

Nowtel Distribution Limited terms and conditions for the supply of products online

This page (together with the documents referred to on it) sets out the terms and conditions on which we supply any of the products ("Products") listed on our website www.talk-home.co.uk (the "site") to you. Please read these terms and conditions carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

1 Information about us

- 1.1 The site is operated by Nowtel Distribution Limited ("we", "us" or "our"). We are registered in England and Wales under company number 07408558 and we have our registered office and main trading address at Anchor Brewhouse 2nd Floor, 50 Shad Thames, London SE1 2LY. Our VAT number is 101 274 075.

2 Your status

- 2.1 By placing an order through our site, you warrant that you are legally capable of entering into binding contracts.

3 How the contract is formed between you and us

- 3.1 After placing an order and making the associated payment, you will receive an e-mail from us acknowledging that we have received your order and payment (subject to our receiving that payment). Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail dispatching the Product (the "Delivery Email"). The contract between us and you ("Contract") will only be formed when we send you the Delivery Email.
- 3.2 For clarity, where you purchase credit for a rechargeable card you are purchasing a Product in the amount of that credit.
- 3.3 The Contract will relate only to those Products delivered to you in the Delivery Email. We will not be obliged to supply any other Products which may have been part of your order until they are delivered to you in a separate Delivery Email.
- 3.4 The Products enable you to access telecommunications services provided by a third party ("Services"). The supply of such Services, and your use of them, will be governed by the terms and conditions applicable to the provider of such services (copies of the most recent versions supplied to us by that third party are available on the site and although we make all efforts to ensure that they are up to date we do not control those terms and conditions and accordingly we make no representation as to their currency or validity as at the time you view them and disclaim all liability in respect of any errors or omissions in the versions posted on our site).

4 Consumer rights

- 4.1 If you are contracting as a consumer (i.e., otherwise than in the course of your business or trade), you may cancel a Contract at any time within fourteen working days, beginning on the day after you receive the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 8 below). To cancel a Contract, you must inform us in writing.
- 4.2 For the avoidance of doubt, where the Product enables you to access Services and where you use it to access such Services it may not be cancelled and it may not be returned even if you have only used it once.
- 4.3 This provision does not affect your statutory rights.

5 Availability and delivery

- 5.1 Your order, where accepted will be fulfilled within a reasonable time (which in any event will not be more than 30 days from the date of your order), unless there are exceptional circumstances.

6 Risk and title

- 6.1 The Products will be at your risk from the time of delivery.
- 6.2 Ownership of the Products will pass to you on the later of (i) delivery; or (ii) when we receive full payment of all sums due in respect of the Products, including delivery charges (if any).

7 **Price and payment**

- 7.1 The price of any Products will be as quoted on our site from time to time, except in cases of obvious error.
- 7.2 These prices include VAT but exclude delivery costs (if any) which will be added to the total amount due.
- 7.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Delivery Email.
- 7.4 Our site contains a number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.
- 7.5 We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have sent you a Delivery Email, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.
- 7.6 Payment for all Products must be by credit or debit card. We accept payments using those methods as are set out on our site from time to time.

8 **Our refunds policy**

- 8.1 When you return a Product to us because you have cancelled the Contract between us within the fourteen-day cooling-off period (see clause 4.1 above), we will process the refund due to you, if applicable, as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full.
- 8.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9 **Our liability**

- 9.1 We exclude all liability to you in relation to your use of, the Services and their supply by a third party.
- 9.2 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product you purchased.
- 9.3 This does not include or limit in any way our liability:
- 9.3.1 for death or personal injury caused by our negligence;
 - 9.3.2 under section 2(3) of the Consumer Protection Act 1987;
 - 9.3.3 for fraud or fraudulent misrepresentation; or
 - 9.3.4 for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 9.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage, including but not limited to:
- 9.4.1 loss of income or revenue;
 - 9.4.2 loss of business;
 - 9.4.3 loss of profits or contracts;
 - 9.4.4 loss of anticipated savings;
 - 9.4.5 loss of data, or
 - 9.4.6 waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable;
- 9.5 Where you buy any Product from a third party seller through our site, the seller's individual liability will be set out in the seller's terms and conditions.

9.6 We are not liable to you for any delay or failure in sending you a Delivery Email where such delay or failure is caused by you not having provided us with your valid email address.

10 **Written communications**

10.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

11 **Notices**

11.1 All notices given by you to us must be sent to info@talk-home.co.uk. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 10 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

12 **Transfer of rights and obligations**

12.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

12.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

12.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

13 **Events outside our control**

13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").

13.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation): strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster; impossibility of the use of public or private telecommunications networks; or the acts, decrees, legislation, regulations or restrictions of any government.

13.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

14 **Waiver**

14.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

14.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

14.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 11 above.

14.4 **Severability**

14.5 If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

- 14.6 Entire agreement
- 14.7 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between us, relating to the subject matter of any Contract.
- 14.8 We each acknowledge that, in entering into a Contract, (and the documents referred to in it), neither of us relies on any statement, representation, assurance or warranty ("Representation") of any person (whether a party to that Contract or not) other than as expressly set out in these terms and conditions.
- 14.9 Each of us agrees that the only rights and remedies available to us arising out of or in connection with a Representation shall be for breach of contract as provided in these terms and conditions.
- 14.10 Nothing in this clause shall limit or exclude any liability for fraud.
- 15 Our right to vary these terms and conditions**
- 15.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 15.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Delivery Email (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).
- 16 Law and jurisdiction**
- 16.1 Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.