

## 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 team 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 from Customer Services on the above number. Some sections of these terms are printed in bold to draw your attention to them.

In these Terms:

**"Airtime Contract"** means a contract entered into between you and your Network Operator relating to the provision of the Services;

**"Equipment"** means equipment including, without limitation, your Mobile Phone, Smart Phone and accessories, datacard, USB modem and other GSM/UMTS equipment;

**"Minimum Period"** means the minimum period for the provision of the Services under your Airtime Contract;

**"Mobile Phone"** means a cellular telephone or other device which incorporates a SIM Card used by you to receive the Services and any accessories included in the price of your phone provided to you by us;

**"Network"** means the mobile telecommunication system run by your Network Operator;

**"Network Operator"** means a Network provider nominated by us to you into which you have entered any Airtime Contract;

**"Services"** means services including airtime services enabling you to make or receive calls and to send and receive data by means of the Network; and

**"Smart Phone"** means PDA, MDA, XDA, Blackberry and similar devices and any accessories included in the price of your device provided to you by us.

All orders for 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/our/us") 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 it has 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 despatched.

- 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.
- 2.3. A nominal delivery charge is applied to all orders placed over the telephone – see the “Delivery” section on our website ([www.One Stop Phone Shop.co.uk](http://www.One Stop Phone Shop.co.uk)).

### **3. TERMS OF PAYMENT**

- 3.1. Subject to any special terms agreed in writing between you and us, we shall be entitled to invoice you and you shall pay for the price of the Equipment 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 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:
  - 3.3.1. cancel this agreement between you and us; or
  - 3.3.2. suspend any further deliveries to you; and/or
  - 3.3.3. 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 as published from time to time. Interest is charged on a per annum basis, calculated daily.
- 3.4. 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.

### **4. RISK AND PROPERTY**

- 4.1. Once the Equipment has been collected by you, and/or fitted in your vehicle, or otherwise 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 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.
- 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 an Airtime Contract, and are duly performing your obligations as to payment under it and have paid all outstanding monies referred to at Clause 3

### **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 1999), 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 1999) 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. After the expiry of the warranty period, we may make a charge for either of these remedies. For further details on our Returns and Exchange Policy please visit our website ([www.One Stop Phone Shop.co.uk](http://www.One Stop Phone Shop.co.uk)) or call our Customer Services team on 0871 522 3401. For further details on our Repairs policy please visit our website ([www.One Stop Phone Shop.co.uk](http://www.One Stop Phone Shop.co.uk)) or call our Customer Services team on 0871 522 3401.
- 5.7. We shall (at our or the manufacturer's option) have the right to fulfill 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. 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

For details on our Returns and Exchange Policy please visit our website ([www.One Stop Phone Shop.co.uk](http://www.One Stop Phone Shop.co.uk)) or call our Customer Services team on 0871 522 3401.

## 7. LIABILITY

- 7.1. We do not exclude or limit liability if you are injured or die as a result of our negligence or that of our servants, agents or employees or for fraud or fraudulent misrepresentation. Nothing in this Clause 7 shall exclude or restrict our liability in respect of any liability which we cannot exclude or restrict by law.
- 7.2. Other than for death or personal injury or for fraud or fraudulent misrepresentation, any liability we have of any sort (including any liability because of our negligence) is limited to the amount paid by you to us for the Equipment.
- 7.3. Other than for death or personal injury, we shall not be liable to you under, or in connection with these Terms and Conditions whether or not as a result of our negligence in contract, tort, pre-contract or other representations or otherwise for any indirect or consequential loss, loss of business, revenue, profits, savings you expected to make, contracts, expenses, or for any other purely financial loss.
- 7.4. Other than for death or personal injury we have no liability under this Agreement unless we agree otherwise, for any data being lost, or harmed unless as a result of our negligence.
- 7.5. Each provision of this Clause 7 excluding or limiting liability operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply and they continue to apply notwithstanding the expiry or termination of our agreement.

## 8. DEFAULT UNDER AND TERMINATION OF YOUR AIRTIME CONTRACT

- 8.1. If (i) within 7 working days of receipt of your Equipment, you have failed to arrange connection of the Equipment to the Network, if not already connected, (ii) you move onto a tariff which offers a lower rate monthly subscription during the Minimum Period, (iii) your Network Operator ends the Airtime Contract in accordance with its terms (including not limited to where you have failed to fulfill your payment obligations during the Minimum Period), (iv) you end the Airtime Contract for any reason within 9 months (if your Minimum Period is 12 months or more) or within your Minimum Period (if your Minimum Period is less than 12 months) or (v) you have been issued with a new Mobile Phone to use in conjunction with your Airtime Contract for a new Minimum Period and you have not used the new Mobile Phone within 30 days of receipt, and the relevant tariff includes a discounted Mobile Phone/Smart Phone, you must in addition to paying any other charges under the Airtime Contract either:
  - 8.1.1. return the Mobile Phone/Smart Phone to us by sending it special delivery to Online Returns, CPW Logistics Centre, Bilston Road, Wednesbury, W Midlands, WS10 7JN: or
  - 8.1.2. keep the Mobile Phone/Smart Phone, in which case you agree to pay us the amount of the discount being the handset only purchase price of the Mobile Phone/Smart Phone less the amount paid by you at the time of purchase for the Mobile Phone/Smart Phone.

## 9. REFUND POLICY

- 9.1. In certain situations, we may be prepared to give you a refund in respect of Equipment with which you are not satisfied. For further details on our Returns and Exchanges policy please visit our website ([www.One Stop Phone Shop.co.uk](http://www.One Stop Phone Shop.co.uk)) or call our Customer Services team on 0871 522 3401.
- 9.2. We reserve the right to amend our Returns and Exchange Policy from time to time at our sole discretion.

## 10. YOUR PERSONAL DATA

- 10.1 We respect your personal information and undertake to comply with applicable Data Protection legislation in place from time to time.
- 10.2 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.
- 10.3 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:
  - 10.3.1 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;
  - 10.3.2 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;
  - 10.3.3 passing on data to organisations from which you have ordered any products and services; 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;
  - 10.3.4 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
  - 10.3.5 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.
- 10.4 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:
  - 10.4.1 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;
  - 10.4.2 any information which is covered by our registration under the Data Protection Act 1998 as amended from time to time; and
  - 10.4.3 any information which we are required by an order of any court of competent jurisdiction or by statutory authority to disclose.

- 10.5 If you wish to use our products or services abroad, for example, if you wish to roam on a network abroad, Your Information may be transferred outside the European Union to that country. Our web, WAP and similar sites may also be based on servers located outside of the European Union. Please note that the data protection and other laws of countries outside the European Union may not protect you as well as those within the European Union.
- 10.6 We may use your information for the purpose of testing our internal systems and developing new products and services.
- 10.7 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.
- 10.8 A comprehensive description of how we use personal information is publicly available from the Information Commissioner - please see [www.dataprotection.gov.uk](http://www.dataprotection.gov.uk).
- 10.9 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.
- 10.10 If you do not wish your details to be used for the purposes described in Clauses 10.2 and 10.3, please write to us c/o The Data Protection Office, 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 10.3 in respect of agreements relating to other products and/or services.
- 10.11 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.
- 10.12 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.
- 10.13 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.
- 10.14 We may pass your information to the Mobile Equipment National Database ("MEND") and the Stolen Equipment National Database ("SEND") (organisations operated by Recipero Limited, a company registered in England and Wales under Company No. 3794898 and with its registered office at Lawrence House, Lower Bristol Road, Bath BA2 9ET) to enable MEND or SEND to contact you in the event that you lose your Mobile Phone/Smart Phone or it is stolen from you. Please contact us on 0871 522 3401 if you do not want your information to be passed to MEND and/or SEND. PLEASE NOTE: Once you have been registered with MEND and SEND, it is your responsibility to ensure that you notify any change of mobile phone to MEND and SEND to ensure that there is no interruption of their service to you.

## 11. GENERAL

- 11.1. 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 in clause 11.11. 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 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.
- 11.2. If you or us break this Agreement and the other chooses to overlook it, this will not prevent the other from taking further action if you or us break this Agreement again.
- 11.3. If either of us cannot do what we have promised in this Agreement because of something beyond our reasonable control such as, without limitation, lightning, flood, exceptionally severe weather, fire, explosion, terrorism, war, military operations, national or local emergency, civil disorder, industrial disputes (whether or not involving our employees), 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.
- 11.4. Subject to clauses 11.4 and 11.6, if you are a consumer customer (as defined in the Consumer Protection (Distance Selling) Regulations 2000) who has purchased the Equipment via distance means such as via the online shop or over the telephone, you may cancel this Agreement at any time up to 7 working days from the day after receiving the Equipment ("Trial Period") as long as you give us notice in writing of such cancellation within the Trial Period. Please call our Customer Services team on 0871 522 3401 and we will explain how to do this. We recommend you enclose your Equipment (together with any accessories included in the price of your Equipment) undamaged with your notice of cancellation, with proof of purchase and the original packaging. If you do not enclose this with your notice of cancellation, you must return it to us within 7 days of notice of cancellation undamaged, with proof of purchase by sending it to the address set out in clause 8.1.1 at your cost. Please enclose the original packaging. It is your responsibility to ensure that the Equipment is received by us and we recommend using special delivery. If you do not return the Equipment and any accessories undamaged, we may charge you the costs we incur in collecting it from you (which may be substantial) or the value of the missing or damaged items (i.e. the full retail price or the handset-only retail price in the case of the Mobile Phone/Smart Phone). You must make the Equipment available for collection on our request. Any sums paid by you for the Equipment (less our costs if we have to collect the Equipment from you) will be reimbursed within 30 days. 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 Airtime Contract under the terms thereof. Please refer to the terms of your Airtime Contract for further information. This Clause 11.4 does not apply to a customer who purchases the Equipment for business purposes. This clause 11.4 does not affect your statutory rights.
- 11.5. You agree that your SIM Card will be connected to the Network and the Services will start prior to the end of the Trial Period. You must take reasonable care of the Equipment until received or collected by us and you are entitled to examine the Equipment as you would in a shop. However, if you use the Equipment during the Trial Period, you may lose your right to cancel. Use would include, but would not be limited to using the Network for example by making or receiving a call, SMS or MMS, accessing the Web or downloading, or using any of the functions of the Equipment for example amending settings, saving any data, adding a contact or appointment, taking a photograph or using an application. If you use your Equipment whether before or after notifying us of your wish to cancel, you will be responsible for all charges incurred under the Airtime Contract and these may not be refunded. We reserve the right to charge you the value of any Equipment that has been used prior to receipt or collection by us.
- 11.6. Please note, you will be deemed to have received the Equipment and these Terms and Conditions of Sale when we have tried to deliver them to you even if you were not there to collect them.
- 11.7. Third parties cannot benefit from this Agreement under The Contracts (Rights of Third Parties) Act 1999.
- 11.8. This agreement is subject to the law of the relevant part of the United Kingdom and the English Courts have exclusive jurisdiction.
- 11.9. 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.
- 11.10. Calls to our telephone numbers will be charged at standard rates and may be monitored or recorded.
- 11.11. You may address any complaints in writing to: e2save Customer Services, 3R House, Belton Road West Extension, Belton Road Trading Estate, Loughborough LE11 5XH. Please include your Mobile Phone and account number in any correspondence.

**The Carphone Warehouse Limited,**  
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