



zero seven

TERMS & CONDITIONS

1. "Company" shall mean Zero Seven Telecom. "Buyer" shall mean the organisation or individual from which orders are received by Company. "Products" shall mean items supplied by Company. "Order" shall mean an order placed with Company specifying Products required by Buyer. "Price" shall mean the price of the product together with all VAT and any interest due.

2. Application These terms govern the sale by the company to the Buyer of Products for which the Buyer places an order that is accepted by the Company. No other terms and conditions shall apply. The Buyer's acceptance of the Products shall be deemed to constitute acceptance of these Terms.

3. Orders All Orders placed by the Buyer are subject to acceptance by the Company. The Company reserves the right to revise prices, limit quantities, correct errors in its documentation and refuse orders at its discretion including, without limitation, Orders from distributors, dealers and warehouse stores.

If an error is discovered in the price of the goods that the Buyer has ordered, the Company will inform the Buyer as soon as possible. In the event that the Buyer orders an item and the price published is incorrect for any reason, the Company will contact the Buyer upon discovery of the error to let them know the correct price and ask the Buyer whether they still wish us to fulfill the order at this price. The Company shall be under no obligation to fulfill an order for a Product which was advertised at an incorrect price. Should the Company have fulfilled the Order before discovering the error, the Company reserves the right to take back the goods and refund the Buyer the purchase price or charge you the correct amount.

Except as may otherwise be permitted by applicable law, the Buyer may not cancel an order which the Company has accepted without the agreement in writing of the Company, which requirement may be waived by Zero Seven Telecom from time to time in its sole discretion.

4. Product Pricing An Order is accepted on the condition that the prices of the Products shall be those in force at the time of order acceptance except in the case of a specific quote raised by Company in which case the quoted Price is firm for 30 days from date of quotation. All prices and other sums payable by virtue of these Terms and Conditions are subject to the addition of Value Added Tax or any other tax required to be paid by law.

5. Delivery The Company shall use reasonable endeavours to supply and deliver Products in accordance with any such date, address and specific instructions specified by the Buyer however time shall not be of the essence. The Company shall not be liable for its inability to deliver Products if prevented from doing so by any cause beyond its reasonable control. The Buyer will advise the company, by e-mail or Fax, on the day of receipt of goods of any damage to Products received or any discrepancy between Products ordered and Products received.

6. Risk & Title Risk in the goods shall pass to the Buyer on delivery. All goods supplied by the Company shall remain the sole and absolute property of the Company both in law and equity until the customer shall have made payment to the company for all the goods supplied under the same contract.

The Buyer acknowledges that they are in possession of all goods supplied under the terms and conditions solely as bailee for the Company until the Buyer shall have paid the Company the invoiced prices together with the full price of any other goods supplied by the Company to the Buyer pursuant to the same contract.

7. Payment Unless the Buyer has an agreed credit account, the Buyer must pay for the Products at the time they place the order or at the time of despatch. If the Buyer is an account holder, please be aware that under the terms of the Late Payment of Commercial Debts (Interest) Act 1998, the Company is entitled to levy interest and a late payment compensation fee on overdue debts. Credit accounts are not available for first time orders. The company reserves the right, by giving you notice at the time you place your order, to increase the price of the Products to reflect any increase in the cost to the company which is due to any factor beyond its control. In the event that Buyer is in arrears in the payment of any sums due, shall have exceeded any agreed written credit limit Company shall, without prejudice to any of its existing rights or to any existing claim, be entitled to withdraw any credit facilities and shall not be obliged to supply any further Products whether Orders have been accepted by Company or otherwise. Buyer is not entitled to withhold payment of any invoices or to make any deductions from invoices on account of any claim against Company.

Unless otherwise agreed with Zero Seven Telecom account manager, where a 'Technology Fund' has been arranged between the buyer and Zero Seven Telecom this will only be valid for the duration of the contract that the buyer has signed with the network or with Zero Seven Telecom. Should the customer terminate this contract before its full duration the 'kit credit' will no longer be valid.

8. Product returns As a valued customer we want you to be happy and satisfied every time you place an order with us. We know that occasionally you may wish to return an item, therefore please find below details of our Returns Policy.

If for any reason you wish to return a product for either cancellation or exchange please contact our Customer Services Team on 0800 0192217 to obtain a Returns Authorisation number. Our staff will advise if the goods can be returned and where to send them to. Without an RA number, your return may be subject to delays, or even refused.

Once the Returns Number has been obtained, it must be written clearly on a sheet of paper within your parcel. Please do not write this number on the handset box. Return carriage costs are the customer's responsibility.

The Company are unable to process any returns, refunds or cancellation of contracts until the goods have been received and inspected at our offices. If the goods fail to be returned to us you will still be responsible for the cost of the lost/stolen phone and payment of monthly line rental on mobile phone contracts for the life of the contract.

Special Delivery should be used for all mobile phones and any items worth over £30.00. Please ask for Consequential Loss cover with Special Delivery if you are returning a contract - this should cover any additional loss as a consequence of the phone going missing. Please ask Royal Mail for more information on 08457 740740. We very strongly advise customers to return all mobile phones and goods over £30.00 in value to us using a tracked and insured postal service such as Royal Mail Special Delivery Service.

All goods should be packaged in a secure parcel to avoid damage in transit ensuring the contents are not on show.

8.1 Condition of returned goods A charge will be made up to the full sale value of any goods that are returned back in an un-saleable, soiled or incomplete condition (not in the same condition in which you received them) these charges will be pursued by the Company.

With specific reference to Handsets provided by the company, please ensure that your handset has been returned to full factory settings checking that any contacts, data and content have been removed before returning. We are unable to retrieve data from returned handsets unless specific written confirmation has been provided by the Company.

We can not be held responsible for loss of information left on a handset which has been returned.

8.2 14 Day exchange on contract mobile phones Contract Mobile Phone. Orange, T-Mobile, Vodafone, O2 and 3G all offer different 14 day exchange periods on all contractual mobile phones. This is subject to their terms and conditions.

Where applicable an RA number must still be obtained from our Customer Services team before returning your goods. Our Customer service staff will advise if any or all of the additional products which were supplied with your phone also need to be returned.

All goods must be returned within 14 days. Day one is the date the service commenced, and goods should be returned in the same condition in which you received them, in their original box/packing containing all original items.

8.3 Faulty goods – Handsets Applicable to contract sales on Orange, Vodafone, O2, 3G and T-Mobile

If a fault occurs within 28 days of the date of connection, the phone and all its contents must be returned to the company and a replacement handset will be issued. Customers whose handsets become faulty after 28 days of connection will receive by calling the customer service team advice about the fault and depending on the network or fault the customer may be advised to contact the manufacturer to arrange repair or replacement.

Please note that if on close inspection, we have reason to believe that the fault occurred due to willful damage; examples include liquid damage, sand abrasion and dropping. Or misuse, neglect, repair or modification by the customer, we are not obliged to cover postage charges or offer a refund/replacement.

If your phone is replaced and later determined to be beyond economical repair due to customer damage, we will invoice you for the cost of the replacement phone.

The Company will not accept any products returned to it for credit or repair without issuing prior written consent. In the event Company agrees to the return of the Products they shall be packed, labelled and despatched at the cost of Buyer. We reserve the right to apply a handling charge of at least 20% on all returns - Company's errors and omissions excepted. Any Product accepted for credit must be complete, including original packing. Until the Products are acknowledged as having been received by Company they shall remain at Buyer's risk. In the event that Product is returned in an unacceptable condition it will be returned to Buyer at Buyers cost.

The Company will not be liable for any faults that effect handsets that are a consequence of, or are associated with specific network failures as these are beyond the control of the Company. This includes but is not exclusive to system failures and network outages.

Network Branded handsets can vary in the software and specifications that are pre-loaded. These variances cannot be considered as faults and will not be considered as grounds to return a handset as faulty.

9. Product Warranty All products come with either a 12 or 24 month manufacturer's warranty. This is handset dependent – if unsure please ask our customer service team. This warranty does not affect your statutory rights which cannot be excluded or restricted at law.

The Company shall not be liable, nor enter into warranty claim discussions, under any circumstances:-

(a) For any defect caused by fair wear and tear; (b) When Products are subjected to abnormal usage or where the defect is due to the act, neglect or default of anyone other than Company; (c) For the replacement, renewal or repair of any of the Products or part or parts thereof where the replacement renewal or repair becomes impossible as a result of Force Majeure or any other circumstances beyond Company's control; (d) Where the Products or any component parts thereof are the subject of a separate guarantee given by a third party the benefit thereof is hereby assigned by Company to Buyer.

Buyer acknowledges that Company offers no specific warranties in respect of fitness for any particular purpose of the Products and that any such warranties are hereby expressly excluded and Company shall not (except as set out above) be under any liability whatsoever in respect of defects in Products delivered or for any injury, damage or loss resulting from such defects from any cause whatsoever.

Buyer shall have no claim for loss of profits or contracts or consequential loss which may be suffered by Buyer or any third party arising out of such breach of warranty.

Zero Seven Telecom reserves the right to supply handsets which have been refurbished. This applies to Nokia handsets which have been fully refurbished at the Nokia Repair Centre in Barnstaple. Please contact them directly for their terms and conditions and quality of service. These will be supplied in Zero Seven Telecom phone boxes, but does not apply to all handsets supplied in such packaging. In the event of any fault with these handsets Zero Seven Telecom will honour a full 24 month handset warranty, unless Warranty Void stickers are removed.

10. Force Majeure Company shall not be liable for any failure to supply and/or deliver Products or for any damage to or defect in the Products caused by fire, theft, riot, war, embargo, labour disturbances, Acts of God or any other reason beyond The Company' control including any act or default of Company own suppliers or third parties. No consequences of any such event shall give rise to the rescission of the Contract unless in the opinion of Company the Contract becomes incapable of performance.

11. Default If the Buyer shall default in the performance of any of its obligations under the contract, Company shall on giving Buyer notice in writing have the right at Company's option and without prejudice to any other right or remedies Company may have under the terms of the Contract to take all or any one of the following actions:-

(a) Cancel all or any part of any discount which might otherwise have been due under the terms of the Contract;

(b) Suspend any outstanding delivery of Products or part thereof until such default shall have been made good;

(c) Recover possession of and remove from Buyers' premises that part of Products to which the default relates and Buyer shall allow Company access to its premises and such facilities as may be necessary to enable Company to do so. No waiver or delay in exercise by Company of its right under this Condition shall be deemed to imply acceptance of or condemnation of the default or any subsequent default.

If Buyer shall become bankrupt, go into liquidation, become insolvent or have a receiving order made against it or compound with its creditors or carry on its business under a Receiver for the benefit of a creditor or creditors Company shall be at liberty without prejudice to any other or further remedies Company may have under the Contract:-

- (a) To terminate the Contract forthwith by notice in writing to the Buyer or Liquidator or Receiver; and
- (b) To enter Buyer's premises and recover and remove any or all of the Products or parts thereof in respect of which full payment of the price of the Products has not been made to Company and Buyer shall afford The Company free access thereto and to all facilities as may be necessary to enable Company so to do.

12. Liability Company shall be liable for loss, injury and damage which directly arises from and to the extent that it is caused by Company's negligence. Otherwise The Company shall not be liable for any costs, claims, loss, damage or injury of whatsoever nature or howsoever caused. Without prejudice to previous paragraph the Company shall not in any event be liable for consequential or indirect loss or damage howsoever arising.

The Buyer shall fully indemnify the Company against all claims and demands made upon Company by reason of any such loss, injury or damage for which Company is not liable hereunder.

The Buyer shall pay to Company forthwith on demand all expenses, costs or charges, including but not limited to all legal fees incurred as a result of or in any way connected with any breach of these Conditions. For the avoidance of doubt all legal fees payable to Company hereunder shall be paid by Buyer on a full indemnity basis.