

# POLICIES at the box...

## **ORDERS**

All orders are subject to acceptance and availability. If the goods or services you have ordered are unavailable at the time of order, you will have the option to either wait until the item is in stock or you may cancel your order.

Any orders placed by you, the Consumer, will be treated as an offer to purchase the goods or services offered by chatterbox.com Ltd, and we reserve the right to reject such offers at any time. Any automated reply or acknowledgement of your order that you may receive from us does not indicate an acceptance of your order. Depending on which is the earlier, the conclusion of a contract between you, the Consumer, and chatterbox.com Ltd, will take place when we dispatch the goods to you or commence the services.

If you place an order with chatterbox.com Ltd, you agree to us to carrying out the necessary credit checks which we do on behalf of the networks.

If an offer mentions a tariff downgrade to result in a line rental reduction, the tariff mentioned is a suggestion only. Therefore chatterbox.com Ltd does not accept responsibility for removal or unavailability of the tariff.

## **PRICES & PAYMENTS**

Prices are inclusive of VAT where applicable. However, chatterbox.com Ltd reserves the right to change prices without prior notice to you. Prices of goods and services cannot be confirmed until the point of purchase.

Airtime Contract's are offered on the basis of that the tariff, value added service and/or associated packages are not changed through out the contract period. This applies to all networks unless specified in the offer purchased. All offers that indicate change/removal of a tariff or value added service, the change/removal should take place no sooner than 180 days from the date of connection. If the tariff is changed within the contract period or within the 180 days where applicable, chatterbox.com Ltd reserves the right to charge price purchase variance of £500. Please also refer to the section relating to cashback and Free Gifts, as these will be affected.

Payment can be made by all major credit/ debit cards. We do not accept Solo or Electron cards. Payment will be authorised from your card as soon as you place your order. You must ensure that the credit or debit card that is being used is yours.

All credit/ debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us, we will not be liable for any delays or fail of delivery.

## **DELIVERY & FULFILLMENT**

Once you have placed an order through chatterbox.com Ltd, we aim to deliver your goods within 3 working days from the date of acceptance.

An automated e-mail will be sent to you once the goods have been dispatched. Should you fail to receive your goods for any unforeseen circumstances within 72 hours of dispatch, you must contact us via the 'chat to the box' link on our website.

Please note for security purposes we cannot deliver products to any address other than the address that the credit/debit card is registered to. Goods ordered from chatterbox.com Ltd will only be delivered to a UK address.

## **CASHBACK AND FREE GIFTS**

Cash back is only available on specified offers. Please check individual offer descriptions for details. Consumers will pay the full price of the line rental and receive payments into their account for the value of the cash back which is a subsidy towards the line rental. On selected offers a free gift may also be included. The offer description will provide full details on the free gift. If applicable, the redemption vouchers for the cash back and/or free gift will be enclosed in your package and dispatched to you.

## **ORDER CANCELLATIONS**

You may cancel your contract with us at any time up to the end of seventh working day from the day after the date you receive the ordered goods.

If you decide to take advantage of the cancellation on the 3 network, then you must ensure that the handset/sim card is unused and sent back in the same condition as provided. (All seals must still be in tact) Unused: This means that the handset/sim card is not used to make or receive calls, send or receive messages (text or picture), or to download content.

If we believe the handset/sim card is used in any way then your request for cancellation will be rejected. If a cancellation has been requested and authorised, any usage after will invalidate cancellation. Cancellations must be accompanied by the returns form included in the package.

If you are requesting a cancellation of an order that included free accessories and gifts, these must also be returned. If they are not returned, chatterbox.com Ltd reserve the right to charge the RRP (Recommended Retail Price) applicable at the time of purchase for the items, prior to cancellation. If chatterbox.com Ltd is not successful in retrieving the costs, the cancellation will not be processed.

You, the consumer, are responsible for all dispatch costs for returning items, unless the handset is faulty.

If an item is not in the same condition as when supplied, chatterbox.com Ltd, reserve the right to refuse cancellation, or apply an additional charge to compensate.

If chatterbox.com Ltd has refused cancellation, return of the item to the consumer will be at their own cost.

All items returned must be sent with the original receipt issued by chatterbox.com Ltd.

For any queries please log into your account on our website and use the 'chat to the box' link to communicate with us.

## **EXCHANGES**

If an item is faulty the consumer may return the item for exchange. This does not apply to Prepay Sim Cards once the security seal has been damaged or broken.

If you, the consumer, are returning a handset associated with an Airtime Agreement, we must receive the item within 28 days from connection unless you have taken a connection with 3 network where we will require the handset to be returned within 14 days from the date of connection. Handsets will be inspected and if deemed faulty, a replacement handset will be dispatched to you. A handset can only be exchanged for the same model.

If you have a fault with a sim card, you must contact your service provider directly.

Accessories which have been purchased individually must be returned within 30 days of dispatch.

If upon inspection an item is not faulty, a replacement will not be provided. In this case, chatterbox.com Ltd does not accept liability for costs of returning the item to you, the consumer. If chatterbox.com Ltd, have paid for carriage to have the item returned, we will not release the item until these funds have been refunded.

## **INSURANCE**

All contract mobile phone handset come with standard insurance added to the unit. The first three months insurance is free of charge. The insurance company will set up a direct debit which will be payable from the fourth month. If you wish to cancel the insurance, you will be required to contact the insurance company directly and provide them with one months notice. You, the customer, are responsible for updating your records with the insurance company; this includes any change in IMEI.

**If during the initial three months free period, a claim is made, you will be bound to the full term of the contract.**

# TERMS AND CONDITIONS at the box...

Welcome to the Chatterbox.com Website terms and conditions for use. These terms and conditions apply to your use of the Website. By accessing this website you agree to be bound by the terms and conditions below. If you do not agree to be bound by these terms and conditions you may not use or access this website.

## DEFINITIONS

- **"Conditions"** means these terms and conditions;
- **"Goods"** means goods displayed for sale on the Website;
- **"Services"** means services displayed for sale on the Website;
- **"User ID"** means any log-in details with which we provide you to give access to an online account including, but not limited to, a username and password
- **"We / Us / Our / Chatterbox"** means Chatterbox.com Ltd whose registered office is at 49 Salusbury Road London NW6 6NJ
- **"Website"** means the website located at <http://www.chatterbox.com> or any subsequent URL which may replace it
- **"Your Information"** means any information you provide to Us or authorise Us to obtain about you during the registration process or on any application to buy Goods or Services from Us through the Website

## USE OF THE WEBSITE

- **Access:** We will provide you with access to the Website and sell you Goods in accordance with these Conditions.
- **Eligibility:** The use of the Website to purchase Goods or Services is limited to parties that lawfully can enter into contracts under English law. The website may not therefore be used by persons under the age of 18 years. If you are registering as a business entity, you represent that you have the authority to bind that entity to these Conditions.
- **User ID:** On completion of the registration process on the Website you will be provided with a User ID. You are responsible for all actions taken under that user ID. You will only use or utilise the Website using your own user ID. You must make every effort to keep your User ID safe and should not disclose it to any other person. You shall not transfer or sell your user ID to any other person. You shall also not permit, either directly or indirectly, any other person to utilise your User ID.
- **Restrictions:** Your Information and your activities on the Website must not:
  - a. be false, inaccurate, misleading or fraudulent;
  - b. be offensive or menacing, abusive, defamatory, or in breach of copyright, confidence, privacy or any other rights;
  - c. infringe any third party's copyright, patent, trade mark, trade secret or other proprietary rights or rights of publicity or privacy;
  - d. be in breach of any applicable laws or regulations (including, but not limited to, laws governing export control, consumer protection, unfair competition, anti-discrimination and false advertising);
  - e. be defamatory, obscene, indecent or offensive;
  - f. create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers;
  - g. contain any computer viruses, macro viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer or to surreptitiously intercept, access without authority or expropriate any system, data or personal information;
  - h. cause the Website to be interrupted, damaged, rendered less efficient or such that the effectiveness or functionality of the Website is in any way impaired.
  - i. You agree that in the event that you have any right, claim or action against any other user of the Website arising out of that User's use of the Website, then you will pursue such right, claim or action independently of, and without recourse to Us.
- **Our Rights:** We reserve the right to:
  - a. modify or withdraw, temporarily or permanently, the Website (or any part thereof) with or without notice to you and you confirm that We shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
  - b. change these Conditions from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.
  - c. We reserve the right to withdraw any Goods or Services from the Website at any time whether or not those Goods or Services have been sold and We will not be liable to you or any third party by reason of Our doing so.
  - d. We may refuse to process a transaction for any reason or refuse service to anyone at any time in Our sole discretion and We will not be liable to you or any third party by reason of Our doing so.
- **Indemnity:** You agree to be fully responsible for all claims, liability, damages, losses, costs and expenses, including legal fees on a full indemnity cost basis, suffered by Us and arising out of any breach of the Conditions by You or any other liabilities arising out of your use of the Website, or the use by any other person accessing the Website using your Internet account or your User ID.
- **Third Party Links:** The Website may contain links to other websites or resources. We are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content of such websites, including (without limitation) any advertising, Goods or other materials or Services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, Goods or Services available on such external websites or resources.

## PURCHASE OF GOODS / SERVICES

- **The contract between Us:** We must receive payment of the whole of the price for the Goods that you order before your order can be accepted. Once payment has been received by Us We will confirm that your order has been accepted by sending an email to you at the email address you provide in your order form. Our acceptance of your order brings into existence a legally binding contract between Us.
- **Price**
  - a. The prices payable for Goods that you order are as set out in Our Website.
  - b. You will be required to pay extra for delivery and it might not be possible for Us to deliver to some locations. Our delivery charges are set out in Our Website.
- **Right for you to cancel your contract**
  - a. You may cancel your contract with Us for the Goods you order at any time up to the end of the seventh working day from the day after the date you receive the ordered Goods. You do not need to give Us any reason for cancelling your contract nor will you have to pay any penalty. (Providing Policy procedures are adhered to).
  - b. To cancel your contract you must notify Us in writing.
  - c. If you have received the Goods before you cancel your contract then you must send the Goods back to Our contact address at your own cost and risk. If you cancel your contract but We have already processed the Goods for delivery you must not unpack the Goods when they are received by you and you must send the Goods back to Us at Our contact address at your own cost and risk as soon as possible.
  - d. Once you have notified Us that you are cancelling your contract, any sum debited to Us from your credit card will be re-credited to your account as soon as possible and in any event within 30 days of your order PROVIDED THAT the Goods in question are returned by you and received by Us in the condition they were in when delivered to you. If you do not return the Goods delivered to you or do not pay the costs of delivery, We shall be entitled to deduct the direct costs of recovering the Goods from the amount to be re-credited to you.
- **Cancellation by Us :** We reserve the right to cancel the contract between Us if:

- a. We have insufficient stock to deliver the Goods you have ordered;
- b. We do not deliver to your area; or
- c. one or more of the Goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by Us from Our suppliers.
- d. If We do cancel your contract We will notify you by e-mail and will re-credit to your account any sum deducted by Us from your credit card as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

▪ **Delivery of Goods to you**

- a. We will deliver the Goods ordered by you to the address you give Us for delivery at the time you make your order.
- b. Delivery will be made as soon as possible after your order is accepted and in any event within 30 days of your order.
- c. You will become the owner of the Goods you have ordered when they have been delivered to you. Once Goods have been delivered to you they will be held at your own risk and We will not be liable for their loss or destruction.
- d. If the Goods We deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, We shall have no liability to you unless you notify Us in writing at Our contact address of the problem within 10 working days of the delivery of the Goods in question.
- e. If you do not receive Goods ordered by you within 30 days of the date on which you ordered them, We shall have no liability to you unless you notify Us in writing at Our contact address of the problem within 40 days of the date on which you ordered the Goods. If you notify a problem to Us under this condition, Our only obligation will be, at your option:
  - i. to make good any shortage or non-delivery;
  - ii. to replace or repair any Goods that are damaged or defective; or
  - iii. to refund to you the amount paid by you for the Goods in question in whatever way We choose.
  - iv. Save as precluded by law, Chatterbox will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising out of any problem you notify to Us under this condition and We shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the Goods in question under clause (iii) above.
  - v. You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase Goods from Our Website. The importation or exportation of certain of Our Goods to you may be prohibited by certain national laws. We make no representation and accept no liability in respect of the export or import of the Goods you purchase.

**GENERAL**

▪ **Limitation of liability**

- a. We are providing this Website on an 'as is' basis and make no representations or warranties of any kind with respect to this Website or its contents and disclaim all such representations and warranties. In addition, We make no representations or warranties about the accuracy, completeness, or suitability for any purpose of the information and related graphics published in this Website. The information contained in this Website may contain technical inaccuracies or typographical errors. All Our liability howsoever arising for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.
- b. Neither us nor any of Our directors, employees or other representatives will be liable for loss or damage arising out of or in connection with the use of this Website. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.
- c. Notwithstanding the foregoing, none of the exclusions and limitations in this clause are intended to limit any rights you may have as a consumer under local law or other statutory rights which may not be excluded nor in any way to exclude or limit Our liability to you for death or personal injury resulting from Our negligence or that of Our employees or agents.

▪ **Intellectual Property**

- a. You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in Us or Our licensors. You are permitted to use this material only as expressly authorised by Us or Our licensors.
- b. You acknowledge and agree that the material and content contained within the Website is made available for your personal non-commercial use only and that you may download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

- **Notices:** Unless otherwise expressly stated in these Conditions, all notices from you to Us must be in writing and sent to Chatterbox.com Customer Care Team, 49 Salisbury Road, London NW6 6NJ and all notices from Us to you will be displayed on Our Website from time to time.
- **Events beyond Our control:** We shall have no liability to you for any failure to deliver Goods you have ordered or any delay in doing so or for any damage or defect to Goods delivered that is caused by any event or circumstance beyond Our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.
- **Invalidity:** If any part of these Conditions is unenforceable (including any provision in which We exclude Our liability to you) the enforceability of any other part of these Conditions will not be affected.
- **Waiver:** No waiver by Us shall be construed as a waiver of any preceding or succeeding breach of any provision of the Conditions.
- **Privacy:** You acknowledge and agree to be bound by the terms of Our [privacy policy](#).
- **Third party rights:** Except for Our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
- **Jurisdiction:** This Website is targeted at parties who are resident or incorporated in the United Kingdom only. If you are not resident or incorporated in the United Kingdom DO NOT USE THIS WEBSITE. In listing your place of residence and delivery address in Our order form, you are representing to Us that you are a resident of the United Kingdom. This is a representation on which We rely prior to accepting your offer to purchase Our advertised Goods and Services.
- **Governing law:** The contract between Us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between Us.
- **Entire agreement:** These Conditions, together with Our current Website prices, delivery details, contact details and privacy policy, set out the whole of Our agreement relating to the supply of the Goods to you by Us. Nothing said by any sales person on Our behalf should be understood as a variation of these Conditions or as an authorised representation about the nature or quality of any Goods offered for sale by Us. Save for fraud or fraudulent misrepresentation, We shall have no liability for any such representation being untrue or misleading.
- **Handling Complaints:** There may well be occasions when you are unhappy with the service that has been provided to you by Chatterbox. In these cases, we endeavour to be fair and efficient in handling any complaint you may have. If you have a complaint, please send Us a letter to Chatterbox.com Customer Care Team, 49 Salisbury Road, London NW6 6NJ or an e-mail to [customer@chatterbox.com](mailto:customer@chatterbox.com). We endeavour to answer your complaint within 5 working days and will provide you with a likely timescale for resolving the dispute.

## Cashback Redemption Procedure at the box...

### Redemption of Cashback and Special Offers

Cashback claims will be via redemption vouchers. You will receive three redemption vouchers with your package and your cash back claim will be paid in three equal amounts after months six, nine and twelve from the date of connection.

#### How to Qualify:

In order to qualify for our Cash back offer you must:

- Have purchased an eligible contract offer from chatterbox.com Ltd. If you have received a redemption voucher you have purchased an eligible offer. (If you do not receive your vouchers, then you must notify chatterbox.com Ltd within 7 days of the date of connection as duplicate vouchers will not be issued at a later stage).
- Have received and **paid** your monthly contract bills.
- Provided chatterbox.com Ltd with the necessary completed paperwork as specified in the requirements clause below.
- Submit your claim within **30 days** from the claim date specified on each voucher.
- Ensure that the mobile phone number which is on the bill submitted with your application matches with the mobile phone number on the redemption voucher (with exception of porting from other networks only)

#### You will not qualify for our cash back offer if:

- The **redemption voucher** is not submitted with the relevant claims.
- You disconnect your handset (for whatever reason) from the network within the full contract period.
- You have **changed the tariff or any value added services supplied with our offers within the contract period, unless specified in the offer.** (Please refer to Terms and Conditions, sub heading "Pricing and Payments").
- The redemption claim is not received within **30 days** from the claim date. Any late claims will not be valid.
- You cannot provide to chatterbox.com. Ltd all of the paperwork specified in the requirements clause.
- You send invalid or wrong copies of any of the paperwork specified in the requirements clause.
- At anytime during the contract your airtime service has been disconnected due to non-payment of bills or if there are any arrears on your account.
- At the point of connection, we have not received full payment for the goods purchased.
- If there has been a change of ownership to the offer supplied by chatterbox.com Ltd.
- You do not satisfy any of the conditions in the "how to qualify" section.
- You migrate a mobile number within the same service provider.
- The direct debit on your account is cancelled within the first six months from the date of connection

#### How to apply:(Requirement clause)

Requirements that need to be received by chatterbox.com:

- The **original** redemption voucher.
- The **whole bill in its entirety** as sent to you by the service provider (original bill for each month) from the date of connection, with the last bill dated on or after the **claim date** as seen on the redemption voucher.
- If you have successfully claimed using a redemption voucher, and are claiming for another, then you will be required to send chatterbox.com Ltd the remaining original bills with the last bill dated on or after the **claim date** (as specified on the redemption voucher that is being claimed for). **These must be the bills in their entirety as sent to you by the service provider.**
- If you have not been successful in claiming a voucher, you are still entitled to redeem the subsequent claim provided we receive the relevant voucher and documentation within the claimable period. In this case we need to receive all bills for the contract, including bills for the forfeited period(s). The claim for the forfeited period will not be claimable.
- Proofs from the service provider of ported mobile numbers. This must be a confirmation from the service provider receiving the ported mobile number.
- Please submit all the relevant documents as specified above to the following address:

Rebates Department  
chatterbox.com Ltd  
PO BOX 9,  
1-2 Denham Parade,  
Oxford Road,  
Denham,  
UB9 4DZ

(Statements will not be accepted in any of our stores - they must be posted)

#### General:

All applications will be verified and chatterbox.com Ltd reserves the right to refuse to accept applications at its sole discretion. chatterbox.com Ltd accepts no tax liability incurred by an individual or business relating to this offer.

Please ensure that the correct documents are sent to us, as chatterbox.com Ltd reserves the right to void incorrect claims. This applies to early claims (claims that are sent in prior to the claim date) and claims that fall beyond their claimable period.

All our offers are dependant on the specific tariff, value added services and/or associated packages. If any of these are changed before the specified period then your claim will be unsuccessful and a price purchase variance of £350 will be charged. This will automatically be debited from your card details supplied at the time of connection. If cash back has been claimed and any of the above subsequently changed, the amount paid in cash back will be reclaimed by chatterbox.com Ltd. chatterbox.com Ltd will initiate legal proceedings if unsuccessful in reclaiming any amount mentioned above.

chatterbox.com Ltd will not be held responsible for any billing problems or delayed bills received from the network.

We recommend you retain copies of the bills, as we will not be able to return the original statements. Due to the level of claims received, we cannot confirm receipt. Therefore, when posting the statements you must use Royal Mail Special Delivery.

It is your responsibility to confirm receipt by chatterbox.com Ltd after 5 working days. Any Royal Mail Special Delivery items can be checked at: <http://www.royalmail.com/portal/rm>. chatterbox.com Ltd will not accept responsibility for applications lost or delayed in the post.

We aim to process your claim within 28 working days once the relevant documentation has been received (requirement clause).

Cashback will be paid via BACs into your nominated account provided at the time of connection. If you change your account details then you must notify us in writing with each claim that is affected by this change. We do not take any responsibility for any payments made to incorrect bank/building society account where the fault lies with the customer. chatterbox.com Ltd holds the right to change the method of payment for cash back without prior notice. Instructions issued and notified to you by chatterbox.com Ltd from time to time form part of these terms and conditions and such variations will be deemed as though present at this time.

For any questions or queries please contact us by logging into your account on our website and click on the 'chat to the box' link.

■ **Free Gifts:**

To claim a free gift associated to a package, you must submit the first and second full monthly bills received from the network. These must be received by chatterbox.com Ltd within 30 days from the "Bill Date" displayed on the bill. A claim will be forfeited if:

- Received outside 30 days from the "Bill Date" displayed on the bill
- If a late payment or over due amount is indicated on the bill
- If the bill submitted is not original
- You do not submit the whole bill in its entirety as sent to you by the service provider

Please submit your claim to:

Special Offers Claim  
chatterbox.com Ltd  
PO BOX 9,  
1-2 Denham Parade,  
Oxford Road,  
Denham,  
UB9 4DZ

Subject to availability, we aim to dispatch your free gift to you at your registered address within 28 days of receiving your claim.

■ **General:**

Due to the level of claims received, we cannot confirm receipt. Therefore, when posting a claim you must use Royal Mail **Special Delivery**. It is your responsibility to confirm receipt by chatterbox.com Ltd after 5 working days. Any Royal Mail Special Delivery items can be checked at: <http://www.royalmail.com/portal/rm>. chatterbox.com Ltd will not accept responsibility for applications lost or delayed in the post.

We aim to process your claim within 28 working days once the relevant documentation has been received. chatterbox.com Ltd reserves the right to provide a substitute for a special offer or free gift if the advertised item becomes unavailable. The substitute given will be of the same R.R.P of the item offered at the time of placing the order. For any questions or queries please contact us at by logging into your account on our website and clicking on the 'chat to the box' link.