



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 contact our customer services team by [clicking here](#). If this document is too small for you to read comfortably, larger copies are available. Some sections of these terms are printed in bold to draw your attention to them. Please note that you are also obligated to read and adhere to the terms of your phone's new network provider before completing your order. Please [click here](#) for full information on network terms and conditions.

In these Terms:

Airtime Contract:	A contract entered into between you and your Network Operator relating to the provision of the Services;
Equipment:	Equipment including, without limitation, your Mobile Phone, Smart Phone and accessories, datacard, USB modem and other GSM/UMTS equipment;
Minimum Period:	The minimum period for the provision of the Services under your Airtime Contract;
Mobile Phone:	A cellular telephone or other device which incorporates a SIM Card used by you to receive the Services provided to you by us and any accessories included in the price of your phone;
Network:	The mobile telecommunication system run by your Network Operator;
Network Operator:	A Network provider nominated by us to you into which you have entered any Airtime Contract;
Services:	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:	PDA, MDA, XDA, Blackberry and similar devices and any accessories included in the price of your device.

All orders for Equipment from a buyer (“you”) accepted by Mobiles.co.uk Limited (“mobiles.co.uk” 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 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. 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, we shall be entitled to invoice you and you shall pay for the price of the Equipment either upon collection or 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. 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 (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 Airtime Contract for the Minimum Period, if you acquired your Mobile Phone/Smart Phone on the basis that you enter into a 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 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 Airtime Contract and you acquired your Mobile Phone/Smart Phone on the basis that you enter into a 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 Equipment 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 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. 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. We recommend that you insure your Mobile Phone/Smart Phone for its replacement value (including cover against calls made if it is lost or stolen). Within 7 days of purchase of your Mobile Phone you may take up our offer of 1 months' free insurance, further details of which can be found on our website at www.mobiles.co.uk. If you have taken up this offer and subsequently decide that you no longer require this insurance, please contact the insurer as set out in your welcome letter from them.
- 5.10. The provisions of this Clause 5 do not affect your statutory rights.

6. EXCHANGE

We may not be able to offer you an exchange. For assistance, please contact our Returns/Exchanges by [clicking here](#).

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. Except under clause 7.1, our 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 and every applicable part of it shall be limited to the amount paid by you to us for the Equipment
- 7.3. In any event, 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 or otherwise for any loss of business, contracts, costs, expenses, profits or anticipated savings or for any indirect or consequential economic loss whatsoever..
- 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. 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) or (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), 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:

- 8.1.1.1. 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
- 8.1.1.2. 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 (the "Discount").

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. Details of our policy on refunds are contained in our separate refund policy statement a copy of which is [available here](#)
- 9.2. We reserve the right to amend our refund 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.

- 10.9 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.
- 10.10 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.
- 10.11 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.
- 10.12 We will 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 01923 80 8888 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 on the 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 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 break this Agreement, and we choose to overlook it, we can still end it if you break this Agreement again and vice versa.
- 11.3. 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.
- 11.4. Subject to clause 11.5, 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 the first delivery attempt of the Equipment as long as you give us notify us in writing of such cancellation within the Trial Period. Please contact our [customer services team](#) 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 8.1.1.1 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 will 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. Third parties cannot benefit from this Agreement under The Contracts (Rights of Third Parties) Act 1999.
- 11.7. This agreement shall be governed by the laws of the relevant law of the United Kingdom and you agree to submit to the exclusive jurisdiction of the relevant United Kingdom courts.
- 11.8. 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.
- 11.9. Calls to our telephone numbers will be charged at standard rates and may be monitored or recorded.

11.10. You may address any complaints in writing to: mobiles.co.uk Customer Services, 6 Greenhill Crescent, Watford Business Park, Watford WD18 8RF. We will reply via email where applicable.

12. DISCOUNTED LINE RENTAL

12.1. By agreeing to these Terms and Conditions you accept that discounted line rental must be claimed by yourself using the criteria made available to you at <http://www.mobiles.co.uk/claiming> on the date of ordering, and does not automatically appear on your bill. As an introducer Mobiles.co.uk have no access to network billing platforms and therefore must operate any discounted line rental scheme by refund, and in order to protect their legitimate business interests they reasonably expect that you are able to demonstrate that your mobile phone account is in good order.

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