

Must Have Mobiles Terms and Conditions

The below Terms & Conditions apply to any customers placing orders with us:

1. Placing an Order & Stock Availability

- 1.1. All items offered on our website are subject to availability. We endeavour to advise on our website any items that are currently out of stock, wherever possible. If an item ordered is out of stock we will notify you within two working days of your order being placed. We shall advise you of the likely time scale of any delay, but you are of course at liberty to cancel your order.
- 1.2. Orders for any of our products can be placed via our Secure Online Server, by telephoning our Customer Service Centre or by completion of a manual application form, which can be faxed or posted back to us.
- 1.3. All required fields and sections of our order forms must be completed with the correct information.
- 1.4. We aim to process and despatch all orders as quickly as possible - usually within two working days. Business orders may take longer due to verification and credit checking processes.
- 1.5. All orders are checked by our Order Verifying Team for the security of both you and us. Our Order Verifying Team or the mobile phone network may request proof of address and/or proof of identification from you before your order can be processed. If this is the case we will contact you giving you full details of what is required.
- 1.6. If you are paying for your order by credit or debit card we may carry out checks or "authorisations" with the card issuer for security reasons. If any problems occur with the authorisation of your credit or debit card we will contact you with further details.
- 1.7. All applications for a pay monthly mobile phone "contract" are subject to a credit check - the mobile phone network may in some cases ask for a deposit to be paid by the applicant before a connection can be made. The network may also decline your application in certain instances. If either of these occur we will contact you and advise you of the situation.
- 1.8. Complications caused by any of the above in Clauses 1.3 - 1.7 may cause a delay in the processing and despatch of your order.

2. Payment and Ownership of Goods

- 2.1. We accept payment by Visa, Delta, Switch, Mastercard, and Amex cards that are not swipe only. Must Have Mobiles will never debit any credit/debit card until the order is ready for despatch. In these Terms and Conditions of Business:- "Goods" means goods or products offered for sale by us. "Goods" also means mobile phones that are discounted or supplied free with monthly paid contracts.
- 2.2. "Promotional Product" means an item or product offered free of charge with goods that have been supplied and paid for, or discounted to free.
- 2.3. We verify your credit card details when we take payment for your phone handset. If your handset has no up-front costs we will still ask for authorisation for a nominal sum to be debited from your credit card account for the purposes of credit card verification. We will ONLY request authorisation for this sum; no funds will be debited from your credit card account for a handset that has been sold as 'FREE'.
- 2.4. Goods and promotional products supplied by us remain our property until the goods are paid for in full. If payment is declined by your cardholder, or your cheque is not honoured by your bank, whether before or after despatch of the goods to you, we will treat the order as cancelled. If the goods and promotional products have been despatched we may:-

- a) Require you to return the goods and the promotional products to us in good condition within 7 days; or
- b) Require you to pay in full by satisfactory alternative means within 7 days.

2.5. Any claim or obligation under this Clause is without prejudice to our rights under Clause 14 of these Terms and Conditions of Business.

3. Website Accuracy

3.1. Our Website Production & Design team work extremely hard to ensure our website is as accurate as possible and in order to achieve this our website is updated on most days.

3.2. However we cannot guarantee the accuracy of information supplied, especially such things as product specifications, network tariffs, call charges and special offers and promotions which may change without prior notice, before or after you have placed your order with us.

3.3. Products, prices, offers, tariffs and promotions are valid only for the period they are displayed on our website (unless otherwise stated) - all of which are subject to availability. If any of these should change to your detriment or become unavailable in the period after you have placed an order with us we will contact you before proceeding with the order.

3.4. Pictures of products are as a representation only and should be used only as a guide. Specifications and/or colours of products may change without prior notice.

4. Product Warranty

4.1. All products come with a 12-month manufacturer's warranty. This warranty does not affect your statutory rights which cannot be excluded or restricted at law.

4.2. Additional insurance and extended warranty periods for mobile phone handsets maybe available at an extra cost on certain products. We do advise that you consider taking this "Insurance" wherever possible.

5. Delivery

5.1. Accessories - we endeavour to despatch all in stock accessories within 1-2 working days of the order being placed. Accessories are delivered by Royal Mail 1st Class or Recorded Post depending on value.

5.2. Mobile Phone Contracts - we endeavour to despatch all contract and prepaid mobile phones within 2-3 working days of ordering. (See clause 1.4 regarding business orders). These items are sent by Royal Mail Silver Service, Parcel Force or City Link Insured Next Day Delivery. Saturday and Monday delivery cannot be guaranteed by Royal Mail and Parcel Force and City Link do not deliver on a Saturday.

5.3. Prepaid Sim Cards - we endeavour to despatch these connections within 2-3 working days of ordering. Prepaid Sim cards are despatched by Royal Mail recorded delivery.

5.4. Must Have Mobiles cannot be held responsible for any delays with Royal Mail, Parcel Force, Parcel Line or any other courier delivery service.

5.5. Parcels sent to the remotes parts of the United Kingdom, such as Northern Scotland and parts of Northern Ireland and the Isle of Man etc may take longer to deliver.

6. Privacy of Information

6.1. Any information collected by Must Have Mobiles, including that gathered at the time of ordering/registration, is collected lawfully and in accordance with the Data Protection Act 1998.

6.2. Must Have Mobiles do not sell or transmit any customers personal information, including email addresses, to any organisation for any purpose other than for processing orders placed with us (if necessary).

6.3. Where there is sufficient evidence to suggest that fraud is being perpetrated, (such as the stated name and address being different to that of the credit/debit card owner), Must Have Mobiles reserve the right to pass identification (such as name, address, email and ISP details) to other businesses, fraud data bases and relevant authorities.

6.4. From time to time we may send you information via email or post regarding your purchase or regarding other services/products available from Must Have Mobiles. We would always provide an "opt-out" or "unsubscribe" option in any electronic correspondence to enable you to stop any further mailings if you so wished.

6.5. If you require any further information regarding our Privacy of Information policy please email sales@MustHaveMobiles.co.uk

7. Pricing

7.1. Unless we indicate otherwise, all prices stated include VAT and delivery within the United Kingdom (excluding Eire). All Errors and Omissions are excepted.

8. Mobile Phone Contract Connections and SIM Card Connections

8.1. All mobile phone and prepaid SIM card connections (excluding prepay handsets) are subject to a 12 month airtime contract. All connections (excluding prepay) are subject to a connection fee (unless otherwise stated). All contract connections are subject to status and acceptance by the Network concerned to United Kingdom residents aged 18 years or over. Contract upgrades are also subject to a further 12 months airtime contract.

8.2. A credit check will be carried out by the network/provider prior to connection using the information supplied by the applicant. We will always advise the applicant of any negative credit assessments and connection refusals. Must Have Mobiles cannot be held responsible for the result of any credit assessments or for any delays caused by insufficient or incorrect information being supplied by the applicant. See also Clause 1.7.

9. Returning Products

9.1. If for any reason you wish to return a product or receive a replacement product please call our Customer Service Team on 01726 816169 for assistance.

9.2. We would request that you contact our Customer Service Team as soon as any problem becomes apparent.

9.3. We will deal with all replacements and refunds with high priority.

9.4. Replacements will be sent out when the original item is returned.

9.5. It is the customer's responsibility for the safe return of all goods. All items must be returned within "a reasonable time" as they were received with their original packaging and full contents included, along with original documentation and proof of purchase. Items returned in a less than pristine condition and/or with damaged or missing packaging will incur charges to cover the cost of the items. These charges will be pursued by Must Have Mobiles. Should items not be received then it cannot be accepted as a 7 day cancellation and you will be liable for the full duration of your contract.

9.6. Where a refund is sought for non faulty items and is outside of the 7 day cooling off period we reserve the right to make a charge to cover our administration costs. This charge will not exceed the direct costs of postage etc.

9.7. Refunds cannot be given if we judge that the product has been wilfully damaged, misused, neglected, overloaded, modified, adapted or repaired.

9.8. Where goods become faulty within the first 28 days and qualify for an exchange, the faulty items must be returned to us, with the original packaging, within 28 days of the date of Invoice. Items returned as faulty and subsequently found to be subject to customer damage will incur charges. These charges will be pursued by Must Have Mobiles.

9.9. Should the return be because of a change of mind the customer will be responsible for all return postage costs. Contract and pre pay handset packages must be returned within the first 7 days.

9.10. We will only refund postage or supply a prepaid packet for faulty items that are returned to Must Have Mobiles within the first 7 days.

9.11. If returned goods cannot be accepted due to clause 9.7 a charge of £9.99 will be made to cover postage.

10. Returning Contract Connections and Contract SIM Connections

10.1. If you are dissatisfied in any way with any contract connection or contract sim connection it is essential that you return it to Must Have Mobiles within 7 days of connection, the day the handset/sim is connected by Must Have Mobiles is classed as day one. This is usually the date which appears on your delivery Invoice. The exception is T Mobile who class day one as being the day of delivery

10.2. On cancellation under distance selling rules you are entitled to a full refund within 30 days, however it is the customer's responsibility for the safe return of all goods. All items must be returned within "a reasonable time" as they were received with their original packaging and full contents included, along with original documentation and proof of purchase. Items returned in a less than pristine condition and/or with damaged or missing packaging will incur charges to cover the cost of the items. These charges will be pursued by Must Have Mobiles. Should items not be received then it cannot be accepted as a 7 day cancellation and you will be liable for the full duration of your contract

10.3. Where a refund is sought we reserve the right to charge the initial cost of delivery. We will not charge for the initial costs of delivery where the product supplied was not of satisfactory quality.

10.4. Where a refund is sought we reserve the right to charge the initial cost of delivery. We will not charge for the initial costs of delivery where the product supplied was not of satisfactory quality.

10.5. Clause 10 does not apply to pay as you go or pre-paid hand set packages. See Clause 9.

11. Your Legal Rights as a Consumer

11.1. These Terms and Conditions do not affect any of your statutory rights, which cannot be excluded or restricted at law.

12. Complaints

12.1. If you have cause for complaint regarding any service or product provided by Must Have Mobiles please email full details for the attention of the Duty Manager to sales@MustHaveMobiles.co.uk

12.2. We endeavour to respond to all complaints within two working days and aim to resolve any problems as soon as we can after receiving details of a complaint.

13. Mobile Number Portability

13.1. Should your mobile number transfer be delayed, we cannot be held responsible for any delay occurring after our initial setting up of the procedure with the relevant network, as the mobile number transfer is then totally the responsibility of the two networks and/or service providers involved.

13.2. If your mobile number transfer spans over two separate calendar months we cannot be held responsible for any tariff or line rental changes imposed by the mobile phone networks and service providers.

14. Early Termination of Air Time Contracts / Changing of Tariffs

14.1. Our offers with monthly contract phones and packages are totally dependant on the tariff selected therefore:-

14.1.1. In the event that you are disconnected from your network for any reason within the period of 120 days from your initial billing date, we will invoice you the minimum sum of £200 plus VAT per handset. The charge will be dependant on the tariff selected at the time of disconnection.

14.1.2. Disconnections arising during the initial 14 day period, or initial 7 day period with T Mobile, are the only exceptions to the above clause 14.1.1

14.1.3. In the event that you elect to downgrade your tariff in the first 120 days from your initial billing date ("first period") we will invoice you the minimum sum of £100 plus VAT per handset. The charge will be dependant on the tariff selected at the time of the downgrade. Should you change your tariff during the first 120 days from your initial billing date, either up or down, the "first period" starts again. It is in your interest not to change tariffs in the first 120 days from your initial billing date. Certain Networks may not allow you to change tariff within the first 6 months of your contract. Also see 14.1.5

14.1.4. It is important to note that Orange will automatically downgrade to a Talkshare handsets connected by Must Have Mobiles.com, that subsequently have existing handsets added to them as sharers of the tariff set up by Must Have Mobiles. In this instance clause 14.1.3 will apply. It is in your interest not to add handsets, connected prior to that set up by Must Have Mobiles, as sharers within the first 120 days from your initial billing date.

14.1.5. It is important to note that some networks and service providers will not allow you to downgrade your tariff during your contract. It is in your interest to select the lowest tariff that is most suitable for your needs at the commencement of your contract. You may upgrade your tariff with all networks.

14.2. Should you have supplied us with your credit or debit card details you hereby expressly authorise us to deduct the above amounts from your card account in the event of either of the above conditions arising.

15. Orders Taken via the Telephone

15.1. We aim to give the most accurate and up to date information available when taking telephone orders. However Must Have Mobiles cannot be held responsible for networks, service providers, manufacturers and their distributors who from time to time change specifications, terms and conditions and offers.

15.2. Having read our terms and conditions we recommend that you check the appropriate network and service provider terms & conditions and charges to ensure that you are completely satisfied with these.

15.3. By ordering over the telephone it is deemed that you have read and accepted our terms and conditions

16. Fonecare

16.1 Fonecare is mandatory on all handsets supplied from musthavemobiles.

16.2 The first two months from point of connection are free, thereafter charged at £4.99 per month. Cancelling your Fonecare subscription can be done by e-mailing fonecare@musthavemobiles.co.uk no sooner than 28 days from date of purchase. A full list of Fonecare Terms & Conditions can be found on our website in addition to being documented in your Fonecare information pack.

16.3 Any claims made within the first 2 months will incur an excess of £50. All claims made thereafter £25.

16.4 Any claims should be directed to fonecare@musthavemobiles.co.uk where one of our advisors will run through the correct procedure.

16.5 A full list of Terms & Conditions regarding Fonecare are available upon request via the e-mail address listed in 16.4.