



Tech For All Service User Terms and Conditions

1. Definitions

- 1.1 “Guide Dogs” means The Guide Dogs for the Blind Association. A company limited by guarantee registered in England and Wales (291646) and a charity registered in England and Wales (209617) and Scotland (SCO38979).
- 1.2 “Vision Impairment” or “Visual Impairment” means an individual certificated or eligible to be certificated as Severely Sight Impaired (blind) or Sight Impaired (partially sighted).
- 1.3 “the Service User” means the parent or guardian who has applied for the Services and with whom the Recipient lives.
- 1.4 “the Recipient” means an individual with a Vision Impairment aged between 3 to 18 years of age at the time of application and who will utilise the Services.
- 1.5 “the Device” means either an Apple iPad 32GB, Space Grey, Wifi or Apple iPhone iPhone SE 64GB, White.
- 1.6 “the Service” or “Services” means the Tech For All proposition including the provision of a Device and where applicable associated access to Airtime Services.
- 1.7 “Airtime Service(s)” means those aspects of the Services supplied by EE via the SIM Card enabling access to EE mobile telephony services.
- 1.8 “SIM Card” means a subscriber identity module supplied to the Service User by EE.
- 1.9 “BT” means British Telecommunications PLC.
- 1.10 “EE” means EE Limited.



2. These terms and conditions will apply following acceptance by Guide Dogs of an application for Services.
3. Guide Dogs will supply, free of charge, to the Service User for use by the Recipient a Device and where applicable a SIM Card .
4. The Device, and where applicable a SIM Card, will be processed and delivered to the Service User by BT directly to the address provided by the Service User on the application form.
5. The Service User acknowledges that Guide Dogs shall and consents to Guide Dogs sharing their details with BT for the purposes of enabling BT to send the Device and where applicable SIM Card to the Service User and to subsequently process returns. Information on how BT will processes the Service User's personal data can be found at: www.bt.com/privacy-policy.
6. Where the Service User has applied for and Guide Dogs has accepted Airtime Services as part of the application for Services, the Service User acknowledges that Guide Dogs shall and consents to Guide Dogs sharing their details with EE for the purposes of enabling EE to issue the SIM Card to the Service user and to subsequently process returns. Information on how EE will processes your personal data can be found at eeprivacycentre/ee-privacy-policy
7. The supply of a Device is subject to availability of stock, and Guide Dogs may change or withdraw the Device and or Service at any time.
8. Guide Dogs may substitute the Device with another piece of equipment of similar value in the event that the Device is not available.

Device

9. The Service User shall sign for the Device upon delivery.
10. The Service User shall notify BT via the dedicated website portal at www.bt.com/guidedogs of any damage to the Device (other than damage caused by any act or omission by the Service User) or any other discrepancy in the Device including any faults in the Device within 28 working days from the date of delivery. Such notification should include model and part numbers of affected Device.



11. Ownership and risk in the Device will transfer to the Service User immediately upon Guide Dogs discharging to BT the purchase price of the Device in full.

12. The Service User shall be responsible for payment towards the upkeep of The Device and any software, including replacement, insurance, antivirus/security software and maintenance.

13. The Service User shall not to sell or transfer the Device to any third party within five years of receipt of it.

Airtime

14. If Airtime Services are successfully applied for the SIM Card will be supplied by EE and will allow access, subject to network availability, to the EE network.

15. Guide Dogs will be the customer of EE for Airtime Services and will be responsible for payment of charges incurred via the SIM card.

16. The Recipient will be the user of Airtime Services but neither the Recipient nor the Service User shall be liable for nor shall be responsible to discharge payment of Airtime Service charges.

17. The Service User acknowledges and agrees that

17.1 Airtime Services are provided by EE and not Guide Dogs;

17.2 Guide Dogs does not warrant the availability or quality of the Airtime Services or network coverage;

17.3 Guide Dogs is not responsible for the delivery of or quality of Airtime Services;

17.4 Airtime services will be provided to the Service User for a maximum of 12 months (“the Airtime Period”) from the date of connection of the SIM Card;

17.5 the usage of Airtime Services are subject to a monthly cap (“the Cap”);



17.6 the Cap is determined by Guide Dogs at its absolute discretion and may change from time to time;

17.7 whilst Guide Dogs will endeavour to keep the Service User informed as to the amount of the Cap it is not obligated to do so;

17.8 access to Airtime Services may be suspended or curtailed at anytime and without notice. Such may occur, amongst other reasons, if the Cap is reached or EE implement a suspension;

17.9 Airtime Services may enable access to the internet and that the Service User shall be responsible for the Recipient or any other party's such access which is solely at the Service User's risk. Neither Guide Dogs nor EE has control over and are not responsible or liable in any way for any content offered by third parties on or through the Airtime Services;

17.10 they retain responsibility for, and control of, content which the Recipient or any other user sends or passes over the EE network;

17.11 EE may monitor and record calls or other communications to emergency services and calls or other communications relating to EE customer services and telemarketing;

17.12 that they shall

17.12.1 keep confidential and not disclose to any third party any customer account password, personal identification code, number or name issued by Guide Dogs or EE permitting access to the Airtime Services;

17.12.2 provide in a timely manner any information and/or assistance Guide Dogs or EE requires in order to supply the Airtime Services ensuring the continuing accuracy and completeness of such information;

17.12.3 comply with any manuals, guidance and any reasonable instructions issued by Guide Dogs, EE or relevant third party manufacturer or supplier concerning the use of the Airtime Services and co-operate with Guide Dogs and/or EE's reasonable security and other checks.



17.12.4 only use or allow to be used by the Recipient equipment which is authorised by Guide Dogs or EE (such authorisation not to be unreasonably withheld) and compatible for use on the EE network;

17.12.5 inform Guide Dogs or EE upon becoming aware of any suspected or actual unauthorised use of the equipment and take all steps necessary, including any steps requested by Guide Dogs or EE, to prevent such use;

17.12.6 not operate or allow the Recipient or any other party to operate without obtaining prior written consent from Guide Dogs or EE, whether directly or through a third party, any device to route or re-route voice, data or other services on, from or to the EE network, including without limitation:

- i. any GSM Gateway, or
- ii. any device used to forward or divert calls with the intention of reducing charges for that call;

17.12.7 comply with all licence terms as required from time to time for any software;

17.12.8 not use or allow the Recipient or any other party to use the Airtime Services:

- i. for any unlawful or improper purpose or in such a manner that will or may impair the operation of the EE network or EE's provision of the Airtime Services to the Service User or other users,
- ii. in any way which causes annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003, nor use the EE network or the Airtime Services to send spam or unsolicited communications without the receiver's consent,
- iii. to send, store, communicate or knowingly receive content which is abusive, indecent, defamatory, obscene, menacing, unlawful or a nuisance;

17.12.9 not knowingly distribute malicious software or permit the hacking or unauthorised modification of any equipment or software or the EE network;



17.12.10 comply with any applicable fair use policy that EE may issue from time to time; and

17.12.11 comply with all applicable regulatory provisions, laws, codes of conduct and guidelines.

18. At the end of the Airtime Period Guide Dogs shall endeavour, but shall not be obligated, to arrange for the Service User and or Recipient to become a direct customer of and obtain direct supply of Airtime Services from EE. In the event of a direct supply arrangement occurring the Service User and/or Recipient shall then be responsible for all charges levied by EE for Airtime Services.

General

19. The Service User shall be responsible for payment towards the upkeep of the Device and any software, including replacement, insurance, antivirus/security software and maintenance.

20. This agreement is personal to the Service User and may not be assigned by the Service User to any other party including but not limited to the Recipient.

21. The headings to this agreement and any headings to clauses within it are for convenience only and shall not affect the meaning of these terms and conditions.

22. No amendment or addition to these terms and conditions shall be effective unless made in writing and signed by or on behalf of both parties.

23. These terms and conditions shall be governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.