Terms & Conditions of Sale – www.Buymobiles.net

Effective as of 21-June-24

What these terms cover. These Terms & Conditions of Sale (together with Privacy Policy available on this site and Terms of Website Use) set out the terms and conditions upon which mobile devices, accessories and other related products listed on the www.buymobiles.net website are sold.

These terms will apply to any product or service you buy from the www.buymobiles.net website and will be referred to as the contract.

Buymobiles is a trading style of Affordable Mobiles Ltd, part the AO World PLC group of companies.

- Orders placed on the www.buymobiles.net website are fulfilled by AO Retail Ltd t/a Mobile Phones Direct, another proud member of the AO group.
- If you buy a product from the Website you are entering into a contract with AO Retail Limited for the supply of the products.
- Unless you are buying the product on its own without any telecommunication or data services, you will also enter into a separate contract with the relevant network provider (**"Network Operator"**) for the supply of telecommunications or data services provided by that Network Operator (**"Services"**), known as the "**Network Contract**".

Why you should read them. Please read these Terms & Conditions carefully before you submit your order. These tell you who you will be contracting with, how your products will be provided to you, how either party may change or end the contract, what to do if there is a problem and other important information. If you think there is a mistake in these terms, please contact us to discuss.

Before you place an order on www.buymobiles.net you will be required accept these terms. If you do not accept these terms, you will not be able to order any products from this website.

You should save or print a copy of these Terms for future reference.

1. Information about us and how to contact us

1.1. The www.buymobiles.net website is owned by and operated by Affordable Mobiles Ltd, a company registered in England under company number 15476278 and with registered office at 5a, The Parklands, Lostock, Bolton, BL6 4SD. VAT no: 945 6981 69.

1.2. Buymobiles is a trading style of Affordable Mobiles Ltd, part of the AO World PLC group of companies. Orders placed on the www.buymobiles.net website will be fulfilled by AO Retail Ltd, t/a Mobile Phones Direct, a company registered in England and Wales under company number 03914998 and with registered office at 5a, The Parklands, Lostock, Bolton, BL6 4SD. VAT no: 945 6981 69. AO Retail Ltd t/a Mobile Phone Direct is therefore party to this Contract with you.

1.3. If you need to get in contact, please visit the Contact Us page at https://www.buymobiles.net/help/contactus. Call centre staff are also available to assist with order related questions. Opening hours are shown onsite.

1.4. Should there be a need to contact you about your order, this will be done by telephone or by writing to you at the email address or postal address you provided to us in your order.

2. Use of this Website

2.1. Your use of the www.buymobiles.net website (**"the Website"**) is governed by the **Terms of Website Use** which follow lower down this page. Please take the time to read these, as they include important terms which apply to you.

3. Placing an order

3.1. You may only purchase products via Website if you:

3.1.1. Provide your real name and correct address, phone number, email address, payment details and other required information;
3.1.2. Are at least 18 years old;
3.1.3. Provide a delivery address in the mainland United Kingdom. (Note that we are unable to deliver to overseas army addresses, hotels, hostels or prisons and as an anti-fraud measure we will only deliver to your home address as used to verify your credit/debit card and if applicable for your Network credit check);
3.1.4. Are the owner or authorised holder of a valid debit/credit card to purchase the product(s) or Services if paying with a debit/credit card; and
3.1.5. Are registered with a payer authentication scheme such as Verified by Visa and/or MasterCard Secure Code ("Payer Authentication Schemes") if paying with a Visa or MasterCard.
3.2. You may only purchase Services from the Network Operator if you meet their eligibility criteria (which may include providing adequate proof of your identity and satisfying the Network Operator's credit checking requirements).
3.3. You may place an order by clicking on the "Buy now" and/or "Add to basket" button and proceeding to the checkout page then following the instructions on-screen. Note that if you get in touch by phone, the call centre agent may ask for personal details provided in your order to verify your identity.
3.4. If and when you create a personal account you will also create a personal user identification (your email address) and password. You must keep your password safe at all times and not disclose it to anyone else, as you are personally responsible for each purchase made using your user identification and password.

4. How the contract is formed between you and AO Retail Ltd t/a Mobile Phones Direct

4.1. You will receive an email confirming your order has been received and is being processed.
4.2. You are able to check and amend any errors before submitting your order. Please take the time to read and check your order at each page of the order process.
4.3. After you place an, order, you will be sent an acknowledgement e-mail (known as **"Order Confirmation"**) with your order number and details of the product(s) you have ordered. Please note that the Order Confirmation is an acknowledgement that your order has been received your order, not an acceptance of your order.
4.4. Acceptance of your order for product(s) and the formation of the contract of sale between AO Retail Ltd and you will take place when you are sent an email that confirms that the products have been despatched (known as **"Order Despatch"**). You have the option to cancel your order at any stage before the Order Despatch.
4.5. If it is not possible to supply you with a product, for example because that product is not in stock or no longer available or because of an error in the price as referred to below, you will be informed by e-mail and your order will not be processed further. If you have already paid for the products, you will receive a refund for the full amount as soon as possible.
4.6. If you place an order for products and Services and the Network Operator declines your order for Services because you do not satisfy a Network Operator's credit checking requirements or the Network Operator refuses to enter into a Network Contract with you for some other reason then your order for products will be cancelled (including cancelling a despatch). If it is necessary to cancel your order you will be notified by email and/or telephone.
4.7. In certain instances the Network may request additional proof/s of identity and/or a deposit payable to the Network to allow the contract connection to be accepted.
4.8. Should the products and/or Services not be available, within 30 days of the Order Confirmation, AO Retail Ltd reserves the right to cancel your order and refund any payment made by you in full as soon as possible.

5. Pre-orders

5.1. A pre-order is only a statement of interest from you towards the pre-order products. After having received your pre-order, an acknowledgement email ("Pre-order Confirmation") will be sent to you with your order number and details of the pre-order products. The Pre-order Confirmation is not an acceptance of your order. When the pre-order products are available you will be sent an email informing you that AO Retail Ltd is now processing your order and it is being despatched. Acceptance of your pre-order and the formation of the contract of sale between AO Retail Ltd and you will take place as stated in clause 4 of these Terms when you will receive the Order Despatch.
5.2. Note that if you are paying with a debit/credit card, when sending you the Pre-order Confirmation a nominal amount of up to £2.50 will need to be pre-authorised from your

account to validate your debit/credit card. This amount will not be debited from your account but if there are no funds available on your account this validation will fail. The payment card will be charged on dispatch of the ordered product(s) as described in clause 10 below.

5.3. Pre-orders are date and time stamped on receipt by the Website, and will be processed strictly in the order in which they are received. All pre-orders are subject to availability. In some instances there may be unforeseen delays in launching the pre-order products. In these instances all reasonable attempts will be made to inform you of the delay. Any launch date displayed on the Website is indicative only and may change.

5.4. You have the right to cancel your pre-order at any time until the order is released for despatch and you have received Order Despatch. If you wish to cancel a pending order contact the customer service department.

5.5. If it is not possible to deliver the whole of your Order at one time due to operational reasons or shortage of stock, it may be delivered in instalments. You will not be charged extra delivery costs for this. However, if you ask for delivery of your Order in instalments, you may be charged extra delivery costs. Each instalment shall constitute a separate contract governed by these Terms. If an instalment is late in being delivered or one instalment is faulty, that will not entitle you to cancel any other instalment.

5.6. You will receive an Order Despatch email to confirm that your ordered products have been despatched.

5.7. If the product you have pre-ordered is not released or does not become available within 60 days (commencing the day after you ordered the product) ("Pre-order Expiry Date"), you will be contacted (by email or phone) with one of the following proposals:

5.7.1. Cancellation of your order, or

5.7.2. If feasible for AO Retail Ltd to do so, and subject to your prior acceptance, offer you a substitute product of equivalent price or specification ("Substitute product(s)") for those products that are not available on or before the Pre-order Expiry Date and proceed with the payment for any such Substitute product(s) in accordance with your chosen payment method. Where you receive Substitute product(s), you may still exercise your right to cancel and claim a refund in respect of such Substitute product(s) in accordance with clause 13 of these Terms (in accordance with your rights under the Distance Selling Regulations).

5.8. All pre-orders that are accepted by AO Retail Ltd (at its sole discretion) shall be subject to these Terms.

6. The right make changes to or vary these Terms

6.1. These terms may be changed:

6.1.1. to reflect changes in relevant laws and regulatory requirements; and

6.1.2. to reflect changes in the manufacturer's specification or example to implement minor technical adjustments and improvements for example to address a security threat. Endeavours will be made to make sure that these changes will not reduce the quality or performance of such product.

6.2. **More significant changes to the products.** Where you have ordered product and there are significant changes to the product that you have ordered you will be notified in advance to ensure that you still want to proceed with your order and if you do not wish to proceed you may then end the contract and receive a refund for any products paid for but not received:

6.3. Every time you order products from the Website, the Terms in force at that time will apply to the contract accordingly formed between you and AO Retail Ltd.

6.4. These Terms may be varied from time to time. Unless you have an outstanding order for products you will not be notified of any changes to the Terms. The Terms that will apply to any order you make for products are the Terms that you accept at the time you place your order.

7. Prices, delivery and handling charges and taxes

7.1. The price charged for a product will be the price quoted on the Website at the time the order is placed and will be set out in the Order Confirmation and Order Despatch. All reasonable care is taken to ensure that the prices for products are correct at the time when the relevant information was entered onto the system. However, occasionally mistakes may happen in the price quoted on the Website or in an advertisement. If there is such an error you will be informed as soon as it is known and you will also be told the correct price. If an error in the price of the product(s) you ordered is discovered:

7.1.1. Where the product's correct price is less than the price on this Website, you will be entitled to a refund of the difference; and

7.1.2. If the product's correct price is higher than the price stated on our website, you will be given a full refund together with the option of re- purchasing the product(s) (if available) at the correct price.

7.2. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, AO Retail Ltd does not have to provide the products to you at the incorrect (lower) price. If it is not possible to contact you using the contact details you provided during the order process, your order will be treated as cancelled and you will be notified in writing.

7.3. Prices shown on the Wesbsite may change at any time and without notice. Price increases will only apply to orders placed after such changes.

7.4. Prices for the products shown on the Website include VAT or other applicable taxes but do not include charges for delivery and handling.

7.5. Separate charges for delivery, handling (if any) and their related VAT or other taxes will be shown when you place your order. The Order Confirmation and Order Despatch provide proof of applicable delivery, handling and tax charges.

8. Products, Services, availability and delivery

8.1. **Products may vary slightly from their pictures**. The images of the products on the Website are for illustrative purposes only. Although every effort is made to display the colours accurately, there is no guarantee that your computer's display of the colours accurately reflects the colour of the products. Your products may vary slightly from those images. Although every effort has been made to be as accurate as possible, all weights, sizes, capacities, dimensions and measurements quoted on the Website are approximate.

8.2. **Withdrawal of the product**. If a product you have ordered is being withdrawn we will contact you. All reasonable endeavours will be made to let you know promptly in advance of stopping the supply of the product and you will receive a refund of sums you have paid in advance for products which will not be provided.

8.3. **Delivery costs**. The costs of delivery will be as displayed to you on the Website.

8.4. **When your products will be delivered**. During the order process you will be given delivery information, including an estimated delivery date.

8.5. **Delays outside our control**. If supply of the products is delayed by an event outside anyone's reasonable control then you will be contacted as soon as possible and steps will be taken to minimise the effect of the delay. Provided this is done, AO Retail Ltd will not be liable for delays caused by the event, but if there is a risk of substantial delay you may be entitled to end the contract and receive a refund for any products you have paid for but not received.

8.6. If you order any personalised products, the manufacturing time for such personalised products is added to the delivery time of the selected delivery option. There may also be reasons that your order delivery needs to be re-scheduled – if your products cannot be delivered on the estimated delivery date you will be notified.

8.7. Delivery is completed when the products are delivered to the address you provided when placing your order.

8.8. The products will be your responsibility from the time they are delivered to the address you provided.

8.9. Unfortunately it is not possible to delivery goods purchased on the Website to addresses outside the mainland United Kingdom. You may place an order for products from outside the mainland United Kingdom, but this order must be for delivery to an address in the mainland United Kingdom.

8.10. Please examine the delivery package and received products within a reasonable period of time after they are delivered to you. Check their condition and that the delivery package is unopened and the content of the delivery package is complete. It is your responsibility to notify as soon as possible in the event that packaging has been damaged in transportation, or the delivery is incomplete. For information on the applicable returns policy see clause 14 below.

8.11. If no one is available at your address to take delivery and the products cannot be posted through your letterbox, you will be provided with information on how you can rearrange delivery or arrange to collect the products from a local collection point.

8.12. If you do not collect the products as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a collection point we you may be charged for storage costs and any further delivery costs. If, despite reasonable efforts, it is not possible to contact you or re-arrange delivery or collection your contract may be ended and Clause 14 will apply.

9. Compatibility

9.1. It is your responsibility to ensure that the products you purchase are compatible for their intended use. Where a Service is ordered with a product it is recommended that you check that satisfactory network airtime service is available in the areas that you intend to operate the product.

10. Payment

10.1. Payment by credit/debit cards shall be made by a credit or debit card approved as indicated on the Website. You must supply your payment card details when you place your order.

10.2. Your payment card will be charged at the time of order for the full purchase price. Should your order be cancelled, or subsequently returned following our returns process, then a full refund will be applied to your card. Please allow 3-5 working days for this refund to show.

10.3. In the case of an order with no purchase price, a £2.50 deferred transaction (shadow payment) will be performed by AO Retail Ltd to validate the credit or debit card before an order is placed. Once an order is placed, the transaction of £2.50 will be 'Aborted', and no money would have been physically removed from the your account.

10.4. A deferred payment means that the card details are checked and a "shadow" is placed on your account – this means that you cannot spend those funds elsewhere, and again, you would see a differing "available balance" on your bank account.

10.5. Unlike immediate payments, deferred transactions are not sent to the bank for completion the following morning. And they won't be until they are "released" upon your product being available.

10.6. At any point within this time AO Retail Ltd can "release" these funds (an instruction to the Bank to say 'the order has now completed such that the full sum of money should be taken from your bank account').

10.7. The "shadow" on your bank account will remain for up to 30 days regardless of whether or not the order is fully complete. If the order does not complete, after a 30 day period the transactions are automatically aborted and you will be given access to the full funds in your account.

10.8. In the case of an unsuccessful transaction, instruction will be sent to the Bank to abort the shadow payment, releasing the payment back to you within 3 to 5 working days. There is no mechanism available to expedite this time frame.

10.9. Your ordered products will not be supplied until your card issuer has authorised the use of your card for payment of the ordered products. As your Order Despatch is your proof of purchase, it is recommended that you save and print that document for your potential future use. Note that the VAT/tax invoice delivered to you either electronically or in the delivery package can also be used as proof of purchase.

10.10. Verified by Visa and MasterCard SecureCode may be used to provide additional security checks when processing your order. If you decline to register with either of the above Payer Authentication Schemes when prompted, it may not be possible to proceed with your order.

10.11. The Website nor AO Retail Ltd is responsible for your card issuer or bank charging you as a result of our processing of your credit/debit card payment in accordance with your order

11. Title to products

11.1. AO Retail Ltd, who is fulfilling your order placed on the Website, retains full legal title to products until all amounts due on the ordered products have been received in full, including all applicable delivery charges.

11.2. Unless you are specifically purchasing a product on a standalone basis (without a Service) it is only possible to sell or supply a product to you on the basis that you enter into a Network Contract, adhere to the terms and conditions of that Network Contract and pay the Network Operator all airtime bills as specified within the Network Contract for the agreed minimum term of the Network Contract. This is because the product has a significant costs so it can only be supplied to you free or for a price below what the item is worth because the Network Operator subsidises the cost of the product. If you do not comply with the terms of your Network Contract at any time during the agreed minimum term of the Network Contract – for example if you do not pay your airtime bills or you cancel your Network Contract or are disconnected - the Network may recover from us any subsidies that it has paid AO Retail Ltd for your product. If this happens, you may be charged the cost of the product as if it had been supplied to you on a SIM free basis (without a Network Contract) and you debit your credit card may be debited on the basis that the product was supplied to you on a SIM free basis. Following receipt of such a payment your original VAT/tax receipt would be credited and a new one issued to you a new SIM free product receipt.

11.3. AO Retail Ltd and reserves the right (subject to the applicable law) to end your right to use, sell, or otherwise deal in the products and to enter your premises and repossess the products (or instruct a third party to do so), if payment is not made, or if the debit/credit card company declines payment or requires it to return any payment made for the products, for any reason.

12. Communications to/from you

12.1. Where these terns use the words "writing" or "written", this includes emails.

12.2. To cancel a Contract in accordance with your legal right to do so as set out in clause 13, you must provide notification in writing by sending an e-mail to **webshop@mobilephonesdirect.co.uk** or by sending a letter to the address set out in clause 1. You may wish to keep a copy of your cancellation notification for your own records. If you send your cancellation notice by e-mail or by post, then your cancellation is effective from the date you sent the e-mail or posted the letter.

12.3. If you wish to make contact for any other reason, you can e-mail **webshop@mobilephonesdirect.co.uk** or send a letter via post to Buymobiles, c/o AO Retail Ltd to the address set out in clause 1. Details on how to contact Customer Services are available on the Website.

12.4. Correspondence and notices in writing to you will be sent by e-mail or by post to the address you provided as part of your order.

12.5. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

13. Your rights to end the contract

13.1. **You can always end your contract.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, and when you decide to end the contract:

13.1.1. If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see Clauses 14.5,14.9 – 14.12 inclusive and 17;

13.1.2. If you want to end the contract because of something Affordable Mobiles Ltd or AO Retail Ltd have done or have told you they are going to do, see Clause 13.2;

13.1.3. If you have just changed your mind about the product, see Clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions for example you may have to pay the costs of return of any products;

13.1.4. In all other cases (if there is no fault and there is no right to change your mind), see Clause 13.6.

13.2. **Ending the contract because of something we (Affordable Mobiles Ltd or AO Retail Ltd) have done or are going to do.** If you are ending a contract for a reason set out below the contract will end immediately and you will receive a full refund for any products which have not been provided. The reasons are:

13.2.1. you have been notified about an upcoming change to the product or these terms which you do not agree to (see Clause 6.2);

13.2.2. there is a risk that supply of the products may be significantly delayed because of events outside anyone's control;

13.2.3. supply of the products has been suspended for technical reasons, or you have received notification that this is going to happen; or

13.2.4. you have a legal right to end the contract because of something we have done wrong.

13.3. **Exercising your right to change your mind (Statutory Consumer Rights)**. For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

13.4. **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:

13.4.1. any made-to measure or custom-made products or products made to your specification or clearly personalised;

13.4.2. digital products after you have started to download or stream these;

13.4.3. sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and

13.4.4. any products which become mixed inseparably with other items after their delivery.

13.5. **How long do I have to change my mind?** You have 14 days after the day you (or someone you nominate) receives the products, unless:

13.5.1. Your products are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives your handset to change your mind about that item. In respect of accessories sold separately but forming part of the same order, you have until 14 days after the last delivery to change your mind about the products.

13.5.2. Your products are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the products.

13.6. **Ending the contract where we (Affordable Mobiles Ltd / AO Retail Ltd) are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see Clause 14), you can still end the contract before it is completed, but you may have to pay compensation. A contract is completed when the product is delivered, downloaded or streamed and paid for. If you want to end a contract before it is completed (where we are not at fault and you have not changed your mind) just contact us to let us know. The contract will end immediately and you will receive a refund of any sums paid by you for products not provided – but a deduction from the refund may be made (or, if you have not made an advance payment, a charge may be made) by way of reasonable compensation for the net costs incurred by AO Retail Ltd as a result of your ending the contract.

14. Cancellations & Returns – How to end the contract (including if you have changed your mind)

14.1. To cancel a contract, please send an email to **webshop@mobilephonesdirect.co.uk** or contact our call centre. You will then receive, by email to the address that you provided, a Returns Authorisation Number (RAN) and further necessary return instructions.

14.2. **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. Please call customer services on 0345 470 4000 or email us at **webshop@mobilephonesdirect.co.uk** for details on how you can arrange for the products to be returned. If you are exercising your right to change your mind you must send off the products within 14 days of telling us you wish to end the contract.

14.3. **When the costs of return will be paid for you.** The costs of return will be paid for you:

14.3.1. if the products are faulty or not as described; or

14.3.2. if you are ending the contract because you have been told of an upcoming change to the product or these terms, an error in pricing (that is to your disadvantage) or description, a significant delay in delivery due to events outside anyone's control or because you have a legal right to do so as a result of something Affordable Mobiles Ltd / AO Retail Ltd has done wrong; and

14.3.3. in all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

14.4. **Collection Charges.** If you are responsible for the costs of return and the product needs to be collected from you, you will charged the equivalent of the direct cost of collection.

14.5. Some minor faults can be rectified by a simple download of the latest release of the manufacturer's operating software. Please contact customer services for advice on this and the best course of action.

14.6. Please note that in order for your phone/device to be accepted for cancellation where you have changed your mind it must meet the following criteria:

14.6.1. Must be in a resalable condition;

14.6.2. Must be in its original box and packaging which must remain undamaged;

14.6.3. Must be returned with its original charger, and all other in box accessories that it was delivered with;

14.6.4. Must be returned with any gift you may have received as a result of the phone contract; and

14.6.5. Must have pin locks or passcodes removed.

14.7. **Returning Gifts:**

14.7.1. The gift must be unopened and unused in order for us to accept the mobile phone cancellation;

14.7.2. The gift must be in its original undamaged packaging along with any associated accessories;

14.8. If any of the above criteria is not met then your handset may not be accepted back for cancellation.

14.9. **Faulty products:** For any handsets which are faulty it is understood that some of the above criteria may not be met and all reasonable efforts will be made to offer a like for like exchange within the 30 day exchange period for faulty products. For any faults outside of 30 days you could be covered by your manufacturer warranty instead.

14.10. **Returning a faulty handset**

14.10.1. Where a product you have purchased is defective, you can, for a period of 30 days from your receipt of the defective product(s), return them for exchange or refund. Defective

products that are returned will be tested for the reported fault to confirm the return reason. In these cases you will be given you return instructions by a contact centre associate who will also arrange for the replacement or refund of your product(s) as applicable.

14.10.2. To return a faulty handset within the 30-day returns policy, please make contact by email at: **webshop@mobilephonesdirect.co.uk** or call customer services on: 0345 470 4000.

14.10.3. Returns will only be accepted with a valid authorisation. To ensure a fast and secure return we encourage you to use a recorded delivery service.

14.10.4. Where a product has been purchased as a part of a bundle of products, all products within that bundle must be returned. Until you return them you must keep the products in your possession, take reasonable care of the products while they are in your possession and return them in the condition that they were delivered to you.

14.10.5. To ensure a fast and secure return you are encouraged to use a recorded delivery service.

14.10.6. In case of replacement identical new products will replace the original products.

14.11. **Refunds**

14.11.1. Once your returned products have been received and validated this will be confirmed to you by email. Refunds due to you will be made as follows:

14.11.2. If you are exercising your right to change your mind then your refund will be made **within 14 days** from the day on which the product is received back from you by credit to your payment card; and

14.11.3. In all other circumstances, your refund will be credited to your payment card as soon as possible and, in any case, **within 30 days** of the day on which you gave notice of cancellation as confirmed by email ("Order Refunded" email).

14.11.4. **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

14.11.5. Your refund of the price (excluding delivery costs) may be reduced to reflect any reduction in the value of the products, if this has been caused by your handling them in a way which would not be permitted in a shop. Use would include, for example, using the products to make or receive a call, sending or receiving SMS/MMS, accessing the internet via the product, using the functions of the product for example amending settings, saving data, adding contacts, taking photos or using applications. If you receive a refund of the price paid before it has been possible to inspect the products and it is later discovered you have handled them in an unacceptable way, you must pay an appropriate amount up to the full cost of the product.

14.11.6. The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if delivery of a product within 3-5 days is offered at one cost but you choose to have the product delivered within 24 hours at a higher cost, then the refund will be limited to what you would have paid for the cheaper delivery option.

14.11.7. Please note that only product bought on the Website will be processed for returns and refunds. If you bought products through some other distribution channel, such as from another website, a mobile network or a retail store or catalogue, please follow the applicable seller's product return policy.

15. Termination of the Contract by AO Retail Ltd / Affordable Mobiles Ltd

15.1. **Your contract may be ended if you break it.** AO Retail Ltd may end the contract relating to your product at any time by writing to you if:

15.1.1. you do not make any payment to for the product when it is due and you still do not make payment within 7 days of being reminded that payment is due;

15.1.2. you do not, within a reasonable time of being asked for it, provide information that is necessary for fulfilment of the order;

15.1.3. you do not, within a reasonable time, allow our delivery partner to deliver the products to you (or collect them),

15.2. If the contract is terminated for in any of the situations set out in Clause 15.1 you will be refunded any money you have paid in advance for products have not yet been provided but a deduction or charge may be applied as reasonable compensation for the net costs incurred as a result of your breaking the contract.

16. Disconnection of network airtime service

16.1. If you have returned a product supplied and connected to a Network pay monthly contract service, upon receipt of the returned handset (within the period specified in the return policy), arrangements will be made with the network to disconnect the airtime service. You will be charged for any calls that were made whilst the phone or device was in your possession, plus a proportionate line rental charge for the period between the time of connection and disconnection. These charges will be taken by direct debit directly by the

Network Operator. You may also be subject to early termination charges applied by the Network if you have cancelled other than in your 14-day statutory cooling-off period.

16.2. Where you have returned a handset or device connected to a 'pre-paid' airtime service such as pay as you go, you will not receive a refund of the cost of any pre-paid airtime service or 'top-up' once the service is activated.

17. Warranties for the products or if there is a problem with the product

17.1. **What to do if you need to report a problem.** If you have any questions or complaints about the product, please telephone the customer service team at 0345 470 4000 or write to **webshop@mobilephonesdirect.co.uk**.

17.2. **Summary of your legal rights.** There is a legal duty to supply you with products that are in conformity with this contract. Nothing in these terms will affect your legal rights.

17.3. **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must post them back or (if they are not suitable for posting) arrange collection. The costs of postage or collection will be paid/refunded. Please call customer services on 0345 470 4000 or email **webshop@mobilephonesdirect.co.uk** for details on how you can arrange for the products to be returned. In addition to your legal rights set out above, a manufacturer's limited warranty offered for products will be included in the user guide or included in the product packaging or made available otherwise to you. For details of the applicable terms and conditions, please refer to the manufacturer's warranty. The manufacturer's warranty does not affect your legal rights.

17.4. If you have purchased an extended warranty or warranty insurance for products for which such warranty is applicable please refer to those terms and conditions.

18. Cashback

18.1. If there is **Automatic cashback** associated with your purchase, this will be paid directly into your bank account within 90 days. There is no need to do anything, the funds will be automatically sent to your account and you will receive an email as soon as the payment has been made. Your network contract must be active for 90 days for the automatic-cashback to be accepted, therefore if you cancel before this deadline, your automatic cashback will become void.

18.2. In the event other cash back or line rental discounts are offered with selected deals on the Website, the details of how to redeem will be provided to you in writing (by email) after purchase. If cashback claims are not submitted in accordance with the applicable terms, no cashback will be payable.

18.3. Please note that you cannot claim a cashback if you have cancelled your contract, disconnected the SIM card from the network provider, or changed your price plan (via AO Retail Ltd or with the network provider directly).

19. Discount Codes

19.1. From time to time we discount codes may be offered on selected products. Discount codes will be available for a limited time. They are subject to availability and can be withdrawn at any time. You can only use one discount code per product. If you are returning part of an order that has had a discount code applied, your refund will be for the full amount minus the discount applied.

19.2. You may, from time to time, also be sent a unique discount code. This will have been generated especially for you and can only be used once. The provisions of clause 19.1 also apply to unique discount codes.

20. Bundles

20.1. Selected deals on the Website consist of a handset plus other items in a bundle. If your contract includes a handset plus bundle item(s), then the following terms will apply.

20.2. Your bundle item(s) will be despatched separately to your mobile phone/device, approximately 14 days after connection, directly from an external supplier. Please therefore allow reasonable time for delivery before contacting us regarding order progress.

20.3. If you cancel your contract you will no longer be eligible to receive the bundle item(s) and if you have already received the bundle item(s) you must return these in as good a condition as they were when you received them, with original packaging. If you have already used the bundle item(s) or there is damage which is your fault, or if you do not return the bundle item(s), then you will be required to pay a sum equal to the full value of the bundle item(s) when new and selling at full price.

20.4. Right of substitution: Bundle item(s) offered may be (at any time) substituted with a similar item(s) at the same or higher value as that offered.

20.5. No cash alternatives will be offered.
20.6. Your bundle item(s) may come with a manufacturer's warranty. If it does, it is your responsibility to contact the manufacturer or visit the manufacturer's website to register your warranty.

21. Mobile Phone Insurance

21.1. In the event uou have purchased Mobile Phone Insurance via the Website, please refer to the separate Mobile Phone Insurance Terms & Conditions.

22. Circumstances beyond our reasonable control

22.1. We (AO Retail Ltd and Affordable Mobiles Ltd) will use reasonable efforts to perform all obligations under this Contract; however, there will be no liability or responsibility for any failure to perform, or delay in performance of, any of obligations under this Contract that is caused by an event outside our control.
22.2. An event outside our control means any act or event beyond our reasonable control, including but not limited to 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.
22.3. If an event outside our control takes place that affects the performance of obligations under a Contract:
22.3.1. You will be notified as soon as reasonably possible; and
22.3.2. our obligations under a Contract will be suspended and the time for performance of such obligations will be extended for the duration of the event outside our control. Where the event outside our control affects our delivery of products to you, endeavours will be made to arrange a new delivery date with you after the event is over.

23. How we use your personal information

23.1. Your personal information will only be used in accordance with the Privacy Policy shown on the Website. Please take the time to read these, as they include important terms which apply to you.

24. Liability to you

24.1. If there is failure by AO Retail Ltd or Affordable Mobiles Ltd (as applicable) to comply with these Terms, you will be entitled to recompense for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable skill and care, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both parties knew it might happen, for example, if you discussed it with our contact centre representative during the sales process.
24.2. Products purchased on the Website are supplied only for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and AO Retail Ltd nor Affordable Mobiles Ltd will have liability to you for any loss of profit, loss of network airtime service or billing incurred, loss of business, business interruption, loss of business opportunity.
24.3. These Terms do not in any way seek to exclude or limit our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by negligence or the negligence of employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided on the Website or accompanying literature; of satisfactory quality; fit for any particular purpose made known prior to purchase; supplied with reasonable skill and care; and for defective products under the Consumer Protection Act 1987.

25. Other important terms

25.1. AO Retail Ltd and/or Affordable Mobiles Ltd may transfer their rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.
25.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. However if you are a consumer and you have purchased a product as a

gift, you may transfer the benefit of the warranty in clause 17 to the recipient of the gift without needing to ask our consent.

25.3. This contract is personal to you. No other person shall have any rights to enforce any of its terms. However, the recipient of your gift of a product will have the benefit of the warranty at clause 17, but we and you will not need their consent to cancel or make any changes to these Terms.

25.4. 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.

25.5. If there is a delay in requesting that you perform obligations under the contract and/or delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent action being taken against you at a later date. For example, if you miss a payment but your product continues to be provided, you will still be required to make the payment at a later date.

25.6. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Terms of website use

These Terms tell you the rules for using www.buymobiles.net ("The **Website**"), whether as a guest or a registered user.

By using the Website, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend you print a copy of these terms for future reference.

1. Legal Information

1.1. This Website is owned by and operated by Affordable Mobiles Limited (trading as Buymobiles), a company registered in England and Wales under company number 15476278 and with registered office at 5a, The Parklands, Lostock, Bolton, BL6 4SD. Our VAT number is 945 6981 69.

2. Your use of the Website

2.1. You may use the Website only for lawful purposes. You may not use the Website:

2.1.1. in any way that breaches any applicable local, national or international law or regulation.

2.1.2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.

2.1.3. for the purpose of harming or attempting to harm minors in any way.

2.1.4. to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards in paragraph 6.

2.1.5. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

2.1.6. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

2.2. You also agree:

2.2.1. not to reproduce, duplicate, copy or re-sell any part of the Website in contravention of the provisions of these terms of use.

2.2.2. not to access without authority, interfere with, damage or disrupt:

2.2.2.1. any part of the Website;

2.2.2.2. any equipment or network on which the Website is stored;

2.2.2.3. any software used in the provision of the Website;

2.2.2.4. or any equipment or network or software owned or used by any third party.

2.3. Materials posted, transmitted or communicated to or within the Website are not monitored. If you believe that something on the Website site is in breach of these terms of use please contact Buymobiles as set out later in these terms of use.

3. Accessing the Website

3.1. Access to the Website is permitted on a temporary basis, and the service provided on the Website may be withdrawn or amended without notice (see below). The Website may be unavailable at any time or for any period without any liability to you.

3.2. From time to time, access to some parts of the Website site, or the entire Website may be restricted, to users who have registered on the Website.

3.3. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. Any user identification code or password, whether chosen by you or otherwise allocated may be disabled, at any time, if Buymobiles considers you have failed to comply with any of the provisions of these terms of use. You must also let Buymobiles know immediately if you believe that your password is known to someone else or if it may be used in an unauthorised way.

3.4. You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms of use, and that they comply with them.

4. Intellectual property rights

4.1. Affordable Mobiles Limited is the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

4.2. You may print off one copy, and may download extracts, of any page(s) from the Website for your personal reference and you may draw the attention of others within your organisation to material posted on the Website.

4.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

4.4. Affordable Mobiles Limited's status (and that of any identified contributors) as the authors of material on the Website must always be acknowledged.

4.5. You must not use any part of the materials on the Website for commercial purposes without obtaining a licence to do so.

4.6. If you print off, copy or download any part of the Website in breach of these terms of use, your right to use the Website will cease immediately and you must, as directed, return or destroy any copies of the materials you have made.

5. Reliance on information posted

5.1. The content on the Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.

6. Content standards

6.1. These content standards apply to any and all material which you contribute to the Website ("contributions"), and to any interactive services associated with it.
You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

6.2. Contributions must:

6.2.1. be accurate (where they state facts);

6.2.2. be genuinely held (where they state opinions);

6.2.3. comply with applicable law in the UK and in any country from which they are posted.

6.3. Contributions must not:

6.3.1. contain any material which is defamatory of any person;

6.3.2. contain any material which is obscene, offensive, hateful or inflammatory;

6.3.3. promote sexually explicit material;

6.3.4. promote violence;

6.3.5. promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

6.3.6. infringe any copyright, database right or trade mark of any other person;

6.3.7. be likely to deceive any person;

6.3.8. be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
6.3.9. promote any illegal activity;
6.3.10. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
6.3.11. be likely to harass, upset, embarrass, alarm or annoy any other person;
6.3.12. be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
6.3.13. give the impression that they emanate from Buymobiles / Affordable Mobiles Limited, if this is not the case;
6.3.14. advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

7. The Website site changes regularly

7.1. The Website may be updated and changed from time to time to reflect changes to the products, users' needs and business priorities. Access to the Website may be suspended, the Website may be closed indefinitely. There is no guarantee that the Website, or any content on it, will always be available or be uninterrupted. Although reasonable efforts are made to update the information on the Website, the Website is available without any representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.

8. Liability

8.1. **Whether you are a consumer or a business user:**
8.1.1. Affordable Mobiles Limited does not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
8.1.2. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in the Terms and conditions of Sale above.
8.2. **If you are a business user:**
8.2.1. Affordable Mobiles Limited excludes all implied conditions, warranties, representations or other terms that may apply to the Website or any content on it.
8.2.2. Affordable Mobiles Limited will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
8.2.2.1. use of, or inability to use, the Website; or
8.2.2.2. use of or reliance on any content displayed on the Website.
8.2.3. In particular, Affordable Mobiles Limited will not be liable for:
8.2.3.1. loss of profits, sales, business, or revenue;
8.2.3.2. business interruption;
8.2.3.3. loss of anticipated savings;
8.2.3.4. loss of business opportunity, goodwill or reputation; or
8.2.3.5. any indirect or consequential loss or damage.
8.3. **If you are a consumer:**
8.3.1. Please note that Affordable Mobiles Limited only provides the Website for domestic and private use. You agree not to use the Website for any commercial or business purposes, and therefor has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
8.3.2. If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

9. Information about you and your visits to the Website

9.1. Affordable Mobiles Limited (trading as Buymobiles) processes information about you in accordance with the Privacy Policy shown on the Website. By using our site, you consent to such processing and you warrant that all data provided by you is accurate. If you purchase via the Buymobiles Website, you will also be subject to the privacy policy of AO Retail Ltd t/a

MobilesPhonesDirect which can be found here https://www.mobilephonesdirect.co.uk/information/privacy

10. Transactions concluded through the Website

10.1. Contracts for the supply of products formed through the Website or as a result of visits made by you are governed by the Terms and Conditions of Sale above.

11. Uploading material to the Website

11.1. Any material you upload to the Website will be considered non-confidential and non-proprietary, and Affordable Mobiles Limited has the right to use, copy, distribute and disclose to third parties any such material for any purpose. Affordable Mobiles Limited also has the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy.

11.2. The Website may include information and materials uploaded by other users of the Website, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on the Website do not represent the views or values of Affordable Mobiles Limited.

11.3. If you wish to complain about information and materials uploaded by other users please contact Affordable Mobiles Limited.

11.4. Affordable Mobiles Limited has the right to remove any material or posting you make on the Website if, in its opinion, such material does not comply with the content standards set out above.

12. Viruses, hacking and other offences

12.1. There is no guarantee that the Website will be secure or free from bugs or viruses.

12.2. You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

12.3. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

12.4. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. Any such breach will be reported to the relevant law enforcement authorities and Affordable Mobiles Limited will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

13. Linking to our site

13.1. You may link to the home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

13.2. You must not establish a link from any website that is not owned by you.

13.3. The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page. Affordable Mobiles Limited reserves the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards in paragraph 6.

13.4. If you wish to make any use of material on the Website other than that set out above, please address your request to **webshop@mobilephonesdirect.co.uk**.

14. Links from the Website

14.1. Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. Affordable Mobiles Limited have no control over the contents of those sites or resources.

15. Suspension and termination

15.1. Any failure to comply with these terms as serious shall be considered serious. If you break these terms through your use of the Website, Affordable Mobiles Limited may take such action as deemed appropriate, this may include taking one or more of the following actions:

15.1.1. Immediate, temporary or permanent withdrawal of your right to use the Website;

15.1.2. Immediate, temporary or permanent removal of any posting or material uploaded by you to the Website;
15.1.3. Issue of a warning to you;
15.1.4. Legal proceedings against you for reimbursement of all costs (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
15.1.5. Further legal action against you;
15.1.6. Disclosure of such information to law enforcement authorities as deemed necessary.
15.2. The responses described in this policy are not limited, and Affordable Mobiles Limited may take any other action we reasonably deem appropriate.

16. Jurisdiction and applicable law

16.1. If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.
16.2. If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.
16.3. The Website is directed to people residing in the United Kingdom. Affordable Mobiles Limited does not represent that content available on or through the Website is appropriate for use or available in other locations. Some of the services offered through the Website may not be lawful or may otherwise not be permitted in certain countries outside the United Kingdom.

17. Trade marks

17.1. Full rights are reserved in all Intellectual Property Rights including trademarks on the Website.

18. Variations

18.1. These terms may be amended from time to time. Every time you wish to use the Website, please check these terms to ensure you understand the terms that apply at that time. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on the Website.

19. Severance

19.1. If any provision of these terms of use (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these terms of use, and the validity and enforceability of the other provisions of these terms of use shall not be affected.

20. Your concerns

20.1. If you have any concerns about material which appears on the Website, please contact **webshop@mobilephonesdirect.co.uk**.