

Website Terms and Conditions of Supply

This page (together with our Privacy Policy) tells you about us and the legal terms and conditions (Terms) on which we sell any of the mobile phones and mobile phone accessories (Goods) listed on our website (our site) to you.

These Terms apply to any contract between us for the sale of Goods to you (Contract). By ordering Goods, you agree to be bound by these Terms and the other documents referred to in them.

By purchasing a Contract Phone or a SIM Only (as defined below) you are also entering into a contract with your chosen network provider. Your chosen network provider's terms and conditions are displayed on our site. By ordering a Contract Phone or a SIM Only you agree to be bound by the network provider's terms and conditions.

You should print a copy of these Terms and the network provider's terms or save them to your computer for future reference.

We amend these Terms from time to time. Every time you wish to order Goods, please check these Terms to ensure you understand the terms which will apply at that time. Every time you order Goods from us, the Terms in force at that time will apply to the Contract between you and us.

These Terms were most recently updated on 23rd October 2018.

1. Information About Us

- 1.1. We operate the website www.phones.co.uk. We are A1 Comms Limited, a company registered in England and Wales under company number 04455131 and with our registered office at Contract House, Turnpike Business Park, Alfreton, Derbyshire, DE55 7AD. Our main trading address is Contract House, Turnpike Business Park, Alfreton, Derbyshire DE55 7AD. Our VAT number is 282 8135 89.
- 1.2. To contact us, please see our Contact Us page: www.phones.co.uk/help/contact-us.

2. Interpretation

- 2.1. In these Terms, the following expressions have the following meanings:
 - 2.1.1. **Contract Phone** means a mobile phone in relation to which you enter into a Network Contract.
 - 2.1.2. **Minimum Term** means in relation to a Contract Phone or SIM Only the minimum term of your Network Contract.
 - 2.1.3. **Network** means the company which provides you with the Service.
 - 2.1.4. **Network Contract** means the contract you enter into with the Network for the supply of the Service.
 - 2.1.5. **Promotional Products** means an item or product that we offer to send you in addition to the Goods you have purchased and at no additional cost to you.
 - 2.1.6. **Service** means the provision of access to a mobile network.
 - 2.1.7. **SIM Only** means a SIM card provided without a handset in relation to which you enter into a Network Contract.
 - 2.1.8. **Tariff** means the scale of charges you agree to pay to the Network for the Service.

2.1.9. **Pristine** means bearing no scratches, marks, cracks or any other signs of *minor* or *significant damage* as defined within our Terms.

2.1.10. **Minor Damage** means bearing mild cosmetic wear, including light scratches and marks, but no *significant damage* as defined within our Terms.

2.1.11 **Significant Damage** means bearing any of the following in any combination, but not limited to: a broken or cracked screen; a broken or cracked back or bezel; deep scratches, dents, bends or tears; broken seals; missing buttons; a missing or damaged battery; any other missing parts; snapped hinges; water damage; or tampered software. Or any of the following, as a result of physical damage: touch screen faults; keypad damage; charging port not working; headphone jack not working; camera functions not working; earpiece not working; any other hardware features not working; or unable to power on.

3. **Our Products**

3.1. The images of the Goods and Promotional Products on our site are for illustration only. We cannot guarantee that your computer's display of the colours accurately reflect the colour of the Goods or the Promotional Products. Your Goods and Promotional Products and their packaging may vary slightly from those images.

3.2. All Goods shown on our site are subject to availability. We will inform you by e-mail as soon as possible if the Goods you have ordered are not available.

3.3. You may only purchase Goods from our site if you are at least 18-years-old.

4. **Contract Phones and SIM Only**

4.1. By ordering a Contract Phone or SIM Only you are making an application to the Network for them to provide the Service to you. Your application will be subject to the credit check and security checks required by the Network and a security deposit might be required; we may also request "proof of identification" documents, such as a copy of your passport or drivers licence.

4.2. Pending the Network's approval of your application, we will reserve a sum of money on your credit card for the purposes of credit card verification. This will either be a nominal sum which will be refunded to you immediately or (if more) the full price of the Goods. Please note that the nominal amount reserved is generally £2.50.

4.3. If the Network declines your application, we will inform you as soon as possible and refund any sums we have reserved from your bank account.

4.4. Customers will not be permitted to purchase more than two Contract Phones in any rolling six-month period.

4.5. If you purchase Contract Phone or SIM Only we will often charge you less for those Goods than the amount we would charge if you were buying them without a Network Contract (the Retail Price). You acknowledge that us providing those Goods to you for free or at less than the Retail Price is conditional on you not downgrading your Tariff or ending your Network Contract during the Minimum Term.

4.6. Except in circumstances where you cancel your Contract and your Network Contract in accordance with **clause 9** (in which case the provisions of **clause 9** apply), if your Network Contract ends before the end of the Minimum Term or if you downgrade your Tariff then:

4.6.1. Within 7 days of the downgrade or end of the Network Contract you must:

- (a) pay us the difference between the price you paid for the Contract Phone or SIM Only and a sum equal to the Retail Price including VAT, plus the market value of the Promotional Products plus VAT; or
- (b) if the Contract Phone or SIM Only and any associated Promotional Products are in good working order, fully functioning and intact you can return them to us;

and

4.6.2. You will no longer be entitled to receive any cash back, line rental refund or other offer or promotion associated with the Contract Phone or SIM Only.

- 4.7. If you do not make the payment required under **clause 4.6.1** then we will be entitled to take back the Contract Phone or SIM Only and any associated Promotional Products and you must return them to us as soon as we ask you to do so.
- 4.8. If you fail to return any Contract Phone and Promotional Products under **clause 4.7** we will commence proceedings to recover the cost of the Goods from you including but not exclusive to invoicing you for the sums owed. If you do return the Contract Phone and Promotional Products under **clause 4.7**, we will credit your account with the market value of the Contract Phone and Promotional Products at the time they are received. The market value of such credit will be determined by our chosen recycling partner and their decision as to value will be final. You will remain liable for any subsequent outstanding balance and such sum will be payable to us on demand. We will commence proceedings against you to recover such sums if they are not paid to us on demand.
- 4.9. In the event that you receive goods that we haven't been able to connect to your chosen network provider, we will arrange to activate your contract (where applicable) as quickly as possible. If you are unhappy with the terms of this contract you will not be forced to be connected, however you will need to return the goods to us within 7 days. Alternatively, you can request a collection. If you decide that you would like to keep the goods without being connected we would require payment in full (including VAT) within 7 days of us notifying you of the connection issue.

5. **The Technical Support Service**

- 5.1. When placing an order with us for a Contract phone or SIM Only you can choose to order the Technical Support Service with TMTI in which case the terms in this section apply.
- 5.2. At the point at which we confirm our acceptance of your order in accordance with **clause 8.2**, the TMTI Contract will commence.
- 5.3. For the first 30 days following commencement of the TMTI Contract, there will be no charge for the Technical Support Service. Thereafter you will be charged the standard rate for the Technical Support Service, details of which are available on TMTI's website at www.gadgethelpline.com/terms-conditions.
- 5.4. The terms of the TMT Contract are as set out in these Terms and in TMTI's terms and conditions (the TMTI Terms) which can be viewed at www.gadgethelpline.com/terms-conditions). You are advised to consider the TMTI Terms before placing your order and to keep a copy of them.
- 5.5. You can cancel the TMTI Contract at any time. Details on how to cancel are set out in the TMTI Terms.

- 5.6. You consent to us sending any information that you provide to us that is relevant to the TMTI Contract (including without limitation your contact details and bank details) to TMTI for use by them for all purposes connected with the TMTI Contract.
- 5.7. You acknowledge and agree that the Technical Support Service is completely separate from our products and services and that we will have no liability to you under the TMTI Contract.
- 5.8. Your TMTI Contract will not terminate automatically on termination of the Contract or the Network Contract. In order to terminate the TMTI contract you must contact TMTI directly.

6. **How We Use Your Personal Information**

We only use your personal information in accordance our Privacy Policy; you can read our Privacy Policy at: www.phones.co.uk/help/terms/privacy-policy. Please take the time to read this, as it includes important terms which apply to you.

7. **Your Legal Rights**

As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

8. **How the Contract is Formed Between You and Us**

- 8.1. After you place an order, you will receive an e-mail from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in **clause 8.2**, and will be subject to you passing our security checks from time to time which may include, without limitation, requiring proof of your address and identity.
- 8.2. We will confirm our acceptance to you by sending you an e-mail that confirms that the Goods have been dispatched (Dispatch Confirmation). The Contract between us will be formed when we send you the Dispatch Confirmation. The Network Contract will be formed when we connect the Contract Phone or SIM Only to the Network, which will be immediately prior to us sending the Dispatch Confirmation.
- 8.3. If we are unable to supply you Goods, for example because those Goods are no longer available or because of an error in the price on our site as referred to in **clause 13.5**, we will inform you of this by e-mail and we will not process your order. If you have already paid for the Goods, we will refund you the full amount as soon as possible.

9. **Returns**

- 9.1. You have 14 days, starting the day after the Goods came into your physical possession, in which to notify us of your intention to cancel your Network Contract. If we receive notification outside of the cancellation period, you will be liable for the full contracted term and the cost of the Goods.
- 9.2. You must return the Goods without undue delay, and in any event not later than 14 days after the day on which you informed us of your wish to cancel your Network Contract. Failure to return the Goods within the stated time period will result in your Network Contract remaining active, and you will be liable for the full contracted term and the cost of the Goods.

- 9.3. We can only cancel your Network Contract once the returned Goods have been received by us.
- 9.4. It is not our responsibility to collect the Goods, you must return them to the address specified in **clause 10.9**.
- 9.5. You must bear the direct cost of returning the Goods. If the Goods are lost or damaged in transit, you will be liable for the cost of replacing them. We recommend using a recorded and insured delivery service.
- 9.6. You are responsible for returning the Goods in pristine condition, including the box, otherwise you be liable for their replacement as specified in **clause 9.7**.
- 9.7. Minor damage to the mobile phone will be charged to you at 30% of its value. Significant damage to the mobile phone will be charged to you at its full value. Missing or damaged accessories will be charged to you at their full value. A missing or damaged box will be charged to you at 30% of the mobile phone's value. All values are calculated based on the manufacturer's RRP at the time of your purchase.
- 9.8. If you cancel the Network Contract you will no longer be entitled to any cash back, line rental refund, Promotional Products or other promotion or offer associated with the contract.
- 9.9. If you bought an insurance policy at the point of purchase, it will be cancelled automatically when your Network Contract is cancelled. Any additional services that were bought or included at the point of purchase will not be cancelled with your Network Contract. Please cancel these directly with the service provider.

10. Exchanges and Repairs

- 10.1. Qualifying Goods that are reported as faulty within 30 days of the date of your delivery will be exchanged free of charge by the manufacturer or by ourselves.
- 10.2. We will endeavour to provide a like-for-like replacement for your Goods. Where we're unable to, we will provide as close a match as possible.
- 10.3. Qualifying Goods that are reported as faulty after 30 days of the date of your delivery, and within the term of the manufacturer warranty, will be exchanged or repaired by the manufacturer or our Repair Partner.
- 10.4. For the Goods to qualify for an exchange or repair under the manufacturer warranty, they must have developed a manufacturer fault, and be determined as such by ourselves or our partners.
- 10.5. Wilful or negligent damage to the Goods do not qualify for an exchange or repair under the manufacturer warranty, including damage from water, impacts or otherwise.
- 10.6. For the Goods to qualify for a non-faulty exchange, they must be returned in pristine condition, along with the original box and the headphones (where included) unopened and unused.
- 10.7. Assessment of the Goods for exchange or repair by ourselves or our partners will be charged at an Assessment Fee of £30.

- 10.7.1. If a manufacturer fault is identified by ourselves or our partners, your postage costs will be refunded upon request, and you won't be charged the Assessment Fee.
- 10.7.2. If a manufacturer fault cannot be identified by ourselves or our partners, you will be liable for the Assessment Fee and the Goods will be returned to you.
- 10.7.3. If any wilful or neglectful damage to the Goods is determined, even if we or our partners also identify a manufacturer fault, you will be liable for the Assessment Fee and the Goods will be returned to you.
- 10.7.4. If the Goods are returned for a non-faulty exchange and meet the criteria set out in **clause 10.6**, you won't be charged the Assessment Fee. Non-faulty exchanges do not qualify for a postage refund.
- 10.7.5. If the Goods are returned for a non-faulty exchange and do not meet the criteria set out in **clause 10.6**, you will be liable for the Assessment Fee.
- 10.8. If the Goods qualify for an exchange, but have been returned to us with any missing accessories, we will remove the corresponding accessories from your replacement Goods.
- 10.9. To return your Goods in the case of a Network Contract cancellation, exchange or repair, you must call us on 0345 413 6210. Once your return is booked, please pack the Goods appropriately and return them to the address below;

Phones.co.uk Returns
Data Select
136 Edinburgh Avenue
Slough
Berkshire
SL1 4SS

11. **Delivery**

- 11.1. Your order will be fulfilled on or around the estimated delivery date set out in the Dispatch Confirmation, unless there is an Event Outside Our Control. If we are unable to meet the estimated delivery date because of an Event Outside Our Control, we will contact you with a revised estimated delivery date.
- 11.2. Delivery will be completed when we deliver the Goods to the address you gave us.
- 11.3. If you are not available to take delivery, we will make the Goods available for collection by you and will let you know where they can be collected from and for how long they will be kept there. If you do not collect the Goods within the relevant period they will be returned to us. Re-delivery can be arranged by contacting our customer services department and will be subject to payment by you of additional delivery charges.
- 11.4. The Goods will be your responsibility from the completion of delivery.
- 11.5. You own the Goods once we have received payment in full, including all applicable delivery charges except that you will only own a Contract Phone or SIM Only at the end of the Minimum Term.

12. **No International Delivery**

- 12.1. Unfortunately, we do not delivery to addresses outside the UK.

12.2. You may place an order for Goods from outside the UK, but this order must be for delivery to an address in the UK.

13. **Price of Products and Delivery Charges**

13.1. The prices of the Goods will be as quoted on our site.

13.2. Prices for our Goods may change from time to time, but changes will not affect any order which we have confirmed with a Dispatch Confirmation.

13.3. The price of the Goods includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Goods in full before the change in VAT takes effect.

13.4. The price of the Goods does not include delivery charges. Our delivery charges are as quoted on our site from time to time.

13.5. It is always possible that, despite our reasonable efforts, some of the Goods on our site may be incorrectly priced or the wrong information may be given in relation to Network Contracts, Tariffs or promotions (an Error). If we discover an Error we will inform you and will give you the option of continuing with your order on the basis of the correct information or cancelling the order. We will not process your order until we have your instructions. If we are unable to contact you, we will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Goods to you at the incorrect (lower) price.

14. **How to Pay**

14.1. You can only pay for Goods using a debit card or credit card. We accept the following cards: Visa, Delta, Maestro, and Amex cards that are not swipe only.

14.2. Payment for the Goods and all applicable delivery charges is in advance. Subject to **clause 4.2**, we will not charge your debit card or credit card until we dispatch your order.

14.3. If payment is declined by your cardholder or your cheque is not honoured by your bank, we will notify you in writing and we may require you within 7 days of our notice to return any Goods and Promotional Products that have been dispatched to you or make payment by an alternative means.

15. **Manufacturer Guarantees**

15.1. Some of the Goods we sell to you come with a manufacturer's guarantee. For details of the applicable terms and conditions, please refer to the manufacturer's guarantee provided with the Goods.

15.2. If you are a consumer, a manufacturer's guarantee is in addition to your legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

15.3. Extended warranties and insurance for the Goods may be available. You can see the details of the insurance we can offer at www.phones.co.uk/help/insurance.

16. **Our Liability to You**

16.1. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but not for

any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

- 16.2. We only supply the Goods for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 16.3. Please note that your contract for the supply of the Service is with the Network and not with us and we will not be responsible for any problems you experience with the Service.
- 16.4. We do not in any way exclude or limit our liability for:
 - 16.4.1. death or personal injury caused by our negligence;
 - 16.4.2. fraud or fraudulent misrepresentation;
 - 16.4.3. any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - 16.4.4. any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
 - 16.4.5. defective products under the Consumer Protection Act 1987.

17. **Events Outside Our Control**

- 17.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in **clause 17.2**.
- 17.2. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, and acts or omissions by third parties including the Network or the courier we appoint to deliver the Goods.
- 17.3. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract we will contact you as soon as reasonably possible to notify you and our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

18. **Promotional Products**

- 18.1. If we offer to send you a Promotional Product, the following terms and conditions will apply:
 - 18.1.1. Promotional Products are subject to availability and we reserve the right to substitute a Promotional Product with an alternative product or item of equivalent value or with the market value in cash;

18.1.2. Unless we agree otherwise, cash alternatives to Promotional Products are not available;

18.1.3. Your Promotional Product will be delivered within 28 days. We will endeavour to deliver your Promotional Product when the Goods are delivered;

18.1.4. Some Promotional Products come with a manufacturer's warranty and you should check the warranty provided with the Promotional Product for details.

19. **Cash Back**

19.1. If we agree in writing to pay you cash back in relation to a Contract Phone or SIM Only the following terms and conditions apply:

19.1.1. Payment will be made to a bank account using the details supplied by you when you placed your order for the Goods;

19.1.2. Payment of cash back is subject to payment by you in full of the first invoice you receive from the Network and we reserve the right to require proof of payment;

19.1.3. Payment is conditional on your Network Contract continuing for Minimum Term with no changes to the Tariff and if the Network Contract ends or you downgrade your Tariff before the end of the Minimum Term, we will require you to repay the amount of the cash back in full.

20. **Free Insurance**

If we offer to provide you with free insurance for the Goods, our insurance terms and conditions will apply. You can access these at: www.phones.co.uk/help/insurance.

21. **Other Important Terms**

21.1. We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

21.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing but we will not unreasonably withhold our agreement.

21.3. This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties Act) 1999 or otherwise.

21.4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect and the unlawful or unenforceable terms will be changed to the minimum extent necessary to make them lawful and enforceable.

21.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

21.6. These Terms and the Contract for the purchase of the Goods are governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also

bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.