Ebbe Device Plan Terms and Conditions

You should read these terms and conditions carefully:
We, us means Ebbe Fone Galleria Limited ("Ebbe"), a company registered in England with registered number 03092533.
Mobile Phone Equipment means any cellular or landline telephone, subsidies or any other items supplied under this contract.

The following additional terms and conditions apply to the provision by Ebbe of Mobile Phone Equipment supplied under the Ebbe Device Plan Terms and Conditions ("Ebbe Device Plan") are supplementary to the Ebbe Standard Terms and Conditions for Mobile.

If the Customer agrees to buy Mobile Phone Equipment using the Ebbe Device Plan, Ebbe will set up a recurring payment schedule to start within 1 month from date of despatch. The terms of Ebbe Device Plan will take precedence in the event of any conflict between it and the Ebbe Standard Terms and Conditions.

Ebbe Device Plan is only available to Customers who have an eligible mobile Airtime Agreement with/or through Ebbe.

Duration of Agreement

Unless terminated earlier the duration of this Ebbe Device Plan is 24/36 months from the date of the first instalment paid.

Repayments

Your monthly payments ("instalments") will be included in your monthly bill payable by Direct Debit on date set out by us.

Your obligation to make repayments under the Ebbe Device Plan is not contingent on us providing any goods or service other than the Mobile Phone Equipment in this Agreement.

Title and Risk

The risk in Goods supplied under this Agreement shall pass to you on completion of delivery.

Title to the Goods shall not pass to you until all payments as detailed in the Device Plan Payment Schedule have been received in full (in cash or cleared funds).

Until title to the Goods has passed to you, you shall:

a) Store the Goods separately from all other goods held so that they remain readily identifiable as our property.
b) Not remove, deface or obscure any identifying mark or packaging on or relating to the Goods
c) Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on our behalf from the date of delivery
d) Notify us immediately if you become subject to any of the events listed in clause 11.2.1 to clause 11.3.2 of the Ebbe Standard Terms & Conditions for Mobile available upon request or at www.ebbe.co.uk
e) Give us such information relating to the Goods as we may require from time to time

If, before title to the Goods passes to you, you become subject to any of the events listed in clause 11.2.1 to clause 11.3.2, then, without limiting any other right or remedy we may have:

a) Your right to resell the Goods or use them in the ordinary course of business ceases immediately; and
b) We may at any time require you to deliver up all Goods in your possession which have not been resold

Consequences of Default and Missed Payments

Missing or late payments could have serious consequences. You may have to repay what you owe early. It could result in legal proceedings being taken against you to recover what you owe. We may also take action under the Ebbe Standard Terms and Conditions for Mobile such as barring or disconnecting your Airtime Services.

In addition to the consequences of missed or late payments detailed above, we may serve a default notice on you, on the expiry of which we may terminate the Ebbe Device Plan and require you to immediately repay the outstanding balance (whether or not accrued due for payment), if you:

a) fail to pay us the Instalments or other sum due on the dates they are due; or
b) cancel the Direct Debit instruction; or

c) breach this agreement in any other material way; or
d) materially breach the Airtime Contract Agreement; or
e) materially breach the Ebbe Standard Terms and Conditions for Mobile; or
f) become bankrupt or are unable to pay your debts or if an interim order in bankruptcy is presented or made, or you become apparently insolvent; or
g) have a proposal for a voluntary arrangement made in relation to you; or
h) in Scotland, a grant of trust deed for the benefit of your creditors is presented or made; or
i) you die; or
j) you are convicted of an offence involving dishonesty.

If any of the events above occurs we will also have the right to block your SIM Card from using Airtime Services; and/or terminate the Ebbe Device Plan. You may be required to pay our reasonable costs (including legal costs and interest) of collecting unpaid sums or otherwise enforcing this agreement following your default or an event described in this section.

There are also the following charges for late or missed payments reflecting our reasonable administrative costs: £25.00 plus VAT Late payment charge.

Cost of the credit

The rate of interest which applies to the Ebbe Device Plan is 0% per annum subject to all instalments being paid on the dates set out by us.

Disposal of Device supplied under Ebbe Device Plan

You should not dispose of the Mobile Phone Equipment before you have fully repaid the balance on your Device Plan Payment Schedule. Any disposal of the Mobile Phone Equipment by you does not affect your obligation to repay in full the balance on your Device Plan Payment Schedule.

Early Repayment / Termination

You have a right to repay all or part of the credit early at any time. You must give us oral or written notice of your intention to make early repayment. Once the Ebbe Device Plan balance is paid in full this agreement is terminated.

If the Customer terminates the Airtime Contract, Ebbe may take the actions requiring the Customer to repay immediately the full outstanding amount for the Mobile Phone Equipment covered by the Ebbe Device Plan Agreement.

Ebbe retains the right to cancel the Ebbe Device Plan with 7 days written notice.

If your Airtime Contract is terminated (for example, if you give notice to terminate it for any reason, or we receive notice from another Network Operator that you have used a PAC code), we will treat that as notice to terminate the Ebbe Device Plan Agreement. We will have the right to require immediate repayment of the Ebbe Device Plan balance (whether or not accrued due for payment). We will give you notice of our intention to do this and will notify you of the Ebbe Device Plan balance you owe. We may also be entitled to charge you for early termination of your Airtime Contract as set out on the Ebbe Standard Terms and Conditions for Mobile.

If you wish to start a new Ebbe Device Plan this agreement must be paid in full before a new agreement can commence.

Where the minimum term of the Customers eligible Airtime Agreement expires prior to the end of the Device Plan duration and is not extended for a further contractual term with Ebbe no later than 28 days after expiry, Ebbe retains the right to require the Customer to repay immediately the full outstanding amount for the Mobile Phone Equipment covered by the Ebbe Device Plan Agreement.

Severability

If any part of this agreement is determined by a UK court to be invalid, illegal, void or otherwise unenforceable under any present or future law, then the remainder of this agreement shall not be affected thereby.

General Conditions

Your rights and obligations under these terms and conditions are personal to you/your company and may not be assigned by you to any third party. We may transfer our rights and/or obligations under these Terms and Conditions or any part thereof.