TERMS AND CONDITIONS OF SALE

We're sorry there's so much information here but we are required to document our terms and conditions of sale. If you have a query regarding anything you have purchased from us, please call our customer services department on 0871 522 3401 or for cashback queries on 0871 522 3404. If this is too small for you to read comfortably, larger copies are available by contacting our customer services department on the above number.

All orders for equipment including, without limitation, a cellular mobile phone ("Mobile Phone"), smart phones (PDAs/MDA/XDA/Blackberry) ("Smart Phones") and accessories (together "Equipment") from a buyer ("you") accepted by One Stop Phone Shop (a trading division of The Carphone Warehouse Limited) ("One Stop Phone Shop" or "we/us/our") are subject exclusively and strictly to the following conditions and no alterations proposed by you shall be binding unless we agree in writing:

1. ORDERS AND SPECIFICATIONS

1.1. We shall not be deemed to have accepted your order for Equipment unless they have been confirmed in writing by one of our authorised representatives.
1.2. You shall be responsible for ensuring the Equipment you purchase is of the correct specification for its intended use and location.
1.3. From time to time we may have to make changes in the specification of the Equipment:
1.3.1. to make it conform with any applicable safety or other statutory requirements; or
1.3.2. to make it reflect changes in the manufacturer's specification.
1.4. We may also have to make other necessary changes in the specification of the Equipment from time to time, but these will not materially reduce the quality or performance of the Equipment.

2. PRICE OF EQUIPMENT

2.1. Subject to Clause 2.3, the price of the Equipment shall be our quoted price (which we can change in the case of an error) or, where no price has been quoted (or a quoted price is no longer valid), the price listed in our published price list current at the date we accept your order. For the avoidance of doubt, the date that we accept your order shall be the date that the Equipment is paid for.
2.2. The cost (if any) of fitting the Equipment is only included in the price if the written quotation or invoice specifically states that this is the case.

3. TERMS OF PAYMENT

3.1. Subject to any special terms agreed in writing between you and us, you shall pay for the price of the Equipment by credit or debit card prior to despatch or delivery.
3.2. If the cost of fitting the Equipment is included in its price, you shall pay us the price of the Equipment on placing the order.
3.3. If you qualify for a discount (the amount of the discount being available upon request) on the price of the Equipment on the basis that you enter into an airtime contract with a network provider nominated by us to you ("a Nominated Airtime Contract") and you subsequently fail to fulfil your obligations set out in the Nominated Airtime Contract concerning payment during its minimum contract period, you shall, within 7 days of notice from us, repay to us the amount of the discount that you were given.
3.4. If you fail to make any payment on the date it is due then, without prejudice to any other right or remedy we may have, we can:
3.4.1. cancel this agreement between you and us; or
3.4.2. suspend any further deliveries to you; and/or
3.4.3. charge you interest (both before and after any judgement) on the amount unpaid, at the rate of 2% above the base lending rate of HSBC Bank Plc. Interest is charged on a per annum basis, calculated daily.
3.5. Payment on time is of the essence. That is to say that if you do not pay on time, we can terminate the arrangement between you and us. If we do that, we will either not provide you with the Equipment, or if we have already done so, you will give it back to us, failing which we shall be entitled to take it back.
3.6. If you have acquired your Mobile Phone/Smart Phone on the basis that you enter into a Nominated Airtime Contract and, within 7 days of receipt of your Mobile Phone/Smart Phone, you have failed either to arrange connection of the Mobile Phone/Smart Phone to the network under the Nominated Airtime Contract if not already connected or, after notifying us of your intention to cancel your contract and return your Mobile Phone/Smart Phone within the Trial Period, you have failed to return it to us (by sending it special delivery to Online Returns, CPW Logistics Centre, Bilston Road, Wednesbury, W Midlands, WS10 7JN) within 14 working days of notifying us of your cancellation, you hereby irrevocably agree to pay us the handset-only retail price (up to £400) and you authorise us to take this amount from your nominated credit or debit card or through such other means as we may require.
3.7. If you enter a Nominated Airtime Contract and subsequently move onto a lower tariff or fail to fulfil your payment obligations during the minimum term of such contract, or you end such contract for any reason within 6 months of the commencement date and the relevant tariff includes a subsidised Mobile Phone/Smart Phone, you must, in addition to paying any other charges under such contract, either:
3.7.1. return the Mobile Phone/Smart Phone to us by sending it special delivery to the address set out in Clause 3.6 at the same time as giving us notice that you wish to end such contract; or
3.7.2. keep the Mobile Phone/Smart Phone, in which case you agree to pay us the handset-only retail price (up to £400) being the purchase price (the "Purchase Price") of the Mobile Phone/Smart Phone and you hereby authorise us to take the relevant Purchase Price from your nominated credit or debit card or through such other means as we may require in the event that the Mobile Phone/Smart Phone is not returned to us in accordance with Clause 3.7.1 above.

4. RISK AND PROPERTY

4.1. Once the Equipment has been received by you, all risk of damage to, or loss of, the Equipment shall pass to you.
4.2. Irrespective of delivery and the passing of risk in the Equipment, or any other provision of these conditions, the ownership of the Equipment shall not pass to you until (i) we have received in cash or cleared funds payment in full for the price of the Equipment and all other Equipment agreed to be sold by us to you for which payment is then due and (ii) you have made all payments due under your Nominated Airtime Contract for the minimum term of such contract, if you acquired your the Mobile Phone/Smart Phone on the basis that you enter into a Nominated Airtime Contract.
4.3. Until such time as the ownership of the Equipment passes to you, you shall hold it on our behalf and keep it safe and identified as our property.
4.4. Until such time as the ownership of the Equipment passes to you, we shall (subject to Clause 4.5) be entitled to ask you to return the Equipment to us.
4.5. We agree that we will not exercise our right under Clause 4.4 where you have entered into a Nominated Airtime Contract, and are duly performing your obligations as to payment under it and have paid all outstanding monies referred to at Clause 3.
4.6. If you fail to pay your first two invoices under your Nominated Airtime Contract and you acquired your Mobile Phone/Smart Phone on the basis that you enter into a Nominated Airtime Contract, we will be entitled to exercise our right under Clause 4.4 and we will be entitled to blacklist the Mobile Phone/Smart Phone on the CEIR (Central Equipment Identity Database).

5. WARRANTIES AND REPLACEMENTS

5.1. Subject to the clauses set out below, the Equipment, where new, is sold with the benefit of and subject to the terms applicable to such warranty or guarantee as is given by the manufacturer of the Equipment.
5.2. No liability is accepted for:
5.2.1. any defect resulting from fair wear and tear;
5.2.2. rain, water or other liquid damage;
5.2.3. accidental or wilful damage;
5.2.4. negligence;
5.2.5. abnormal working conditions;
5.2.6. failure to follow the manufacturer's instructions (whether oral or in writing); or
5.2.7. misuse or alteration or repair of the Equipment without the manufacturer's approval.
5.3. There shall be no liability under any such warranty or guarantee if the total price for the Equipment has not been paid by the due date for payment.
5.4. Other than as expressly provided in these Terms & Conditions, and except where the Equipment is sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977 and Unfair Terms in Consumer Contracts Regulations), we exclude all conditions, terms, representations (other than fraudulent or negligent representations) and warranties relating to the Equipment, whether imposed by statute or by operation of law or otherwise, that are not expressly stated herein, including without limitation, the implied warranties of satisfactory quality and fitness for a particular purpose.
5.5. Where you are dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977 and Unfair Terms in Consumer Contracts Regulations) your statutory rights are not affected by these Terms & Conditions.
5.6. Subject to Clause 5.7, if a valid warranty claim is made within the warranty period, we will replace or repair (at our discretion) the Equipment free of charge. You must send your Mobile Phone and all accessories to us by special delivery to Online Returns, CPW Logistics Centre, Bilston Road, Wednesbury, W Midlands, WS10 7JN, as set out on our website. After the expiry of the warranty period, we may make a charge for either of these remedies.
5.7. We shall (at our or the manufacturer's option) have the right to fulfil our obligations under Clause 5.6 by refunding you the price you paid (or a proportionate part thereof, depending upon age and condition). That will be the extent of our liability to you.
5.8. Other than as set out above, we shall be under no other obligation to exchange, repair or replace the Equipment or provide any refunds. Further details about repairs are contained in our Terms and Conditions for Repairs Service which are available on request. You accept that you are solely responsible for backing up any important data stored on the equipment prior to the commencement of any repairs and you hereby acknowledge that any such data (together with any ringtone or logo) may be lost during the repair and will be lost if the Equipment is exchanged. We are not liable for this and it is therefore your responsibility to back up any such data stored on your Equipment.
5.9. The provisions of this Clause 5 do not affect your statutory rights.

6. EXCHANGE

We may not be able to offer you an exchange. Please call us on 0871 522 3401 for assistance.

7. LIABILITY

7.1. Nothing in these Terms and Conditions shall exclude or limit liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.
7.2. We shall not be liable to you under, or in connection with these Terms and Conditions in contract, tort, negligence, pre-contract or other representations (other than fraudulent or negligent representations) or otherwise for any loss of business, contracts, costs, expenses, profits or anticipated savings or for any indirect or consequential economic loss whatsoever.
7.3. If we are found to be liable to you, our aggregate liability in contract, tort, negligence, pre-contract or other representations or otherwise arising out of or in connection with these Terms and Conditions or the performance or observance of our obligations under these Terms and Conditions will not exceed the amount which you have paid us for the Equipment except under Clause 7.1.
7.4. Each provision of this Clause 7 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiry or termination of our agreement.

8. REFUND POLICY

8.1. In certain situations, we may be prepared to give you a refund in respect of Equipment with which you are not satisfied. Details of our policy on refunds are contained in our separate refund policy statement a copy of which is available on our website at www.onestopphoneshop.co.uk.
8.2. We reserve the right to amend our refund policy from time to time at our sole discretion.

9. YOUR PERSONAL DATA

9.1 We respect your personal information and undertake to comply with applicable Data Protection legislation in place from time to time.
9.2 We may hold information that you provide to us (such as on an application or registration form) or that we may obtain from another source (such as our suppliers, marketing organisations or credit reference agencies). This information ("Your Information") may include your name, address, date of birth, gender, telephone numbers, email address, bank and credit/debit card information, occupation and employment data, lifestyle information and details of how you use our products and services together with general information about the way you pay and manage your account. We may share Your Information with: companies within The Carphone Warehouse Group PLC group of companies which includes without limitation our fixed-line telephony and insurance companies ("CPW Group") and any company or other entity in which CPW Group owns (directly or indirectly) more than 15% of the issued share capital for the purposes described in these terms and conditions; and in the event that we undergo re-organisation or are sold to a third party you agree that Your Information may be transferred to that re-organised entity or third party for the purposes and subject to the terms of this Agreement. In addition, we may share Your Information with a third party insurance company if you decide to take out insurance with them through us.
9.3 Your Information may be held and used by us for a number of purposes and we may use third parties to support us with purposes which include, without limitation:
9.3.1 processing your orders or applications; administering your account and billing; settling accounts with those who provide related services to us; disclosing your data to bank and debit and credit card companies to validate your debit or credit card details; dealing with requests, enquiries or complaints and other customer care related activities; debt recovery (also using recovery agents and agents facilitating to contact you) and legal actions and all other general administrative and business purposes;
9.3.2 carrying out market and product analysis of Your Information to develop and improve and to tell you about CPW Group's products and services, new developments, special offers, discounts and awards which we believe may be of personal interest to you. We may also use Your Information for the purpose of testing our internal systems and developing new products and services. We may tell you by automated means or otherwise, including by email, fax, mobile text message, MMS, telephone, post and via world wide web, WAP and similar sites subject to any preferences indicated by you at the time you apply to enter into this Agreement or subsequently; contacting you about the products and services of carefully selected third parties and allowing you to receive advertising and marketing information from those selected third parties but without passing control of Your Information to the third party concerned;
9.3.3 passing on data to organisations from which you have ordered any products and services, for example to a third party insurance company, for registering your details and allocating or offering you rewards, discounts or other benefits and fulfilling any requests or requirements you may have in respect of our and our group companies' loyalty or reward programmes and other similar schemes;
9.3.4 carrying out any activity or disclosure in connection with a legal, governmental or regulatory requirement on us or in connection with legal proceedings, and for the prevention and detection of crime or fraud and the prosecution of offenders or suspected offenders; or
9.3.5 carrying out activities connected with the running of our business such as personnel training, quality control, network monitoring, testing and maintenance of computer and other systems and in connection with the transfer of any part of our business in respect of which you are a customer or a potential customer.
9.4 You agree to the disclosure by us of the following information to any telecommunications company, debt collection agency, credit reference agency, credit or fraud monitoring scheme, credit provider or security agency:
9.4.1 any information relating to your contract with us including details of how you conduct your account and your obligations to us and your personal financial information;
9.4.2 any information which is covered by our registration under the Data Protection Act 1998 as amended from time to time; and
9.4.3 any information which we are required by an order of any court of competent jurisdiction or by statutory authority to disclose.
9.5 It may also be necessary for us to carry out anti-fraud and identity checks on you to help decide whether to accept your application or future applications, to verify your identity and to protect our legitimate interests. Any information obtained in such checks will be passed to credit reference agencies and may be used by third parties to assessing applications for credit from you and other members of your household and for debt tracing, crime and fraud detection and prevention and credit management purposes. You further agree that we may use Your Information for operating a publicly accessible directory service.
9.6 A comprehensive description of how we use personal information is publicly available from the Information Commissioner - please see www.dataprotection.gov.uk.
9.7 If you would like us to tell you what information we hold about you, please write to: The Data Protection Office, The Carphone Warehouse Limited at 1 Portal Way, London, W3 6RS. We may charge a £10.00 administration fee; please quote your mobile and/or account number on all requests. You can also call us on 0871 522 3401 to correct or update any inaccurate or incomplete information and to advise us of any preferences you may have concerning how you can be contacted for marketing purposes or to indicate your preferences for directory entries.
9.8 If you do not wish your details to be used for the purposes described in Clauses 9.2 and 9.3, please write to us c/o The Data Controller, The Carphone Warehouse Limited, 1 Portal Way, London W3 6RS stating your full name, address, account number and mobile phone number. Please note: this will not affect any marketing consent which you have already given to any of the companies referred to in Clause 9.3 in respect of agreements relating to other products and/or services.
9.9 Subject to your rights of objection set out in this clause, and your right of objection in the registration process, you agree that you consent to us, CPW Group or third parties contacting you for any of the above purposes whether by telephone, email, SMS or in writing and you confirm that you do not consider any of the above as being a breach of any of your rights under The Privacy and Electronic Communications (EC Directive) Regulations 2003.
9.10 You should be aware that if we are requested by the police or any regulatory government authority investigating suspected illegal activities to provide your user information or information concerning your activities whilst using the Service we shall do so. We also reserve the right to disclose individually identifiable information to third parties where a complaint arises concerning your use that is deemed by us to be inconsistent with these terms.
9.11 We may disclose to third parties aggregated data to the use of the Equipment provided that a single individual is not identifiable in such data.

10. GENERAL

10.1. If you need to send notices to us these must be in writing and can be delivered by hand or sent by first class post to our address as stated on our order form. If we need to send notices to you these must be in writing and can be (i) delivered by hand or sent by first class post to your address as stated on your application form or given to us during the application process, (ii) sent by SMS, which must be sent to your Mobile Phone/Smart Phone number, or (iii) sent by e-mail, which must be sent to you at the address stated in your application form or given to us during the application process or any other e-mail address that you supply to us for the purpose. Notices sent by first class post will be deemed to have been delivered 48 hours after posting and notices delivered by hand or given by SMS or e-mail shall be deemed to have been delivered the day after the day the notice is sent.
10.2. If you break this Agreement, and we choose to overlook it, we can still end it if you break this Agreement again and vice versa.
10.3. If either of us cannot do what we have promised in this Agreement because of something beyond our reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom we are not responsible (including other telecommunication providers), or acts of local or central Government or other competent authorities, such party will not be liable for this.
10.4. If you are entitled to cancel this Agreement pursuant to the Consumer Protection (Distance Selling) Regulations 2000, you may do so at any time up to 7 working days from the day after receiving the Equipment ("Trial Period"). This means that as long as you notify us of such cancellation by calling us on 0871 522 3401 within the Trial Period and return your Equipment (together with any accessories included in the price of your Equipment) to us within 14 working days of receipt undamaged, with proof of purchase, in the original packaging (by sending it special delivery to Online Returns, CPW Logistics Centre Bilston Road, Wednesbury, West Midlands, WS10 7JN) you will be refunded the price of your Equipment, if any. Please note that if you do not return all accessories that were included in the price of your Equipment, we shall be entitled to charge you for the cost of the missing items. If you do not return the Equipment and all accessories, if any, as described in this Agreement, we may charge you the costs we incur in collecting it from you. Please note that even though you may be able to cancel this Agreement pursuant to this Clause, you may not be permitted to cancel your Nominated Airtime Contract under the terms thereof. Please refer to the terms of your Nominated Airtime Contract for further information. This does not affect your statutory rights.
10.5. You may address any complaints in writing to: One Stop Phone Shop Customer Services, Datum House, Electra Way, Crewe CW1 6ZT.
10.6. Third parties cannot benefit from this Agreement under The Contracts (Rights of Third Parties) Act 1999.
10.7. This agreement shall be governed by the laws of England and you agree to submit to the exclusive jurisdiction of the English courts.
10.8. Each of the Clauses of these Terms and Conditions shall be construed separately and independently of each other and the invalidity of any one part shall not affect the validity of any other part.
10.9. Calls to our telephone numbers will be charged at standard rates and may be monitored or recorded.