



Coop Mobile Terms and Conditions

These terms and conditions govern the provision of Services by us to you. We are Offshore Leisure Limited, trading as Coop Mobile.

1. Your agreement with us
 - 1.1 Your agreement with us consists of:
 - (a) your Order;
 - (b) these terms and conditions;
 - (c) the Service Description;
 - (d) the Acceptable Use Policy; and
 - (e) the Price List;(together, your “Agreement”).
 - 1.2 In the event of any conflict between the terms set out in the above elements of this Agreement, these terms and conditions will take priority.
 - 1.3 We may vary these terms and conditions at any time by publishing updated terms and conditions on the Coop Mobile Website provided that we will provide you with at least 30 days written notice of any change which could have a material adverse effect on you. If you are not satisfied with any such changes, you can end this Agreement by disabling the auto-renew of your account on the Coop Mobile Website or Coop Mobile App.
 - 1.4 The terms defined in Schedule 1 apply to these terms and conditions.
 - 1.5 Your Agreement does not cover:
 - (a) your right to use the App, which is governed by the end user licence applicable to your download of the App;
 - (b) the sale of any devices, which are available from our third party device partner under their terms and conditions; or
 - (c) any special promotions which will be subject to additional terms and conditions issued in relation to the promotion.
2. Duration of your Agreement and your right to cancel
 - 2.1 Your Agreement commences on the date on which you purchase a Plan via the Coop Mobile Website or Coop Mobile App and will continue until your Agreement has been ended in accordance with these terms.
 - 2.2 You have the right to cancel your Order within 14 days of it being accepted by us.
 - 2.3 In using the Services during this period, you expressly agree to our provision of services prior to the end of this period on the terms of this Agreement. If you cancel the Order within this 14 day period, we will refund any payment you have made for a Plan and Booster less a pro rata amount of the amount paid for a Plan and any Booster (other than a Cash Booster) which is attributable to the period prior to cancellation plus any usage charges in connection with any Cash Booster. This Agreement will terminate upon any such cancellation and refund.

3. Services

3.1 Once we have accepted your Order, we will open an account for you and provide you with a SIM and a mobile number (and we may agree to provide you with additional SIMs and phone numbers on request).

3.2 The Services are described in the Service Description. You acknowledge that:

- (a) Other than 084, 087, 118 333 and 118 313 (directory enquiries) and premium-rated shortcodes which you can call using a Cash Booster, premium services (including premium SMS, premium voice (09), carrier billing (also known as charge to bill or pay for it)) are not available. When you call or message premium service numbers we will stop a call if it reaches a certain spend (currently £40) and to cap maximum monthly cumulative spend on these premium services (currently to £240). You can also control your own spending within these limits through the amount of Cash Boosters you choose to buy. Calling 070 and 05 numbers and other chargeable calls and messages and chargeable shortcodes also require a Cash Booster to call. Details on charging for access to these services can be found in the Price List;
- (b) You can make international calls and roam abroad to countries included in the Roaming Guide. Details on charging for this usage can be found in the Price List;
- (c) You can make free calls to emergency services from your phone by calling 999 or 112. You should note:
 - (i) if you want to call the emergency services on 999 with our WiFi Calling service then your access to emergency calls may be interrupted or end if you have a power cut or your internet connection fails and your location network information will not be shared automatically with the emergency organisations. If you are having problems connecting with WiFi you may wish to use a mobile network connection instead and register (and keep us up to date) on the address where you plan to use our WiFi calling services (so we have your latest location information to hand for emergency organisations in case of an emergency). You may also be asked to confirm or provide your location when making an emergency call (to help emergency organisations identify the services you need);
 - (ii) when outside of our coverage area in the Channel Islands your phone will try to locate another mobile network so that you can try to contact the emergency service (however, neither your mobile telephone number or your location data will be transmitted in these circumstances);
 - (iii) emergency service calls cannot be made using certain voice over IP services on your phone and if you experience difficulties calling the emergency services with such services then you will need to make a normal voice call from your phone;
 - (iv) if you have difficulties hearing or are speech impaired and you need emergency assistance, you can send a text message with details of your location to 999 or 112 – the text will be converted and passed to the appropriate emergency service but you'll need to register your phone before you can use this service – details on how to do this are available at emergencysms.org.uk; and
 - (v) if you have a device, other than a phone, capable of making telephone calls, you may be able to use this to make free calls to Emergency Service in the UK by calling 999 or 112, however your location data may not be transmitted to the emergency service in these circumstances.

- 3.3 We may block or restrict your ability to use the Services to access adult content in accordance with any applicable laws, regulatory requirements or any requirement under any industry code of practice. Where such restrictions apply, we may make available the ability for you to verify to us that you are over 18 in order to access such content.

4. SIMs and numbers

- 4.1 Each SIM remains our property at all times. You may only use the SIM to enable you to access the Services in accordance with the terms of this Agreement. We may recall the SIM(s) at any time for upgrades, modifications, misuse or when your Agreement ends.
- 4.2 Each SIM may only be used in devices which are enabled for the Services and are authorised by us for connection to our network. Any attempt to use the SIM in other devices may result in serious damage to the device and may prevent you from being able to use it, including the making of emergency calls. In these instances, we are not responsible for any such damage or usage problems.
- 4.3 You do not own any phone number we provide to you and we may change it if required to do so by any regulatory authority or our wholesale network operator partner. You have no right to sell or transfer any number we provide you.
- 4.4 If you have a mobile number with another company, you may be able to move your existing number to us.
- 4.5 The number(s) provided to you will be provided from the number range used for the Channel Island of Jersey or the Bailiwick of Guernsey (depending on which jurisdiction you have selected for your SIM in your Order) and the Services will be limited to those available to the applicable number range.

5. Service Availability

- 5.1 We will provide the Services using reasonable skill and care and in compliance with applicable laws and regulations.
- 5.2 You acknowledge that it is not possible to provide a fault free service and we do not commit to doing so. In particular, we cannot guarantee the Service will be delivered inside a customer's property or place of work or any other location where the mobile signal may be degraded due to the material construction of the building, its geographical location or any other relevant factor.
- 5.3 The quality of services provided when you are roaming is dependent on the quality of service provided by our roaming providers and we are not responsible for any issues relating to the quality of roaming services.

6. Use of the Services

- 6.1 In using the Services, you will:
- (a) not use the Services for commercial purposes (including the resale of the Services);
 - (b) ensure that there is no unauthorised access to the Services using your account and you are liable for all usage on your account (whether authorised or not);
 - (c) comply with our Acceptable Use Policy and any reasonable instruction we issue you in relation to the use of the Services (including in relation to updating your device to use our SIM);
 - (d) not connect any device to our Services other than a 4G or 5G device which has been approved by us for connection;
 - (e) comply with all applicable laws and regulations;
 - (f) not be involved in fraud or any other criminal activity;
 - (g) not send any content or message which is grossly offensive or obscene, defamatory or unlawful;

- (h) not send any content or message which is in breach of any rights owned by any third party;
 - (i) not send bulk unsolicited messages;
 - (j) not knowingly send any virus or other harmful code;
 - (k) keep your account authentication information (including your PIN and password) confidential; and
 - (l) not use roaming services on a permanent basis.
- 6.2 In order to hold an account with us you must be 16 years old or older.
- 6.3 In dealing with any of our personnel, we expect you to comply with our Zero Tolerance Policy.
7. **Members Benefits**
- 7.1 In purchasing Plans and Boosters, you will be entitled to the member benefits set out in our Member Benefits Policy applicable at the time of purchase.
- 7.2 Member benefits are redeemable with the applicable stores and providers specified in the Member Benefits Policy and may not be redeemed for cash or otherwise with us.
8. **Charges**
- 8.1 The Charges are sums payable for:
- (a) a Plan; and
 - (b) Boosters.
- 8.2 Payment for your Plan is due monthly in advance. You will need to register a payment method (e.g. credit or debit card) so that you can pay automatically when your Plan is renewed every month. You are able to turn off auto-renew at any time in your My Account dashboard (log in on the Coop Mobile website and then go to account settings, then payment settings then untick auto renew on your dashboard, or you can do this in the Coop Mobile App) and instead choose to pay for each month manually in advance but if you do not pay in time, our Services may be suspended.
- 8.3 Your renewal cycle will start once you activate your SIM and payment for your Plan is due (and if you have auto-renew enabled, will be taken) on the same day monthly thereafter ("Renewal Date"). If you pay on 29, 30 or 31st of a month your Renewal Date will be earlier in a shorter month.
- 8.4 You may purchase Boosters for usage of the Services not included in your Plan and the price for Boosters will be specified on the Coop Mobile Website or Coop Mobile App.
- 8.5 Usage of the Services under a Cash Booster will be charged at the Price List and deducted from the balance of your Cash Booster on your account. We will provide you with an itemised statement of such usage and charges.
- 8.6 Cash Boosters are automatically activated on your account and your credit will not expire as long as your account is active and you have an active plan on your account. Upon expiry of your plan, any remaining credit will remain on your account and will be available for use once another active plan is added. If no active plan is added, the credit will expire at the point of account termination, which occurs 180 days after the expiry of your last active plan.
- 8.7 Data Boosters are automatically activated on your account and are valid for 30 days as long as your account is active and you have an active plan on your account. Once your plan expires then any remaining data will expire.
- 8.8 Boosters are not refundable or redeemable for cash under any circumstances
9. **Changes to the Services or our plans**
- 9.1 We may modify or discontinue any part of the Services (including by changing the countries in which roaming is available) at any time by updating the Service Description and/or Roaming Guide provided that we will provide you with at least 30 days written notice of any change which could have a material adverse effect on you, other than changes pursuant to clause 4.3. If you are not satisfied with any such changes, you can end this Agreement by disabling the auto-renew of your account on the Coop Mobile Website or Coop Mobile App.
- 9.2 We may modify or discontinue any Plan, Booster, Price List or Members Benefits at any time by

updating the details on the Coop Mobile Website and/or Coop Mobile App provided that we will provide you with at least 30 days written notice of any withdrawal of a Plan. If you are not satisfied with any such changes, you can end this Agreement by disabling the auto-renew of your account on the Coop Mobile Website or Coop Mobile App.

10. Your information

10.1 We are committed to protecting your information in accordance with applicable data protection laws.

10.2 We will only use any personal data you provide us with in accordance with our Privacy Policy.

10.3 If you require support in relation to any privacy matter, please:

- email us at help@coopmobile.coop,
- call us from your mobile on 170, or
- call us on 01534 680068 (Jersey) or on 01481 200 200 (Guernsey)

11. Suspension of your account or Services

11.1 We may suspend the Services (completely or in part) if :

- (a) you do not comply with clauses 6.1 or 6.3;
- (b) we reasonably believe that your account is being used fraudulently;
- (c) we reasonably believe you have provided us with false or misleading details about yourself in signing up for the Services;
- (d) we believe your SIM has been lost, stolen or is being used in a way not permitted by this Agreement; or
- (e) we are required to do so by the emergency services or other government authorities.

11.2 We may deactivate your account if:

- (a) you have not activated a Plan on your account or undertaken any chargeable events or activities (for example, made telephone calls, sent text messages, accessed content or the internet or any other service for which a charge is made) within the preceding 6-month period. If you do not renew your Plan in any month, your account will be suspended except that you will continue to be capable of receiving incoming calls for a period of 6 months after the expiry of your Plan;
- (b) your account balance drops below zero and you have failed to purchase a Booster or otherwise make a payment to us to clear such negative balance;
- (c) if you fail to pay for your next month's Plan on or before the Renewal Date; or
- (d) if we have identified that you have used roaming services outside of the Channel Islands for a continuous period of 60 days or longer.

12. Ending of this Agreement

Your right to end this Agreement

12.1 You may end this Agreement (for any reason) by stopping your use of the Service at any time. You will need to turn off auto-renew (log in on the Coop Mobile Website and then go to account settings, then payment settings then untick auto renew on your dashboard, or you can do this in App) at least 24 hours before your Renewal Date to ensure payment for Charges for your Plan are not taken for the following month.

12.2 You may also end this Agreement with immediate effect upon written notice if:

- (a) we materially fail to meet our obligations under this Agreement and have not remedied such failure within 30 days after written notice from you to do so; or
- (b) we enter administration or an order for winding-up or dissolution is made in respect of us (except for the purposes of a solvent amalgamation or reconstruction).

Our rights to end this Agreement

- 12.3 We may end this Agreement at any time by giving you at least 30 days' written notice.
- 12.4 We may also end this Agreement with immediate effect upon written notice if:
- (a) your account has been deactivated in accordance with clause 11.2;
 - (b) you fail to meet any material obligation under this Agreement (including clauses 6.1, 6.3 or 8); or
 - (c) you are subject to any bankruptcy proceedings.
- Consequences of ending this Agreement
- 12.5 If this Agreement has been ended:
- (a) we will close your account and you will cease to be able to use the Services;
 - (b) by you pursuant to clause 12.2 or by us pursuant to clause 12.3, you will be entitled to a pro rata refund of your then current Plan and Boosters (other than a Cash Booster) in respect of any period after the date on which the Agreement is ended as well as a refund of any Cash Booster balance;
 - (c) in any other circumstances, you will not be entitled to any refund of the Charges (including any refund of any Booster balance);
 - (d) you may be able to transfer your number to another provider; and
 - (e) you will lose the phone number we provided you, unless you have requested (and are eligible) to transfer it to another provider prior to this Agreement ending.
13. Intellectual Property
- 13.1 All intellectual property relating to our App and Services (including the 'Coop Mobile' brand) remains our property (or the property of our third party partners) and nothing in this Agreement shall transfer or grant any licences relating to such intellectual property rights.
- 13.2 Your right to use the App is subject to the end user licence agreement you entered into when downloading the App.
14. Our liability
- 14.1 We do not limit our liability for fraud, personal injury or death arising from our negligence or any other liability which cannot be limited in law.
- 14.2 In all other circumstances:
- (a) we will not be liable for any loss of profits or revenue or any loss or damage that was not reasonably foreseeable when you entered into this Agreement; and
 - (b) our maximum total liability to you for all incidents occurring in relation to this Agreement will not exceed the value of the Charges paid by you.
- 14.3 Except as set out in this Agreement, all representations, warranties, conditions and terms (express or implied) in respect of the Services are excluded to the fullest extent permitted by law.
15. Matters outside our control
- We will not be liable for any failure or delay in performing any obligation under this Agreement to the extent that such failure or delay was caused by an event outside our reasonable control (including, but not limited to, fire, lightning, explosion, war, terrorist activity, public disorder, flood, industrial disputes, shipping delays, extremely severe weather or acts of government or other competent authorities).
16. Complaints
- 16.1 If you're unhappy about any aspect of the Services, please contact Customer Services.
- 16.2 We will investigate any complaint in accordance with our Consumer Code of Practice, after which we will contact you with the results. If we are unable to resolve your complaint, you may be entitled to refer it to our regulator as described in our Consumer Code of Practice.

17. Other matters

- 17.1 This Agreement (together with any documents referred to in this Agreement) sets out the entire Agreement and understanding between you and us relating to the Services.
- 17.2 You acknowledge that you have entered into this agreement in reliance only upon the terms specifically set out in this Agreement and that we therefore do not have any liability in respect of any other representation, warranty or term (provided that this does not limit our liability for fraud).
- 17.3 This Agreement is personal to you and you may not transfer any of your rights or obligations to any third party. We may transfer our rights to any Coop Group Company provided that we will provide you notice of any such transfer.
- 17.4 Any notice given by us pursuant to this Agreement shall be sent to you via the App or by email to the address you have provided. Such notice will be treated as being served upon it having been sent.
- 17.5 If you send us notice pursuant to this Agreement, you need to send it to us by email as follows:
help@coopmobile.coop

18. Governing Law

This Agreement and any issues or disputes arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature) shall be governed by:

- (a) Jersey law, if you have selected the Channel Island of Jersey as your territory for your SIM in the Order and the parties shall agree, for all purposes in connection with this agreement, to submit to the exclusive jurisdiction of the Jersey Court in respect of the same; or
- (b) the laws of Guernsey, if you have selected the Bailiwick of Guernsey as your territory for your SIM in the Order and the parties shall agree, for all purposes in connection with this agreement, to submit to the exclusive jurisdiction of the courts of Guernsey in respect of the same.

Schedule 1
(Definitions)

Term	Definition
Acceptable Use Policy	means our acceptable use policy published on the Coop Mobile Website;
Agreement	has the meaning set out in clause 1.1;
Booster	means an additional pre-paid allowance for the usage of the Services outside your Plan (including a Data Booster, Roaming Booster or a Cash Booster);
Consumer Code of Practice	means our consumer code of practice published on the Coop Mobile Website;
Coop Group Company	means us or any body corporate which Controls us, is Controlled by us or is under common Control to us (where “Control” means the ability to direct the affairs of any entity through the ownership of more than 50 percent of its shares or otherwise);
Coop Mobile App	the Coop Mobile App operated by us from time to time;
Coop Mobile Website	the Coop Mobile website operated by us at: www.coopmobile.coop ;
Data Booster	means a Booster for data;
Members Benefits Policy	means such promotions and offers as are available from time to time to Coop members using the Services;
Cash Booster	means a Booster for calls and/or data;
Order	means your order for the Services made via the Coop Mobile Website or Coop Mobile App;
Plan	means the monthly plan, payable in advance, which sets out your entitlement to network access for calls, texts and data as described on the Coop Mobile Website and/or Coop Mobile App;
Price Guide	means the price list published on the Coop Mobile Website;
Privacy Policy	means our privacy policy published on the Coop Mobile Website;
Renewal Date	has the meaning given in clause 8.3;
Roaming Booster	means a Booster for roaming services;
Roaming Guide	means the list of countries where roaming is available as published on the Coop Mobile Website;
Services	means the pay as you go mobile service available in the Jersey and Guernsey as described in the Service Description and the ability to roam in any country where we have access to a roaming agreement as detailed in the Roaming Guide;
Service Description	means the service description published on the Coop Mobile website;
SIM	means subscriber identity module supplied by us; and
Zero Tolerance Policy	means the Coop’s policy on protecting employees against abuse or harassment, as published on our website from time to time. The current policy can be found: https://colleagues.coop.co.uk/zero-tolerance-statement