



Talk4 Mobile – Goods and Service Terms and Conditions

By purchasing or ordering the Goods and/or Services, you agree to be bound by the terms and conditions set out below. Before you place your order, if you have any questions relating to these Conditions please speak to one of our sales staff or contact us via our website at www.talk4.co.uk in the contact us section.

Please click [here](#) for full information on network terms and conditions.

The Goods and Services comply with appropriate UK legislation and are only available to UK residents.

"Talk4 Mobile" means Talk4 Communications Ltd, together with its subsidiary and holding companies and any subsidiaries of such holding companies whether direct or indirect;

"Conditions" means these terms and conditions;

"Goods" means any goods you purchase under these Conditions;

"Non-subscription Services" mean any Services other than Subscription Services;

"Personal Information" means the details provided by you to us;

"Services" means any services you order or otherwise purchase under these Conditions;

"Subscription Services" means any Services to which you subscribe on an ongoing basis and which are supplied to you by us, for example technical support Services;

"Us/our/we" means Talk4 Communications Ltd, a company registered in England and Wales under the number 06827172 with registered office located at 38 Rothesay Road, Luton LU1 1QZ;

"Website" means either one of the websites located at www.talk4.co.uk or any other URL which may replace it; and

"You/Your" means the person ordering or otherwise purchasing the Goods or Services.

1. Rights and Obligations

- 1.1. You undertake:
 - 1.1.1. To pay any amounts due to us in a timely manner;
 - 1.1.2. That the Personal Information which you provide is true, accurate, current and complete in all respects; and
 - 1.1.3. To notify us immediately of any changes to the Personal Information either in writing addressed to Talk4 Telecoms, Business & Technology Centre, Bessemer Drive, Stevenage SG1 2DX or by contacting us via our website at www.talk4.co.uk in the contact us section; and
 - 1.1.4. Not to impersonate any other person or entity or to use a false name
- 1.2. We reserve the right to modify the price or the content or withdraw, temporarily or permanently, some or all of the Goods or Services available via our stores and/or our Website. We also reserve the right to change or add to these Conditions from time to time

1.3. Unless you have placed an order for any Goods or Services, or you subscribe to any Subscription Services, by the time such a change takes effect, we shall not be obliged to give you notice of any such modification or withdrawal

1.4. From time to time we may also have to make changes in the specification of any Good or Service:

1.4.1. To make it conform with any applicable safety or other statutory requirements;

or

1.4.2. To make it reflect changes in the manufacturer's specification, but we will endeavour to ensure that such changes do not reduce the quality or performance of such a Good and/or Service. Where you have placed an order for the affected Good and/or Service and such changes are substantial, we will notify you in advance to ensure that you still wish to proceed with any order that you have placed

1.5. Goods and Non-subscription Services:

1.5.1. You will be subject to the policies and Conditions in force at the time you order or otherwise purchase the Goods or Non-subscription Services, unless we are legally obliged to make changes to these Conditions that apply retrospectively. If this happens, these changes will apply to any orders we have not yet fulfilled when the changes took effect, even if your order was placed previously.

1.5.2. We shall not withdraw or modify to your substantial detriment any of the Goods or Non-subscription Services for which we have accepted an order from you, other than where such modification or withdrawal is required as a result of events outside of our reasonable control. We will take reasonable care to ensure all details, descriptions and prices of products and services are correct at the time the information is entered on to the system.

1.5.3. The purchase of software products is subject to your acceptance of the terms of any end user and/or licensing agreement(s) relating to such software.

1.5.4. We are under a legal duty to supply Goods that are in conformity with these Conditions.

1.6. Subscription Services only:

1.6.1. If you subscribe to any Subscription Services, we will give you prior notice of any withdrawal or modification of the Subscription Services, the price you pay for them or any changes to these Conditions.

1.6.1.1. Where these changes are to your substantial detriment (which shall include but not be limited to an increase in the price of your Subscription Services of more than 10%), you can choose to cancel any unused portion of the Subscription Services without penalty before any such changes take effect. Your continued subscription to the Subscription Services following such change taking effect shall be deemed to be your acceptance of such change.

1.6.1.2. Your right to cancel under 1.6.1 (i) above does not apply where: (a) any price increase in relation to the Subscription Services does not exceed the Retail Price Index figure, the Consumer Price Index figure or similar in any twelve-month period; or (b) the increase is as a result of any increase in VAT or other taxes or the introduction of a similar or new tax on the Subscription Service.

1.7. We will do our best to provide the Goods and/or Services you have ordered in a timely and efficient manner but please note that any estimated time frames for any delivery of the Goods and/or completion of the Services are estimates only and delays may arise as a result of matters outside of our reasonable control.

1.8. Goods that you have ordered may be subject to EU and US export control laws and laws of the country where it is delivered or used. Under these laws, such Goods may

not be sold, leased or transferred to restricted end-users (including to nationals of Cuba, Iran, North Korea, Sudan, and/or Syria) or countries or for restricted end-uses (including uses related to the development, production, use, or maintenance of "Weapons of Mass Destruction", including without limitation, uses related to nuclear, missile, and/or chemical/biological development). If the Goods are supplied to you subject to any such Export Laws, supply to you of the Goods is subject to you not falling into any such restricted categories.

2. Orders

- 2.1. The Goods and Services are available only to individuals who we, in our absolute discretion, consider eligible. The eligibility criteria include, without limitation, those whose applications are acceptable to us and those who are residents in the United Kingdom. Services that come with minimum term contracts are only available to individuals who are 18 years old or over and by ordering or otherwise purchasing such Services, you confirm that you are 18 years old or over.
- 2.2. When so requested by us, you must provide your name, phone number, address, payment details and other requested information.
- 2.3. Each order placed by you will be treated as an offer to purchase the Goods and/or Services to which your order relates. The contract will only be completed when we dispatch the Goods/commence the provision of the Services (as applicable).
 - 2.3.1. The "confirmation" stage of the checkout process sets out the final details of your order. An order will be placed when you press the "confirm order" button or a similar function. We will then send you an order acknowledgement email detailing the products you have ordered. This is not an order acceptance and will be followed by a second email which confirms your order has been accepted and is on its way – we usually send this on the next working day.
- 2.4. You acknowledge that any automated acknowledgement given when you place an order shall not amount to our acceptance of your offer to purchase.
- 2.5. We may, at our own discretion, limit, restrict or reject any order you place at any time prior to the contract having been completed. Where this happens, we will attempt to contact you using your Personal Information. We also reserve the right to limit or prohibit sales to dealers or to entities that we believe, in our sole discretion, are making use of the Goods or Services for profit
- 2.6. We take all reasonable steps to ensure all details, descriptions and prices of products and services are correct at the time the information was entered onto the system. Sometimes we have to hold our hands up and admit we have made a mistake by unintentionally publishing inaccurate information on the site (e.g. the price, description or availability of a product you have ordered). In this instance we may have to cancel your order at any time, even if you have received your Order Confirmation email, and you will receive a full refund of any charges already paid.

3. Price and Payment

- 3.1. The price of the Goods or Services (if any) shall be our quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price of which we inform you prior to accepting your order. All prices are inclusive of VAT at current rates unless stated otherwise.
- 3.2. You shall provide payment prior to us providing you with the Goods or Services (as applicable) unless otherwise agreed by us in writing.
- 3.3. If you fail to make any payment on the due date then, without prejudice to any other right or remedy we may have, we will be able to do one or more of the following: have, we will be able to do one or more of the following:

- 3.3.1. Where you subscribe to Subscription Services, suspend the provision of the Services to you until payment has been received and, where you have failed to make payment despite reminders to do so, cancel this agreement; and/or
- 3.3.2. Where you have ordered Goods or Non-subscription Services, cancel this agreement between you and us in relation to such Goods and/or Non-subscription Services; and/or
- 3.3.3. In any event, charge you interest (before and after any judgment) on the amount unpaid, at the rate of 2% per calendar month, until payment is made in full (a part of the month being treated as a full month for the purpose of calculating interest).
- 3.4. You confirm that any payment method you use is yours.
- 3.5. All payment methods other than cash are subject to validation checks and authorisation and we will not be liable for any delay or non-delivery caused by any failure of such checks or authorisation.
- 3.6. Once any Goods you have ordered or otherwise purchased have been collected and/or otherwise received by you, all risk of damage to, or loss of, the Goods shall pass to you
- 3.7. Irrespective of delivery and the passing of risk in the Goods, or any other provision of these conditions, the ownership of the Goods shall not pass to you until we have received in cash or cleared funds payment in full for the price of such Goods.
- 3.8. Until such time as the ownership of the Goods passes to you, you shall hold it on our behalf and keep it safe and identified as our property.
- 3.9. Until such time as the ownership of the Goods passes to you, we shall be entitled to ask you to return the Goods to us.

4. Right of Cancellation

- 4.1. Goods and/or Services ordered at a distance:
 - 4.1.1. Consumers ordering Goods or Services at a distance (such as via telephone or online) have certain cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
 - 4.1.2. You may cancel any order for Services at any time within 14 calendar days from the day after the commencement of the contract for such Services., However, you may not cancel once we have started providing any part of such Services to you with your agreement.
 - 4.1.3. You may cancel any order for Goods other than software at any time within 14 calendar days from the day after receiving your Goods without liability to us.
 - 4.1.4. Where you have ordered software, you do not have a right to cancel your order once it has been accepted and either (i) download of the software has started; or (ii) where the software has been delivered to on CD, DVD or other similar storage devices and the software is unwrapped.
 - 4.1.5. You may cancel your order Logging into the My account section of our site and filling out a cancellation form or using the Free Chat service that can be found in the contact us section of our site. For further details on how to cancel, please see www.talk4.co.uk/contactus.html. Any cancellation notice must be given before the end of the 14-day period referred to above.
 - 4.1.6. Where you cancel an order for Goods, it must be returned to us within 14 days of the date of cancellation, complete (together with any accessories, leads or other items provided with the Goods) and undamaged, with proof of purchase. If you fail to return the Goods in this manner, we may charge you the costs we incur in recovering the Goods from you (which may be substantial) or the stand-alone retail value of any missing or damaged items.
 - 4.1.7. Unless collection of the Goods has been arranged, you must return the Goods by sending it to Online Returns, Talk4 Communications Ltd, Business &

Technology Centre, Bessemer Drive, Stevenage SG1 2DX at your cost. It is your responsibility to ensure that the Goods are received by us and we recommend using Special Delivery where appropriate in respect of the type of Goods that you are returning. Please see online at www.talk4.co.uk/terms_and_conditions for further details of our returns policy.

- 4.1.8. Where we have agreed to collect the Goods from you, you must ensure that you make the Goods available for collection at the time arranged.
- 4.1.9. You shall be under a duty to take reasonable care of the Goods until received or collected by us (if applicable) and it is your responsibility to ensure that the Goods are not damaged whilst in transit using transport arranged by you.
- 4.1.10. You are entitled to examine any Goods that you have ordered as you would in a shop. However, if you use the Goods, you may lose your right to a full refund. Use would include, but would not be limited to using the Goods to make or receiving a call, sending or receiving SMS or MMS, the installation and/or use of any software (including games), connecting to and/or accessing the internet, downloading, or using any of the functions of the Goods for example amending settings, saving any data, adding a contact or appointment, taking a photograph or using an application. We reserve the right to charge you for the value of any Goods returned which have been used or damaged whilst in your possession, up to the full cost price of the Goods.
- 4.1.11. If you cancel your contract in accordance with the provisions of this Clause 4.1, subject to the provisions of Clauses 4.1.7 and 4.1.11 we will refund any sums paid by you in relation to your order (less our costs if we have to recover any Goods from you under Clause 4.1.7) within 14 days.

4.2. Subscription Services:

- 4.2.1. Without prejudice to our rights under Clause 1 above, if either party breaks the terms of this agreement in any material way, the other party can terminate this agreement by giving the other party 7 days' written notice of such termination.
- 4.2.2. Subject to Clauses 4.2.3 and 4.2.4 and without prejudice to Clause 4.2.1 above or to any other rights we have under the terms of these Conditions, either party can terminate this agreement at any time by giving the other party no less than 30 days written notice of such termination.
- 4.2.3. In the event that the Subscription Services come with a minimum term contract, without prejudice to our rights in Clauses 1 and 4.2.1 above, we will not terminate the Subscription Services during such a minimum term.
- 4.2.4. You may terminate the Subscription Services within such a minimum term but if you do so other than in exercising your rights under Clauses 1.6.1 and 4.2.1, we may charge you a cancellation fee.

5. Returns and Exchanges 5.1.

Please see Clause 4 above.

6. Your Personal Information

- 6.1. Your data protection rights are set out in our Privacy Policy, which sets out how we collect and use your personal information. This can be viewed at <https://www.talk4.co.uk/privacy>

7. Notices

- 7.1. You may send us notices under or in connection with these conditions:

7.1.1. By post to Talk4 Telecoms, Business & Technology Centre, Bessemer Drive, Stevenage SG1 2DX; or

7.1.2. Via our website at www.talk4.co.uk/contact_us

7.2. Proof of sending does not guarantee our receipt of your notice. You must ensure that you have received an acknowledgement from us which should be retained by you.

8. Limitation of Liability

8.1. We will not be liable under this contract for any loss or damage caused by circumstances where:

8.1.1. There is no breach of a legal duty of care owed to you by us;

8.1.2. Such loss or damage is not a reasonably foreseeable result of any such breach; or

8.1.3. Any loss or damage which results from the breach by you of any term of these Conditions.

8.2. Our liability shall not in any event include losses related to any business of a customer including but not limited to lost data, lost profits or business interruption.

8.3. We will not be liable for any loss or damage caused by us in circumstances where:

8.3.1. There is no breach of a legal duty of care owed to you by us; and/or

8.3.2. Such loss or damage is not reasonably foreseeable.

8.4. We will not be liable any loss or damage caused wholly or mainly by your breach of these Conditions.

8.5. Nothing in these Conditions shall:

8.5.1. Exclude or limit our liability for death or personal injury resulting from our acts or omissions or those of our servants, agents or employees; or

8.5.2. Limit your rights as a consumer under applicable UK law.

8.6. We shall not be liable where we are unable (using reasonable efforts) to provide any Goods and/or Services ordered by you as a result of any event outside our reasonable control.

8.7. All Services are provided on a commercially reasonable basis. Although we will provide the Services with reasonable skill and care, we make no warranty that the Services will meet your exact requirements or that they will always be available.

8.8. The Goods, where new, are sold with the benefit of and subject to the terms set out in any warranty or guarantee given by the manufacturer of the Goods. This is in addition to your legal rights in relation to Goods which are faulty or which otherwise do not conform to the legally required standard.

8.9. Each provision of this Clause 8 operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply even after our agreement has been terminated or cancelled.

9. Events Beyond the Parties Reasonable Control

9.1. If either of us cannot do what we have promised 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, or acts of local or central government or other competent authorities, such party will not be liable for this.

10. Third Parties

10.1. Nobody but you and us can benefit from these Conditions under the Contracts (Rights of Third Parties) Act 1999.

11. **11. Assignment**

11.1. You may not but we may, assign, charge or otherwise dispose of our rights under these Conditions. Any attempt by you to do so shall be void.

12. **Handling Complaints**

12.1. If you ever wish to complain about the Goods or Services, you may do so in the following way:

12.1.1. Through our website at www.talk4.co.uk in the contact us section of our site

12.1.2. In writing addressed to: Talk4 Telecoms, Business & Technology Centre, Bessemer Drive, Stevenage SG1 2DX.

12.2. If you are not happy with the way that we deal with any disagreement and you want to take court proceedings, you must do so within the United Kingdom.

12.3. Under EU Regulations around online dispute resolution for consumer disputes, traders are required to provide consumers with an accessible electronic link to the Online Dispute Resolution (ODR) platform. You can submit your complaint via the Online Dispute Resolution platform, which can be found at <http://ec.europa.eu/odr>.

13. **Call Monitoring**

13.1. Monitoring or recording of your calls may take place for our business purposes, such as quality control and training, to prevent unauthorised use of our telecommunications systems and to ensure effective systems operation and in order to prevent or detect crime.

14. **Terms applicable only to Promotional Offers provided in relation to Network Contract(s) or agreement(s) for Subscription Services**

14.1. In relation to the Promotional Items only, the terms listed below shall have the following meaning:

14.1.1. "Minimum Period" means any minimum period for the provision of any Subscription

Services or Network Services beginning the day of which the provision of your Subscription Services or Network Services (as applicable) begin or, in the case of a contract renewal, the date on which that renewal becomes effective;

14.1.2. "Network Services" means the telecommunication, internet or television services provided by a Network Operator;

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

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

14.1.5. "Promotional Items" mean Goods received for free or at a discount when you have entered into a Network Contract or an agreement for Subscription Services; and

14.1.6. "Services Contract" means a Network Contract or contract for Subscription Services.

14.2. Terms applicable to Promotional Items received for free or at a discount when you have entered into a Network Contract or an agreement for Subscription Services:

14.2.1. Where you have received your Promotional Item(s) and:

14.2.1.1. It has not been possible to fully provision you with your Network Services or Subscription Services, for whatever reason, within 60 days of you placing your order;

14.2.1.2. Your Services Contract is terminated as a result of you being in breach of its terms (including but not limited to where you have failed to fulfil your payment obligations during the Minimum Period); or

- 14.2.1.3. You move onto a lower rate monthly subscription or you end the Services 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), you must, unless you have paid all the charges due under your Services Contract: i. return the Promotional Items to us within 14 days of our request for you to do so by sending it to the address of which we notify you (here, we recommend that you use special delivery); or ii. keep the Promotional Items, in which case you agree to pay us the amount of the discount being the standalone retail price of the Promotional Items (i.e. the price you would have paid had you purchased the Promotional Items without entering into the Services Contract) less any amount paid by you at the time of purchase for the Promotional Items (the "Outstanding Amount").
- 14.2.2. Any such Outstanding Amount due will be invoiced as we advise and you must pay the invoiced amount within 14 days of the date of the invoice.
- 14.2.3. We agree that, subject to the provisions of Clauses 14.2.1 and 14.2.2 we will not exercise our right under Clause 3.9 where you have entered into a Services Contract, and are duly performing your obligations as to payment under it.
- 14.3. Terms Applicable to cash-back, redemptions or similar promotional deals offering you a financial incentive or rebate when you have entered into a Network Contract or an agreement for Subscription Services (together, "Cashback and/or Redemption Deals")
- 14.3.1. The following terms are in addition to any specific terms applicable in relation to any Cash-back and/or Redemption Deal that you have entered into.
- 14.3.2. Where Cash-back and/or Redemption Deals offer you a fixed price line rental via cash-back or redemption, this fixed price is dependent on the Network Operator or Service Provider not increasing the price of its Services. Where the price of the Services is increased by the Network Operator or Service Provider, this is done independently of the Cash-back and/or Redemption Deal. The amount of payments you receive under your Cash-back and/or Redemption Deal will remain static for the duration of the Cash-back and/or Redemption Deal and you will remain liable to the Network Operator for any such increased prices.
- 14.3.3. You may be required to make payments upfront for the full amounts due under your Services Contract prior to being entitled to claim any payments from us under your Cash-back and/or Redemption Deal.
- 14.3.4. To claim any payments due to you under your Cash-back and/or Redemption Deal:
- 14.3.4.1. You may be required to provide us with specific bills at specific times;
- 14.3.4.2. You must ensure that all payments due from you under your Services Contract are up to date. Failure to do so may invalidate your Cash-back and/or Redemption Deal and you may no longer be entitled to claim any further payments.
- 14.3.5. Any bills that you are required to send in under clause 14.3.4 above must show:
- 14.3.5.1. The Services Contract to which you subscribed when you signed up to the Cash-back and/or Redemption Deal;
- 14.3.5.2. The same tariff (if applicable) to which you signed up;
- 14.3.5.3. Your name and address as provided by you at the time you entered into the Cash-back and/or Redemption Deal; and
- 14.3.5.4. In relation to mobile phones, the number which you were allocated at the time you entered into the Cash-back and/or Redemption Deal. If you have ported a previous number or if you have changed address, you

and

must notify us thereof. Please see the information provided to you when you entered into your Cash-back and/or Redemption Deal for details on how to do this.