



Bill Cap Terms and Conditions

Usage Monitoring Terms & Conditions

The Usage Monitoring and Auto Barring Service is part of our service to help reduce “bill shock”. We will use reasonable endeavours to control usage. However, in certain circumstances that are beyond our control, such as delays in call data being received from the network, overall charges may exceed the threshold and are still liable to be paid for under your Mobile Agreement terms & conditions.

Bill Spend Cap Terms & Conditions

The Bill Spend Service is a tool to help reduce “bill shock”. However, in certain circumstances that are beyond our control, such as delays in call data being received from the network, overall charges may exceed the threshold and are still liable to be paid for under your terms & conditions.

The agreed Bill Spend Cap set at point of placing the order is not set for the duration of the contract, the Bill Spend cap can be amended or removed at any point during the contract.

Bill Spend Cap Usage Measurements

Usage is monitored daily after the daily billing feed has completed, after the daily billing feed has completed the Alerts Bars and Caps are run and applied where necessary.

Bill Spend Cap Overspend

If a CLI with bill spend cap exceeds their agreed Bill Spend Cap limit the additional charges will be billed as normal at full RRP rates, a service charge refund will be applied to your account to the value of call charges exceeding the agreed Bill Spend Cap limit, and these charge descriptions are:

VF Bill Spend Cap Refund

O2 Bill Spend Cap Refund

EE Bill Spend Cap Refund

What is a Bill Spend Cap?

Business customers will be able to choose to apply a Spend Cap on their monthly tariffs to control spend on out-of-bundle charges.

Any chargeable usage outside of end user monthly allowance or outside of any Bolt On allowance will count towards end user Spend Cap.

We'll email the bill payer, if requested, when our systems detect that the end user has used 80% of their Spend Cap, and again if they use 100%. If the Spend Cap is set at £0 or once it reaches 100%, any further chargeable out-of-bundle usage may not be possible. This means that if the end user uses their monthly allowance and any Bolt On allowance, any additional chargeable usage may be barred. Charges Apply

Which tariffs can I take a Bill Spend Cap on?

Spend caps are available to new and resigning customers on most of our tariff offerings. The only tariffs excluded are those with shared tariffs or bundles or PAYU tariffs.

Can I choose any value of Bill Spend Cap?

Yes, any value from £0 can be applied. Customers can also choose to have no spend cap at all.

What counts towards the end user's Bill Spend Cap?

Any chargeable usage outside of the monthly allowance or outside of any Bolt On allowance including, but not limited to;

- * Additional calls, texts and data usage.
- * Calling and texting non-geographical or premium rate numbers
- * Calling and texting any international number from the UK.
- * Calling and texting any number outside of our Europe Zones when you're in our Europe Zone (excluding the UK).
- * Calling, texting and using data when you're in a country which is outside of our Europe Zone.
- * Calling directory enquiry services.
- * The charge you pay for accessing any third-party services.
- * Any charity donations made from your phone.

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What doesn't count towards the Bill Spend Cap?

- * Recurring charges for the Airtime Plan, Device Plan, and insurance.
- * The price for purchasing a Bolt On which you opt-in to e.g. some Daily Data additions
- * Any charges relating to the management of your account which includes, but is not limited to, paper bills, itemised paper bills and late payment fees.
- * Any charges for third party services (our access fees for these services are however covered in your Spend Cap as set out above).

What happens if an end user reaches their Bill Spend Cap?

Any further chargeable out-of-bundle usage may not be possible. If they use up their monthly allowance and any Bolt On allowance they may have, additional calls, texts and data usage may be barred. End users will always be able to make calls to emergency services from their mobile.

How often can customers change their Bill Spend Cap?

- Once a day, the bill payer (or the end user, if authorised by the bill payer) can add, remove or reduce their Bill Spend Cap at any point by calling the Lister Communications; if the end user has hit their spend cap it is not possible to increase the amount with a new cap until the next billing period.
- Only the bill payer can amend, remove or add a Bill Spend Cap unless the end user is authorised by the bill payer to do so.
- Adding and reducing a Bill Spend Cap will take effect at **12:00pm on the next working day.**
- Removing a Bill Spend Cap can take up to 24 normal working hours to take effect.
- For each monthly billing period, we'll apply the Bill Spend Cap which is active at the end of the month to the entirety of that billing period (subject to the above if the bill payer has reached their Bill Spend Cap).
- Until the Bill Spend Cap is in place, a bill payer shall remain liable for any unbilled charges up to the time that the Bill Spend Cap becomes effective, even if this means that the Bill Spend Cap is exceeded.
- Where it becomes clear that the bill payer is abusing this system in order to avoid call charges, attempting to circumvent the payment of due charges or is making excessive requests (for example, a bill payer has requested a Bill Spend Cap to be increased and then reduced more than a reasonable number of times in a week (Yo-Yo requests)) then Lister Communications may, at its sole discretion, extend the period of time that it takes to implement the relevant Bill Spend Cap and/or refuse to implement the Bill Spend Cap due to abuse of the system.

What can the bill payer (or the end user, if authorised by the bill payer) do if they reach their Bill Spend Cap Limit but want to make additional chargeable usage?

- The bill payer (or the end user, if authorised by the bill payer) may remove or revise their Bill Spend Cap by calling or emailing Listers' Mobile Support Team.
- A bill payer may not amend their Bill Spend Cap if it has or is likely to reach the Bill Spend Cap. In such circumstances, the Bill Spend Cap may only be removed or increased provided that the bill payer has agreed to pay any unbilled charges.
- The bill payer (or the end user, if authorised by the bill payer) must agree in writing to pay for any charges incurred that have been made above the agreed bill cap before the Bill Spend Cap can be removed. This must have been communicated to Lister Unified Communications in writing in accordance with the new legislation.

***Please Note!** The estimated cost is based on the latest data feed we have received from the network. Further charges may have already been incurred.

If you wish for the Bar to be removed, the bill payer (or the end user, if authorised by the bill payer) **must agree in writing** to pay any unbilled usage before the Bar can be removed. If the bill payer does not agree to pay any unbilled usage (the current amount of which is set out above but may be more), then the Bar will remain in place and the bill payer will only be billed up to the agreed Bill Spend Cap.

PLEASE READ CAREFULLY. By removing the Bar, you are agreeing:

- **You are, or have authority of, the bill payer to remove the Bar**
- **You agree that you will be responsible for and will agree to pay any unbilled usage up to the time the Bar was put in place, and any further charges incurred**
- **You are responsible for informing Lister Communications when and if you wish to have the spend cap/bar back in place otherwise it may remain uncapped.**

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