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## AIRTEL VODAFONE DEVICE PURCHASE SCHEME TERMS AND CONDITIONS

These terms and conditions govern the purchase by us of Devices from you. Please read these terms and conditions carefully. If you wish to use the Scheme you must agree to these terms and conditions.

### 1. Definitions and Interpretation

For the purposes of our Agreement, the defined terms set forth below have the designated meanings:

- 1.1. **"Agreement"** means the agreement for the sale and purchase of a Device entered into between you and us in accordance with these terms and conditions, as amended from time to time.
- 1.2. **"Customer(s)"** means persons who have an existing pay monthly contract with us or persons wishing to move from another telecommunications provider and port their existing mobile telephone phone number to us as part of a new pay monthly contract with us.
- 1.3. **"Device"** means the mobile telephone handset that you wish to sell to us in accordance with these terms and conditions.
- 1.4. **"GAL"** Guernsey Airtel Limited having its registered office at 45 High Street, St Peter Port, Guernsey, GY1 2JT.
- 1.5. **"JAL"** means Jersey Airtel Limited having its registered office at 1<sup>st</sup> Floor, Le Masurier House, La Rue Le Masurier, St. Helier, Jersey JE2 4YE.
- 1.6. **"Memory Card"** means any storage medium used to store data such as, but not limited to, text, pictures, audio, and video.
- 1.7. **"Payment Credit Note"** means the credit note for a value determined by us applied in your favour to be spent in our stores.
- 1.8. **"Personal Data"** means data that relates to a person from which such person may be identified.
- 1.9. **"Sale Order Form"** means the form completed and signed by you which effects the transfer of ownership of the Device and forms part of the Agreement, as amended from time to time.
- 1.10. **"Scheme"** means the purchase by us of a Device from you in accordance with the Agreement.
- 1.11. **"SIM Card"** means 'Subscriber Identity Modules' card.
- 1.12. **"You/Your"** means you, the person who owns the Device and wishes to sell the Device to us in accordance with the Agreement.

- 1.13. **"We/Our/Us"** means JAL or GAL depending on who the Agreement is with as determined by clause 11.
- 1.14. The singular shall include the plural and vice versa.
- 1.15. The masculine shall include the neuter and the feminine and vice versa.
- 1.16. The headings and titles herein are purely for convenience only and shall not affect the interpretation of the Agreement.
- 1.17. Any reference in a clause shall be construed as a reference to the clause in these terms and conditions unless expressly stated.

## 2. Who may make use of the Scheme

- 2.1. The Scheme is made available only to Customers.
- 2.2. If you are under 18, you may only use the Scheme in accordance with the Agreement with the permission of your parent or legal guardian.
- 2.3. You must use your own identity at all times and ensure that all information provided to us is accurate and up to date.
- 2.4. You must not under any circumstances, attempt to sell a Device which you do not own, even if it belongs to a member of your family or household. By offering the Device for sale you confirm that you own it.
- 2.5. We may refuse to purchase Devices from any person at our absolute discretion.

## 3. How a contract is formed between you and us

- 3.1. The Scheme shall only be available in our stores.
- 3.2. If you are eligible for the Scheme you will be asked to complete a Sale Order Form which confirms your acceptance of these terms and conditions. You must read the form and these terms and conditions carefully as they form the Agreement and you will be bound by them. The Agreement is formed when the declaration on the Sale Order Form is signed by you.
- 3.3. We can vary these terms and conditions at any time. Our most up to date terms and conditions can be found on our website [www.airtel-vodafone.com](http://www.airtel-vodafone.com). No variation will affect your use of a valid Payment Credit Note in accordance with the terms applicable at the time it was issued.

#### 4. Sale process

- 4.1. We may refuse to purchase a Device at our discretion. We will refuse where: you fail to meet any criteria for eligibility which we impose from time to time; you fail to submit all necessary and relevant details for us to complete the sales process; the Device is an imitation, copy or otherwise a non-genuine make or model or the Device does not belong to you.
- 4.2. The Device will be tested in order for us to ascertain its value and to determine whether we shall accept it. We also check that the Device is not red flagged (see Section 7 below). Tests are carried out prior to and are the pre-conditions for payment.
- 4.3. In valuing the Device and considering whether to accept it we shall inspect and test it and take into account the following: it must power-up (turn on) and be in full working condition (meaning that all features must be in good working order) and must not have significant damage (although may have some mild cosmetic damage i.e. general minor wear and tear). By way of example only, damage classed as significant includes broken or cracked screens; camera function not working or camera damage; buttons missing from the Device or other keypad damage; deep scratches or dents; snapped hinges; charger port not working; microphone damage; earpiece damage; cracked backs; missing parts; touch screen faults; or software which is faulty or defective. This list is not exhaustive.
- 4.4. The criteria used to value the Device are numerous and include, without limitation, changes in market value. We may change the way in which we value Devices at any time and without notice. Any value shall be in pounds sterling.
- 4.5. Prices offered following our valuation of the Device are entirely at our discretion and are subject to change at any time.
- 4.6. The Device must not be 'activation locked' or similar and must be deregistered (removed) from any 'Cloud' and 'Find my phone' accounts or similar.
- 4.7. The Device must have batteries enclosed within the casing; not be barred, PIN locked or water damaged; be of UK specification; and not be lost or stolen.
- 4.8. If the Device is damaged we will value the Device to take account of the damage. In some cases, values will be zero if Devices are beyond economical repair or have multiple faults (e.g. water damage and cracked LCD screen).
- 4.9. We may stipulate additional tests as we determine.
- 4.10. We will accept any boxes, battery chargers or accessories associated with the Device but they do not affect the value of the Device and will not be returnable.

## 5. Payment

- 5.1. Payment shall be in the form of the Payment Credit Note for the value of the Device as determined by us at our discretion. No cash alternative is payable.
- 5.2. The Payment Credit Note must be used within 30 days of the date of its issue.
- 5.3. The Payment Credit Note may only be redeemed against the purchase of handsets or handset accessories available at our stores.
- 5.4. Payment Credit Notes may not be split and the entire value of the Payment Credit Note must be spent in one transaction.
- 5.5. The Payment Credit Note is non-transferable and will be made out to you.

## 6. SIM Cards and data removal

- 6.1. The sale of the Device will not under any circumstance include the sale of a SIM card, Memory Card or any proprietary information. Please ensure that SIM cards and Memory Cards are removed before the Device is provided to us. We shall not check to ensure whether SIM Cards or Memory Cards have been removed and any SIM cards or Memory Cards received by us shall be non-returnable.
- 6.2. We will not accept liability for any loss, damage or costs which you incur if the SIM card, Memory Card or other media are contained within the Device or if Personal Data remains on the Device including without limitation, any charges which you incur as a result of use of your Device by any person, whether incurred before or after our receipt of the Device. We will not be in any way responsible for the security, confidentiality, protection, use or disclosure of any Personal Data which you fail to remove or any losses or costs which arise as a result. If you provide a Device containing a SIM card, Memory Card or Personal Data in error or in breach of this section, we will not have any responsibility to return them to you and shall have no responsibility in respect of them. If you provide Personal Data to us in error (other than information we hold about you as a customer) we shall not be deemed to be holding, processing or otherwise using the data on your behalf in any way.
- 6.3. Without any liability on our part, we advise you to ensure that you understand and comply with any obligations which you may have in accordance with your agreement with your telecoms service provider including any obligations which you must comply with in disposing of the Device. If you do provide your SIM card to us in breach of this section, it is your responsibility to inform your provider of your error and you will remain liable for any charges to your account both before and after providing the Device to us. This is subject to any terms of agreement you may have with your telecoms provider.

## 7. Lost, stolen barred/blocked/"red flagged" Devices

- 7.1. We will check the status of the Device against the National CheckMEND database (using the unique IMEI number or serial number). If the Device is found to have a red flag by CheckMEND, it must be

quarantined for 28 days whilst its status is reviewed. The Device will have a red flag if it has been registered as lost, stolen or barred/blocked on the CheckMEND database.

- 7.2. If you are advised that the Device has a red flag against it you will need to contact CheckMEND in order to review the status of the Device. You will be advised of the procedure by us.
- 7.3. The purpose of the quarantine period is to allow the rightful owner of the Device the opportunity to have the red flag removed in order that the Device can be processed appropriately.
- 7.4. If during the quarantine period the red flag is removed, the Device will be processed as normal. However, if after the quarantine period has expired and the red flag has not been removed then we are required by law to dispose of it and you will not receive any payment.
- 7.5. We cannot under any circumstances return the Device during this 28 day period unless the red flag has been removed.
- 7.6. If you have received a Payment Credit Note from us for the Device and we subsequently become aware of any issue relating to ownership: (a) any Payment Credit Note you hold for the sale of the Device shall be suspended; (b) you agree to reimburse us in full within 3 business days following a written request by us for any use of a Payment Credit Note pending an investigation by us or any law enforcement body into ownership of the Device; and (c) we reserve our right to contact the authorities in respect of any ownership issues and you may be required to co-operate with their investigation.

## **8. Our liability and risk**

- 8.1. Nothing in these terms and conditions or elsewhere excludes or limits our liability for death or personal injury caused by our negligence or any liability for fraudulent misrepresentation, fraud or for any other matters which it would be illegal to exclude.
- 8.2. To the extent that we are liable to you in respect of breach of contract, for negligence or for any other legal liability in relation to the Agreement our total liability to you will be limited to three times the value of the Device which is the subject of the liability (as determined by us in accordance with our valuation procedures) and any losses which are foreseeable as a direct consequence of us breaking our agreement with you.
- 8.3. Unless we explicitly state elsewhere, we shall not be responsible for any indirect or special losses which happen as a side effect or consequence of any main loss or damage or for anything which we or you could not reasonably anticipate. This includes but is not limited to the following, however they arise: direct loss of profit and indirect loss of profit; loss of income or revenue; loss of savings; loss of data; loss of use of money; losses which you incur as a result of a failure by you to comply with your obligations under these terms and conditions, including without limitation, third party charges which are raised for your account as a result of a failure to adhere to your responsibilities regarding removal of

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- 8.4. SIM cards and other data. Ownership of the Device will pass to us when we issue a Payment Credit Note to you. The Device will remain at your risk until we have issued the Payment Credit Note.
- 8.5. We cannot be responsible for any errors you make in entering any details during the sales process.

## **9. Indemnity and liability**

You shall fully indemnify and hold us harmless at all times against all actions, claims, proceedings, costs (including legal costs incurred by the us), liability, losses and damages whatsoever and howsoever arising which may be brought or commenced against us by any person and/or which we may sustain, incur or suffer, as the case may be, arising out of or in connection with or by reason of the use or operation by you or any person in any way (whether with or without the authorisation and/or permission of you) of the Scheme subscribed by and provided to you. Further, you agree to offer us all possible assistance in respect of our defending any third party claims covered under this clause.

## **10. Entire Agreement**

The Agreement, hereto represents the entire agreement between the parties hereto and supersedes and cancels all previous negotiations, agreements or commitments (whether written or oral) with respect to the subject matter hereof.

## **11. Governing law**

- 11.1. If you are a Customer in Jersey and wish to utilise the Scheme in Jersey, the Agreement is between you and JAL and the laws of Jersey shall govern the Agreement, without reference to the principles of conflict of laws, and the parties irrevocably consent and submit to the exclusive jurisdiction of the Royal Court of Jersey for all matters arising under the Agreement.
- 11.2. If you are a Customer in Guernsey and wish to utilise the Scheme in Guernsey, the Agreement is between you and GAL and the laws of Guernsey shall govern the Agreement, without reference to the principles of conflict of laws, and the parties irrevocably consent and submit to the exclusive jurisdiction of the Royal Court of Guernsey for all matters arising under the Agreement.