

plan.com communication services



CONTRACT INFORMATION

Company name:

Address:

Telephone:

Quote ID:

Generated:

Plan Communications Limited
No.5 Victoria Street,
Douglas, Isle of Man,
IM1 2LR
Registered in the Isle of Man
Registered Number 010273V
Tel: +44(0)3300 88 18 18
Email: help@plan.com

DESCRIPTION OF SERVICES

Our Customer Experience team is on-hand seven days a week. Phone lines are open from 8am to 8pm on weekdays and from 8am to 5pm at weekends. Calls from plan.com mobiles are free from anywhere in the world. We offer phone, email and Live Chat support via my.plan.

We recognise that different businesses need different levels of service, which is why our Gold and Platinum connections receive priority support during peak times, with reduced SLAs and dedicated support agents.

For more information on our SLAs, please refer to: <https://guides.plan.com/sla>.

Fair Use Thresholds apply to our unlimited data, call and text allowances, as well as to any relevant domestic allowances used in Europe. We also apply a Fair Use Threshold while roaming because our tariffs and bolt-ons are not intended for users roaming on a permanent or semi-permanent basis. How data limits and speed may impact your service and our Fair Use Thresholds go here: <https://guides.plan.com/fair-usage>

PRICE & PAYMENT

Unless otherwise agreed with the Customer, plan.com will issue electronic invoices on a monthly basis, which may include via the my.plan portal. The Customer may request to receive invoices by post, subject to payment by the Customer of any applicable administrative or other Charge stipulated by plan.com.

The Customer will pay each invoice issued by plan.com under the Agreement (including any invoice relating to Early Termination Charges) by the date set out on the invoice in full without any deduction or set off.

plan.com shall increase the Core Charges on an annual basis by the CPI Rate (ignoring any negative figures) plus 3.9%. The Core Charges increase shall apply to the relevant Services for each Connection from the first day of the month following each anniversary of the Service Commencement Date.

For example, for a Service connected in September 2022 with monthly Recurring Charges of £40, on its anniversary we use the most recent published CPI Rate of 6.7% (August 2023) plus 3.9% (10.6%), which would increase the monthly price to £44.24. This increase would be applied to the October 2023 bill.

The Customer will pay monthly in advance for subscription, line rental and other recurring Charges (including inclusive usage Charges); and in arrears for usage (excluding inclusive usage Charges), connection and other nonrecurring Charges.

More information about the allowances included with our tariffs and bolt-ons, along with pricing information relating to charges incurred by usage that is not included in our tariffs and bolt-ons, can be found on our guides site: <http://guides.plan.com>

All Charges payable by the Customer under the Agreement are exclusive of value added tax or other sales tax or duty which, if payable, shall be paid by the Customer at the prevailing rate.

Unless agreed otherwise in writing with plan.com, the Customer shall set up a direct debit enabling plan.com to take payment direct from the Customer's bank account specified in an Order. plan.com may charge the Customer for all additional costs of processing non-electronic payments, including all charges and costs incurred as a result of any unpaid Direct Debits returned by the bank for reason "refer to payer", or cancelled Direct Debits.

If the Customer cancels its Direct Debit arrangement with plan.com and/or is more than 5 days late in paying any undisputed Charges and fails to make a payment within 5 days of plan.com giving Customer written notice, the Customer will have materially breached the terms of the Agreement, and plan.com shall be entitled to terminate the Agreement.

DELIVERY OF SERVICE

After the Customer has signed and submitted its Order to plan.com and plan.com has confirmed the Order in the welcome email, the Customer will determine the date the Service will be activated. This date will be the Service Commencement Date.

DURATION, RENEWAL AND TERMINATION OF CONTRACT

Subject to any Service Specific Conditions and the provisions of clauses 1.2 and 1.3 of the General Terms and Conditions, on the expiry of its Minimum Term each Service shall continue thereafter until terminated on no less than 30 days prior written notice from either Party to take effect at the end of specified calendar month or until otherwise terminated in accordance with the Agreement.

At any time before or after the expiry of a Minimum Term the Customer and plan.com may agree a renewal or extension of the Minimum Term, in which case any Minimum Term agreed as part of that renewal or extension will apply as the Minimum Term from the date the renewal or extension comes into effect.

Where the Customer takes more than one Service with plan.com, each Service may end or renew on a different date, following the expiry of the Minimum Term for that Service.

SECURITY

Occasionally we may have to temporarily suspend the Service (or any part of it) including (but not limited to) for operational reasons, in an emergency, or for reasons of security. This might be if we're asked to do so by a government or regulatory body.

REMEDIES, COMPLAINTS HANDLING AND DISPUTE RESOLUTION

You can check our website for a copy of our Code of Practice on complaints and for our latest information on alternative dispute resolutions. At plan.com, we work hard to make sure that things run as smoothly as possible for our customers. We take complaints very seriously and, if you're not completely satisfied with the service you have received, we have a formal complaints procedure in place to ensure we address the problem as quickly and efficiently as possible. If you can't find what you're looking for or are unhappy with any part of our service, please tell us. You can find out more about our complaints process in our Complaint Resolution Procedure, which can be found at

<https://guides.plan.com/policies/#complaint>

RIGHT TO CANCEL

You can cancel your Agreement with us at any time but it's worth noting that if you do decide to cancel, you may be charged early termination fees. To cancel your plan.com Agreement, please visit our online portal go.plan.com. Our secure online portal will enable you to request a number transfer (PACs) or a disconnection. If you choose to cancel a plan.com Service, you may be required to pay the aggregate of:

1. Any Charges that have been accrued on the service up to and including the date of disconnection (including any fixed monthly service charges and any variable charges including roaming charges and any additional call, text or data (including roaming) charges; and
2. Any Early Termination Charge that may payable under any contract you have with plan.com or any of its affiliates; and
3. Any termination fee that may be payable under any finance contract that you may have entered into with plan.com, an affiliate of plan.com or a finance company in respect of the financing of any equipment.

Early Termination Charges are subject to 20% VAT.

At the time of issuing your PAC or STAC (as applicable) we will notify you of any costs, fees or charges that you will be liable to pay if you do disconnect together with an explanation of any accrued costs, fees or charges that may not be able to be calculated until after the date we issued the PAC or STAC. In the case of single service contract cancellations, we will notify you via whichever method you chose to contact us. In the case of a multiple service contract we will notify you by email.

If you have multiple services but only wish to transfer or disconnect some of the services, you will still be charged termination fees but only for the services that are within their minimum term. In these cases, early termination charges will be proportional to the number of services being terminated.

Early Termination Charge. If the Agreement, a Feature or a Service to an individual Connection is terminated (i) by the Customer pursuant to clause 15.1 of the General Terms and Conditions, or (ii) by plan.com pursuant to clauses 6.11, 15.2 or 15.3(a) to 15.3(d) of the General Terms and Conditions, the Customer shall pay the Early Termination Charge. "Early Termination Charge" means in respect of each Service, an amount calculated by multiplying (a) the number of months (or part thereof) between the date of termination (or proposed date of termination) and the date of expiry of the Minimum Term by (b) the monthly recurring Charge for that Service including any applicable In-Life Bolt-Ons as at the date of termination.

The Customer may have a right to terminate the Agreement due to an amendment made by plan.com. Plan.com will notify the Customer if such a right arises and whether any Early Termination Charge will be payable.

DATA PROTECTION

plan.com will use the personal data it collects from the Customer to provide the Customer with its products and services and to inform the Customer about various offers and promotions via email, post, SMS or telephone.

plan.com will process any personal data that it collects from the Customer in accordance with our Privacy Policy, which is available at:

<http://plan.com/privacy>

By placing an Order the Customer is consenting to plan.com contacting you via email or SMS about account and service-related materials such as invoices, important service announcements and notices about changes to terms or conditions.

From time to time, we would like to contact you with marketing materials that promotes new products, bolt-ons or offers.

FEATURES FOR END USERS WITH DISABILITIES

plan.com offers a number of support services for people who require additional accessibility options. These include alternative formats for contracts and bills, free directory assistance by calling BT Directory Assistance on 195, Relay UK translates text to voice, and voice to text, EmergencySMS is a UK-wide service that lets deaf, hard of hearing, and speech-impaired people send a text message to 999 emergency services, and a Telephone Fault Priority Service. We also work with 999bsl.co.uk, who help us to provide a UK emergency video relay service to provide sign language interaction.

All defined terms are as set out in the General Terms and Conditions