



The following terms and conditions for the sale of goods ("The Conditions") will govern all contracts for sale that we, Fonebox (nw) Limited ("The Vendor"), enter into with you ("The Purchaser"), to the exclusion of all other terms and conditions.

We will treat each order for goods as an offer to purchase the goods subject to these conditions. You are deemed to accept the conditions when you place an order for goods with us. Our contract begins with you when we accept your offer to purchase goods by sending an order confirmation email.

## **1.0 Delivery**

1.1 Your credit card will not be debited until the day we ships the goods.

1.2 If the ordered goods fail to arrive within 14 days of dispatch, you will have the option of either a full refund or a replacement shipment. Incidences where a delivery attempt has been made are excluded.

1.3 Where an incorrect address has been given to us with the order, we reserve the right to charge for any extra carriage costs incurred.

1.4 All orders will require a signature upon delivery. It is the customers responsibility to provide a delivery address where there will be somebody available to sign for the goods, and to arrange re-delivery or collection with the delivery courier if a delivery attempt has failed.

1.5 Our standard unsubsidised costs for UK delivery start at £4.00 excluding VAT for a single item order and for international delivery start at £12. We may offer reduced delivery as a special incentive and on these occasions the delivery costs detailed above will be subsidised. Subsidised delivery is available only once per order..

## **2.0 Distance Selling Regulations**

2.1 In accordance with 'The Consumer Protection (Distance Selling) Regulations 2000', consumers have the right to cancel an order within a "cooling off" period of

7 working days after receipt of an order. These regulations are not connected with the "Sale of Goods Act" which deals with faulty goods, and if your purchase is faulty it will be dealt with through our normal procedures for faulty goods. Also, these regulations apply only to consumers and not to business purchases.

If you have received an item and, after physically inspecting it, have changed your mind about purchasing the item, you may return the goods to us for a refund of the purchase price of the item, subject to the following conditions:

- You are not a business customer, and the goods were not bought for business, commercial or any type of non-consumer use.
- The goods are unused and in re-stockable condition, with all seals intact and the original packaging unopened.
- The goods are not personalised or made to your specification.
- Any delivery charges you paid to us are non-refundable.
- You are responsible for ensuring the safe return of goods and for any delivery costs you incur when returning the good to us.
- You provide us with written notice, within 7 days of your receipt of the goods, of your intent to cancel your contract with us.

2.2 The Distance Selling Regulations are designed to give you an opportunity to physically examine the goods as you would in a conventional shop. The regulations are not intended to be used as a trial purchase scheme. It should also be noted that consumers have a legal obligation to exercise a duty of care towards the products as no financial penalty should be incurred by a retailer accepting goods for return under this legislation.

2.3 If you would like to return goods under this legislation, and your return meets the conditions listed above, then proceed by providing us with written notice of your intent to cancel your contract with us. We will then provide you with a returns authorisation number and the appropriate returns instructions.

2.4 Opened/unsealed software products are explicitly excluded for piracy reasons. Opened headsets and personal handsfree units are explicitly excluded for personal hygiene reasons.

2.5 We reserve the right to charge you an administration fee or our full return delivery costs for returned goods that do not meet the conditions listed above.

### **3.0 Returns, Exchanges and Warranty**

3.1 If your goods are damaged in transit and arrive physically damaged, then you should report the damage to us by e-mail [info@foneboxnw.co.uk](mailto:info@foneboxnw.co.uk) within 7 days of delivery. Replacement goods will be dispatched as soon as possible after the damaged goods have been returned.

3.2 If the goods received are different from those ordered, then you should report the difference to us by e-mail [info@foneboxnw.co.uk](mailto:info@foneboxnw.co.uk) within 7 days of delivery. Replacement goods will be dispatched as soon as possible after the incorrectly sent goods have been returned.

3.3 Original manufacturer branded product have a one year warranty for domestic and general business use, except batteries which have a six month warranty. Third-party products/own brand products have a one year warranty for domestic and general business use. The warranty does not cover any form of misuse, customer inflicted damage, accidental damage, wear and tear or commercial use. Please note that if repairs are done other than by ourselves or our authorised agents any warranty will be void. If the quality control seal on a returned product has been broken, removed or tampered with in any way, then the warranty will also have been invalidated and our contract will be deemed to have ended.

3.4 Goods returned in full compliance with Conditions 3.1 or 3.2 we will be replaced unless the goods are no longer available, in which case an alternative product will be offered. Goods returned in full compliance with Conditions 3.3 will be repaired or replaced, if neither of these is possible then a refund will be offered.

3.5 All returns must receive prior authorisation from Fonebox (nw) Limited. You must contact us before returning goods to receive returns instructions and a returns authorisation number.

3.6 Your return will also be rejected if the returned goods violate Conditions 2.x, 3.1, 3.2 or 3.3, are found not to be damaged or faulty, or are found to have suffered damaged as a result of customer misuse.

3.7 We reserve the right to charge you an administration fee and/or our full return delivery costs for returned goods that have subsequently been rejected as illegitimate.

3.8 Returns, refunds, repairs and exchanges can take up to 28 days to be fully processed.

## **4.0 Privacy**

4.1 We do collect the information given at the time of your order. This information is not disclosed to any third party and is collected by Fonebox (nw) Limited.

4.2 We do not email customers except in connection with your order, you will receive no newsletters, special offers or other spam. Your delivery address details will never be used for postal marketing.

4.3 All information is collected lawfully and in accordance with the Data Protection Act 1998.

## 5.0 Security

5.1 On Protx order processing pages we use 128-bit SSL certificates.

5.2 If you have any questions about security at Fonebox (nw) Limited please contact us.

5.3 We will take all reasonable precautions to keep the details of your order and payment secure, but, unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.

## 6.0 Payment and Pricing

6.1 Whilst we will endeavour to ensure the prices on the web site are as accurate as possible, we reserve the right to change a price in exceptional circumstances. If a price is corrected due to exceptional circumstances, you will be informed of the change before payment is processed and offered the opportunity to cancel the order.

6.2 If an order is placed for an item with an erroneous price, and the erroneous price is less than the cost price of the item, we reserve the right to cancel the order.

6.3 All orders placed with us will undergo stringent security and fraud detection checks prior to dispatch. We will not be held responsible if you supply incorrect details that delay the completion of the security checks and result in a delay in the processing of your order.

## 7.0 Business Customers

7.1 If you are a business or if the goods are used wholly or in part for business purposes, we shall not be liable to you for any business loss including loss of profits, (whether direct or indirect) data, revenue, goodwill, or incidental, or consequential loss that you may suffer as a result of the purchase of goods from us. Any other liability shall be limited to the price paid for the goods. We do not exclude our liability for death or personal injury.

7.2 If you have a credit account with us payment is due 30 days after the date of our invoice and we may charge interest for late payment calculated daily at 4% above the Bank of England base rate both before and after judgment.

7.3 All business and trade sales are final. Returns, refunds and product exchanges are not available unless the goods purchased are faulty, arrived damaged or have been incorrectly described.

## **8.0 Goods**

8.1 It is the responsibility of the purchaser to confirm compatibility with existing equipment before making a purchase.

8.2 Use of third party accessories and products with your mobile phone may affect the manufacturer warranty of your phone. We can not be held responsible for any affects on your warranty from using goods supplied by us.

8.3 We will not be held responsible for any damage caused to your existing equipment through the use of goods supplied by us. Use of goods purchased from us is at your own risk.

8.4 We will not be held responsible for your inability to operate the goods purchased. Many of the products we sell require a moderate degree of technical ability and you should confirm your suitability to operate any goods prior to purchasing.

8.5 Whilst we make every effort to ensure that the goods supplied correspond to in every effect with the sample, specification or description provided as the case may be, we are not responsible for any minor variations in specification, in colour, or other design features, and no such minor variation shall entitle you to rescind the contracts or shall be the subject of any claim against us by you.

8.6 Goods are not sold on a trial basis.

## **9.0 VAT (Sales Tax)**

9.1 All prices listed on the site exclude VAT unless stated otherwise.

9.2 For all customers, VAT is charged at the current UK rate of 17.5%.

9.3 Our VAT registration number is GB 693 654 429.

9.4 If importing goods to a foreign country, you are responsible for any local taxes, import duties and customs duties that may be levied on you by local authorities.

## **10.0 Claims and Liability**

10.1 We shall not be liable to you for any failure or delay in performance of the contract, if it is due to an event beyond our reasonable control. Including, without limitation, acts of God, war, industrial dispute, fire, flood, tempest and national emergencies and if so delayed, we shall be entitled to a reasonable extension of time in meeting contractual obligations.

10.2 You will be responsible for the goods once they have been delivered. Our responsibility for everything other than damage due to our negligence will end at the time the carrier delivered the goods to you.

10.3 We will not be liable for any losses, costs, damages, charges or expenses that are incurred by you as a result of a delay in delivery or as a result of our inability to supply the ordered goods.

10.4 You agree to indemnify us against any claims, losses, liabilities, damages and expenses (including legal fees), arising out of your use of this site.

10.5 We reserve the right to invoice you for administration costs occurred in dealing with and defending against unjustifiable, vexatious or frivolous claims and accusations.

## **11.0 General**

11.1 We reserve the right to decline any order for any reason.

11.2 We reserve the right to cancel your contract with us at any time if your behaviour is found to be inappropriate, inconsiderate or unreasonable.

11.3 These terms and conditions are governed by the laws of England and any disputes will be decided only by the courts of England.

11.4 In respect of consumer sales only, these terms and conditions do not affect your statutory rights as a consumer.

11.5 These terms and conditions are subject to change at any time without prior notice to the purchaser. Any such change shall not affect any contract existing between us at the time of such change.

11.6 If part of these terms is found to be unlawful, it shall not affect the validity of the remainder.