

Returns Policy

We hope that our customers are pleased with their purchase. However, if you're not satisfied with the Goods (your mobile phone and mobile phone accessories) please read our Returns Policy carefully to ensure your return, exchange or repair is processed successfully.

Cancelling Your Network Contract and Returning Goods

Under the *Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013*, you have the right to cancel your network contract within 14 days starting on the day after you take receipt of the Goods, without incurring any costs (not including airtime costs), so long as you return the Goods in pristine condition (defined as bearing no scratches, marks, cracks or other signs of wear) and meet our other Terms.

Please read our Returns Terms carefully and in full before returning the Goods, as you will be liable for the full length of your network contract if our Terms are not met and we're unable to cancel your agreement with the network.

Returns Terms

1. Notification Period

- 1.1. You must notify us that you wish to return the Goods and cancel your network contract within 14 days, starting on the day after you take receipt of the Goods. If we receive notification outside of the stated period, you will be liable for the full contracted term.

2. Returning Goods

- 2.1. The Goods must be returned to us, including the mobile phone, all original accessories and the original box, otherwise you will be liable for the replacement of any missing content.
- 2.2. You will be responsible for returning the Goods to us in pristine condition (not including any manufacturer fault), otherwise you will be liable for their replacement.
- 2.3. Headphones must still be sealed, otherwise you will be liable for their replacement.
- 2.4. The box may show some signs of reasonable wear, but no tears or other irreparable forms of damage, otherwise you will be liable for its replacement.
- 2.5. The Goods may have been used, i.e. had a SIM card inserted, been activated on a cellular network and had user accounts set up. However, we require you to remove all personal and security accounts from the mobile phone, as well as to perform a factory reset wiping all other personal data.
- 2.6. If we do not receive the Goods within 14 days of us accepting your cancellation request, we will commence legal proceedings to recover the cost of the Goods from you.

3. Cost of Returning Goods

- 3.1. You will be responsible for the costs associated with returning the Goods, including appropriate packaging and the use of recorded and insured delivery service.
- 3.2. If the Goods are lost in transit, you will be liable for the cost of replacing them.
- 3.3. If the Goods are damaged in transit, you will be liable for the difference in value between the cost of the Goods and new Goods.

4. Refunds

- 4.1. You will be eligible for a full refund on any upfront cost paid for the Goods, should you meet the Terms set out in sections 1, 2 and 3.
- 4.2. You will be eligible for a refund on network charges paid towards your contract (minus any usage), should you meet the Terms set out in sections 1, 2 and 3.
- 4.3. Your refund will be made to the credit or debit card you used to pay, and will be processed within 14 calendar days of the date you become eligible.

5. Additional Services

- 5.1. Any additional services that were bought or included at the point of purchase will not be cancelled with your contract. Please cancel these directly with the service provider.
- 5.2. If you cancel the network contract you will no longer be entitled to any cash back, line rental refund, Promotional Products or other promotion or offer associated with the contract.

Exchanging or Repairing the Goods

If the Goods have developed a fault, you may be eligible for a free exchange or repair. To qualify as a fault, there must be a problem with the manufacturing of the Goods; accidental damage from water, impacts or otherwise do not qualify as a manufacturing fault, and are therefore not covered by a manufacturer warranty. However, you may be able to claim on insurance if you have it.

If the manufacturer fault has arisen outside of the first 30 days of receiving the Goods, please contact your manufacturer to arrange an exchange or repair. If you would prefer, we can arrange it on your behalf, but it is likely to take longer.

If the manufacturer fault has arisen inside the first 30 days of receiving the Goods, we will arrange an exchange or repair under the manufacturer warranty.

Exchange and Repair Terms

1. Exchange and Repair Period

- 1.1. Goods that develop a manufacturer fault within 30 days of the date of delivery will be exchanged or repaired free of charge, arranged by ourselves.
- 1.2. Goods that develop a manufacturer fault outside 30 days of the date of delivery, but inside the term of the manufacturer warranty, will be exchanged or repaired free of charge under the manufacturer warranty.

2. Qualifying Goods for Exchange or Repair

- 2.1. For the Goods to qualify for an exchange or repair under the manufacturer warranty, they must have developed a manufacturer fault, and be determined as such by ourselves or our partners.

- 2.2. Wilful or negligent damage to the Goods do not qualify for an exchange or repair under the manufacturer warranty, including damage from water, impacts or otherwise.

3. Returning Goods

- 3.1. The Goods must be returned to us, including the mobile phone, all original accessories and the original box, otherwise you will be liable for the replacement of any missing content.
- 3.2. You will be responsible for returning the Goods to us in pristine condition (not including any manufacturer fault), otherwise you will be liable for their replacement.
- 3.3. Headphones must still be sealed, otherwise you will be liable for their replacement.
- 3.4. The box may show some signs of reasonable wear, but no tears or other irreparable forms of damage, otherwise you will be liable for its replacement.
- 3.5. The Goods may have been used, i.e. had a SIM card inserted, been activated on a cellular network and had user accounts set up. However, we require you to remove all personal and security accounts from the mobile phone, as well as to perform a factory reset wiping all other personal data.
- 3.6. If we do not receive the Goods within 30 days of the day you received them, you may not qualify for an exchange; instead the device will be repaired.
- 3.7. We do not accept any liability for the loss or damage of the Goods in transit.

4. Associated Costs

- 4.1. Assessment of the Goods for exchange or repair by ourselves or our partners will be charged at £30.
- 4.2. If a manufacturer fault is identified by ourselves or our partners, your postage costs will be refunded upon request, and you won't be charged the £30 assessment fee.
- 4.3. If a manufacturer fault cannot be identified by ourselves or our partners, you will be liable for the £30 assessment fee.
- 4.4. You will be liable for the £30 assessment fee if any wilful or neglectful damage to the Goods is determined, even if we or our partners also identify a manufacturer fault.

5. Exchanging Goods

- 5.1. We will endeavour to provide a like-for-like replacement for your Goods. Where we're unable to, we will provide as close a match as possible.

How to Return Goods

1. Read the terms in this policy in full.
2. Contact us on 0345 413 6210 to speak to an advisor.
3. Pack the Goods appropriately.
4. Return the Goods via a recorded and insured delivery service to the following address:

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