to another data plan within 31 days of the notification from us. If we move you during your **minimum term** the price you pay will stay the same until the end of your minimum term (except in the case of increases to our standard data plan prices under condition 5.5);
    - (ii) if your data plan no longer exists and there is no nearest equivalent data plan (offering the same or better features) we'll move you to the nearest available data plan. If you don't want to stay on this nearest available data plan you will be entitled to move to another data plan or end the affected **Sky Mobile services** or your **contract** under condition 8.4 and you will not have to pay any **early termination charges**;
  - b) any **optional extras**, but if we withdraw:
    - (i) any **recurring optional extra** which you are paying for at the time we'll move you to the nearest equivalent recurring optional extra (offering the same or better features). If we do this during your **minimum term** the price you pay

for the new recurring optional extra will stay the same until the end of your minimum term. If we reasonably consider there is no nearest equivalent recurring optional extra, you will be entitled to end the affected **Sky Mobile services** or your **contract** under condition 8.4 and you will not have to pay any **early termination charges**;

- (ii) any **add-on** which you are paying for at the time (or you have paid for and is still active on your **SIM**) you'll continue to have access to that optional extra until any allowance under it has been used or the end of your current **bill period** (whichever is sooner) but it will not be available after this; or
- c) any **Sky Mobile extra services**,

each for any of the reasons set out in conditions 5.1 or 5.2 of the '[General terms and conditions](#)'.

- 6.3. We may change your **mobile number** or any other name, code or number associated with your **SIM** or **Sky Mobile services** for any of the reasons set out in **conditions** 5.1 or 5.2 of the '[General terms and conditions](#)'. If we do this, we will give you reasonable notice before the change takes effect.
- 6.4. Where any change we make under **condition** 6.2 results in an increase to the price of your **data plan** or any **recurring optional extra** you are paying for at the time or is likely to materially disadvantage you we will notify you in writing at least 31 days before the change takes effect. If we do this you will be entitled to end your **contract** under condition 8.4 without having to pay any **early termination charges**.
- 6.5. Where we are required to make changes under **condition** 6.2 immediately for valid legal or regulatory reasons we will try to give you as much notice as reasonably possible and you will not be entitled to end your contract. We will also notify you about any other significant changes to your **Sky Mobile services**.
- 6.6. We may upgrade you from the **data plan** you chose to a different data plan for any reason stated in **conditions** 5.1 or 5.2 of the '[General terms and conditions](#)'. If we do this, you will be placed onto the nearest equivalent data plan that we reasonably consider offers better **mobile services** and you will pay the same price as you would have paid for your chosen data plan. That price may increase in accordance with condition 5.5 but, unless otherwise agreed between us, you won't pay more than the standard rate for new customers for the data plan you choose if that data plan remains commercially available and, in any event, during your **minimum term**. We will notify you in advance in writing of the move to a different data plan. If you wish to choose another available data plan or remain on your chosen data plan if commercially available, you can do so by calling us within 31 days of notice from us of the change. If your current data plan is withdrawn, condition 6.2 applies instead.

## 7. [Changing this contract](#)

- 7.1. We may change or add to any of these **conditions** for any of the reasons set out in conditions 5.1 or 5.2 of the '[General terms and conditions](#)'.

- 7.2. If you reasonably consider that you would be materially disadvantaged by a change or addition to these **conditions** you may end this **contract** under condition 8.4, even if you are within your **minimum term** and you will not have to pay any **early termination charges**.
- 7.3. We will notify you in writing at least 31 days before any changes or additions to these **conditions** come into effect unless we are required to make changes or additions immediately for valid legal or regulatory reasons in which case we will give you as much notice as reasonably possible.

## 8. How long your subscriptions last

### Your minimum term

- 8.1. You must subscribe to a **data plan** for at least the **minimum term** unless you are allowed to end the service earlier under **condition 8.4** or 8.5. If you do not do this you will breach these conditions, even if you give notice to switch your **Sky Mobile services** to another provider under any Ofcom regulated switching process.
- 8.2. This contract will continue after your **minimum term** until your **Sky Mobile services** are ended in accordance with this **condition 8**.
- 8.3. If you choose a different **data plan** this will normally affect your **minimum term**. However, we may ask you to agree a new contract with a **new minimum term** for the new data plan which replaces any **minimum term** for your existing data plan (we will tell you at the time if this applies). All terms relating to the minimum term in this contract will apply in the same way to any new minimum term.

### When you can end your contract or Sky Mobile services

- 8.4. You may end this contract or the affected **Sky Mobile services**, including during your **minimum term** (where applicable), immediately by giving us notice within 31 days of us telling you that we are going to:
- a) Increase the price of your **data plan** under **condition 5.5**;
  - b) Increase the price of a **recurring optional extra** which you are paying for at the time;
  - c) Increase the price relating to other Sky Mobile services (not your data plan or a recurring optional extra) and you reasonably consider that you would be materially disadvantaged by this;
  - d) Withdraw your data plan and move you to the nearest available data plan under condition 6.2.a)(ii);
  - e) Withdraw any recurring optional extra which you are paying for at the time without offering a nearest equivalent recurring optional extra;
  - f) Vary your Sky Mobile services (for example, reduce the data allowance included in your data plan) and you reasonably consider that you would be materially disadvantaged by this;
  - g) Change these conditions under condition 7.1 and you reasonably consider that you would be materially disadvantaged by this; or

- h) Change the conditions of ‘[Your contract for equipment](#)’ under condition 6 of that contract and you reasonably consider that you would be materially disadvantaged by this.

You may also end this contract during your minimum term without paying early termination charges if we make a change which is not exclusively to your benefit unless it is purely administrative in nature or directly imposed by law and we have notified you of that right.

If you end this contract or the affected Sky Mobile services due to an increase in the price of your data plan, recurring optional extra or other Sky Mobile services you will not be affected by the changes for the Sky Mobile services you end (and if your latest bill already includes the higher price we have told you about we will refund the difference to you in your next or final bill).

If we don’t tell you about these changes in advance (which would only be the case if we are not required to give notice of the change under another condition) the 31 day period above begins on the start of your next **bill period** following the change. At busy times it may take us up to 48 hours to act on your notice.

- 8.5. You may also end this contract or a **Sky Mobile service** at any time (including during the **minimum term**), by giving us notice if we break any **condition** of this contract.
- 8.6. If technical issues, impaired quality of service or outages on our **network** occur and we are unable to resolve the fault or re-perform any **Sky Mobile services**, or are delayed in doing so, and the fault persists, you may end this **contract** without incurring any **early termination charges** by giving us 31 days’ notice and you may also be entitled to a service credit which you will need to contact Sky to discuss as this will be assessed on a case-by-case basis taking into account your individual circumstance.
- 8.7. In addition to your rights above, you may end this **contract** on or after the end of the **minimum term** by giving us 31 days’ notice unless we agree a shorter notice period or you choose to transfer your **mobile number** to another provider (in which case this contract will end on the date your mobile number is transferred). Please see **condition 1.5** of the ‘[General terms and conditions](#)’ for details about how to give this notice. If you end this contract during your minimum term, other than for one of the reasons in conditions 8.4 or 8.5, you will have to pay any **early termination charges**.

#### [When we can restrict your Sky Mobile services or end your contract](#)

- 8.8. We may take immediate action to restrict or end all or part of your **Sky Mobile services** or end this **contract** without notice if:
  - a) We reasonably believe that your Sky Mobile services have been used in a way which is not allowed under this contract (although for minor breaches we will first give you an opportunity to put things right which you will need to do within 7 days);
  - b) You do anything (or allow anything to be done) which we reasonably believe may damage the operation or jeopardise the security of our **network** or infrastructure or the infrastructure of anyone we use to supply Sky Mobile services;
  - c) You have provided unauthorised payment or other details or we have reasonable grounds to suspect fraud, attempted fraud or any other unauthorised activity;

- d) You or anyone you authorise to deal with your Sky Mobile account acts in a way towards our staff or agents which we reasonably consider to be inappropriate and sufficiently serious to justify restricting or ending your Sky Mobile services and this contract;
- e) You have missed any payments that you owe to us for your Sky Mobile services or any other service you receive from Sky (other than under an **equipment payment plan**), normally by at least 7 days; or
- f) You break any of the **conditions** of this contract, although for non-serious breaches we will first give you an opportunity to put things right which you will need to do within 7 days. For serious breaches (for example if you break conditions 2.4, 4.1, 4.5 or 4.6 of this contract) we will normally exercise this right immediately.

8.9. We may also suspend, restrict or end the provision of any of your **Sky Mobile services** or end this **contract** if:

- a) we are required to do this to comply with the reasonable instructions of a telecommunications carrier or supplier for reasons of health, safety or quality of the Sky Mobile services;
- b) our ability to continue to provide Sky Mobile services to you is materially and adversely affected because:
  - (i) any of our telecommunications carriers or suppliers suspends or ceases to provide services to us; or
  - (ii) any authorisation required by us expires or is revoked or modified.; or
- c) we are required to by law or to comply with an order, instruction or request of any government body, emergency service organisation or other competent authority.

If we do this, we will give you a pro-rata refund for any payments you have made in advance for Sky Mobile services that you will not be able to receive. We will try to give you as much notice as we reasonably can in these circumstances.

8.10. We may also suspend, restrict or end your **Sky Mobile services** and/or this **contract** without notice if you move your registered address outside the UK.

8.11. We may also suspend or restrict your **Sky Mobile services** without notice if the **Sky spend limit, customer spend cap** or any other limit or inclusive 'allowance' on your Sky Mobile account or relevant **SIM** is reached or if your **SIM** or **equipment** is lost or stolen.

8.12. We will try to notify you in writing if your **Sky Mobile services** or this **contract** will end or be restricted, or have ended or been restricted, under any of **conditions** 8.8. to 8.11, although this may be after they have ended or been restricted. If we restrict your Sky Mobile services we will tell you what needs to be done before we can remove the restriction, which may include paying a reconnection charge or making a partial or interim payment for the charges you owe us.

8.13. Except where any of **conditions** 8.8. to 8.10 apply, we will not end any of your **Sky Mobile services** during the **minimum term** if we continue to generally make the relevant services available. We may end this **contract** and/or any of your Sky Mobile services at any other time by giving you 31 days' notice in writing.

- 8.14. Occasionally we may have to restrict and/or modify your **Sky Mobile services** for short periods of time, or end your Sky Mobile services to carry out maintenance, technical repair, enhancement or emergency work (for example, if there are security or integrity incidents, threats or vulnerabilities). If we do so, we will try to minimise the impact of this on you and will restore your Sky Mobile services as quickly as we can. We will use our reasonable endeavours to notify you before this happens but sometimes this will not be possible.

#### Consequences of Sky Mobile services ending

- 8.15. If your **data plan** ends your **optional extras** and other **Sky Mobile extra services** provided to the associated **SIM** will automatically end.
- 8.16. Other than as expressly set out in this **contract**, we will not refund any payments made under this contract if we end this contract under **conditions** 8.8. or 8.10.
- 8.17. **Condition 2** will continue to apply until we deactivate your **SIM** or you return or securely dispose of all SIMs you have been given under this **contract**.

#### Early termination charges

- 8.18. If we end all or part of your **Sky Mobile services** or this **contract** under **conditions** 8.8. or 8.10, or you end your Sky Mobile services or this contract for reasons other than one of those listed in conditions 8.4 to 8.6, during the **minimum term** you may have to pay us **early termination charges** for the Sky Mobile services that end (including any that end automatically during the minimum term as a result). The early termination charges will be calculated based on the revenue we legitimately and reasonably expected to receive as a result of you remaining a Sky Mobile customer for the remainder of your minimum term (assuming, where relevant and permitted, you would have continued to subscribe to the same Sky Mobile services other than any **optional extra**) less any costs we save, including the cost of no longer providing you with the service and less the benefit to us in receiving payment early. You may be able to reduce the amount of these early termination charges by changing your data plan in accordance with this contract before you end this contract. If you have a credit on your Sky Mobile account we will apply that against any early termination charges you owe us. Unless you tell us otherwise, we may charge your early termination charges directly to any of the credit or debit cards you have provided details of (for example, when you paid any one-off or upfront charges) and by accepting the terms of this contract you authorise us to do so. We will give you reasonable notice before making the charge. For information about these charges go to [www.sky.com/earlytermination](http://www.sky.com/earlytermination).

## 9. Moving Home

- 9.1. This **contract** will continue if you move home to another address in the **UK**. But if you move your registered address outside the UK we may end this contract and your **Sky Mobile services** under condition 8.10.



# Your contract for equipment

If you purchase equipment from us your contract is made up of the following conditions, and the ['General terms and conditions'](#):

## 1. Supply of equipment

- 1.1. Once we accept your order, we will supply the **equipment** to you under this **contract**.
- 1.2. You are responsible for ensuring that any **device** (other than **equipment**) is compatible with the **Sky Mobile services** you receive from us, and that your device (including equipment) receives all the software updates and installations required for accessing mobile services. You are responsible for backing up your data and other software before transferring it or reinstalling it on any new equipment.
- 1.3. You must follow any reasonable instructions we give you about using any mobile services via your **equipment**.
- 1.4. We may lock your **equipment** where we receive your instructions to do so or we reasonably suspect fraud.
- 1.5. You must tell us immediately if the equipment is lost, stolen or likely to be used in an unauthorised manner, and as soon as reasonably possible if it is damaged or faulty when we supply it to you, using the contact details set out in ['How to get in touch with Sky'](#) at the front of this booklet.

## 2. Paying for your equipment

- 2.1. Unless you have an **equipment payment plan** or we agree to add the charge to your next bill, you must pay for your **equipment** in full when you place your order. The price will be agreed with you at the time and confirmed afterwards in writing, but our standard prices will be set out on sky.com.
- 2.2. If you agreed to pay for your **equipment** using an **equipment payment plan**, you may have to pay an upfront payment and the terms for repayment of your loan will be set out in that equipment payment plan. If there is any conflict between the terms of the equipment payment plan and this **contract** the terms of the equipment payment plan will take precedence.

## 3. Ownership and delivery

- 3.1. Unless we agree otherwise, we will send your **equipment** to you using a 'signed for' delivery method. We will tell you about any charges for delivery when you order your equipment and will confirm the day it will be delivered so that you can make sure someone is in to sign for it.
- 3.2. If no one is available at your **address**, or any other address you have specified, to take delivery we will attempt redelivery or let you know how to collect the **equipment** from a local depot. If you do not collect the equipment from a delivery depot we will contact you for further instructions and may charge you for our reasonable storage costs and any further delivery costs.

- 3.3. You own the **equipment** once you have paid for it and it is delivered to you. If you have an **equipment payment plan**, you pay for the equipment in full with the money borrowed under the equipment payment plan and then repay this over an agreed period of time.
- 3.4. Once the **equipment** is delivered to you it becomes your responsibility.

#### 4. Repairs and returns

- 4.1. If your **equipment** is faulty or defective, not in accordance with any description we have given to you or not fit for purpose, you can return it to us for repair and, if appropriate, replacement or refund in accordance with your legal rights. We will tell you how to return your equipment and will bear the reasonable costs incurred by you in returning it.
- 4.2. If you do not return to us any **equipment** you claim is defective so that we can check it and take the necessary action we will not be able repair or replace it or give you a refund.
- 4.3. Digital content (for example, apps or software) preloaded on your **equipment** may contain minor defects and should be judged against quality standards proportionate to the value of that digital content.
- 4.4. Nothing in **conditions** 4.1 to 4.3 of this contract affects your legal rights. If you need any advice on your legal rights you can refer to [www.adviceguide.org.uk](http://www.adviceguide.org.uk).

#### 5. Swap terms

- 5.1. When you purchase **equipment** from us, you will be enrolled in either our 'Swap12', 'Swap24' or 'Swap36' equipment upgrade programme with a **swap option**. We will tell you which programme you are enrolled in when you place your order.
- 5.2. Subject to **condition** 5.7 below, if you choose to exercise your **swap option**, we will purchase your **equipment** from you at any time during the **swap window**. We will not charge you any fees for exercising the swap option (for example, administration or early upgrade fees). We may also purchase your equipment from you at other times and will agree the details of this sale from you to us at the time (more information about our buy-back or trade-in schemes will be published on [sky.com](http://sky.com)).
- 5.3. When you purchase your **equipment**, we will set the **swap option price**.
- 5.4. We will confirm the **swap price** when you tell us you would like to exercise your **swap option**, as well as any impact exercising the swap option will have on your **equipment payment plan** (if you have one).
- 5.5. When you tell us you would like to exercise your **swap option** the **swap option price** may be adjusted to establish the **swap price** in accordance with the following **conditions** a) to c):
  - a) Timing of the swap - If you exercise the swap option at any time after the first **bill period** during your **swap window**, the swap price will be calculated as follows:
    - (i) Swap12, Swap24 (with equipment payment plan) and Swap 36 (with equipment payment plan): the amount of each monthly repayment under your **equipment payment plan** during the swap window multiplied by the number of whole months of your swap window remaining; and

- (ii) Swap24 (without equipment payment plan) and Swap36 (without equipment payment plan): the swap option price reduced on a monthly pro-rata basis over the swap window.

For more information about how this will be calculated go to [www.sky.com/mobilehelp](http://www.sky.com/mobilehelp)

- b) **Damage and faults** - When you tell us you would like to exercise your swap option you'll need to give us some information about the condition of your equipment (this may involve running an online diagnostic test and/or answering some questions). If this identifies that your equipment is damaged or faulty, we will reduce the swap option price in accordance with the percentages set out at [www.sky.com/mobilehelp](http://www.sky.com/mobilehelp). This adjustment will apply until the swap price is reduced to zero (it cannot result in you having to pay Sky to exercise the swap option). If your equipment is damaged or faulty when it is received by us but this was not disclosed by the online diagnostics or the information you provided, we will also reduce the swap price in accordance with these percentages. If this happens we will tell you what the revised swap price is and ask how you would like to proceed.
- c) **Market value adjustment** -
  - (i) We will use reasonable practices to establish the **market value**;
  - (ii) If the market value is 25% or more below the swap option price and you exercise the swap option and return the equipment to us in the first bill period during your swap window, the swap price will be the same as the market value (subject to any adjustment under condition 5.5(b) above); and
  - (iii) If the market value is 25% or more below the swap option price and you exercise the swap option and return the equipment to us any time after the first bill period during your swap window, the swap price calculated under condition 5.5(a) above will be reduced by the difference between the swap option price and the market value. This adjustment will apply until the swap price is reduced to zero (it cannot result in you having to pay Sky to exercise the swap option). We will let you know if this market value adjustment applies.

If your equipment is in full working order (with no damage), the market value adjustment above does not apply and you exercise the swap option during the first bill period of your swap window, the swap price will be the same as the swap option price.

- 5.6. The **swap price** we confirm when you choose to exercise your **swap option** is offered on the basis that the **equipment** is returned to us, or any third party we tell you about within 14 days of delivery of your new equipment. We will provide you with instructions on how to return your equipment when you exercise the swap option. If we receive the equipment after this, we will return it to you and ask you to exercise your swap option again (if you exercise your swap option in a different bill period, you will be given a new swap price, calculated based on the adjustment in condition 5.5.a) above).
- 5.7. We will not purchase your **equipment** from you under your **swap option** if:
  - a) You do not complete the online diagnostic tests or answer our questions about the condition of your equipment;

- b) You have missed any repayments under your **equipment payment plan** and that repayment remains outstanding;
- c) You do not purchase new equipment from us at the same time as exercising your swap option;
- d) We, or any third party we tell you about, do not receive the equipment during your **swap window**;
- e) You do not live in the **UK** when you try to exercise your swap option;
- f) Other than where it has run out of power, your equipment does not switch on when we receive it (in this case, we will automatically return the equipment to you);
- g) Your equipment is 'blacklisted' due to having previously been reported lost or stolen;
- h) Your equipment has been repaired by anyone other than an installer or repairer who is approved by the manufacturer (a list of approved installers/repairers can be found on the manufacturer's website); or
- i) You exercise your right to cancel during your cooling-off period in respect of the new equipment you purchased at the same time as exercising your swap option.

If any of the above apply, we will not apply any credits against your next purchase of equipment or your equipment payment plan and you remain liable to repay any money borrowed under the terms of that agreement. If we have already applied a credit (for example, condition 5.7(i) applies) you will be required to repay the amount of the credit to us.

- 5.8. Title and ownership of your **equipment** will transfer to us when your equipment is delivered to us or any third party we tell you about.
- 5.9. If you have an **equipment payment plan**, the proceeds of your sale of the **equipment** to us under your **swap option** will be applied towards repaying the balance of your equipment payment plan early (which should be the same as the **swap price**, so you will have repaid in full the amount you owe under the equipment payment plan and the equipment payment plan ends). If there is a surplus remaining after this, or if you do not have an equipment payment plan, the proceeds of your sale to us will be applied as a general credit on your Sky account. If the proceeds of sale are not sufficient to repay the balance of your equipment payment plan you must make up the shortfall via a one-off payment on your next bill after you exercise the swap option.
- 5.10. You are responsible for removing all data, including confidential and personal data, from the **equipment** prior to sending it back to us. It is your responsibility to back-up any files or data from your equipment that you want to keep before sending it to us. Data recovery is not provided by us and we will not be liable for any lost files or data as a result of you not removing or backing up before selling your equipment to us.
- 5.11. If you are swapping to a new **device** that's compatible with **eSIM** you will need to order a replacement SIM on your **My Sky** account. This will need to be activated and installed on your new device.

## 6. Changing this contract

- 6.1. We may change or add to any of these **conditions** for any of the reasons set out in conditions 5.1 or 5.2 of the 'General terms and conditions'.
- 6.2. If you reasonably consider that you would be materially disadvantaged by a change or addition to these **conditions** you may end 'Your contract for Sky Mobile services' under condition 8.4 of that contract, even if you are within your **minimum term** and you will not have to pay any **early termination charges**.
- 6.3. We will notify you in writing at least 31 days before any changes or additions to these **conditions** come into effect unless we are required to make changes or additions immediately or valid legal or regulatory reasons in which case we will give you as much notice as reasonably possible.
- 6.4. You may also end 'Your contract for Sky Mobile services' during your minimum term without paying early termination charges if we make a change which is not exclusively to your benefit unless it is purely administrative in nature or directly imposed by law and we have notified you of that right.

## General terms and conditions

These general terms and conditions form part of 'Your contract for Sky Mobile services' and/or 'Your contract for equipment' (as applicable).

### 1. Notices and keeping you updated

- 1.1. Unless otherwise agreed, you must provide us with an email address which we will use to keep you updated about your **Sky Mobile services**. You should check your email account regularly. We will treat notices sent to your email address as effective even if you don't access your email account or you become disconnected from it.
- 1.2. All contact and account details you provide us must be accurate and kept up to date.
- 1.3. Where we are required under this contract to give you notice in writing, we will give you this notice by:
  - a) Letter, email or SMS; or
  - b) Where appropriate, via a message in the **message centre** (we'll alert you by email or SMS if a notice has been added) or elsewhere in the area within our online customer account on sky.com. such as **My Sky** or on your monthly bill. If you are a Sky TV customer, the message centre may also be available via a **Sky TV box** (Sky Q box only, when connected to broadband).

A written notice may refer you to other widely available (written or non-written) means for specific details or further information (for example, a free phone number). In all other cases where we are required to give you notice, we may give you notice in writing or we'll notify you using another appropriate method including during a phone call, on sky.com or, if you are also a Sky TV customer, on the Sky information channel the **Sky TV box** tunes to when it is turned on.

- 1.4. If a notice given in writing is sent with any other document the notice will be clearly marked and, if sent by post, on a separate sheet of paper.
- 1.5. Any notice you give us to end this **contract** where you have a right to do so (other than where you are exercising your right to cancel during your cooling-off period for which see 'Your Rights to Cancel Your Order' below) must be given by phone (**03442 41 44 14**) or by using one of our online messaging options on sky.com. Notice given by these means will be processed immediately. You can also write to us (**Sky Subscribers Services Limited, PO Box 43, Livingston, West Lothian, EH54 7DD**) or e-mail us via **mysky@sky.uk**. If notice is given by these means we may need to verify account information before the notice is effective (and once verified the notice will be effective from the date of the original notice). We will acknowledge written notices by return letter or email and will contact you separately if we need to verify any account information. More information on how to cancel can be found by searching 'How to cancel' in the Help section on sky.com.
- 1.6. Where you are required to give us a specific period of notice we may agree to a longer period of notice from you but we can refuse this where reasonable to do so (for example where a longer period would be complicated to administer).
- 1.7. Any notice we give you under **conditions** 5.5, 5.6 or 5.7 of 'Your contract for Sky Mobile services' (increases to the price of your **data plan, optional extras** or other **Sky Mobile services**), under condition 6.4 of 'Your contract for Sky Mobile services' (changes to your Sky Mobile services) or under condition 7.3 of 'Your contract for Sky Mobile services' (changes to this **contract**) which sets out changes that we consider are likely to materially disadvantage you will refer to your right to change or end your Sky Mobile services or end this contract without paying **early termination charges**.

## 2. Liability

- 2.1. **Sky, SSSL** and **SRS** will not be liable under this **contract** to you, or to any other person you allow to use **Sky Mobile services** and/or your **equipment** (as applicable), for:
  - a) any fault in your **SIM** or **equipment** caused by tampering or negligence (unless caused by us) or by the failure to follow our reasonable instructions or these **conditions**;
  - b) any use made of Sky Mobile services, nor for any **content** which is accessed, sent or received using the service, nor for any charges incurred with any third party or for any transactions entered into through Sky Mobile, unless caused by us;
  - c) the act of suspending Sky Mobile services or ending this contract in accordance with conditions 8.8. to 8.11 of 'Your contract for Sky Mobile services';
  - d) any delay or failure by us to provide the Sky Mobile services (or any part of them) or deliver equipment caused by events outside Sky's, SSSL's or SRS's reasonable control. Matters outside our reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war and government action;
  - e) any delay or failure by us to provide Sky Mobile services caused by a change made by a **device** manufacturer or provider of an operating system used on a device that is outside Sky's, SSSL's or SRS's reasonable control;

- f) any damage to separate devices or content that belong to you caused by digital content we have supplied where such damage would not have been caused if you had followed our reasonable instructions;
  - g) any loss or damage caused by your use of Sky Mobile services or your equipment or caused by Sky, SSSL or SRS or any of their respective officers, employees, sub-contractors or agents in circumstances where:
    - (i) there is no breach of a contractual obligation or legal duty of care by them or any of their officers, employees, sub-contractors or agents; or
    - (ii) such loss or damage was not contemplated by both you and us at the time we entered into this contract;
  - h) any loss or damage caused by us, SSSL or SRS, or any of our, SSSL's or SRS's respective officers, employees, sub-contractors or agents to the extent that such loss or damage results from any breach by you of these conditions, unless our or their officers, employees, sub-contractors or agents were also in breach of a legal obligation or duty of care owed by them and that breach was the most significant cause of the loss or damage;
  - i) any loss or damage caused by viruses or unauthorised use of Sky Mobile services that are not directly caused by or attributable to us or the Sky Mobile services;
  - j) any loss of or damage to any content transmitted or accessed via the Sky Mobile services; and
  - k) any loss of business, contracts, profits, anticipated savings, reputation, or revenue.
- 2.2. **Sky, SSSL and SRS** will not be liable under this **contract** to you, or to any other person you allow to use **Sky Mobile services** and/or **equipment** (as applicable), for:
- a) any loss or corruption of data; and
  - b) any special, consequential or indirect losses (losses that would not normally result from the thing that went wrong).
- 2.3. We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of any misuse of any **SIM**, the **equipment** or the **Sky Mobile services** by you or anyone you have allowed to use them in breach of these **conditions** or any other agreement between you and us relating to such services.
- 2.4. This **condition 2** shall not affect any liability we may have to you for death or personal injury as a result of **Sky's, SSSL's or SRS's** negligence or that of our (or their) agents, employees or sub-contractors, or for our or their fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.
- 2.5. We are not permitted to exclude our liability for certain matters, for example we cannot exclude our liability to you for supplying goods (such as **equipment**) or digital content (such as software) that are not of satisfactory quality, fit for purpose or do not match their

description, or performing any service (such as the **Sky Mobile services**) without reasonable care and skill. This **condition 2** shall not affect any such liability that we have to you.

- 2.6. If you have experienced a problem with the **Sky Mobile services** caused by Sky's failure to exercise reasonable care and skill in providing the Sky Mobile services or your **equipment** is supplied to you damaged or faulty then legal remedies are available, including the right to a price reduction by an appropriate amount (up to the full amount paid).

If the equipment is not of satisfactory quality or fit for purpose or does not match the description then legal remedies may be available to you including a 30-day short-term right to reject and the right to require a repair or replacement in the first instance. If this does not resolve the issue within a reasonable time and without significant inconvenience to you then you may have a further right to price reduction or a final right to reject the equipment.

You also have legal remedies (such as the right to unwind this **contract** and receive a full or partial refund in the first 90 days or to a discount, plus a right to damages) if, when you ordered Sky Mobile services and/or purchased any equipment, you were given misleading information about it and this information was a significant factor in your decision to enter into this contract and an average consumer would have relied on that information as well.

If you want to exercise a legal remedy you may need to provide information to prove your claim, so please get in touch with us in the first instance so we can discuss it with you.

The legal remedies referred to in this **condition** are the main legal rights we think you need to know about when you order Sky Mobile services and/or purchase any equipment, but other legal remedies may also be available. For more information about when legal remedies are available to you visit [www.adviceguide.org.uk](http://www.adviceguide.org.uk).

### 3. Law and geographical limits

- 3.1. This **contract** is governed by English Law unless you live in Scotland or Northern Ireland, in which case it will be governed by Scots Law or Northern Ireland law (as applicable). Any disputes under this contract shall be dealt with by the courts of the country whose law governs your contract, unless you live in Northern Ireland or Scotland in which case you can choose to bring a dispute before the courts in your country or the English courts instead.

### 4. General

- 4.1. If we don't exercise a right we have under this **contract**, it does not mean that we have waived this right.
- 4.2. If any provision of this **contract** is found to be invalid or unenforceable, the remaining **conditions** will continue to apply.
- 4.3. **Sky**, **SSSL** and **SRS** can transfer their rights under this **contract** (either individually or together) to a third party either as a variation to this contract or as a new contract provided in either case that we give you advance notice of this. If you reasonably believe you may be adversely affected by this in a material way you should contact us using the details set out in '[How to get in touch with Sky](#)' at the front of this booklet.



4.4. **Sky, SSSL and SRS** can also transfer their obligations under this **contract** (either individually or together) to any member of the Sky group of companies or any other company, firm or person either as a variation to this contract or as a new contract provided in either case this does not affect your rights under this contract in a negative way. Where a new contract will be entered into this will become effective 31 days after we notify you in writing of the transfer.

4.5. This **contract** is personal to you. You may not transfer your rights or obligations under this contract to anyone else unless we agree otherwise, and no third party is entitled to benefit under this contract except pursuant to condition 4.3 of these '[General terms and conditions](#)'.

## 5. [Reasons for changes](#)

5.1. We may make changes in accordance with the other conditions of this contract for any of the following reasons:

- a) **Sky Mobile services** are sold as variable services with variable prices (this means our **data plans** or other Sky Mobile services may be changed, altered, improved or added to Sky's discretion). For example, we can vary the data allowance of your chosen data plan. This ensures that we respond to customer needs and remain competitive;
- b) we intend to change the way we structure our products and services;
- c) we are introducing new products, services or features;
- d) the cost to Sky of providing the Sky Mobile services or your **swap option** increases (for example:
  - (i) we have to pay third parties more for use of their infrastructure;
  - (ii) we launch other new and improved customer products and services;
  - (iii) because international or wholesale call rates change, international numbers are reclassified by their operator or regulator, or the third- party provider of a premium rate service increases their service charge; or
  - (iv) the amount we receive from any third party we sell **equipment** purchased from you under your swap option to decreases);
- e) other costs associated with running Sky's business increase (for example, we invest in improving customer support);
- f) to introduce new charges where the cost of running our business increases;
- g) we change the way we provide products and services to you (for example, we develop new infrastructure or technology or we invest in the **network** to provide you with a better mobile data, calls and/or texts experience);
- h) we change any of our telecommunications carriers or suppliers or they change their services or infrastructure or cease to provide services to us;
- i) to help improve the security and operation of the technical infrastructure we use (for example, to prevent misuse of the network infrastructure);
- j) to comply with the reasonable instructions of a telecommunications carrier or supplier for reasons of health, safety or quality of the Sky Mobile services;
- k) we reorganise the way we structure or run our business;

- l) valid legal or regulatory reasons; or
  - m) we change the conditions to make them clearer or easier to understand, to reflect changes in law or to update our contracts from time to time so all our customers are on the same conditions.
- 5.2. We provide **Sky Mobile services** and the **swap option** on an ongoing basis and we cannot foresee what may change in the future. This means that we may need to make changes in accordance with the other **conditions** of this **contract** for reasons other than those set out in condition 5.1 above.

## Your contract for paper billing

These are the terms and conditions that you must keep to if you want to receive paper bills from Sky. This contract is with Sky UK Limited (**Sky**).

1. If you want us to send you a paper bill to your **address** or an alternative address agreed between us you must request this from us and a **paper bill charge** applies which we will tell you about in advance and will be added to each bill.
2. A **paper bill charge** will not be added to interim bills or bill reminder notices or if we have agreed to send you a bill in an alternative format for accessibility reasons (for example, braille or large print bills).
3. You can stop receiving paper bills by contacting us using the details set out in '[How to get in touch with Sky](#)' at the front of this booklet or via **My Sky**. Your next bill will include the **paper bill charge** unless you tell us you want to stop receiving paper bills no later than the day before the day your bill is produced (the day this happens each month is stated on your bill and is normally 3 days before payment is due).
4. We may end this contract at any time by giving you 31 days' notice in writing.
5. We may:
  - a) increase the **paper bill charge** at any time by giving you notice in writing at least 31 days before the first bill listing the increased charge is produced;
  - b) change or add to these **conditions** at any time and we will notify you in writing at least 31 days before the changes come into effect unless we need to make changes immediately for valid legal or regulatory reasons in which case we will try to give you as much notice as reasonably possible.

The reasons why we may need to do this are the same as those listed in condition 5 of the '[General terms and conditions](#)'.

6. Where we are required to notify you under these **conditions** we can do so using any of the methods permitted under any other contract you have with **Sky** under which payments are added to the bill containing charges for any **Sky Mobile services**.
7. Conditions 3 (Law and geographical limits) and 4 (General) of the [General terms and conditions](#)' shall apply to this contract to the extent that it is not inconsistent with these conditions.

# Terms with a special meaning in this booklet

<b>Address</b>	The residential property where you live in the UK
<b>Add-on</b>	An <b>optional extra</b> which you can buy for access to, or reduced charges for, certain calls, texts or data services during any single month (add-ons will have a time or volume limit, which we will tell you about). For example, the 1GB add-on
<b>Bill period</b>	The monthly period to which each bill relates, starting on the date your monthly bill is prepared and available to view in <b>My Sky</b>
<b>Condition(s)</b>	The terms and conditions set out in the relevant contract or agreement
<b>Content</b>	Any information (whether textual or visual), software, photos, video, graphics, audio and other material appearing on or available through the <b>Sky Mobile services</b> , including all information supplied by third parties
<b>Contract(s)</b>	Your contract for <b>Sky Mobile services</b> (made up of 'Your contract for Sky Mobile services' and the 'General terms and conditions') and/or your contract for purchasing equipment (made up of 'Your contract for equipment' and the 'General terms and conditions') (as applicable) and/or paper billing (made up of 'Your contract for paper billing' and Conditions 3 (Law and geographical limits) and 4 (General) of the 'General terms and conditions')
<b>Customer spend cap</b>	A limit set by you on the amount of unbilled charges for <b>Sky Mobile services</b> that may be outstanding for each <b>SIM</b> on your Sky Mobile account at any one time (for example, unbilled calls, text or data usage which are not included in your data plan), other than charges for your <b>data plan</b> and any <b>optional extras</b>
<b>Data plan</b>	Any package of data services we offer, but not including any <b>optional extras</b> or <b>Sky Mobile extra services</b>
<b>Device</b>	Any <b>equipment</b> , device or other mobile phone used by you to receive the <b>Sky Mobile services</b>

<b>Early termination charge</b>	A charge you may have to pay if we or you end all or part of your <b>Sky Mobile services</b> during the <b>minimum term</b> or <b>new minimum term</b> in accordance with these <b>conditions</b> . Refer to condition 8.18 of ' <a href="#">Your contract for Sky Mobile services</a> ' for details of this charge
<b>Equipment</b>	The mobile phone, device or accessory (if not provided as part of the mobile phone or device) supplied to you by Sky except that when used in relation to Swap the term equipment shall not include any such accessory.
<b>Equipment payment plan</b>	A fixed sum loan agreement between you, Sky and SSSL to fund the purchase of <b>equipment</b> from us
<b>Market value</b>	The approximate market value of your <b>equipment</b> on the first day of your <b>swap window</b> (to be set by us using reasonable commercial practices and with reference to at least one independent third party)
<b>Message centre</b>	The area within our online customer account on sky.com, such as <b>My Sky</b> , where we will post account information. If you are a Sky TV customer, the message centre may also be available on the <b>Sky TV box</b> (Sky Q box only, when connected to broadband). It may also be available on a compatible <b>device</b> if you have installed the relevant Sky software application
<b>Minimum service protections</b>	The protections explained in condition 6.1 of ' <a href="#">Your contract for Sky Mobile services</a> '
<b>Minimum term</b>	The period agreed between us (usually 12 months) starting on the date we enable the <b>SIM</b> to receive your relevant <b>Sky Mobile services</b> or any other date agreed between us
<b>Mobile number</b>	The phone number used by you in connection with the <b>Sky Mobile services</b> . This will either be the default phone number assigned to your <b>SIM</b> on activation or a phone number you have transferred from another provider
<b>Mobile services</b>	The ability to make and receive calls, send and receive text messages or MMS messages and access data services supplied by Sky

<b>My Sky</b>	The customer account area of sky.com or such other website we notify to you (sign-in required to access)
<b>Network</b>	The mobile telecommunication system and Wi-Fi network operated by Sky or in association with a partner on our behalf
<b>New minimum term</b>	The additional period agreed between us starting on the date we enable the <b>SIM</b> to receive any new <b>Sky Mobile services</b> you have asked for (for example, a different <b>data plan</b> where a new minimum term is required). This replaces any <b>minimum term</b> for your existing data plan
<b>Optional extra</b>	A <b>recurring optional extra</b> and/or <b>add-on</b> which you may choose to include in your <b>Sky Mobile services</b> for an additional charge
<b>Paper bill charge</b>	The charge that applies if you choose to receive paper bills
<b>Recurring optional extra</b>	An optional extra which you can buy for access to, or reduced charges for, certain calls, texts or data services and, when purchased, remains part of your <b>Sky Mobile services</b> unless you cancel it in accordance with condition 3.5 of ' <a href="#">Your contract for Sky Mobile services</a> '. For example, the Unlimited Calls & Texts and the International Saver
<b>SIM</b>	The Subscriber Identity Module card or digital subscriber profile (eSIM) which allows you to receive and use the <b>Sky Mobile services</b>
<b>Sky Mobile extra services</b>	Any additional calls, text or data service, application, feature or other service which we may choose to supply as part of your <b>Sky Mobile services</b> , subject to your eligibility and you having the required equipment and (if applicable) software. This includes (as examples) the Roll feature
<b>Sky Mobile services</b>	The mobile data, calls and/or text services you choose to receive from Sky or use from time to time, including your <b>data plan</b> , any <b>optional extras</b> and any <b>Sky Mobile extra services</b>
<b>Sky spend limit</b>	A limit set by Sky on the amount of unbilled charges for <b>Sky Mobile services</b> that may be outstanding on your Sky Mobile account in relation to all your <b>SIMs</b> at any one time (for example, unbilled calls, text or data usage which are not included in your plan), other than charges for your <b>data plan(s)</b> and any <b>optional extras</b>

<b>Sky TV box</b>	An authorised Sky branded digital satellite receiver. This includes all specifications of Sky digital satellite receivers, including the Sky+ HD box and Sky Q box
<b>Sky, we or us</b>	Sky UK Limited, company number 02906991, whose registered office is at Grant Way, Isleworth, Middlesex, TW7 5QD
<b>SRS</b>	Sky Retail Stores Limited, company number 03990450, whose registered office is at Grant Way, Isleworth, Middlesex, TW7 5QD
<b>SSSL</b>	Sky Subscribers Services Limited, company number 02340150, whose registered office is at Grant Way, Isleworth, Middlesex, TW7 5QD
<b>Swap option</b>	The option to sell your <b>equipment</b> back to us
<b>Swap option price</b>	The price we agree to buy back your <b>equipment</b> if you exercise the <b>swap option</b> and return the equipment to us at the earliest date you are permitted to during your <b>swap window</b> , provided the equipment is in full working order, with no damage or defects, and provided that condition 5.5.c) of 'Your contract for equipment' does not apply
<b>Swap price</b>	The price we will buy back your <b>equipment</b> for
<b>Swap window</b>	<p>Under Swap12, the period between the 12th and 24th payment under the original terms of your <b>equipment payment plan</b>;</p> <p>Under Swap24, the period between the 24th and 36th payment under the original terms of your equipment payment plan or, if you do not have one, the period between the 24th and 36th payment for <b>Sky Mobile services</b> after you purchased the <b>equipment</b>; or</p> <p>Under Swap36, the period between the 36th and 48th payment under the original terms of your equipment payment plan or, if you do not have an equipment payment plan, the period between the 36th and 48th payment for Sky Mobile services after you purchased the equipment</p>
<b>Tariff Guide</b>	The guide setting out our current charges for certain <b>Sky Mobile services</b> (for example the cost of calling certain numbers or destinations) available at <a href="http://sky.com/mobiletariffguide">sky.com/mobiletariffguide</a>
<b>UK</b>	The United Kingdom of Great Britain and Northern Ireland

# Your rights to cancel your order

## Notice of your statutory right to cancel in your cooling off period

**Please note:** Please refer to your 'Your contract for Sky Mobile services' for information about when and how you can end your **Sky Mobile services** once your cooling off period has ended.

### Cancellation period:

**Sky Mobile services** - You have the right to cancel your order for **Sky Mobile services** without giving any reason any time up to 14 days ("cooling off period") from the later of: (i) the date of entering into 'Your contract for Sky Mobile services'; or (ii) confirmation in writing of your terms and conditions (which includes making the terms and conditions available to you in **My Sky**).

**Equipment** - You have the right to cancel your order for equipment without giving any reason any time up to 14 days ("cooling off period") from the later of: (i) the date your equipment is delivered to you; or (ii) confirmation in writing of your terms and conditions (which includes making the terms and conditions available to you in **My Sky**).

**Please note:** You can cancel an order for **Sky Mobile services** at any time before the **SIM** is activated to receive the relevant Sky Mobile service.

### How to cancel:

Any cancellation within this timeframe must be in accordance with this notice. You can cancel your Sky order by:

- Calling 03300 41 25 24;
- Writing to Sky Subscribers Services Limited, PO Box 43, Livingston, West Lothian EH54 7DD; or
- Visiting the "Contact Us" section at sky.com and completing the online cancellation form or using Live Chat.

You must give your name, customer account number, address, post code, telephone number and e-mail address to cancel your order. If you cancel in writing we will send you an acknowledgement of receipt by e-mail.

### Effects of cancellation:

- If you cancel an order during your **cooling off period** we will refund to you all payments received from you in connection with the order, including the cost of delivering any **SIM** or **equipment** you ordered as long as you chose the least expensive delivery option (if you chose a more expensive delivery option, we will refund you the amount you would have paid for the least expensive option). However, if you requested a service to begin during the cooling off period, you must pay us an amount which is proportionate to what was provided up to the point you cancelled your order, including any usage charges incurred (for example, chargeable calls you have made).
- If you cancel an order for **equipment** and it is returned damaged due to your handling beyond what is necessary to establish its nature, characteristics and functioning, we will deduct an amount from any refund to you to reflect the reduction in value of the equipment. This

deduction will not be more than the amount you paid.

- If you cancel an order for **Sky Mobile services** we will automatically cancel any related order for **equipment** unless we agree otherwise.
- Similarly, if you cancel an order for **equipment** (or your order for equipment is automatically cancelled due to you cancelling an order for **Sky Mobile services**) we will automatically cancel any related **equipment payment plan** and if the equipment is returned damaged due to your handling beyond what is necessary to establish its nature, characteristics and functioning, you will have to pay us for the reduction in value of your equipment, up to the price we agreed for it (less any partial payment you made for it). If you are still in the cancellation period (see above) you may also be entitled to cancel any order for **Sky Mobile services**.
- If you cancel an order for **Sky Mobile services** after we have requested that your mobile number is transferred to us from another provider, you will need to request a PAC code from us so that you can transfer your number again. If you do not do this, you will lose your mobile number.

### Return of Equipment:

If you cancel an order you are responsible for returning the **equipment** provided as part of that order without undue delay and unlocked (i.e. free of security or software locks) using the returns method provided with the equipment or otherwise made available to you. You are responsible for the costs of returning the equipment you have ordered and Sky may charge you our direct returns costs. Sky can offset any returns costs against any money that it owes to you for any reason. You must keep any equipment that has been delivered to you safe until it is returned. We may make a deduction for any loss in value as a result of unnecessary handling by you.

### Discounts:

If you have received any discount on **Sky Mobile services, equipment** and/or any other products or services from **Sky** and during your **cooling off period** you cancel any conditional order (for example, for particular equipment or other Sky services such as Sky TV, Sky Talk and/or Broadband) but wish to keep your Sky Mobile services, equipment or other products or services, you will no longer be eligible for that discount and will be required to pay Sky the difference between the discounted price and the full standard price for the Sky Mobile services, equipment and/or other products or services

### Refunds:

We will make any refund due to you (less any deductions due to us) without undue delay and not later than:

- For the **Sky Mobile services**, 14 days after the day we are informed of your request to cancel the Sky Mobile services; or
- For the **equipment**, 14 days after the day we either receive the equipment back from you or receive evidence from you that the equipment has been returned (such as a proof of posting receipt).



We will make the refund using the same means of payment that you used when you placed your order, unless you have agreed otherwise.

These cancellation rights do not affect your legal rights. If you require any advice on your legal rights, you can refer to [adviceguide.org.uk](https://adviceguide.org.uk).

**Group company details:**

Sky, SSSL and SRS are direct or indirect subsidiaries of Sky plc (Registration No. 2247735). Sky, SSSL and SRS are all incorporated in England and Wales.