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Registered Office

The following is an introduction statement that can be used at the start of our terms and conditions if you are listing multiple terms e.g. what's new Magazine, alternatively please ensure the copy from the second bullet is included at the end of the terms and conditions you are using for each package/promotion.

- The following points apply to all terms and conditions. Service is subject to the 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. Where there is any inconsistency between these Terms and Conditions, and the Standard Terms and Conditions for the Supply of Orange Network Services, the latter will prevail. Orange reserves the right to amend, vary or cancel these terms and conditions or to withdraw a promotion at any time upon reasonable notice. For the full terms and conditions, please visit orange.co.uk. 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.
- 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. Where there is any inconsistency between these Terms and Conditions and the Terms and Conditions for the supply of Orange Network Services the latter will prevail. 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.

Freephone calls

All 0800/0808 and 0500 freephone calls will cost 15p per minute (inc. VAT) on all Orange tariffs and up to a maximum of 25p on pay as you go Calls to these numbers are not part of inclusive minutes. Orange Value Promise tariff customers will still pay the competitor's rate for freephone calls. Charity lines supported by the Telephone Helpline Association will be free.

Pay monthly packages

These terms and conditions apply to new and existing customers connecting or upgrading to a Dolphin, Canary, Raccoon or Panther "Animal Package" from 1st March 2008 to 31 October 2008. Connection is subject to status and a 12 month minimum term contract or longer minimum connection period as stated in your agreement with Orange. Existing customers will be subject to the Our Customers First terms and conditions. See orange.co.uk/terms. You will not be able to switch to a lower Service Plan for the first 6 months of a 12

month contract, the first 9 months of an 18 month contract or the first 12 months of a 24 month contract. After the first 6, 9 or 12 months, as appropriate, you may switch to the next lowest value Service Plan once only for the remainder of your contract term. You are able to switch to an equivalent or higher Service Plan at any time. Your Anytime Any Network Minutes include UK calls to Orange phones, standard UK landlines (those beginning with 01/02/03), other UK mobile networks and Orange answerphone. Calls to freephone numbers (0800, 0808 and 0500) and non geographic numbers (0845 and 0870) are not included in bundle and will be charged at 15p and 20p respectively. Calls to 07 call forwarding services, 070 and 08 and 09 numbers are not included in bundle and will be charged up to a maximum of 20p/min, 55p/min, 55p/min and £1.70/min or per call for 09 numbers. See the price guide for details. If you do not use your inclusive minute allocation for the month it will not rollover to the next month. Out of bundle calls will be subject to a minimum call charge of 5p and will be charged at 12p per minute for calls to standard UK landlines (those beginning with 01/02/03), Orange mobiles and answerphone. Out of bundle calls to other UK mobile networks will be charged at 35p per minute. Charges for payments not made by direct debit will be applied as set out in the price guide. Charges will also apply for itemised billing as set out in the price guide. Itemised bills can be viewed online via My Account. Your text allowance is for standard person to person text messages sent within the UK. If you do not use your messaging allocation for the month it will not rollover to the next month. Out of bundle texts will be charged at your Service Plan rate. SMS delivery receipts are charged at 1p (inc VAT) per message. Any "unlimited" offers are subject to the Orange Unlimited Bundles terms. See orange.co.uk/terms.

Dolphin Service plan

Where included in the Plan, your text messages are for standard person to person text messages sent within the UK. They can be used at any time of the day.

Raccoon Service plan

Where included in the plan, your Fixed Line minutes are for calls to standard UK landlines only (those beginning with 01/02/03). They can be used at any time of the day.

Canary Service Plan

Where included in the plan, your Orange to Orange minutes are for calls to other Orange phones and Orange answerphone. They can be used at any time of the day.

Panther Service plan

For all Panther Service Plans customers will receive free calls to answerphone. The free calls to answerphone will not decrement the inclusive minutes bundle. Free retrieval of Orange answerphone voice messages - applies to calls made from your Orange mobile phone to your Orange answerphone whilst in the UK only. Please note that use of the additional features such as answerphone call return will be charged at your standard Service Plan rates. For all Panther Service Plans, customers will receive free itemised billing for the duration of time that you remain on a Panther Service Plan. All Panther Service Plans are eligible to receive an "unlimited" benefit. Alternatively, customers can substitute one of the "unlimited" benefits for the anytime mobile internet browsing bundle. The Anytime mobile internet browsing bundle is subject to a limit of 250MB per month. Any usage beyond this limit during the month will be charged at your standard service plan rates. Mobile internet browsing is subject to the Mobile Internet Bundles terms and conditions set out above.

Off-peak Mobile Internet Browsing

These terms are subject to the Mobile Internet Bundles terms set out above. Evening and weekend mobile internet browsing is subject to a fair usage policy of 1000 MB per month. Usage above this amount will constitute abuse and Orange may monitor usage and withdraw the Offer from your account if the fair usage policy is abused. Evenings are between 7pm and 7am Monday to Friday and weekends are from 7pm Friday to 7am Monday.

Unlimited Bundles

These Offers are available to new and existing customers connecting or upgrading to an Eligible Talkplan (as defined below) between 1st March 2008 and 31 October 2008 (an "Eligible Customer").

The Offers are subject at all times to a fair usage policy of 3000 minutes or texts (as appropriate) each month. Usage above this amount will constitute abuse and Orange may monitor usage and withdraw the Offer from your account if the fair usage policy is abused. Text Messages are standard person to person texts within the UK. Fixed Line Calls are calls in the UK to standard UK landlines (beginning 01/02/03). Orange to Orange Calls are for calls made to other Orange phones and Orange answerphone whilst in the UK. Once the Offer is applied to your account you will continue to receive the Bundle for the life of your contract. If your account is terminated for any reason or you migrate to a different (non-eligible) talkplan the Offer will be removed from your account.

Text, Fixed Line & Orange to Orange Any Time Bundles

The Offer is subject to an 18 or 24 month minimum term contract (or such longer minimum connection period as stated in your agreement with Orange). The Offer is subject to the PAYM Animal Packages Terms and Conditions. See orange.co.uk/terms. To qualify for the Offer for 18 month plans you must be on Dolphin £25, Dolphin £30, Dolphin £35, Dolphin £40, Racoon £25, Racoon £30, Racoon £35, Canary £30, Canary £40, Panther £45, Panther £55 or Panther £75 (each an "Eligible Talkplan"). The Offer will be available at a discount of £5 per month if you take out a 24 month plan. The Offer provides Eligible Customers with one of the following "Unlimited Bundles":

- Dolphin packages - Unlimited Text Messages
- Racoon packages - Unlimited Fixed Line Calls
- Canary packages - Unlimited Orange to Orange Calls
- Panther packages - Your choice of any one of the Unlimited Bundles or 250MB Anytime mobile internet browsing benefits

Mobile Internet Bundles

Mobile internet browsing is subject to the monthly limit set out in your service plan terms and conditions. Mobile internet browsing is not to be used for other activities, such as using your handset as a modem, non-Orange internet based streaming services, voice or video over the internet, instant messaging, peer to peer file sharing, non-Orange internet based video. Should you exceed your monthly limit or if such use is detected, notice may be given and Network protection controls may be applied to all services which Orange does not believe constitutes mobile browsing. This may result in, at Orange's discretion, your inability to purchase the Offer, a reduced speed of transmission, suspension of data browsing services and/or suspension of your account. Any unused part of the bundle will not rollover to next month. Mobile internet browsing is for use within the UK only. Any use outside the UK will be charged at the relevant international rates. Mobile Internet browsing does not include event charges such as for ringtones or games (transport costs for these events are included). Usage within the Offer will not contribute to any rewards or other promotions offered by Orange from time to time. Downloading or applying for the Offer may result in the suspension or deletion of any previous data bundle (or data tariff) on your Device.

SIM only bundles

To qualify for the Offer you must be on Dolphin £15, Dolphin £20, Dolphin £25, Racoon £15, Racoon £20, Racoon £25 or Panther £30 (each an "Eligible Talkplan"). The Offer is subject to the SIM Only Terms and Conditions. See orange.co.uk/terms. The Offer provides Eligible Customers with one of the following "Unlimited Bundles":

- Dolphin packages - Unlimited Text Messages
- Racoon packages - Unlimited Fixed Line Calls
- Panther packages - Your choice of either unlimited text messages or 250MB of Anytime mobile Internet browsing benefits

SIM only unlimited update

All Evening and Weekend Bundles can be used between 7pm and 7am, Monday to Friday and from 7pm Friday to 7am Monday. All Weekend Bundles can be used between 7pm Friday and 7am Monday

SIM only - If these terms appear on the same page as pay monthly packages including SIM only then you do not need to repeat the Mobile internet bundles and service plan terms and conditions.

These terms and conditions apply to new and existing customers connecting to a SIM Only Dolphin, Canary, Racoon or Panther "Animal Package" from 1st March. No handset is included. Connection is subject to status. Before you can use your SIM card in your existing phone you may need to get your previous network or service provider to unlock the handset. A charge may be payable. Customers on Business Plans or Line 2 accounts are not eligible for the Orange PAYM SIM Only Plans. The Orange SIM Only Plans are not available in conjunction with other Orange promotions unless stated otherwise, or Customer Service Plan discounts or bundles. These will be removed from your account when you opt for this plan. To be eligible for these PAYM SIM Only Plans, you must pay by Direct Debit. You may switch to a higher or lower SIM Only Service Plan after your first Billing Date. Only one Service Plan change per month is permitted. In the event you do switch Service Plan you must give us not less than 10 days notice before your billing Date. Service Plan changes will take effect after your next bill. You must complete 3 months on your SIM Only Service Plan before you are eligible to migrate to a PAYM Service Plan. If you wish to migrate from a PAYM Service Plan to a SIM Only Service Plan you may do this at any time, but if you are still in contract you will need to pay any outstanding line rental in relation to your PAYM Service Plan. Your Anytime Any Network Minutes include UK calls to Orange phones, standard UK landlines (those beginning with 01/02/03), other UK mobile networks and Orange answerphone. Calls to freephone numbers (0800, 0808 and 0500) and non geographic numbers (0845 and 0870) are not included in bundle and will be charged at 15p and 20p respectively. Calls to 07 call forwarding services, 070 and 08 and 09 numbers are not included in bundle and will be charged up to a maximum of 20p/min, 55p/min, 55p/min and £1.70/min or per call for 09 numbers. See the price guide for details. If you do not use your inclusive minute allocation for the month it will not rollover to the next month. Out of

bundle calls will be subject to a minimum call charge of 5p and will be charged at 12p per minute for calls to standard UK landlines (those beginning with 01/02/03), Orange mobiles and answerphone. Out of bundle calls to other UK mobile networks will be charged at 35p per minute. Any "unlimited" offers are subject to the Orange Unlimited Bundles terms. See orange.co.uk. Charges will apply for itemised billing as set out in the price guide. Itemised bills can be viewed at no charge online via My Account. Your text allowance is for standard person to person text messages sent within the UK. If you do not use your messaging allocation for the month it will not rollover to the next month. Out of bundle texts will be charged at your Service Plan rate. SMS delivery receipts are charged at 1p (inc VAT) per message. If you wish to terminate your PAYM SIM Only account, you must give Orange 30 days notice. The contract will be terminated on the next billing date after this notice period has elapsed. PAYM SIM Only customers are not eligible for Orange Care.

£15 Tariffs

Unlimited texts and 100 minutes available on Dolphin £15 on a 24 month contract. Unlimited texts subject to fair usage. Subject to status and a minimum 24 month contract. Customers who wish to connect to a 18 month contract will not be eligible for unlimited texts. Customers connecting to a 18 month £15 contract will be eligible for 300 texts and 100 minutes. Please ask in store for eligible handsets for this promotion. Existing customers must be in the last three months of their contract ask in store for more details.

Mobile Internet Bundles

Mobile internet browsing is subject to the monthly limit set out in your service plan terms and conditions. Mobile internet browsing is not to be used for other activities, such as using your handset as a modem, non-Orange internet based streaming services, voice or video over the internet, instant messaging, peer to peer file sharing, non-Orange internet based video. Should you exceed your monthly limit or if such use is detected, notice may be given and Network protection controls may be applied to all services which Orange does not believe constitutes mobile browsing. This may result in, at Orange's discretion, your inability to purchase the Offer, a reduced speed of transmission, suspension of data browsing services and/or suspension of your account. Any unused part of the bundle will not rollover to next month. Mobile internet browsing is for use within the UK only. Any use outside the UK will be charged at the relevant international rates. Mobile Internet browsing does not include event charges such as for ringtones or games (transport costs for these events are included). Usage within the Offer will not contribute to any rewards or other promotions offered by Orange from time to time. Downloading or applying for the Offer may result in the suspension or deletion of any previous data bundle (or data tariff) on your Device.

Dolphin Service plan

Where included in the Plan, your text messages are for standard person to person text messages sent within the UK. They can be used at any time of the day.

Racoon Service plan

Where included in the plan, your Fixed Line minutes are for calls to standard UK landlines only (those beginning with 01/02/03). They can be used at any time of the day.

Canary Service Plan

Where included in the plan, your Orange to Orange minutes are for calls to other Orange phones and Orange answerphone. They can be used at any time of the day.

Panther Service plan

For all Panther Service Plans customers will receive free calls to answerphone. The free calls to answerphone will not decrement the inclusive minutes bundle. Free retrieval of Orange answerphone voice messages - applies to calls made from your Orange mobile phone to your Orange answerphone whilst in the UK only. Please note that use of the additional features such as answerphone call return will be charged at your standard Service Plan rates. For all Panther Service Plans, customers will receive free itemised billing for the duration of time that you remain on a Panther Service Plan. All Panther Service Plans are eligible to receive an "unlimited" benefit. Alternatively, customers can substitute one of the "unlimited" benefits for the Anytime mobile internet browsing bundle. The Anytime mobile internet browsing bundle is subject to a limit of 250MB per month. Any usage beyond this limit during the month will be charged at your standard service plan rates. Mobile internet browsing is subject to the Mobile Internet Bundles terms and conditions set out above.

Our Customers First

Orange is making its pay monthly offers available to both new and existing customers subject to these terms and conditions (the "Promotions"). Any Promotion you choose will be subject to separate additional terms and conditions applicable to that particular promotion. Promotions are not available in conjunction with certain other Orange promotions. These will be removed upon the application of the Promotion to your account. Orange reserves the right to amend these terms and conditions and to amend, replace or withdraw the Promotions on providing reasonable notice to you.

Existing customers ask in store for details. Eligible Customers must be on an eligible tariff which will be set out in each promotion. You may participate in only one Promotion during your minimum contract term. By taking a Promotion, Eligible Customers agree to be

subject to a contract with a minimum term of at least 12 or 18 months as set out in the Promotion terms. If you choose a handset upgrade your minimum contract term will be at least 18 months.

Pay monthly Magic Numbers

'Free and unlimited calls to your Magic Numbers' ("The Promotion") has been extended until 31 October 2008 to: New customers who connect to an 18-month or 24-month Animal package; For Existing customers who are not on an Animal package and are staying on their service plan, Magic Numbers are available to customers who have 3 months of their minimum term to complete eg, you are in: month 10 of a 12 month contract; month 16 of an 18 month contract; month 22 of a 24 month contract. By taking Magic Numbers without migrating to an Animal package, eligible Customers agree to be subject to a minimum contract of 12 months (depending on which Talkplan you are on). If you choose a handset upgrade your contract term will be 18 months; Existing customers migrating to an Animal package on an 18 month or 24 month contract will have Magic Numbers included in their service package together with a handset upgrade, providing you are upgrading within an Orange Shop, Customer Services or orange.co.uk. Once the phone is registered and active the customer will be able to enter their first Magic Number via the 'Your Account' section within the Orange web portal orange.co.uk/youraccount or through Customer Services by calling 150 from an Orange PAYM phone or 07973 100150 from any other phone. A Magic Number can only be a personal phone number managed by Orange UK on the Orange Mobile UK network or the Orange UK Broadband Access network as part of the Wireless & Talk Service. On entry of a Magic Number, Orange will check to ensure that this Orange number is within the Orange number ranges and not one that has been excluded. It could take up to 24 hours for the Magic Number benefit to become active. Once the customer has entered the Magic Number system for the first time the customer will be entitled to nominate an additional Magic Number every 6 months. There is no limit to the number of Magic Numbers that the customer can have attached to their account, but only one number can be nominated every six months. The customer does not have to enter and save their Magic Numbers as soon as they become available, they can enter them at any time. The customer will be able to change any of their Magic Numbers once every 6 months, and every change will be confirmed to the customer by text message. It could take up to 24 hours for the Magic Number benefit to become active. Calls to a Magic Number will be free of charge. The Promotion is only available for standard person-to-person voice calls between Orange numbers at any time while within the UK. All other calls and services are excluded and will be charged at standard rates. Standard roaming rates will apply to Magic Numbers while calling from abroad. The Magic Numbers service is a one-way reward, the nominee will not receive any reward, only the nominator will receive the reward. A Magic Number will be removed from the customer's list if the number is ported out to another network or the number is disconnected for any other reason. Orange reserves the right to exclude numbers from being selected as a Magic Number and to remove numbers from the Magic Numbers list of any customers at any time. Once a Magic Number has been removed the customer will receive confirmation by text message advising they are able to nominate a replacement Magic Number. It could take up to 24 hours for the Magic Number benefit to become active. A customer migrating to a 12 month segmented proposition or to a pay-as-you-go proposition will lose the benefit of the Magic Numbers service when they notify Orange of their intent to make this change. The Promotion is subject at all times to a fair usage policy. Orange reserves the right to request that subscribers exceeding the limits set out below reduce their usage. In the event that usage continues to exceed these limits, Orange may at its discretion remove Magic Numbers from your account and refuse further access to the Promotion. Currently high usage of the Offer is defined as more than 3 hours per Magic Number per day. Orange reserves the right to introduce a Charge for calling a Magic Number at any time. Any increases will be posted on orange.co.uk/magic. Once any increase has commenced, customers will be deemed to accept these changes if they continue to use Orange Services. Orange reserves the right to suspend the addition of further nominated numbers to a customer's list and to remove numbers from the nominated number lists of any customer at any time. Customers on Business tariffs, line 2, sharer service plan, OVP Virgin, Everyday 50, Liberate, Planahead and Boxed & Ready are not eligible for the promotion.

Magic Numbers Loyalty Promotion

The Magic Numbers Loyalty Promotion (the "Promotion" is available from 1st September 2006 and applies to existing Pay Monthly customers, subject to the additional "Our Customers First" terms set out above (the "Eligible Customers"). The Promotion is the current Magic Number offer of the day for the life of your contract. Connection is subject to status and a 12-month minimum term contract, or as otherwise set out in the "Our Customers First" terms above. Subject to terms above, customers selecting another Our Customers First promotion at the end of their minimum contract term will continue to receive the Magic Numbers Promotion, Customers on Business tariffs, line 2, sharer service plan, OVP Virgin, Everyday 50, Liberate, Planahead and Boxed & Ready are not eligible for the promotion. You will cease to be eligible for the Promotion if your account is terminated for any reason, you migrate to a non eligible tariff, you disconnect and reconnect, move to pay as you go take up another "for life" offer which is not compatible with Magic Numbers. In any of these circumstances your Magic Numbers benefit will cease with immediate effect and calls will be charged at your standard plan rates.

Discount Line Rental Promotion

The line rental discount promotion (the "Promotion") is available from 1 September 2005 and applies to existing customers, subject to the additional "Our Customers First" terms above (the "Eligible Customers"). The Promotion is 10% discount off your monthly line rental

for your contract term. At the end of your minimum contract term you will be able to either select another Our Customers First Promotion or increase the discount off your monthly line rental by 5% for your next minimum contract term, subject to a maximum of 25% discount off your monthly line rental. Any additional line rental discount will apply from your next bill date. Customers selecting another Our Customers First Promotion at the end of their minimum contract term will continue to be entitled to receive 10% discount off their monthly line rental. Connection is subject to status and a 12-month minimum contract, or as otherwise set out in the "Our Customers First" terms above. Customers on Business tariffs, line 2, sharers on a sharer service plan, OVP Virgin and Boxed & Ready are not eligible for the Promotion. If your account is terminated for any reason or you migrate to a non-eligible tariff you will cease to be eligible for the Promotion. Our Customers First terms and conditions also apply.

500MB £5 Data Bundle Offer Ts and Cs

1. The Offer is a 500MB capped data bundle for £5 per month ("the Offer") and applies to new and upgrading pay monthly customers who sign up to an Animal Package (excluding Panther and SIM Only customers) with a minimum term 12/18/24 month contract between 26th December 2008 and 31st March 2009.
2. The offer is only available at point of connection to an Animal Package as set out above.
3. The offer is available through Orange Retail, online at www.orange.co.uk, via telesales, and via upgrades.
4. Any data usage over and above the 500MB cap will be charged at £0.98/MB (at a prevailing VAT rate of 15%, future changes to the VAT rate will affect the value of this out of bundle charge). Standard Animal Package data usage terms and conditions apply.
5. The Offer is not available with any other offer and/or promotion unless otherwise specified.
6. Orange reserves the right to amend, vary, or cancel these terms and conditions or to withdraw the Offer on providing reasonable notice to you.
7. In the event that your account is terminated for any reason, including, but not limited to non payment Orange reserves the right to refuse re-connection to the Offer.
8. Service is subject to the 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. Where there is any inconsistency between these Terms and Conditions, and the Standard Terms and Conditions for the Supply of Orange Network Services, the latter will prevail.