

Terms & Conditions of Service

LAST UPDATED JANUARY 2026

These Terms and Conditions (“Terms”) govern your use of the telecommunications and related services (“Services”) provided by Giant Pea Ltd T/A MyFone® Communications (“MyFone”, “we”, “us”, “our”). By registering for or using the Services, you agree to be bound by these Terms.

1. Definitions & Interpretation

In these Terms:

- “Agreement” means these Terms and Conditions and any related order or service agreement between you (“Customer”) and MyFone.
- “Customer” means the person, firm or company taking services from MyFone.
- “Service” means any telecom, VoIP, SIP, number, call or related service provided by MyFone.
- “Subscription Fees” means recurring charges for Services.
- “Call Charges” means charges incurred for calls.
- “Incoming Number” means any telephone number allocated by MyFone to the Customer.
- “Authorised Terminal” means any approved hardware or software used to access the Service.
- “Consumer” means an individual acting outside business or professional purposes.

Interpretation follows standard UK contract principles: singular includes plural and vice-versa.

2. Commencement & Duration

2.1. The Agreement begins when the Customer registers an account, first uses the Service, or signs a service order.

2.2. The Agreement continues until terminated in accordance with these Terms.

3. MyFone’s Responsibilities

3.1. MyFone will use reasonable efforts to maintain and operate the Services, but does not guarantee uninterrupted availability.

3.2. MyFone will provide technical support to Customers who are up to date with payment of all sums due.

4. Customer Obligations

4.1. The Customer must provide all information reasonably requested by MyFone to deliver the Services.

4.2. The Customer shall only use the Service for lawful purposes and in accordance with these Terms.

4.3. The Customer is responsible for all charges incurred on their account and must ensure all usage complies with applicable law, regulation, and telecom codes of practice.

4.4. The Customer shall not permit any unauthorised use of the Service or use the Service in any way that causes nuisance, harm or offence to others.

5. Charges & Payments

5.1. The Customer must pay all fees related to the Service (including Subscription Fees and Call Charges) without set-off.

5.2. MyFone may revise charges on notice.

5.3. Invoices are due on receipt; late payments may result in suspension of service, fees, interest, and costs of recovery.

5.4. Pre-pay Customers must ensure sufficient credit to cover estimated Charges; unused credit may expire after a defined period.

6. Allocation & Use of Numbers

6.1. MyFone may allocate geographic or non-geographic numbers at the Customer's request.

6.2. Customers have no ownership of allocated numbers, which remain MyFone's property.

6.3. Numbers may be changed or re-allocated by MyFone consistent with regulatory requirements.

7. Calls & Service Quality

7.1. Call Charges are based on MyFone's current tariffs.

7.2. Calls to emergency services (e.g., 999/112) are supported where technically feasible, but because Services rely on internet data connections, MyFone cannot guarantee connection quality or priority. Customers must maintain alternate means to contact emergency services where required.

8. Network Maintenance & Suspension

8.1. MyFone may perform maintenance or suspend Services where necessary.

8.2. Service may be suspended if the Customer breaches these Terms or where required by law or network conditions.

9. Cooling-Off & Right to Cancel

9.1. If you are a Consumer, you may cancel certain Services within 14 days of commencement, unless you expressly request immediate provision.

9.2. To cancel, notify MyFone in writing. Refunds (if applicable) will be processed within statutory timelines.

10. Termination

10.1. MyFone may suspend or terminate the Agreement on breach, non-payment, or misuse of Services.

10.2. Termination does not affect accrued rights or obligations.

10.3. On termination, all outstanding charges remain due.

11. Liability

11.1. MyFone's liability is limited to direct losses and excludes indirect or consequential losses except where prohibited by law.

11.2. Nothing excludes liability for death or personal injury caused by MyFone's negligence or other liability that cannot be excluded by law.

12. Data Protection & Privacy

MyFone will process personal data in accordance with its Privacy Policy and applicable data protection laws.

13. Governing Law & Jurisdiction

These Terms and any disputes arising are governed by English law, with the courts of England and Wales having exclusive jurisdiction.

14. Changes to Terms

MyFone may amend these Terms at any time on notice to Customers.

15. Definitions of Capitalised Terms

Defined terms used in this Agreement are as set out in clause 1.