



## 1. General terms

The following are the terms and conditions (called "the terms") for the supply of goods and services by Chitter Chatter Ltd. trading as Chitter Chatter. We may change the terms from time to time without notice. However, any changes will only apply to any orders received after the change.

We intend to rely upon the terms. It is important that you read and understand the terms before ordering from Chitter Chatter. If there is any term that you do not understand please notify us before ordering from us.

Chitter Chatter's unique offers will have specific terms which are applicable to each one and these will be explained to you by phone or on our website at the relevant page.

You must be over 18 to order any products from us. We only accept orders from you if you are resident in the United Kingdom. By ordering from us you confirm that you are over 18 and in the United Kingdom. Delivery can only be made to addresses in the United Kingdom.

The benefit of any contract entered with us is personal to you and only you can enforce the contractual terms.

## 2. Mobile phone ordering

We only agree to supply a phone to you if you enter into an airtime agreement to connect the phone, we supply to an airtime provider for a minimum period of 24 months on the network and tariff that is associated with the phone. If there is a delivery charge, you must also pay that. The reason we insist on this is because mobile phones are worth several hundred pounds, and we can only sell or supply a phone either free or for a price below what the phone is worth if you also enter into such an airtime agreement. Your contract for airtime is not with us but is with a separate mobile phone network.

If we deliver a phone to you and you do not enter into the associated airtime agreement, or you cancel your agreement AND do not return the phone to us (or were permitted under paragraph 10 do not enable us to collect it) we will charge you the retail price of the handset only phone.

If you purchase a mobile phone without an airtime agreement from our SIM Free section, the above does not apply.

The phone and any other goods we deliver to you become your responsibility once they are delivered to you.

### 3. Ordering from Chitter Chatter

All orders for our mobile phones that are sold in conjunction with an airtime agreement are subject to you passing status and credit checks required by the mobile phone networks, we will also use third party credit reference agencies (CRA) to do further identity and credit checks where necessary. We may also at times ask for further proofs of identity to help us protect you from identity theft. The CRA we currently use to provide further checks is Pay 360 Optimise. If you are making a payment for the goods, orders are subject to obtaining payment authorisation from your credit or debit card provider. We will let you know if you do not pass these checks or if we do not obtain such authorisations.

Please note that any automated reply or acknowledgement of your order that you may receive from us by email is not an acceptance of your order. The contract between us is made when we despatch the goods to you. If you have ordered through our website, we will send you an email confirming this. Only the goods stated on that email will be included in the contract. By ordering with us you agree to us contacting you when your renewal is due.

Prior to entering the contract, we will be under no obligation to supply you with the mobile phone or other goods or services you have ordered.

We reserve the right to refuse or reject any order to obtain any goods or services at any time.

To purchase from us, you will need to use a credit, debit or charge card. If you order by our website, you will also need an e-mail address as we will use this to contact you. It is your responsibility to verify that your mailbox is in proper working order, and you must assume the risk of all consequences for transmission or operational failures.

In order to obtain a mobile phone from us, it is necessary to pay your monthly payments to the airtime provider by direct debit. We will arrange for this to be set up automatically for you and details will be confirmed to you by your mobile phone network in writing soon after connection together with confirmation of when your first and ongoing payments will be taken. If there is a change to the date, amount or frequency of your direct debit, you will be given 10 working days' notice before any money is debited from your account. In the unlikely event of an error, you are entitled to an immediate refund from your bank. You have the right to cancel the direct debit at any time. This guarantee is offered by all banks and building societies that take part in the direct debit scheme. However, you should be aware that airtime agreements usually require payments to be made by direct debit and

you may be in breach of your airtime agreement if you cancel a direct debit or request a refund.

If you order insurance through us the insurance company will require a direct debit for any insurance premiums. We will arrange for this to be set up automatically for you and details will be confirmed to you by the insurer in writing soon after connection. If there is a change to the date, amount or frequency of your direct debit, you will be given 10 working days' notice before any money is debited from your account. You have the right to cancel the direct debit at any time. This guarantee is offered by all banks and building societies that take part in the direct debit scheme. However, you should be aware that your insurance may cease if you cancel a direct debit or request a refund. Once you are connected to your mobile phone network, your first bill may not be for a complete month. The exact period will depend on the billing cycle that the airtime provider operates. We do not have any control over this, but it does mean that any free minutes and/or free messages are prorated from connection up until the date of your first bill. We recommend that you check this with your mobile phone network upon receipt of the phone.

#### 4. Price

If you have agreed to pay for the phone or any goods during a telephone call with us, the price will be the price that we tell you during our telephone call. If you order from our website the price will be the price quoted on the online order form.

Occasionally we may make a mistake in the price quoted on our website or in an advertisement and if we have made such an error, then we will inform you of this as soon as we become aware of it and will tell you the correct price and ask you if you still wish to place a new order with us. If we have not heard back from you within 10 days, then we will assume that you did not want to place a new order and we will give you a full refund if you have already paid.

We reserve the right to cancel the contract between us if one or more of the goods you ordered were listed at an incorrect price due to a typographical error or because of an error in our website. If we do cancel your contract in such circumstances, we will notify you by e-mail and will re-credit to your account any sum deducted by us from your credit card as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

All other charges outside your allowance, such as call costs, texts and Boosters, stay the same.

By ordering from us, you agree that we are authorised to charge your credit, debit or charge card with the amount shown on the online order form or the amount we agree with you over the phone.

## 5. Delivery

Any delivery charges will be explained to you by phone or, if you order from our website, will be stated on the website.

We will deliver to the current address given by you at the time you place your order. You must be available to accept personal delivery and sign an acknowledgement of delivery. If the package appears damaged when it is delivered to you, we advise you not to accept delivery.

We strongly recommend that, upon receipt, you inspect the phone. In the unlikely event that we deliver the wrong phone to you, or the phone or other goods are defective or damaged, please inform us as soon as reasonably possible.

We will not be liable for any delays beyond our reasonable control. If you delay a delivery, our responsibility for everything other than damage due to our negligence will end on the date we agreed to deliver it.

If we are unable to provide you with the phone you have ordered for reasons beyond our reasonable control, you will be contacted as soon as possible at which point you will be offered the choice of accepting a substitute phone or a complete refund of any sums that you have paid.

If the item is in stock and ordered before 5.00 PM (Mon-Fri), we aim to dispatch the same day. Orders placed after 5.00pm Friday and 5:00 PM Monday, will be delivered on Tuesday. We use DPD, but in some cases delivery could take up to 5 working days. If you have not received your order within 5 working days, please feel free to contact our Customer Service Team: [customerservice@chitterchatter.co.uk](mailto:customerservice@chitterchatter.co.uk). Next day delivery service is available for UK Mainland only. Deliveries to the Scottish Highlands, Northern Ireland and other UK areas will take 2 days and no Saturday delivery service is available in these areas. Delivery to the Channel Islands is not available. Please note that deliveries to the Scottish Highlands, Ireland and the Isle of Man are not eligible for next day delivery.

## 6. Data Protection and Privacy Policy

We at Chitter Chatter, value the trust you place in us. That is why we insist upon the highest standards for secure transactions and customer information privacy.

Please read this Privacy Policy to learn about our information gathering and dissemination practices. It explains:

### 6.1 What personal information we collect?

- Full Name
- Date of birth
- Email address
- Mobile phone number
- Home Telephone Number (if available)
- Full Address details for the last 3 years
- Credit card/debit card details
- Bank account details

When you use our website to order with us, you voluntarily provide us with the following information:

To make sure we follow your instructions correctly and to improve our service to you through training of our staff, we may monitor or record communications.

We also identify your IP address to secure our website and identify any suspicious activity.

While you can browse our Website without providing any details, activities such as placing an order, checking upgrade offer or registering for upcoming products we do require details from you.

### 6.2 Why we collect personal information?

Our primary goal in doing so is to process your order request in a secure and efficient way and/or to send you promotions, special offers or news about upcoming products.

More importantly, we may not always need all the above information, so we will only collect the personal information from you that we consider necessary for processing the type of product or service you order with us or subscribe to.

### 6.3 Why we share personal information and with whom?

We share and disclose personal information to third parties to complete and process order(s) you place with us which will involve passing them on to relevant third parties such as credit reference agencies, currently we use Pay 360 Optimise, payment gateways, mobile phone networks, insurance companies and delivery firms.

We do this to help us and mobile phone networks to make credit decisions about you, to check your identity and to protect you from fraud. We and the mobile phone network may search our own files and the files of credit reference agencies who will record any credit searches on your file. Details of how you conduct your account may be disclosed to such agencies. The information will be used by other credit grantors for making credit decisions about you and the people with whom you are financially associated, for fraud prevention, money laundering prevention and occasionally for tracing debtors.

If you breach any after sales agreement with us your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures.

We will also pass on your personal details to mobile phone networks to enable them to set up direct debits and administer your airtime agreement. We may also carry out status checks. If you order your insurance through us, you give us permission to pass your data to relevant insurance companies.

Under the General Data Protection Regulation (GDPR), we give you the opportunity to let us know through consent options whether you would like us and people to whom we pass your personal details to contact you by post, email, SMS and phone to recommend similar products and services and to help you renew your agreement. We will never sell your data to any third-party companies.

#### 6.4 Security precautions.

Our Website has stringent security measures in place to protect the loss, misuse, and alteration of the information under our control. Once your information is in our possession we adhere to strict security guidelines, protecting it against unauthorized access.

Under General Data Protection Regulation (GDPR) you have the Right to be Forgotten, which means you can ask us to remove the personal information we hold about you.

We do not disclose your personal information to the third parties for their marketing and advertising purposes.

#### 6.5 Consent procedures we have in place and about "The Right to be Forgotten" policy.

Before we start sharing personal information from you, we provide you with information about how we would use and share your information to complete your order with us. If you wish not to disclose your personal details with third party companies we work with, you can always decide to terminate your order journey.

Under the General Data Protection Regulation (GDPR), any individual may write to the Data Protection Co-ordinator at the address below and request a copy of the information which we hold about them. If the details are inaccurate, you can ask us to amend them.

You may request us to remove your personal information or stop using your data or contacting you in particular ways (other than as is necessary for the performance of our obligations under our agreement or as permitted by law) by contacting our Data Protection Controller. We may also disclose your personal information if we are required to do so by law for example to the Financial Conduct Authority and other regulatory and government agencies.

## 6.6 Advertisements from third party on Chitter Chatter

We use third-party advertising companies to serve you with ads containing special offers and/or discount coupons when you visit our Website. These companies may use information (not including your name, address, email address, or telephone number) about your visits to this and other websites to provide advertisements about products, promotions and services of interest to you.

## 6.7 Our contact details

Please contact us for any questions regarding this statement.

The Data Protection Officer

Chitter Chatter Ltd. T/A Chitter Chatter

Britannia House

Pier Road

FELTHAM

TW14 0TW

Phone: 0208 185 7579

Email: [customerservice@chitterchatter.co.uk](mailto:customerservice@chitterchatter.co.uk)

Note: Our privacy policy is subject to change at any time without notice. To make sure you are aware of any changes, please review this policy periodically.

If we decide to change our privacy policy, we will post those changes on this page so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it.

You acknowledge and agree to be bound by the terms of our privacy policy.

## 7. Returns Policy

If you wish to take advantage of our returns policy, it is your obligation to return the phone in question together with any accessories and other goods supplied at your own cost by special delivery. Our returns policy only applies to phones which have not been used and the packaging is undamaged.

Our returns policy is in addition to any other rights you have and enables you to return the phone and other products we have sent you and end any associated airtime agreement. If you follow the processes outlined below:

Contact our Returns team at [customerservice@chitterchatter.co.uk](mailto:customerservice@chitterchatter.co.uk) and obtain a returns authorisation number (RAN)

Fill out a cancellation request form supplied by our customer services team.

Ensure the Sim Card / Mobile Phone / Free gift has not been used (use signifies acceptance of your contract).

All products returned in their original packaging

Contact us to arrange a return by the 14th day from receipt of the goods

The returned parcel must include:

- Returns number. Invoice (with transaction number / name and address).
- Product(s), charger, battery, manual and any other included accessories.

The warehouse must receive the parcel back within 14 days of your notice to cancel.

Advise us if you have ported your number.

For phones with an associated airtime agreement, you have the right to cancel within 14 calendar days of receipt of your delivery, you will then have a further 14 days to return the handset and any other goods supplied as part of the offer. If there is an associated airtime agreement, you will remain liable to pay for any line rental until the phone and all other goods we supplied to you are received back by us in pristine condition and in accordance with this policy. The phone and other goods must be returned in their original undamaged packaging. If we do not receive the phone and other goods back by the required date, or if it is not in pristine condition, or we do not receive all the accessories or other goods that we sent to you, then any associated airtime agreement will not be cancelled, and you will remain liable under it. You are responsible for the phone and other goods until they are received by us. Unless we have provided you with a prepaid envelope, you are responsible for the cost of returning the phone to us.

Refunds (where applicable) will be credited to the card used for the original purchase after receipt of the returned equipment and satisfactory inspection by us. Please allow 30 days for the refund.

Chitter Chatter reserve the right to issue a credit note instead of a full refund if you have simply changed your mind or purchased the wrong size or colour of phone.



A deduction may also be made if the value of the goods has been reduced as a result of you handling the goods more than is necessary.

If your handset develops a manufacturers fault within 30 days, we will exchange it for a new handset. You will need to call the Chitter Chatter customer service care line to arrange for an exchange. Once we have received your handset, we will assess the fault and call you on your preferred contact number. You must return the handset by Royal Mail special delivery.

Please enclose a receipt of postage and we will gladly refund you the cost. Postage will not be refunded if no fault can be found, non-warrantable fault or if no receipt of postage is sent. An admin fee of £10 will be levied for the return of non-warrantable and no fault found phones which have not been repaired.

Unless you have cancelled the contract in accordance with paragraph 10, even if you do not use the phone, the airtime agreement will be deemed to have commenced on the date of delivery.

### Returning a faulty iPhone

Apple themselves deal with any warrantable issues after 14 days of purchase. Please contact Apple directly who will exchange the handset.

In order to arrange an exchange, simply contact Apple on 0800 107 6285 or visit Apple's website to book an appointment.

If you have purchased a graded handset from us please contact us in the first instance to allow us to help you with your issue. Please do not call or go to an Apple store as Chitter Chatter are responsible for the warranty on these products.

## 8. Clawback

8.1 Unless we have specifically agreed to sell you a product on a standalone basis (without a Service) we only agree to sell or supply a product to you on the basis that you enter a Network Contract, adhere to the terms and conditions of that Network Contract and pay the Network Operator all airtime bills as specified within the Network Contract for the agreed minimum term of the Network Contract. The reason we insist on this is because products can have a significant cost to us, and we can only supply the product free or for a price below what the item is worth because the Network Operator subsidises the cost of the product. If you do not comply with the terms of your Network Contract at any time during the agreed minimum term of the Network Contract – for example if you do not pay your airtime bills or cancel your Network Contract or are disconnected – the Network may recover from us any subsidies that it has paid to us for your product. If this

happens, we may charge you the cost of the product as if it had been supplied to you on a SIM free basis (without a Network Contract) and we may contact you to make payment on your debit your credit or debit card on the basis that the product was supplied to you on a SIM free basis. Once this payment has been received, we will then credit your original VAT/tax receipt and re-issue to you a new SIM free product receipt.

**8.2** If for any reason we are unable to charge your payment card as set out in paragraph 8.1, we reserve the right to claim such sums back by any other means available to us including by way of court action.

## 9. Liability

Nothing in the terms limits our liability to you in the event of death or personal injury from our negligence.

We will not be liable under our agreement with you for any loss or damage caused by us or our employees or agents in circumstances where i) there is no breach of a legal duty of care owed to you by us or by any of our employees or agents; ii) such loss or damage is not a reasonably foreseeable result of any such breach at the time we enter into our contract with you; iii) any increase in loss or damage results from breach by you of any of the terms.

We are not responsible for indirect losses which happen as a side effect of the main loss or damage, and which are not reasonably foreseeable by you and us at the time we enter into our contract with you (such as loss of profits or loss of opportunity).

As a consumer, you have certain rights by law regarding the return of defective goods and claims in respect of losses caused by any negligence on our part or our failure to carry out our obligations. The terms do not affect those rights.

We will not be liable in any way for technical or other problems that you may experience when using our website and we are not responsible for any loss or damage of any kind caused to your computer equipment from using our website.

## 10. Offer Terms

All offers are valid only for the periods stated in the relevant advertisement or on the relevant web page.

If any provision of the terms is unenforceable this will not stop the rest of the terms from being enforceable.

Even if we do not exercise any of our rights on a particular occasion, that will not prevent us exercising those rights in the future.

Each order placed by you will be treated as an offer to purchase the Goods and/or Services to which your order relates. The contract will only be completed when we dispatch the Goods/commence the provision of the Services (as applicable) or when we take any due payment from you (which includes debiting your payment method), whichever is the earlier. The "confirmation" stage of the checkout process sets out the final details of your order. An order will be placed when you press the "confirm order" button or a similar function. We will then send you an order acknowledgement email detailing the products you have ordered. This is not an order acceptance and will be followed by a second email which confirms your order has been accepted and is on its way – we usually send this on the next working day.

The terms are governed by and construed in accordance with the laws of England and Wales. Each of us submits to the non-exclusive jurisdiction of the English Courts.

## 11. Cash Back Offer

Your chosen cash back, will be paid directly into the bank account we have registered for you each time a cash back payment is due to you. You will automatically receive the cash back payment by 30th of each month until you either upgrade or cancel your current contract. If you have selected a one-off cash back deal, we will pay the cash back amount within 90 days from the date of connection.

### Terms & Conditions

These terms and conditions apply in addition to the Terms and Conditions for Airtime/Network Supply/Mobile Phone Services with your network operator and (ii) the Terms and Conditions of Sale and/or Terms and Conditions for Supply of your Equipment/Handset/Phone with Chitter Chatter

Cashback is provided by Chitter Chatter.

This offer is only open to residents of the UK of 18 years of age or over.

This offer is subject to credit status and you entering an Airtime Contract for a minimum term.

Once you have accepted the terms of your Airtime Contract, you shall be deemed to have accepted these terms and conditions.

Automatic Line Rental Discount.

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 discounted line rental which you will automatically receive on the 30th of the 2nd month after connection.

Example: SIM Only 15 (12 months) £15.32 per month with 1 months discounted line rental to £12 has a cashback value of £3.32.

You will automatically receive a payment into your bank account registered with us for £3.32 on the 30th of March 2011 for a connection purchased in January 2011.

In order to claim any discounted line rental and/or cashback or similar, you must be able to demonstrate to our reasonable satisfaction that your Airtime Contract has not been cancelled and all payments thereunder are up to date when you claim.

If your Network Operator makes a clawback of any commissions paid to us due to a default or termination by you under your Airtime Contract, we reserve the right to charge you for the full amount of any such clawback up to the amount of any discounted line rental or similar applied or paid by us to you or for any cashback paid to you.

## 12. Consumer Price Index and Retail Price Index

RPI stands for Retail Price Index and is a measure of inflation published monthly by the Office for National Statistics. Each year, your Pay Monthly airtime tariff will be adjusted according to the Retail Price Index (RPI) rate of inflation. Your bill will be adjusted in April (O2 & Vodafone) and May (Three) by the rate announced in January (Three), February (O2) and March (Vodafone).

CPI stands for Consumer Price Index and is a measure of inflation published monthly by the Office for National Statistics.

## 13. Insurance

### Theft

The chances of a stolen mobile phone being returned to its owner are less than 1%.

Current phone models can cost over £700 to replace

A brand-new handset is more likely to be stolen.

Mobile phone theft is Britain's costliest form of crime.

Many household policies do not cover your mobile phone for theft and damage outside your home. Household policies also tend to have large excesses and increases in premium if you claim.

### Damage

Repairs can be expensive and in many cases as much as a new phone.

Mobile phones damaged by water or fluid often cannot be repaired - and are not covered by the manufacturer's warranty.

### Misuse of airtime

If your phone is stolen and the thief uses it before disconnection the insurers will cover the cost of the unauthorised calls made up to £1000 providing you notify us of the theft within 24 hours.

### Extended warranty

If your phone breaks down after the manufacturer's warranty the insurance will also cover you for the cost of repair including parts. The cost of repairing your phone could be more than the phone is worth.

### International Cover

Worldwide trips of up to 90 days are also covered by the insurers at no additional cost.

### Repairs and replacement

If your phone is stolen you will receive the same model of phone subject to availability, if unavailable a replacement with similar features and functions will be supplied. If your phone is damaged or breaks down and is beyond economic repair you will receive a new model of phone subject to availability (please note iPhones may be remanufactured handsets), if unavailable a replacement with similar features and functions will be supplied.

### Schedule of Insurance

Please contact the Administrator on the number shown overleaf if you have not received your Schedule of Insurance within 14 days of applying for cover.

## CHITTER CHATTER MOBILE PHONE THEFT, DAMAGE & EXTENDED WARRANTY INSURANCE POLICY

PLEASE [CLICK HERE](#) FOR FULL MOBILE PHONE INSURANCE POLICY TERMS AND CONDITIONS

PLEASE [CLICK HERE](#) FOR MOBILE PHONE INSURANCE PRODUCT INFORMATION DOCUMENT

### 14. Cancellation under Distance Selling Regulations

If you are a consumer, in addition to the benefit of our returns policy you also have certain cancellation rights under Distance Selling laws and paragraph 10 applies.

You have the right to cancel within 14 calendar days of receipt of your delivery, you will then have a further 14 days to return the handset.

You must return the handset in pristine condition and in its original and undamaged packaging.

If you cancel your agreement before you have received the goods, but we have already processed the goods for delivery you must not unpack the goods when they are received by you.

If you cancel your agreement after receipt of the goods once you have cancelled you must not use the goods and you must keep them in their original packaging.

You must take reasonable care of the goods.

If you cancel, you must return the goods to us at your own risk and cost. You should follow the Returns Procedure enclosed with your phone.

Once you have notified us of your cancellation then any sums paid by you will be reimbursed within 30 days (other than our costs if we have to recover the goods from you). If you cancel under this paragraph and have not returned the goods to us within 14 calendar days (the 1st day being the day after receipt) of cancellation or when requested, you must make the goods available for collection by us at your cost. We can recover the costs of recovering the goods from you if you do not return them to us.

### 15. Trade In

1. You confirm that you consent to Chitter Chatter Limited using your information (including name, address, telephone number, email address, Device make/model/IMEI/network) to allow us to process your trade in and contact you and the network in relation to the trade in and unlocking of the Device only.

2. You will be deemed to have accepted these terms and conditions ("Conditions") when you provide us with the device you wish to trade in (the "Device") by sending the Device to us if you trade in online or over the telephone.

Before providing us with the Device, if you have any questions relating to these Conditions, please contact us via our website at [www.chitterchatter.co.uk](http://www.chitterchatter.co.uk) or by calling us on 0208 185 7579.

3. You confirm that you are either the owner of the Device or you have obtained express permission from the rightful owner to trade in the Device.
4. The Device must not be stolen or listed with us or a third party as stolen.

We will check the Device with Mobicheck, which checks against a variety of independent datasets, including the GSMA Global Blacklist Registry, to provide the most up-to-date information possible on the history of a mobile phone, including whether it is network blocked, has been reported lost or stolen, is under finance, or has been subject to an insurance claim. MobiCHECK® is trusted by law enforcement, insurance companies, recyclers and well-known high street retailers. If the Device fails any due diligence check we may notify the relevant police authority and we may pass the Device and your details to them, and the Quoted Value will not be paid to you.

4.1 If we find upon inspection of the Device that you have sent us that they have been registered or reported lost, stolen, blocked or barred, or we believe the Device you have sent to us could be counterfeit we will notify you by email and quarantine the device whilst we contact the relevant authorities.

4.2 We will use an external service provider, MobiCode, to check every device received against the GSMA Global Blacklist Registry (the "Register").

The Register identifies phones that have been lost, stolen, blocked or barred with a 'red flag'.

4.3 If your device is found to have a 'red flag' against it, you will have 28 days to contact Mobicheck (the "Quarantine Period"), who will provide advice on how to prove that you are the legal owner of the device.

4.4 You can begin the process by visiting the Mobicheck website at <http://www.mobicheck.co.uk>

You will be asked to provide a brief description of the issue, as well as your certificate ID number which we will provide you with in our notification email in accordance with clause 4.1.

4.5 We cannot send your device back to you or make any payments during this period and are legally required to dispose of the device if the 'red flag' against your device is not lifted within the Quarantine Period.

4.6 If you have any more questions on why we reject your Item, then you can contact our Customer Service team.

4.7 We accept no liability or responsibility for rejecting your Item or not returning your Item to you in these circumstances.

4.8 If during the Quarantine Period we receive satisfactory confirmation from MobiCode that you are the legal owner of the device, we will post the device back to you no later than on the last day of the Quarantine Period, using our selected courier at no additional cost.

5. The Device must not have been purchased from Chitter Chatter within the 30 days prior to trade in.

6. The quoted Device trade in value ('Quoted Value') will be determined by us or a third party on our behalf based on the make and model of the Device.

7. If the Device contains a SIM card, you must remove this along with any accessories prior to trade in.

We will not be liable for any consequences of you not removing the SIM card or accessories, including any payments associated with the Device or the SIM card.

8. Data stored on the Device that you wish to retain must be saved elsewhere and you must remove any memory card and/ or all data that has been put onto the Device prior to trade in.

We will not be liable for any damage, loss or erasure of any such data or for any consequences of you not removing your data or memory card, including use or disclosure of such data.

9. We may deem the Device to be a Working Device or a Non-Working Device, where a:

'Working Device' means all features of the Device are in good working order and condition, the phone powers on and off, there is no physical damage (e.g. not bent, mis-shaped and has all parts, no missing pixels, burnt LCDs, screen has no cracks or chips and device Home button works) or evidence of liquid damage.



Its battery is included and can charge and power up, camera has no damage or faults, has sound and vibrates, not be subject to any previously agreed trade in arrangement and in the case of Apple products, has no fake or non-original components, any iCloud accounts must be deleted from the Device prior to trade in; and 'Damaged/Non-Working Device' means a Device that is not fully functional (e.g. has a damaged screen, case or buttons) but includes a battery, has all its parts, is not crushed or bent, is not liquid damaged, has no missing or detached components and is not subject to any previously agreed trade-in arrangement.

10. Once you have traded in the Device, it will not be returned to you under any circumstances.
11. In order to honour the Quoted Value we must receive the Device within 7 calendar days of you accepting to trade in; and provided the Device received is as advised by you and has been received within the 7 calendar days in the Envelope, we will pay you via your provided bank details within 5 working days.
12. If the Device received does not completely match the description and detail as advised by you or we have not received it within the 7 calendar days, we will contact you to give you the option either to have the Device returned to you at our cost, in which case no value will be paid to you or proceed with the trade in at a new value advised to you.  
If you do not respond to this contact as advised therein within 7 working days, we will assume that you have accepted our revised offer and proceed with payment accordingly. Should you wish to make a complaint about the trade-in service, you may do so in the following way:
  - in writing addressed to Chitter Chatter, Britannia House Pier Road Feltham TW14 0TW
13. Both parties' aggregate liability in relation to these Conditions (whether in contract or for negligence or breach of statutory duty or otherwise howsoever and whether to any entrant or otherwise) for any loss or damage shall be limited to and in no circumstances shall exceed £250 for any one incident or series of related incidents.
14. Chitter Chatter Limited reserves the right to withdraw or to change the terms of this offer at any time.  
Changes will be published on our website at [www.chitterchatter.co.uk](http://www.chitterchatter.co.uk).
15. Nothing in these terms and conditions shall affect your statutory rights.

16. These Conditions are governed by English Law and the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Conditions.
17. Each clause of these Conditions shall be construed separately and independently of each other and the invalidity of any one part shall not affect the validity of any other part.
18. 'We/ us/ our' means Chitter Chatter Limited.

## 16. Chitter Chatter Mobile Phone Lifetime Guarantee

Chitter Chatter Ltd covers your device against any manufacturer faults for the lifetime of your new device\*. That's longer than any standard manufacturer warranty. Should a product fail due to manufacturing defects in workmanship and/or materials, or a genuine fault, we will repair the item free of charge or replace at our discretion.

Q. What is NOT covered with the guarantee?

Our guarantee covers genuine manufacturing faults or defects only and does not cover normal wear and tear. Headphones, chargers and other accessories supplied with the device are not covered.

Accidental damage and water damage. Whether it's caused by you or someone else.

Poor aftercare. Your product should be cared for and properly maintained. If, for example, your device was serviced or repaired by any company or person other than the manufacturers authorised agent the fault would be due to poor aftercare, rather than being a manufacturer's fault. We recommend using a case and screen protector for your phone.

Damage caused by misuse or alteration of the product. Any consequential loss or damage resulting from a fault.

Second-hand items. Unfortunately, our guarantee covers only the original owner and is not transferrable.

## 17. Provisions applicable to the use of our website

The contents of our website are directed solely at those who access this site from the United Kingdom. Any products for sale on this site may only be purchased and delivered to persons within the United Kingdom. If you choose to access the website from outside

the United Kingdom it is your responsibility to check that you comply with any relevant laws. We may decline access to our website to any person.

We may revise the provisions applicable to the use of our website at any time by updating this posting. You should check our website from time to time to review the then current provisions, because they are binding on you.

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Notwithstanding the above, none of the exclusions and limitations in the clause are intended to limit any rights you may have as a consumer under local law or other rights which may not be excluded nor in any way to exclude or limit our liability to you for death or personal injury resulting from our negligence or that of our employees or agents.