

## CONDITIONS OF SALE

These Conditions of Sale govern the sale of products by Airtel-Vodafone to you. Airtel-Vodafone is a trading name of Jersey Airtel Limited and Guernsey Airtel Limited. We offer a wide range of mobile devices and mobile services, and sometimes additional terms may apply. If these Conditions of Sale are inconsistent with the Service Terms, those Service Terms will prevail.

**Please read these conditions carefully before placing an order with Airtel-Vodafone. By placing an order with Airtel-Vodafone, you agree to be bound by these conditions. Orders will only be accepted from residents of Jersey or Guernsey.**

### 1 OUR CONTRACT

Your order is an offer to Airtel-Vodafone to buy the product(s) in your order. When you place an order to purchase product(s) from Airtel-Vodafone, we will send you an e-mail confirming acceptance of your order which contains the details of your order (the "Order Confirmation E-mail"). The Order Confirmation E-mail is acknowledgement that Airtel-Vodafone has received your order, and means to accept your offer to buy the product(s) ordered. Airtel-Vodafone only formally accepts your offer, and concludes the contract of sale for a product(s) ordered by you, once your payment has been processed and cleared. Airtel-Vodafone will contact you on the contact number you provided during the order process within the next 2 working days following your receipt of your Order Confirmation E-mail to arrange delivery or collection of your order. Delivery or collection of your goods can be arranged within the next 2 working days following the call from Airtel-Vodafone. Delivery or pickup will depend on the delivery/pickup option you have chosen during the order process. Your contract is with Airtel-Vodafone. Without affecting your right of withdrawal set out in section 2 below, you can cancel your order for a product at no cost any time before delivery or collection is made.

You consent to receive a paper invoice for your order either on collection of your order or on delivery of your order (this will depend on the delivery/pickup option you have chosen during the order process).

### 2 RETURNS

Please review our [Returns Policy](#) which can be found in the General PAYG Terms and Conditions at [www.airtelvodafone.com](http://www.airtelvodafone.com).

Airtel-Vodafone does not take title to returned items until the items arrive at the returns address destination. At our discretion, a refund may be issued without requiring a return. In this situation, Airtel-Vodafone does not take title to the refunded item.

### 3 PRICING AND AVAILABILITY

All prices are inclusive of legally applicable GST.

As we process your order, we will inform you by e-mail as soon as possible if any products you order turn out to be unavailable and you will be refunded in full for those products.

Please note that unless otherwise stated on the website, delivery estimates are just that. They are not guaranteed delivery times and should not be relied upon as such.

The price you pay is the price displayed on the website at the time we receive your order, subject to the following exception.

**Despite our best endeavours, a small number of online price errors may mean the products on our website are mispriced. We will verify pricing when processing your order and before we take payment. If we discover an error in the price of a product advertised on the website, we will inform you using the email address or telephone number provided to us as soon as possible and provide you with the option of confirming your order at the correct price or cancelling it. If we are unable to contact you we shall treat the order as cancelled. If you choose to cancel your order but for whatever reason have already paid for the product you will receive a full refund. If a product's correct price is lower than our stated price, we will charge the lower amount and send you the product.**

#### **4 Cancellations**

You can cancel your order of goods at any point up till the time of delivery or collection of your product(s). Cancellation must be made by email to [121@airtel-vodafone.com](mailto:121@airtel-vodafone.com) or by calling Airtel-Vodafone Call Centre via 121 from an Airtel-Vodafone number or +44 (0) 7829700121 from any other number. Your order confirmation number must be quoted at all times.

There is no requirement to cancel your service. As it is a Pay-As-You-Go service all you need to do is destroy your SIM or simply stop using the service.

Refund for your order will be within 7 working days from receipt of your cancellation instruction.

#### **5 PRODUCT INFORMATION**

Unless expressly indicated otherwise, Airtel-Vodafone is not the manufacturer of the products sold on this website. While we work to ensure that product information on our website is correct, actual product packaging and materials may contain more or different information to that displayed on our website. All information about the products on our website is provided for information purposes only. We recommend that you do not rely solely on this information. Please always read labels, warnings and directions provided with the product before use.

Airtel-Vodafone accepts no liability for inaccuracies or misstatements about products by manufacturers or other third parties. This does not affect your statutory rights.

#### **6 OUR LIABILITY**

Airtel-Vodafone will not be responsible for (i) losses that were not caused by any breach on our part, or (ii) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure), or (iii) any indirect or consequential losses that were not foreseeable to both you and us when the contract for the sale of products by us to you was formed.

Nothing in these conditions limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your right to have the products delivered to you or collected by you within a reasonable time.

## **7 APPLICABLE LAW**

These conditions are governed by and construed in accordance with the laws of the Bailiwick of Jersey or the Bailiwick of Guernsey dependent on your residential location.

## **8 AMENDMENTS TO THE CONDITIONS OF SALE**

We reserve the right to make changes to our website, policies, and terms and conditions, including these Conditions of Sale at any time. You will be subject to the terms and conditions, policies and Conditions of Sale in force at the time that you order products from us, unless any change to those terms and conditions, policies or these Conditions of Sale is required to be made by law or government authority (in which case it may apply to orders previously placed by you). If any of these Conditions of Sale is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

## **9 WAIVER**

If you breach these Conditions of Sale and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Conditions of Sale.

## **10 CHILDREN**

We do not sell products for purchase by children. If you are under 18 you may only buy from Airtel-Vodafone.com by arranging a parent or guardian to contract with us in your place.

## **111 OUR CONTACT DETAILS FOR ALL MATTERS**

Airtel-Vodafone is the trading name of Jersey Airtel Limited and Guernsey Airtel Limited. Our contact details are:

Airtel-Vodafone  
1/3/5 Castle Street  
St Helier  
Jersey  
JE2 3BT

Airtel-Vodafone  
45 High Street  
St Peter Port  
Guernsey  
GY1 2JT