

## TERMS & CONDITIONS

### Agreement:

By using this website you agree to our terms and conditions as set out below.

### Our Rights:

We reserve the right to amend, update or change the offers or information on this website at anytime without prior notice.

### The Customer:

Must be a minimum of 18 years old, reside in the UK with 3 years address history, and hold a valid UK credit or debit card.

### Prices:

All prices displayed on this website will include the standard rate of VAT at 20% and delivery to a UK address. We reserve the right to change/update our prices and/or offers without any prior notice. In the event of any human errors with our pricing, we will notify you accordingly and these will be amended and withdrawn.

Please feel free to contact us if you should have any queries regarding our pricing structure.

### Online Security:



All credit/debit cards used for payments and orders processed on this website, will be verified using Barclays card processing services. Where a handset is advertised as free, a charge of £2.50 will be applied to your card and then refunded for on line security verification – This is to verify you are the registered card holder, living at the address you have submitted on the application, and that the card is not stolen. You can feel 100% safe when using this website and you may double click on the padlock at any time to check the certification of our SSL.

The padlock will appear in the bottom of your browser when you are visiting a secure page.

### Payment:

We accept the following credit or debit cards, Visa, MasterCard, Delta, Switch & Maestro. All payments are processed off line through our Barclays card processing system.

Card details must be in the applicants name and home address, as per the order submitted.

### Stock Availability:

If for any reason the item you have ordered should be out of stock, we will endeavour to inform you within 24 hours, and let you know when the item will be back in stock.

### Clearance Stock Explained:

Clearance or Reconditioned stock – This is stock that has been returned within the 14 day exchange period. These items are in no way defective although on rare occasions they will have developed

very minor cosmetic marks (where the item has been removed from its original box etc). Each clearance handset also comes with a full year's manufacturer's warranty and will have been inspected by our inspection team for your piece of mind. We are therefore able to offer you even better deals on these items than are possible on brand new items.

### Delivery:

Your goods will be sent to the address registered to the debt or credit card provided during your application. These goods will be sent via 'DPD Special Delivery' this is a next day, excluding weekends and public holidays, guaranteed and insured service from DPD. Goods can only be despatched to a residential address and the address registered to the card used, for security reasons.

### Order Time:

Monday to Thursday before 8pm For Free Next Day Delivery\*

Friday before 17.30pm for Free Next Day Delivery\*

Saturday Order before 2pm for Next Day Delivery\*

Sunday before 5pm for Free Next Day Delivery\*

### Expect delivery:

Next Day

Next Day

Sunday

Next Day

\*Subject to successful network and / or identity checks and stock. Excludes Weekends and Bank Holidays.

### Guarantee and Warranty:

All products supplied will come with a standard 12 or 24 month manufacturer's warranty. If your mobile phone should develop a fault within the first 30 days, simply send the phone back to us and we will replace it with exactly the same model. If you are returning a mobile phone for exchange you must return the full kit, so that we can exchange like for like.

If your phone should develop a fault outside the first 30 days, the phone must be sent to the manufacturer for repair. The manufacturer will then attempt to repair or replace the phone. This will only take place when the phone is faulty as per warranty terms and conditions set out by the manufacturer. A list of repair centres that offer on site repairs normally within 24/48 hours is available upon request.

### Returns:

Your mobile phone contracts can be returned and cancelled within 14 days of receipt of the goods - Please note any handsets returned outside of 14 days cannot be disconnected.

### Return Process:

All returns require a returns authorisation code, which can be obtained by calling 0333 900 1144. Please note that unsolicited returns and/or used handsets will not be processed and will be returned to the contract holder. If there is an associated airtime agreement, you will remain liable to pay for the line rental until the unused phone and all other goods we supplied to you are received back by us in their original packaging.

You must return your mobile phone within 14 days of notifying us if you are not entirely happy with it - Please note if we do not receive your handset within this time frame, we will not be able to disconnect it after this period - In order to receive your refund, and cancel any contract phones, we ask that you return the entire goods in the original condition with all the packaging, along with any free gifts and/or promotional items sent out with the order.

The customer is fully responsible for the goods until we receive the goods back. If there is anything missing from the kit, e.g. Missing Charger, it will be returned back to you. If you should return a phone to us we recommend you use 'Royal Mail Special Delivery' as this will insure your product up to its retail value and should cost no more than £10. We cannot refund for items downloaded onto

mobile phones or sim cards such as ring tones, logos, games, or content which is lost due to faults or returning of products.

We cannot make reimbursements for any loss of data, such as phone book or personal information that is stored on your mobile phone or sim card and subsequently lost due to a fault or request to return the product. We recommend you back up any data stored on your mobile phone as often as possible, so as to avoid such issues.

### **Mobile Phone airtime contract agreement:**

All “pay monthly contract” phones ordered and purchased through this Website are subject to a 12 or 24 month airtime contract. All contract connections are subject to status and acceptance by each mobile phone network. When buying a “pay monthly contract” mobile phone you are agreeing to be bound by the Terms & Conditions of the relevant mobile phone network that you are connecting to - these terms & conditions can be found on the relevant network website. They can also be viewed on the relevant mobile phone networks’ websites. By placing your order with any mobile phone network you agree to the network or service provider carrying out a credit check prior to connection using the information supplied by yourself. Connections are subject to a credit check pass, if your credit check should be refused for any reason we will notify you.

Please note: All pay monthly contracts will initially be set up by direct debit, should you wish to change your monthly payment method, you should contact your mobile phone operator to do so. Please note additional charges may apply for non direct debit payments and a list of these can be found on the relevant network website. There is a Maximum purchase of 1 handset per customer in any one transaction

### **Direct Debit:**

Your contract includes a mandatory direct debit arrangement, where your monthly line rental and charges will be taken from your bank.

### **Disconnection:**

If you disconnect your mobile phone contract for any reason within 6 months of the initial bill, KTM Online Limited reserve the right to invoice you and claim the cost of any goods sent you in relation to that contract.

### **Network Commission Clawback:**

If KTM Online Limited receives a commission clawback from the network for any reason due to disconnection or unpaid mobile phone bills, relating to your mobile phone contract. KTM Online Limited will seek to recover the full losses incurred. We will write to you confirming the reason and the full amount of the clawback.

### **Changing Your Price Plan/Tariff:**

The package and offers we provide are subject to mobile phones being connected to the relevant network, and connected to certain price plans. As such, there is a minimum term for which you must remain on the package or offer you have selected.

### **Recommend a Friend - Earn £25!**

Recommend a friend to metrofone.co.uk and receive a £25 cheque for each successful applicant that signs up on a pay monthly contract. There is no upward limit to how many recommendations that can be submitted.

### **Note:**

1. You must have previously ordered from metrofone.co.uk

2. Your friend must NOT have ordered from metrofone.co.uk before.
3. You must include (name, order number) of your metrofone.co.uk order.
4. You must include full name of your friend and must have permission from that friend to recommend them.
5. You will only receive payment from metrofone.co.uk if your friend enters into a 12/18/24 month mobile phone contract and does not return the phone to us.
6. You must have recommended the friend before they place an order with metrofone.co.uk
7. You will receive payment within 90 days after connection of the friend's order, via cheque.
8. Payment is subject to fonehouse.co.uk terms & conditions.  
Once your friend has bought their phone (and not returned it within the 14 day cooling off period), and when they have been verified we will then send your £25 cheque to you 90 days after your friend's connection date. Any RAF payments are paid in cheque to the address given on your order.

Once your friend has bought their phone (and not returned it within the 14 day cooling off period), and when they have been verified we will then send your £25 cheque to you 120 days after your friend's connection date. Any Cash Backs and RAF payments are paid directly into your account via BACS

#### **Automatic Cashback Terms:**

This payment is processed automatically approximately 90 days after your handset is connected. There is no need to submit a redemption claim and no claim forms are required. Any cashback payments are paid directly into your account via BACS.

#### **Automatic Free Line Rental & Automatic Half Price Line Rental Offer:**

There is no need to submit a redemption claim and no claim forms are required.

You will receive your mobile phone bills each month for the full advertised monthly cost, which you are required to pay.

The payment you will receive is the equivalent amount of either free line rental or half price line rental.

**Example:** A £35pm Tariff with 5 months free line rental has a cashback value of  $5 \times £35 = £175$ .

You will automatically receive a payment from metrofone for £175 approximately 120 days after connection.

#### **Free Gifts:**

If your airtime contract with us includes a gift, the following terms will apply. Your gift will be despatched separately to your mobile airtime contract and handset. Allow up to 90 days for delivery of the gift after your connection date. If you cancel your contract you will no longer be eligible to receive the gift. If you have already received the gift, it will need to be returned in as new condition with its original packaging. If you have already used the gift or it is damaged by yourself, you must pay us a sum equal to the full value of the gift when new. We reserve the right to substitute the gift offered with a similar product, at the same or higher value as the gift offered originally. No cash alternatives will be offered. Your gift may come with a manufacturer's warranty and it is your responsibility to contact the manufacturer, or visit the manufacturer's website to register your gift for the warranty. In order to qualify for any of our free gifts you must:

- Not return the phone within the 14 day money back period
- Still be connected to the network upon receipt of the free gift

### Text Marketing Terms and Conditions

1. All text messages are to offer the option to 'opt out' of any further Text Marketing by responding with the word STOP at the end of the message.
2. Subscribers who request an opt out from receiving future text messages will have their number placed on a 'Blacklist' to ensure future Marketing messages are not sent to their number, Subscribers can of course opt to have their number removed from all our records by contacting us on [support@metrofone.co.uk](mailto:support@metrofone.co.uk) but this will remove our ability to 'Blacklist' their number.
3. Any marketing offers whether made directly or implied are made with reasonable care. Offers or orders will only be accepted or completed at the sole discretion of KTM Online Limited following certain identity, credit or other checks and if applicable approval from the relevant mobile phone network. In expressing an interest in the offer or making an order the subscriber agrees that we can use their personal information to carry out such checks.

### Loyalty top up:

- For each fully paid and successful top up of minimum value £5 from qualifying metrofone locations a loyalty card and/or stamp will be issued.
- When 9 stamps have been collected on any single top up card for the same mobile number, a free £5 top up will be issued to the bearer of that card when the fully stamped card is returned to metrofone.
- The redemption of the free top up does not qualify for a stamp.
- The card remains the property of metrofone at all times.
- Metrofone reserve the right to alter, amend and cancel the scheme without notice.
- Metrofone reserve the right to request proof of top up from a customer presenting a stamped card either for redemption or further stamps.
- Cannot be used in conjunction with any other offers.
- No cash alternative.
- Not for resale.

### Competitions:

By pressing on submit you agree to allow us to contact you by telephone or other electronic means of communication. This competition is open to entrants from the UK only. You must fill out the questionnaire to enter.

#### **No purchase necessary.**

- The competition will run as advertised
- The prize will be as advertised
- To qualify for the competition, individuals will need to fill in the competition entry form.
- Only one entry per person
- The draw for the winner will take place after the competition has finished.
- The winner of the competition may need to visit a Metrofone store (location to be decided by KTM Online Limited dependent on location and current activity) to pick up their prize.
- The prize must be collected within 30 days of the winner being announced.
- Winners must confirm/announce winning the prize on their facebook/twitter walls
- Handset may be network locked.
- The Prize cannot be exchanged for cash.
- Metrofone reserve the right to withdraw the competition or disqualify entrants for breach of the above terms. All text messages are to offer the option to 'opt out' of any further Text Marketing by responding with the word STOP at the end of the message.

To receive a £20 voucher you must register your details on the metrofone competition page form

and vote for metrofone as best high street retailer in the whatmobile awards on page 12 of the what mobile awards surveymonkey form. £20 voucher can be redeemed against an upfront cost when purchasing any device on a 24 month contract on [www.metrofone.co.uk](http://www.metrofone.co.uk). If there is no upfront cost the difference will be paid via cashback after the first billing date. Voucher must be used within 30 days of receipt. Voucher cannot be used in conjunctions with affiliates or any other promotional offer.

PROMOTED BY KTM Online Ltd T/A Metrofone.co.uk: Purchase a new LG G7 handset ("Qualifying Purchase") to receive a free LG 24MT49S smart TV monitor. Available directly from Metrofone.co.uk via a purchase via Uswitch.com online from July 24th 2018. First come first served. Only open to UK residents over the age of 18 and internet access is required.

**Promotion period:** July 24th 2018 – whilst stocks last (200 units)

### Eligibility:

1. The Promotion is open to residents of the UK who are aged 18 years or over.
2. The Promotion entails the receipt of a LG 24MT49S smart TV following a Qualifying Purchase.
3. Subject to stock availability from Metrofone.co.uk via Uswitch.com only, these will be on a first come first served basis. Internet access is required.

### Claim Process:

6. Eligible participants who make a Qualifying Purchase shall receive the LG 24MT49S smart TV directly from KTM Online Ltd T/A Metrofone.co.uk.
7. To redeem this promotion please email [support@metrofone.co.uk](mailto:support@metrofone.co.uk) within 30 days from your connection date.
8. Please refer to Metrofone.co.uk full terms and conditions on: <https://www.metrofone.co.uk/termsandconditions>
9. You will receive the LG 24MT49S smart TV to the address you provided when checking out your order on the Metrofone.co.uk website. It is your responsibility to provide accurate information to Metrofone.co.uk and should you provide any inaccurate information, the Promoter shall not be responsible for and shall have no obligation to fulfil the promotion.
10. Please note you will need access to the internet to redeem this promotion and any charges relating to this are between you and your internet service provider and are not the responsibility of the Promoter.

### GENERAL CONDITIONS

11. The Promoter reserves the right to verify the eligibility of all promotions to protect itself against fraudulent, invalid or repetitive claims including, without limitation, to require the participant to prove that it did not return the product within the period of 30 days from the date of purchase. Claims for returned products, those made in bad faith or fraudulent entries or claims that otherwise do not meet these terms and conditions will be invalidated
12. Should the LG 24MT49S smart TV be unavailable due to all stock having been redeemed, the Promoter reserves the right to cease the promotion with immediate effect.
13. The Promoter reserves the right to amend these terms and conditions at any time and to amend or withdraw this promotion at any time.
14. The Promoter reserves the right in its sole discretion to extend or shorten the Promotion Period at any time.
15. You will only be able to claim one LG 24MT49S smart TV per Qualifying Product purchased
16. It is your responsibility to ensure you have provided the correct contact details for the purposes of this Promotion.
17. The LG 24MT49S smart TV shall be delivered to the eligible customer within 30 working days to the address provided during checkout. Please allow 30 working days from the final Claim

Deadline as specified above, to receive the LG 24MT49S smart TV.

18. By claiming this LG 24MT49S smart TV, participants will be deemed to have read and accepted these terms and conditions.
20. Promoter: KTM Online Ltd whose registered office is & Treadaway Tech Centre, High Wycombe, HP109RS.
21. The Promoter acts as data controller as defined in the Data Protection Act 1998 (the "Act"). Promoter agrees to comply with its obligations under the Act and where applicable under the General Data Protection Regulation. In particular, the Administrator warrants they will hold all personal data securely and the Promoter will use the personal data solely for the purposes of administering the Promotion as set out in these Terms and Conditions and in accordance with all applicable law and the CAP Code. The personal information may be retained if is reasonably necessary to comply with applicable law, or for legitimate interests. Further information regarding the KTM Online Ltd privacy policy can be found at <https://www.metrofone.co.uk/privacy>.
22. The Promotion and these terms and conditions are governed by English Law and is subject to the exclusive jurisdiction of the English courts.

### Your Personal Information :

We are registered under the Data Protection Act 1998. We take your privacy very seriously and the personal information which you provide to us will be used in accordance with our Privacy Policy. You agree that we may use the information we collect about you when you subscribe for the Services for the purposes of:

- Preventing crime or fraud. We may also need to pass your information to fraud prevention agencies and other organisations involved in crime and fraud prevention;
- Research, surveying, polling, general campaigning, and engaging with you, including sending you messages (email or SMS) for these purposes on our, or a third party's behalf,
- Marketing and promotion including calling or sending messages (email or SMS) for these purposes on our, or a third party's behalf.
- dealing with emergency services;
- monitoring and managing your account, including providing quality control services;
- complying with our obligations to our service providers; and
- as otherwise expressly set out in our Privacy Policy or as required by law.

The information we collect and process about you may include sensitive personal data. You also agree that we may use other suppliers to fulfil these purposes on our behalf, and that we may share your data with them in order to allow this.

Our Privacy Policy sets out more details about how we use your personal information. Please contact our customer services department if you want further details about with whom and how we share your personal information.

### WCS INSURANCE

WCS Insurance is a separate entity to KTM Online Limited. All claims must be settled through

## Mobile Phone Warranty Periods

The length of a phone's warranty depends on the manufacturer.

Warranties commence on the day you buy the phone:

These warranties are for handsets sold through Metrofone only.

Warranty is void if there are signs of customer damage, including cracked screens.

Manufacturer	Handsets
Apple	12 months
HTC	24 months
Huawei	24 months
LG	24 months
Motorola	12 months
Nokia	24 months
Samsung	24 months
Sony	24 months

WCS. Coverage includes theft and damage.

## GADGET HELPLINE TERMS AND CONDITIONS FOR DIRECT DEBIT CUSTOMERS

Gadget Helpline is a trading name of TMTI Limited. Subscribers will receive a welcome email or letter including instructions on how to access the support services. In all cases, the first thirty days of Gadget Helpline support are free of charge. Subsequently, all payments will be collected by TMTI Limited either using Direct Debit in which case collections will be made every six months in advance beginning at the end of the thirty-day free period or by credit/debit card in which case collection will be for a year's subscription in advance.

Although EU Legislation provides a statutory minimum cancellation period of 14 calendar days from set-up for 'distance contracts', the Gadget Helpline support service may be cancelled at any time during the 30-day free period prior to the first payment being collected at no charge. Any cancellation requests must be made either by using the website [gadgethelpline.com](http://gadgethelpline.com) and clicking Cancellations, by email to [gadgethelpline@tmti.net](mailto:gadgethelpline@tmti.net), or in writing to: Gadget Helpline, TMTI Limited, Corsley Heath, Warminster, Wiltshire, BA12 7PL.

Please ensure you quote the subscriber name, address and any reference number in your communication. Any cancellations made following the collection of the first payment will carry a minimum administration fee of £5.00.

The Gadget Helpline support service will remain available to the subscriber and other members of the subscriber's household between the hours of 09:00 – 18:00 Monday to Friday (excluding Public Holidays) and 10:00 – 18:00 Saturday whilst payments are being correctly maintained and paid.

Calls to the 0844 numbers published in relation to the Service are charged at 5p per minute at all times from BT landlines and may incur a connection fee but charges may vary from other networks and mobile operators. Calls to 0344 or 0333 numbers published in relation to administration queries are charged at a rate equivalent to normal Geographic (01, 02, and so on) numbers.

TMTI Limited will use its reasonable endeavours to resolve support issues raised by our customers in relations to Gadgets they may own. Gadgets are defined as the following:

MP3 players, flat screen TVs, DVD players, games consoles, satellite receivers, digital cameras, video cameras, mobile phones, Bluetooth headsets, computer printers and scanners, satellite navigation devices, fax machines, answering machines, home audio systems and PCs (initial out of the box



support only). All items must have been purchased new within 3 years.

Items that do not fall within the definition of Gadgets for the purpose of this service are:

Apple Mac's, computer software, musical instruments, white goods (e.g. fridges freezers dishwashers, etc.), kitchen electrical products (e.g. microwaves, ovens, cookers, mixers, kettles blenders, etc.), domestic appliances (e.g. washing machines, vacuum cleaners, irons etc.). The customer will appreciate that this list is not exhaustive and TMTI Limited will endeavour to support customers' needs as they arise.

TMTI Limited reserves the right to determine whether or not an item falls within the definition of a Gadget for the purposes of this service and to apply a 'reasonable use' policy at their sole discretion where it may be necessary to maintain service levels.

### Remote Access support

From time to time it may be necessary for the Gadget Helpline to access a customer's device remotely in order to diagnose a problem and/or deliver a support solution, TMTI Limited will interact directly with the device using third party remote-access software. Customers of the Gadget Helpline consent to this remote access being used on their device unless consent is expressly refused. Devices accessed remotely must be the personal property of the customer and not that of an employer or Public Authority; by allowing the remote access service to be deployed, customers confirm that this is the case.

TMTI Limited will use reasonable endeavours to avoid any unintended outcomes or loss of data; however, the avoidance of events resulting in loss of data or software cannot be guaranteed. Users should ensure that appropriate Firewall and Virus Protection safeguards are in place on the device to be supported by the remote-access service and back up all important data and software in advance of any remote-access support so that any accidental loss can be retrieved. Users of the remote-access service acknowledge that actual hardware faults and certain software or other issues are likely to be beyond the scope of the service.

Users of this Remote Access service must be 18 years of age or over.

Valid software licenses for all appropriate operating systems and applications must be correctly in place at the time of using this service. By using this service, users confirm that all such necessary software licenses are correctly in place.

During the remote-access diagnosis and/or problem-resolution we may record the session's telephone call and device activity for training and quality-monitoring purposes.

TMTI Limited does not give or imply any warranty or any other assurance as to the operation, quality or functionality of the service. Access to the service may be interrupted restricted or delayed for any reason. TMTI Limited does not give or imply any warranty or other assurances as to the content of the advice given by their representatives, its accuracy, completeness, timelessness or fitness for any particular purpose. To the full extent permissible by law, TMTI Limited disclaims all responsibility for any damage or losses (including without limitation financial loss, damages for loss in business projects, loss of profits or other consequential losses) arising in contract, tort or otherwise from the use of or any action or decision taken as a result of using the Gadget Helpline support service.

Choosing the Gadget Helpline support service constitutes acceptance of these Terms and Conditions.

Full terms can be seen at: <http://blog.gadgethelpline.com/terms>

\*excludes white goods