

ORANGE PERSONAL COMMUNICATIONS SERVICES LIMITED  
LEG11361 – **Business Everywhere** terms and conditions  
**Laptop with Mobile Broadband Service Plans** terms and conditions



**Internet Everywhere:** Alternative Services Plans are available from our consumer range, see [www.orange.co.uk/mobilebroadband](http://www.orange.co.uk/mobilebroadband) for details of Internet Everywhere. These plans are available to Business Customers.

**Travel Data Bundles:** If you travel frequently and you need additional data to top up what is included in the Business Everywhere Traveller Service Plan or you want an add on to the Business Everywhere Unlimited Service Plan, then you can take a Travel Data Bundle. Travel Data Bundles are monthly bundles that you can add and remove as required. They are charged separately and subject to terms and conditions which can be found at [www.orange.co.uk/business/traveldata](http://www.orange.co.uk/business/traveldata).

**terms for Business Everywhere Service Plans & Laptop with Mobile Broadband Service Plans (“the Service Plan(s)”)**

1. **eligibility:** The Service Plans are available to Business Customers only.
2. **unlimited UK data use:** Unlimited benefits do not include Roaming services. You won't be charged for mobile data use (but excluding WiFi) whilst in the UK (subject to fair use policy). Orange's fair usage policy is currently 5GB per user month, but is subject to change by Orange. Where your use of the Services exceeds this fair use policy, Orange may ask you to reduce your use. If, you continue to breach the fair use policy, Orange may (a) Suspend your access to the Services, and/or (b) restrict your bandwidth and/or data consumption, and/or (c) require you to move to a Service Plan more appropriate to your use.
3. **out of bundle pricing:** Usage outside of that included with your Service Plan will be charged at the relevant then current rate. The Service Plans do not include SMS or wifi usage, which will be charged at Orange's standard rates current at the time. Please refer to pricing information and [www.orange.co.uk/wifi](http://www.orange.co.uk/wifi) for details.
4. **resigning (or upgrading):** The following rules apply when resigning or upgrading to the Service Plans during your Minimum Connection Period:
  - a. If your current contract with Orange is an OBSCA or OBSMA, then you can only re-sign or upgrade in accordance with the terms of that agreement;
  - b. If your contract with Orange is not an OBSCA or OBSMA, you can resign or upgrade in the final 3 months of your current Minimum Connection Period but the remaining duration of your current Minimum Connection Period will be added to your new Minimum Connection Period.
5. **Care:** The Service Plans do not include Orange Care. Care may be purchased subject to the Orange Care Terms and conditions (see [www.orange.co.uk/businesscare](http://www.orange.co.uk/businesscare))
6. **Direct Debit charge:** Charges for payments not made by direct debit will be applied as set out in the price guide.
7. **network terms:** Connection to the Service Plans are also subject to your normal Terms and Conditions for the Supply of Orange Network Services which are to be found:-
  - a. at the back of your Orange phone user guide and at [www.orange.co.uk/terms](http://www.orange.co.uk/terms); or,
  - b. if you are a Business Customer, your terms and conditions will be those stated (as appropriate) in:
    - the small business Customer Information Form (Small Business CIF); or
    - the Orange Business Services Customer Agreement (OBSCA); or
    - the Orange Business Services Master Agreement (OBSMA).These various terms and conditions are referred to here as “**Orange's Standard Network Terms**”. If there is any inconsistency, Orange's Standard Network Terms prevail over these Terms and Conditions.
8. **Business Customer** is classified as a Customer who can provide the following: for limited companies, the company registration number and the VAT number; for charities, the charity number; or for all other businesses, a copy of a business chequebook, plus an invoice on company headed paper or a business utility bill.
9. **Roaming** is subject to connection to foreign networks and cannot be guaranteed.
10. Orange reserves the right to replace or amend the Service Plans or these terms and conditions or to withdraw the Service Plans at any time on reasonable notice. Orange reserves the right to withdraw the whole or a part of the Service Plans upon providing not less than thirty (30) days notice.
11. References to Orange in these terms and conditions are to Orange Personal Communications Services Limited whose registered office is at St James Court, Great Park Road, Almondsbury Park, Bradley Stoke, Bristol, BS32 4QJ.

**Business Everywhere Service Plans (excluding Laptop with Mobile Broadband) – additional terms**

12. **Minimum Connection Period:** Connection is subject to status and a minimum contract length of 12, 18 or 24 months (or such longer Minimum Connection Period as stated in your agreement with Orange) unless otherwise stated.
13. **pricing:** Business Everywhere pricing is described at [www.orange.co.uk/businessesverywhere](http://www.orange.co.uk/businessesverywhere).
14. **sharing:** A leader on Business Everywhere group plans can also have sharers. Each sharer is charged a monthly sharer fee as set out in the pricing information. If the leader of the group plan is disconnected for any reason, then Orange may select a sharer to become the new leader. You cannot change a leader during its Minimum Connection Period. The maximum and minimum numbers of sharers on each group plan are set out in the pricing information.
15. **migration:** The following rules apply to changes to your Business Everywhere Service Plan during your Minimum Connection Period (these do not apply for Laptop with Mobile Broadband Service Plans):-

*Upward movement*

  - a. You can move to an equivalent or higher Business Everywhere Service Plan at any time;
  - b. You can move from an Internet Everywhere single user Service Plan to a Business Everywhere Single user Service Plan;
  - c. You can move from Business Everywhere Unlimited to Business Everywhere Traveller;



- d. You cannot move from a single user Business Everywhere Service Plan (or Internet Everywhere Service Plan if applicable) to a sharer on a Business Everywhere Service Plan.  
In each case, your Minimum Connection Period will stay the same.

*Downward movement*

- e. If your contract with Orange is an OBSCA or OBSMA, then downward changes to your Service Plan are governed by the terms set out in your agreement;
- f. If your contract with Orange is not an OBSCA or OBSMA, then regardless of anything in Orange's Standard Network Terms which states otherwise (a) you may only change down one Business Everywhere Service Plan step on a group plan and on one occasion only; and (b) that one step down can only occur after half the Minimum Connection Period or the leader has expired. For example, if you contracted to Flexible Data 90 on a twenty-four (24) month Minimum Connection Period, you can only change to Flexible Data 65 and only after you have been Connected to Data 90 for at least twelve (12) months. You cannot move down on Business Everywhere Unlimited or Business Everywhere Traveller as the price of these plans depend on your chosen Minimum Connection Period;
- g. You may not at any stage migrate from a Business Everywhere Service Plan to an Internet Everywhere Service Plan.

**Laptop with Mobile Broadband Service Plans – additional terms**

16. **availability:** Laptop with Mobile Broadband Service Plans are only available through selected direct channels – these are not available from any of Orange's third party retailers or channel partners.
17. **Minimum Connection Period:** Connections are subject to status and a minimum contract length of 24 months (or such longer Minimum Connection Period as stated in your agreement with Orange).
18. **pricing:** Laptop with Mobile Broadband pricing is described at [www.orange.co.uk/business/laptops](http://www.orange.co.uk/business/laptops).
19. **sharing:** You cannot add any sharers to Laptop with Mobile Broadband Service Plans.
20. **migration:** Regardless of anything stated to the contrary in any other terms (including Orange's Standard Network Terms), you cannot change your Laptop with Mobile Broadband Service Plan or move service plan during your minimum connection period.
21. **Laptop with Mobile Broadband Service Plans comprises:**
- data access is described for your chosen plan in the pricing information at [www.orange.co.uk/business/laptops](http://www.orange.co.uk/business/laptops); and
  - an inclusive Laptop. "Laptop" means the laptop computer (and any chargers, cables, cases, accessories, or other peripherals, but not your USB modem) supplied to you as part of your Service Plan (and excluding anything that you may separately purchase from Orange); and
  - a USB modem where required. Unless otherwise stated the USB modem is supplied without additional charge. The specification of the USB modem may change from time to time; and
  - A 24 month warranty package for your Laptop as described below. Your USB modem is not covered by this warranty.
22. **Laptop specifications:** The Laptop included with you Service Plan is described at [www.orange.co.uk/business/laptops](http://www.orange.co.uk/business/laptops) (which prevails over any conflicting information and as may be updated from time to time). The model and specification of the Laptop is subject to change without notice, but will be (in Orange's absolute discretion) of a comparable (or better) specification. Unless otherwise stated as part of the specification on [www.orange.co.uk/business/laptops](http://www.orange.co.uk/business/laptops) or which is pre-installed on the Laptop, no software is supplied as part of the Laptop with Mobile Broadband Service Plans.
23. **Laptop availability:** Your order is subject to availability of Laptops. Orange will endeavour to supply your Laptop to you as quickly as possible, but there could be delays including due to stock availability. If your SIM has Connected to the Orange Network, then your Service Plan will continue (and Charges will be payable) during any period of delay.
24. **Laptop compatibility:** Orange will test the Laptop and USB modem to ensure compatibility (where appropriate). There is no guarantee that the Laptop will work with any other device or application. USB modems are not guaranteed to work on other laptops.
25. **title:** Title to the Laptop passes to you when Orange accepts you as a customer on the Service Plan and the Laptop has been delivered to you. You will remain liable for the monthly charges for your chosen Service Plan for the Minimum Connection Period.
26. **Orange Care:** Care does not apply to the Laptop or USB modem. You can buy Orange Care separately for your USB modem.
27. **returns:** In the event that Orange agrees to the cancellation of a connection for whatever reason, then the Laptop as well as the USB modem (as applicable) must be returned to Orange with all the original packaging.
28. **warranty:** Your Laptop with Mobile Broadband Service Plan includes a warranty as detailed at <http://h40059.www4.hp.com/warranty/support/tc.php> (or such other URLs as may be notified from time to time), and full details will normally be included in the box with your Laptop. The warranty is provided to you by HP direct. In the event of an issue you must call Orange first. When appropriate, Orange will direct your claim to be processed through the notified HP technical helpline. The warranty lasts for 24 months from the date your Laptop is sent to you. Note, that if your Service Plan is longer than 24 months, you will only have the benefit of this warranty for the stated 24 months. If your Service Plan is terminated for any reason, then the inclusive warranty will cease. Check your warranty status at <http://www13.itrc.hp.com/service/ewarranty/warrantyInput.do?admit=109447627+1243437853466+28353475>.
29. Orange works with various partners to deliver these Service Plans to you. Those partners may receive your details and may make offers to you to take additional services. Orange is not responsible for any such additional services and has no liability for them.