Millbeck Communications Limited

Product Schedule

Mobile Voice and Data Services

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Contents

Millbeck Communications Product Schedules
Regulated Services
Ordering Process
Mobile Voice and Data Service Terms
1. Definitions
2. The Services
3. Connection and Service Start Date
4. Emergency Calls
5. Subscriber Equipment: Supply, Title and Risk
6. Subscriber Equipment: Payment Options
7. Delivery
8. Charges and Billing
9. Bars, Restrictions and Spend Control
10. Roaming
11. Fair Usage and Out of Bundle Charges
12. Tariff Changes, Upgrades and Resigns
13. Value Added Services and Bolt-Ons
14. Loss, Theft and Unauthorised Use
15. Faults, Warranty and Repairs
16. Number Portability and Switching
17. Change of Ownership
18. Cancellation Process
19. End of Contract Notifications and Best Tariff Advice
20. Complaints and Alternative Dispute Resolution
21. Return of Equipment on Termination

Millbeck Communications Product Schedules

The Products that Millbeck Communications delivers are subject to and governed by the General Terms as supplemented by the additional terms as set out in the relevant Product Schedules in respect of specific Products that the Customer orders from Millbeck Communications from time to time.

By ordering Mobile Voice and Data Services, the Customer agrees to be bound by the additional terms and conditions set out in this Product Schedule for the use of the relevant Mobile Voice and Data Services from the relevant Service Start Date(s).

Save as expressly amended in respect of the Mobile Voice and Data Services set out in this Product Schedule, all other provisions of the General Terms (and any Master Agreement Form or Tariff Addendum) shall continue in full force and effect without amendment.

Where this Product Schedule conflicts with the Product Schedule for Connectivity Services, this Product Schedule prevails in respect of Mobile Voice and Data Services.

Regulated Services

The Mobile Voice and Data Services provided under this Product Schedule are Regulated Services for the purposes of clause 1.6 (Regulated Services) of the General Terms. They are not Machine-to-Machine Services.

Accordingly, Millbeck Communications provision of these Services is subject to the relevant terms of Section 3 (Regulated Services) of the Regulatory Schedule as applicable from time to time, in addition to the General Terms and this Product Schedule.

Where the Customer is also a Small Business Customer, Section 2 (Small Business Customers) and Section 3.2 (Regulated Services: Small Business Customers) of the Regulatory Schedule will also apply, together with any waivers to which the Customer has given express consent as part of the sales journey.

It is the Customer's responsibility to review the Small Business Customer criteria applicable to it, to have informed Millbeck Communications if it is a Small Business Customer prior to entry into the Agreement, and to notify Millbeck Communications immediately in writing if during the Term it no longer meets those criteria.

Disclaimer of Promotional Materials

The presentation of Products on the Millbeck Communications website does not constitute a legally binding offer, but a non-binding online catalogue. Millbeck Communications commitments on the specification and/or quality of Products shall be exclusively as set out in the relevant Agreement between Millbeck Communications and the Customer. No public statement, promotion or advertising will constitute any contractual commitment from Millbeck Communications in respect of the specification and/or quality of any Product(s).

Handset images, colours and specifications published by Millbeck Communications or any manufacturer are indicative only. Millbeck Communications reserves the right to supply an equivalent or successor model where the model ordered is unavailable, on giving notice to the Customer before dispatch.

Special Conditions

Millbeck Communications may agree that certain special conditions apply to the provision of the Mobile Voice and Data Services as set out in the Master Agreement Form. Where these special

conditions apply, they will take precedence over the terms of this Product Schedule to the extent applicable (in accordance with clause 1.4 (Structure) of the General Terms).

Ordering Process

New Customers

New Customers will be provided with a quote by the Millbeck Communications sales team. To submit an Order, new Customers will be required to enter into a Master Agreement Form (Mobile Voice and Data), complete a Tariff Addendum (Mobile Voice and Data), and place an Order as advised by Millbeck Communications.

Where the Customer is a Small Business Customer, Millbeck Communications will make available a Contract Summary and Contract Information in durable form before the Customer is bound by the Agreement, unless the Customer has given express consent to the waiver described in Section 3.2 of the Regulatory Schedule.

Existing Customers

Where a Customer has a valid Master Agreement Form covering Mobile Voice and Data Services, the Customer must place its Order by Purchase Order to its Millbeck Communications Account Manager, or by email to orders@millbeck.co.uk.

By placing an Order, the Customer submits an offer to Millbeck Communications to provide the relevant Product(s). Any automated email acknowledgement confirming receipt of the Order is not a declaration of acceptance. An Order will be deemed accepted in accordance with clause 3.2 (Orders) of the General Terms. Millbeck Communications is under no obligation to accept an Order.

Millbeck Communications acceptance of each Order will be subject to credit checking in accordance with the General Terms.

Mobile Voice and Data Service Terms

The following terms apply to the provision of Mobile Voice and Data Services.

1. Definitions

In this Product Schedule, the following expressions have the following meanings. Capitalised terms not defined here have the meaning given in the General Terms.

Term	Meaning
Bar	The act of preventing a User from making or receiving calls, messages or data sessions on the Subscriber Equipment or SIM.
Bolt-On	An optional additional allowance or feature added to a Tariff, such as an additional data, roaming or international calling allowance.
Commitment Period	The Minimum Contract Term applicable to a Mobile Voice and Data Service, as detailed in the Tariff Addendum.
End of Contract Notification	The notification described in Section 3.1 of the Regulatory Schedule and paragraph 19 of this Product Schedule.
Fair Usage Policy	The applicable Network Provider fair usage, out of bundle and roaming policy published on the Website from time to time.
IMEI	The International Mobile Equipment Identity number incorporated into the Subscriber Equipment.
Instalment Sale	The supply of Subscriber Equipment on the conditional sale terms described in paragraph 6.3.
Out of Bundle Charges	Charges for usage falling outside the inclusive allowances of a Tariff, as set out in the Price List or the applicable out of bundle price list published on the Website.
PAC	Porting Authorisation Code, used to transfer a mobile number to another provider while retaining the number.
STAC	Service Termination Authorisation Code, used to terminate a Service with Millbeck Communications and move to another provider without retaining the number.
Subscriber Equipment	Any handset, smartphone, tablet, dongle, router, accessory or other equipment supplied by Millbeck Communications to the Customer under this Product Schedule.
Upgrade	The supply of replacement Subscriber Equipment in respect of an existing connection.
User	Any individual authorised by the Customer to use a SIM or Subscriber Equipment supplied under this Product Schedule.

2. The Services

2.1 Mobile Voice and Data Services comprise the provision of mobile voice, messaging and data services to the Customer by means of the Systems, together with any Value Added Services, Bolt-Ons and Subscriber Equipment set out in the Tariff Addendum or an Order.

2.2 The Services are provided for use by the Customer and its Users in the course of the Customer's business. Save where the Customer acts as a Reseller under clause 7 (Reseller Customers) of the General Terms, the Customer must not resell the Services.

2.3 The Customer is responsible for the acts and omissions of each of its Users as if they were the acts and omissions of the Customer, and for all Charges arising from their use of the Services.

2.4 The Customer must ensure that each User is made aware of, and complies with, the Acceptable Use Policy and any conditions notified by Millbeck Communications or a Network Provider regarding use of the Services.

3. Connection and Service Start Date

3.1 The Service Start Date for each Mobile Voice and Data Service is the date the relevant SIM is activated on the Network, or in the case of a number ported in to Millbeck Communications, the date the port completes.

3.2 The Commitment Period for each Service runs from its Service Start Date. Services connected at different times will have different Commitment Period end dates unless Millbeck Communications has expressly agreed coterminous end dates in writing.

3.3 Millbeck Communications will connect and maintain the connection of the SIM and Subscriber Equipment to the System and, subject to the geographical coverage of the System from time to time and other limiting factors not within Millbeck Communications control, will endeavour to make the Services available throughout the Term.

3.4 Millbeck Communications may transfer the Customer to another Network Provider where this incurs no additional cost to the Customer and does not materially reduce the Services. Where practicable, Millbeck Communications will give at least thirty (30) days written notice before doing so, and will treat any such change in accordance with clause 13.6 (Notice of Changes) of the General Terms.

4. Emergency Calls

4.1 No charge is made for calls to the emergency services on 999 or 112 made using the Services.

4.2 Where required by Applicable Law, Millbeck Communications will procure that caller location information is made available to the emergency authorities handling emergency calls.

4.3 The Customer acknowledges that access to emergency services depends on Network availability and on the Subscriber Equipment being powered and in coverage, and that access may not be available during a power failure, Network failure or where a Service has been suspended or Barred.

5. Subscriber Equipment: Supply, Title and Risk

5.1 Where Millbeck Communications supplies Subscriber Equipment, the model, quantity and Charges will be set out in the Tariff Addendum or an Order.

5.2 Risk of loss of or damage to Subscriber Equipment passes to the Customer on delivery to the Delivery Address.

5.3 Title to Subscriber Equipment passes in accordance with the payment option selected in the Tariff Addendum and set out in paragraph 6 below.

5.4 All SIMs supplied to the Customer remain the property of Millbeck Communications or the relevant Network Provider at all times, notwithstanding delivery and the passing of risk.

5.5 The Customer must not alter, modify or tamper with any SIM, and must not remove, alter or obscure the IMEI of any Subscriber Equipment.

6. Subscriber Equipment: Payment Options

6.1 The payment option applicable to Subscriber Equipment will be stated in the Tariff Addendum. The available options are set out below. If no option is stated, the Subscriber Equipment is supplied on the Outright Purchase basis in paragraph 6.2.

6.2 **Outright Purchase.** The Customer pays the full price of the Subscriber Equipment on or before delivery. Title passes on receipt by Millbeck Communications of payment in full and cleared funds.

6.3 **Instalment Sale.** The Customer pays the price of the Subscriber Equipment by the number of monthly instalments set out in the Tariff Addendum. Title does not pass to the Customer until Millbeck Communications has received payment in full and cleared funds of all instalments. Until title passes, the Customer must keep the Subscriber Equipment in good condition, must not sell, charge or otherwise dispose of it, and must keep it identifiable as Millbeck Communications property. If the Customer fails to pay any instalment when due, or any event in clause 23.3(c) of the General Terms occurs, all outstanding instalments become immediately due and payable and Millbeck Communications may, on notice, require the return of the Subscriber Equipment.

6.4 **Rental.** The Subscriber Equipment is supplied on a rental basis for the period set out in the Tariff Addendum. Title remains with Millbeck Communications at all times. The Subscriber Equipment must be returned in accordance with paragraph 21 at the end of the rental period.

6.5 Instalment Sale and Rental are offered to limited companies, limited liability partnerships and other bodies corporate. Millbeck Communications does not offer Instalment Sale or Rental to sole traders, individuals or partnerships of three or fewer partners.

6.6 Charges for Subscriber Equipment are separate from, and additional to, Charges for the Services. Termination or cancellation of a Service does not discharge the Customer from its obligation to pay any outstanding Subscriber Equipment Charges, which become immediately due and payable on termination.

6.7 The Customer may not set off any Subscriber Equipment Charges against any Charges for the Services, or vice versa.

7. Delivery

7.1 SIMs and Subscriber Equipment will be delivered to the address stated in the Master Agreement Form or the Order (the "Delivery Address") unless expressly agreed otherwise in writing.

7.2 Any shortages or damage in transit must be notified to Millbeck Communications in writing within two (2) Business Days of delivery to the Delivery Address.

7.3 If the Customer fails to accept delivery, Millbeck Communications will attempt re-delivery at the cost of the Customer, failing which Millbeck Communications may cancel the Order or store the items at the cost and risk of the Customer.

7.4 The Customer shall pay the cost of delivery and packaging in accordance with clause 5.3 (Delivery) of the General Terms.

8. Charges and Billing

8.1 The Charges for the Mobile Voice and Data Services are set out in the Tariff Addendum, and standard Charges are set out in the relevant Price List.

8.2 Line rental and other fixed Charges are billed in advance. Usage Charges, including Out of Bundle Charges, Roaming Charges and premium rate Charges, are billed in arrears.

8.3 The Customer acknowledges that usage Charges incurred on overseas Networks, on other providers' networks and in respect of premium rate services may be received by Millbeck Communications after a delay, and may appear on an invoice issued some months after the usage occurred. The Customer remains liable for such Charges.

8.4 Payment terms, direct debit requirements, late payment interest and billing disputes are governed by clause 11 (Payment) of the General Terms. Billing disputes must be raised within the period stated in clause 11.12 of the General Terms.

8.5 Itemised billing is available on request. Millbeck Communications may charge a fee as set out in the Price List for the manual provision of itemised billing or copy invoices where these are available through the Platform.

8.6 If a Service is cancelled part way through a month, line rental and other fixed Charges are not pro-rated and the full month is payable.

9. Bars, Restrictions and Spend Control

9.1 Unless the Customer requests otherwise in writing, the Services are supplied without a Bar applied to premium rate services, and to international and Roaming usage outside the inclusive allowances of the Tariff.

9.2 The Customer may request that a Bar be added or removed at any time. A request will take effect within a reasonable period during normal working hours. The Customer remains liable for all Charges incurred up to the point the Bar takes effect.

9.3 Where the Customer requests removal of a Bar, the Customer accepts responsibility for all resulting Charges, including premium rate Charges which may exceed the rates set out in the Tariff, and Roaming Charges billed in increments set by the overseas Network.

9.4 Millbeck Communications may apply a limit or cap on Charges, or suspend Services used on overseas Networks, in accordance with clause 11.13 of the General Terms.

9.5 The Customer acknowledges the billing restrictions set out in Section 5 of the Regulatory Schedule. Where a spend cap or usage alert facility is made available, it operates on the basis of usage records received from the Network Provider and may be delayed. Millbeck Communications does not warrant that a cap will prevent all overage.

10. Roaming

10.1 Roaming is subject to clause 4.10 (Roaming) and clause 11.9 of the General Terms, and to the applicable Network Provider roaming policy published on the Website.

10.2 Roaming rates, inclusive roaming allowances and the countries in which they apply vary by Network Provider and by Tariff, and are set out in the Tariff Addendum or the applicable Out of Bundle Price List.

10.3 The Customer is responsible for ensuring that each User familiarises themselves with the applicable Roaming Charges, billing increments and any inclusive allowance limits before travelling.

10.4 Where a Service is determined to be permanently roaming, clause 4.11 (Permanent Roaming) of the General Terms applies.

11. Fair Usage and Out of Bundle Charges

11.1 Tariffs described as unlimited, or which include large inclusive allowances, are subject to the applicable Fair Usage Policy published on the Website. The Customer acknowledges that Millbeck Communications may restrict, throttle or Bar a Service where usage materially exceeds the Fair Usage Policy.

11.2 Usage falling outside the inclusive allowances of a Tariff will be charged at the Out of Bundle Charges applicable to the relevant Network Provider, as published on the Website and referred to in the Tariff Addendum.

11.3 The Customer acknowledges that inclusive allowances do not apply to premium rate services, non-geographic numbers, directory enquiries, satellite calls, content services or any service charged by a third party through the Customer's account.

11.4 The Services must not be used with a GSM gateway or for the aggregation, re-origination or termination of traffic, and must be used in a device intended for personal or business communications by a User.

12. Tariff Changes, Upgrades and Resigns

12.1 A Tariff Change is subject to the approval of Millbeck Communications, not to be unreasonably withheld, and to the terms of the relevant Network Provider.

12.2 Unless agreed otherwise in writing, a Tariff Change or an Upgrade will result in a new Commitment Period applying to the affected Service from the date the change takes effect. Millbeck Communications will confirm the new Commitment Period in writing before the change takes effect.

12.3 Where the Customer is a Small Business Customer, Millbeck Communications will not commit the Customer to a further Commitment Period without the Customer's express consent, given by a new Tariff Addendum or otherwise in writing, in accordance with Section 2.1 of the Regulatory Schedule.

12.4 The Customer may request to resign its existing base of Services by entering into a new Tariff Addendum with Millbeck Communications.

12.5 An Upgrade involving the supply of replacement Subscriber Equipment is subject to paragraphs 5 and 6 of this Product Schedule. Where the Subscriber Equipment being replaced was supplied on an Instalment Sale or Rental basis, any outstanding Charges in respect of it remain payable unless Millbeck Communications agrees otherwise in writing.

13. Value Added Services and Bolt-Ons

13.1 Value Added Services and Bolt-Ons are provided subject to the Product Schedule for Value Added Services and to any additional terms notified to the Customer.

13.2 A Bolt-On added mid-month is charged for the full month and is not pro-rated. Unless stated otherwise in the Tariff Addendum, a Bolt-On continues on a monthly rolling basis until cancelled.

13.3 The Customer is responsible for any third party service accessed through the Services and charged to the Customer's account, and for the terms applicable to that service.

14. Loss, Theft and Unauthorised Use

14.1 The Customer must notify Millbeck Communications immediately by telephone to the Helpdesk, and confirm in writing, if any SIM or Subscriber Equipment is lost or stolen or if the Customer becomes aware of any unauthorised use, in accordance with clause 8.3(j) of the General Terms.

14.2 The Customer remains liable for all Charges incurred until Millbeck Communications has been notified and has had a reasonable opportunity to Bar the affected SIM.

14.3 Line rental and other fixed Charges remain payable for the remainder of the Commitment Period notwithstanding loss or theft of the SIM or Subscriber Equipment.

14.4 A replacement SIM will be provided on request and may be subject to a Charge as set out in the Price List. A replacement handset is subject to a new Order.

14.5 Clause 18 (Fraud and Security) of the General Terms applies to fraudulent and unauthorised use.

15. Faults, Warranty and Repairs

15.1 The Customer may report Service faults to Millbeck Communications between 09:00 and 17:00 (UK time) Monday to Friday on Business Days.

15.2 Millbeck Communications will use reasonable endeavours to pass to the Customer the benefit of any manufacturer or Network Provider warranty in respect of Subscriber Equipment, subject to the terms and limitations of that warranty. Millbeck Communications does not itself warrant the Subscriber Equipment beyond conformance with the Specification during the Hardware Warranty Period under clause 4.2(b) of the General Terms.

15.3 Millbeck Communications warrants that physical SIMs will not suffer a malfunction preventing proper operation within twelve (12) months of delivery. This warranty does not apply where the fault arises from the Customer's acts, omissions or misuse.

15.4 Subscriber Equipment which becomes faulty or damaged outside the manufacturer warranty is the responsibility of the Customer to repair or replace. All Charges under the Agreement remain payable during any period in which Subscriber Equipment is being repaired or replaced.

15.5 Millbeck Communications does not provide loan or replacement handsets unless expressly agreed in writing and set out in the Tariff Addendum.

16. Number Portability and Switching

16.1 The Customer may port a mobile number in to Millbeck Communications from another provider, subject to the requirements of the losing provider and of the relevant Network Provider. Millbeck Communications will use reasonable endeavours to complete the port but does not guarantee any particular date.

16.2 The Customer may request a PAC in order to transfer a mobile number to another provider while retaining the number, or a STAC in order to terminate the Service without retaining the number. Millbeck Communications will provide the code in accordance with Applicable Law and the process published on the Website.

16.3 When Millbeck Communications provides a PAC or STAC it will, where required by Applicable Law, also provide information on any early termination charges that would become payable and the date on which the Commitment Period ends.

16.4 Requesting or using a PAC or STAC does not discharge the Customer from any early termination charges payable under clause 24.3 of the General Terms, or from any outstanding Subscriber Equipment Charges under paragraph 6.6.

16.5 An administrative Charge as set out in the Price List may apply per transfer request, together with any Network Provider transfer costs. Section 2.2 of the Regulatory Schedule sets out the position for requests involving more than twenty-five (25) mobile numbers.

17. Change of Ownership

17.1 The Customer may apply to transfer Services to another Millbeck Communications customer, for example as part of a transfer of ownership of the Customer's business. The change of ownership process set out in the Product Schedule for Connectivity Services applies, including the requirement for a signed Change of Ownership Form from both parties, settlement of all outstanding amounts, and credit checking of the incoming customer.

17.2 Any outstanding Subscriber Equipment Charges must be settled in full before a change of ownership will be completed, unless Millbeck Communications agrees in writing to novate them to the incoming customer.

18. Cancellation Process

18.1 To cancel Mobile Voice and Data Services, the Customer must submit a Cancellation Request by email to cancellations@millbeck.co.uk.

18.2 Cancellation takes effect in accordance with clause 23.2 (Ending Services during or after supply) of the General Terms, being thirty (30) days after Millbeck Communications approval of the Cancellation Request.

18.3 Termination fees are payable in accordance with clause 24.3 of the General Terms. Where the Commitment Period has not expired, this includes the unpaid line rental and other fixed Charges for the remainder of the Commitment Period, together with any outstanding Subscriber Equipment Charges under paragraph 6.6.

18.4 Where a Relevant Customer terminates following a Disputed Terms Notice under Section 4 of the Regulatory Schedule, that termination is treated as termination for cause and clause 24.3(a) of the General Terms applies, so no early termination charge is payable in respect of the affected Service.

19. End of Contract Notifications and Best Tariff Advice

19.1 In accordance with Section 3.1 of the Regulatory Schedule, Millbeck Communications will send the Customer an End of Contract Notification before the end of the Commitment Period. The notification will set out the date the Commitment Period ends, how the Customer may terminate, the Charges that will apply after that date, and the best tariff information then available for the Customer's Regulated Services.

19.2 Where a Service continues on a monthly rolling basis after the end of its Commitment Period, Millbeck Communications will provide annual best tariff information to the Customer for that Service.

19.3 Where the Customer has given express consent to the bundle waiver described in Section 3.2 of the Regulatory Schedule, notifications will relate only to the affected element of a bundle.

20. Complaints and Alternative Dispute Resolution

20.1 Complaints are handled in accordance with the Millbeck Communications complaints handling procedure published on the Website.

20.2 Where the Customer is a Small Business Customer, the Customer has the right to refer a Dispute to the Communications Ombudsman (formerly Ombudsman Services: Communications), subject to its eligibility criteria, in accordance with that procedure. Where that procedure applies it takes precedence over the Escalation Procedure in clause 16 of the General Terms.

20.3 Nothing in the Agreement prevents or delays either Party from referring a matter to Ofcom.

21. Return of Equipment on Termination

21.1 On termination or expiry of a Service, the Customer must immediately cease use of the relevant Products and, if requested, promptly return all SIMs to Millbeck Communications or otherwise destroy them securely, in accordance with clause 24.2 of the General Terms.

21.2 Where Subscriber Equipment was supplied on a Rental basis, or on an Instalment Sale basis where title has not passed, the Customer must return it to Millbeck Communications at the Customer's expense within fourteen (14) days of termination, in good condition and working order, fair wear and tear excepted, with any device management lock or activation lock removed.

21.3 Where Subscriber Equipment required to be returned is not returned within that period, or is returned in a condition that is not resalable, Millbeck Communications may charge the Customer a sum representing the residual value of the Subscriber Equipment, calculated as the outstanding balance of the equipment price or, where no balance remains, the fair market value of equivalent equipment at the date of termination. Millbeck Communications will provide a written calculation on request.

21.4 The Customer is responsible for removing all data from Subscriber Equipment before returning it. Millbeck Communications accepts no Liability for any data remaining on returned Subscriber Equipment.