



1. These terms and conditions apply to all customers on any Business Sense Service Plan . Business Sense is available to Business customers connecting on line 1 only.
2. Business Sense pricing is described at www.orange.co.uk/business/sense. Any benefit or offer included within your Business Sense Service Plan will end if your use of that Service Plan ends. Usage outside of that included with your Service Plan will be charged at the relevant then current rate.
3. Connection is subject to status and an 12, 18, 24 or 36 month minimum connection period (or such longer minimum connection period) as stated in your agreement with Orange.
4. **Resigning (or upgrading):** The following rules apply when resigning or upgrading to Business Sense during your minimum connection period:
 - If your current contract with Orange is an OBSCA, OBSMA or OBA, then you can only re-sign or upgrade in accordance with the terms of that agreement;
 - If your contract with Orange is not an OBSCA, OBSMA or OBA, you can resign or upgrade in the final 3 months of your current Minimum Connection Period contract but the remaining duration of your current Minimum Connection Period will be added to your new Minimum Connection Period.
5. **Migration:** The following rules apply to changes to your Business Sense Service Plan during your minimum contracted connection period:
 - you can move to a higher Service Plan at any time;
 - If your contract with Orange is an OBSCA, OBSMA or OBA, then downward changes to your Service Plan are governed by the terms set out in your agreement;
 - If your contract with Orange is not an OBSCA, OBSMA or OBA then regardless of anything in your terms and conditions which states otherwise (a) you may only change down one Service Plan step and on one occasion; and (b) that one step down can only occur after half the minimum connection period contracted for that Service Plan has expired. For example, if you contracted to Business Sense 15000 on a 2 year contract, you can only change to Business Sense 12000 and only after you have used Business Sense 15000 for at least 12 months.
6. **Voice:**
 - Your Anytime Any Network Minutes include UK calls to Orange phones, UK landlines beginning with 01/02/03, other UK mobile networks and Orange answerphone. Calls to 05, 08 and 09 numbers, 07 call-forwarding services and any calls made whilst Roaming are not included and are charged at prevailing rates - see price guide for details. Inclusive voice minutes that you do not use will not rollover to the next month. Orange magic numbers does not apply. International calling is not included in your plan as standard and is charged at Orange standard rates.
7. **Sharing:** A leader on Business Sense can also have sharers. Each sharer is charged a monthly sharer fee as set out in the pricing information. If the leader of the Service 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 Business Sense Service Plan are set out in the pricing information.
8. **Orange Business Additions:**
 - **Faulty Replacement Service:** Service Plans that are 18 months or longer include Orange's Faulty Replacement Service for Business for your Minimum Connection Period subject to a maximum of 24 months. Faulty Replacement Service is subject to terms and conditions set out at www.orange.co.uk/business/faultyreplacement.
 - **Care:** Service Plans do not include Orange Care, but this may be purchased separately. Orange Care is subject to the terms and conditions set out at www.orange.co.uk/businessscare.
 - **Answerphone:** Where Service Plans include free calls to answerphone, those calls do not use inclusive minutes if they are made from your Orange mobile phone to your Orange answerphone whilst in the UK. Calls to your answerphone whilst roaming and use of the additional features such as answerphone call return, will be charged at your standard Service Plan rates.
 - **Itemised billing:** Business Sense Service Plans include free itemised billing. Itemised billing may be provided online.
 - **Best value mid-contract tariff review:** Where the Customer's Service Plan includes this, the Customer may request Orange to conduct the review. This request must be made within 30 days of the contract mid-point (which is when the leader has been connected for half the minimum connection period). Orange will promptly conduct the review and inform the Customer of the results. Orange will make a recommendation, based on a review against the current inclusive Service Plan range and will be limited to a single Service Plan step downwards or unlimited steps upwards, within Business Sense. Orange may, in its discretion, recommend a move to another Service Plan family (such as Business Infinity).
 - **Unlimited benefits:** unless stated otherwise, any unlimited benefits do not include Roaming services or allowances.
 - **Unlimited calls between sharers:** You won't be charged for Orange to Orange calls between users sharing the same plan on your account within the UK (subject to a fair usage policy*) and calls between sharers will not decrement your inclusive minutes.

**Orange operates a fair usage policy for calls between you and the sharers within your talk-share group. Orange reserves the right to monitor call duration and the number of calls made between sharers. If, in Orange's reasonable opinion, your usage and/or your sharers' usage is excessive (excessive use is currently classified as over 3,000 minutes per user per month but this is subject to change), Orange reserves the right to request that you*



and/or your sharers reduce your usage and, in the event of continued excessive use, to migrate you and/or some or all of your sharers to an alternative Service Plan for the remaining term of your contract.

- **Unlimited SMS between your sharers:** You won't be charged for Orange to Orange SMS between users sharing the same plan on your account within the UK (subject to a fair usage policy**), and SMS between sharers will not decrement any inclusive text.

***Orange operates a fair usage policy for SMS between you and the sharers within your talk-share group. Orange reserves the right to monitor the number of SMS made between sharers. If, in Orange's reasonable opinion, your usage and/or your sharers' usage is excessive (excessive use is currently classified as over 2,000 SMS per user per month but this is subject to change), Orange reserves the right to request that you and/or your sharers reduce your usage and, in the event of continued excessive use, to migrate you and/or some or all of your sharers to an alternative Service Plan for the remaining term of your contract.*

9. **Direct Debit:** Charges for payments not made by direct debit will be applied as set out in the price guide.
10. **Network terms:** Service is subject to Orange's "Standard Network Terms and Conditions for the Supply of Orange Network Services" which are stated (as appropriate) in:
 - your Customer Information Form, Business/Small Business CIF, OBSCA, OBSMA, OBA; or
 - the pay monthly Standard Terms and Conditions for the Supply of Orange Network Services, a copy of which can be found at the back of your Orange phone user guide and at <http://www.orange.co.uk/terms>.

With the exception of clause 5 above, where there is any inconsistency between these Business Sense terms and conditions and the Standard Network Terms and Conditions for the Supply of Orange Network Services, the latter will prevail.

11. Business 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;
 - For all other businesses, a copy of a business chequebook, plus an invoice on company headed paper or a business utility bill.
12. 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 without notice.
13. 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.