

Crystaline Mobile Terms & Conditions

These Terms and Conditions of Business are between Crystaline Communications Limited (from now on referred to as "CCL") and you (from now on referred to as 'the customer') and are deemed to be accepted by virtue of a signed purchase order and/or Customer Agreement Form for the purchase of mobile phones from CCL.

1. Warranties

1.1 Handset refers to any new mobile phone. All handsets will arrive boxed and contain a battery charger. In most cases the sim card (if applicable) will be provided in a separate envelope.

1.2 The customer acknowledges that CCL is not the manufacturer of the equipment and is not bound by the manufacturer's warranty. CCL gives no warranty. This does not affect the customer's statutory rights.

1.3 If a fault is alleged and the equipment is returned to the offices of CCL within 14 days of receipt by the customer then CCL may at its discretion

1.3.1 Repair the equipment;

1.3.2 Replace the equipment;

1.3.3 Substitute the equipment or credit the customer for the equipment. The original equipment must not however:

1.3.3.1 Have been altered in any way;

1.3.3.2 Been improperly stored or connected to a network service;

1.3.3.4 Have any physical marks or scratches;

1.3.3.5 Have damaged packaging.

1.4 All new handsets supplied by CCL will be supplied with a full 12 month manufacturer's warranty and in some cases 24 months; the customer should check the warranty booklet provided by the manufacturer for confirmation of warranty length and the terms of the warranty.

1.5 A temporary replacement may be supplied to business customers at the discretion of CCL. These handsets will be in good working order and CCL requires the handsets to be returned promptly and again in good working order when original or permanent replacement handsets are returned or issued to the customer. Any temporary replacement handsets returned damaged will result in repair or replacement costs being charged to the customer.

1.6 Failure to return a loan handset when a new/repaired handset has been returned to the customer will result in an administration charge of £50 per handset in addition to the cost of the unreturned handset.

2. Dispatch

2.1 Whenever possible CCL will endeavour to send all hardware and sim cards 48 hours prior to connection to the agreed business address.

2.2 Upon delivery, all items will require a signature confirming receipt of the goods in the correct condition. If any goods do not arrive in the correct condition, CCL must be informed on the same day. Any undeliverable goods will be returned to the trading offices of CCL no less than 7 working days after the first delivery attempt, unless otherwise agreed by the customer and/or carrier.

2.3 Once notified of delivery by our couriers CCL accepts no responsibility for loss or damage to goods.

3. Accessories /Handsets

3.1 All agreed accessories will be included with new handsets wherever possible. Any accessories that are not available immediately will be sent within 28 days unless agreed otherwise.

3.2 Charges for accessories/handsets may be applicable. Payments due will be settled in full in advance of hardware dispatch and will be invoiced by CCL.

3.3 Once accessories/handsets have been ordered they cannot be exchanged, subject to the customer's statutory rights

3.4 If purchased, all accessories/handsets will remain the property of CCL until payment is received in full.

4. New Connections /Upgrades

4.1 CCL is not a network/service provider. To order a new connection or upgrades, the customer must enter into an agreement with the relevant network/service provider and agree to be bound by the network terms and conditions for the minimum contractual period.

5. Subsidies

5.1 Subject to the remaining provisions of clause 5, CCL may, acting at its sole discretion, agree to provide the customer with a subsidy as a result of the customer entering into the airtime agreement with the airtime provider.

5.2 In the event that CCL does provide the customer with a subsidy this may be provided to the customer at the sole discretion of CCL, using any of the following methods set out below or any combination thereof:

5.2.1 deducting this from the cost of the equipment or the services which the customer orders from CCL; or

5.2.2 by payment representing the amount of the subsidy to the customer after the expiry of 3 months from the connection date where the applicable minimum term is 24 months;

5.2.3 using such amount to discharge or partially discharge on the customer's behalf any termination charges levied upon the customer by the relevant network/service provider for terminating their previous airtime agreement, subject to CCL being provided with a copy of the relevant invoice from such network/airtime provider.

5.3 Any subsidy agreed to be paid by CCL will be paid within 30 days from the date that the customer presents an invoice to CCL (no invoice shall be necessary where the subsidy is being deducted from the price of the equipment/services), subject to:

- 5.3.1 the connection continuing to be active on the date that the subsidy is due;
- 5.3.2 any agreement for the invoice to be paid in instalments;
- 5.3.3 Where the subsidy is for the termination charges pursuant to clause 5.2.3, the network/service provider's invoice being provided to CCL within 3 months from the date of termination of the airtime agreement;
- 5.3.4 where the invoice is for the payment of monies pursuant to clause 5.2.2, the customer invoicing CCL within 3 months of the connection date and subject to clause 5.2.2.

5.4 In the event that the customer fails to invoice/claim the subsidy within the timescales set out above then the customer's right to the subsidy shall cease.

5.5 The customer acknowledges that the payment of the subsidy is conditional upon:

- 5.5.1 the customer maintaining each connection for the minimum term; and
- 5.5.2 the customer not downward migrating the tariff or any connection for the minimum term unless with the formal written consent of CCL; and
- 5.5.3 the relevant network/service provider not (for whatever reason) reclaiming or withholding in full or in part from CCL any of the connections commission or connection advance in respect of that connection; and
- 5.5.4 any such further conditions as are notified by CCL from time to time.

5.6 CCL shall be entitled to reclaim from the customer the subsidy already paid to the customer (or withhold any unpaid amount from any subsidy or instalment of a subsidy to be paid to the customer) in the event that:

- 5.6.1 a connection is for whatever reason disconnected prior to the expiry of the minimum term; or
- 5.6.2 a connection is for whatever reason downward migrated during the minimum term; or
- 5.6.3 the relevant network/service provider (for whatever reason) reclaims or withholds in full or in part from CCL any of connections commission or connection advance by the network/service provider in respect of that connection; and the amount of the subsidy that CCL shall be entitled to reclaim from the customer shall be equal to the amount reclaimed or withheld from CCL by the relevant network/service provider but shall not be greater than the total amount of the subsidy paid to the customer.

5.7 Any sum reclaimed pursuant to clause 5.6 shall be invoiced to the customer and paid within 5 working days of the date of CCL invoice.

6 Early Termination and Charges

6.1 In the event that a customer pursuant to its statutory rights cancels an order prior to connection following a purchase order being sent, or disconnects a connection prior to the expiry of the minimum term (without written consent from CCL) or downward migrates a connection during the minimum term (without written consent from CCL), then CCL shall be entitled to charge the customer an administration charge of £225.00 per connection. A charge of £225.00 will also be applied to each connection if the customer upgrades with another supplier but on the same mobile network within the minimum contractual term agreed. For the avoidance of doubt, if you are a business customer there is **no** 14 day cooling off period.

6.2 The customer will use its best endeavours to assist CCL in obtaining PAC codes if necessary from their existing supplier/network. Should CCL not receive the PAC codes to complete the porting process for whatever reason, including change of mind, the customer agrees to pay CCL the sum of £225.00 per connection not completed.

7. Privacy Policy

7.1 The information the customer provides may be used for credit checking by the networks to assess the customer's credit worthiness. By placing an order, the customer has stated its acceptance of and agreement with this. CCL will collect personal details to pass on to mobile phone networks and service providers only for connection and upgrade purposes. CCL also reserves the right to refuse the fulfilment of any order in the event of unsatisfactory verification of the customer's details and order. The customer can check the details CCL holds by writing to CCL at its registered address and if the customer finds any inaccuracy CCL will delete and/or amend the details. Customer data which CCL holds will be held securely in accordance with CCL's security policy and the law. CCL does however reserve the right to pass on any information to any relevant authority such as the police or credit agencies in the interest of fraud and crime prevention and to other companies linked to CCL. If the customer has any questions concerning CCL's privacy policy please write to CCL at its registered address.

8 Responsibilities

8.1 CCL will not accept any responsibility for network service, network failure or network performance. CCL will act on the customer's behalf whilst acting within the terms and conditions of the networks at all times.

9. Contract Returns

9.1 The customer must sign and return the original network contract for new connections and re-sign within 2 weeks in order to receive any cash back or network buy out payments agreed with CCL. All handsets and accessories provided will remain the sole property of CCL until the original network contract is signed and returned.

10. General

10.1 CCL reserves the right to record some calls for network verification, training and query resolution purposes. These calls are retained for a minimum of 3 months.

11. GDPR

11.1 By agreeing to the CCL terms and conditions and the signed purchase order the customer has given CCL permission to hold all provided information and all data concerning the various agreed telecoms agreements with CCL.