

# RETURNS POLICY

## 1. Definitions

1. This Returns Policy is part of the our Standard Terms and Conditions and the Standard Mobile Terms and Conditions and is herewith incorporated by reference to them. 'We', 'Us', 'Our' means Virtual Graffiti Ltd, the telecommunications provider. 'You', 'Your' or 'Customer' means You, Our Customer. Capitalised terms in this Returns Policy refer to those definitions in Annex 1.

## 2. Scope

This Returns Policy applies when any Phone, Dongle, Laptop or Modem that has been ordered online or via telesales arrives damaged or is not as the Customer ordered, or if the Order was duplicated, only applying to Customers who either:

bought a Phone, Dongle, Laptop or Modem;

received a subsidised Phone, Dongle, Laptop or Modem (partly or totally free) with a Pay Monthly Package when they entered into a Pay Monthly Contract with Us; or

received a subsidised Phone, Dongle, Laptop or Modem (partly or totally free) when the Customer upgraded or renewed its Monthly contract with Us via Our own telesales team or via Our website.

Any purchase by a Customer of a Phone, Dongle, Laptop or Modem from another retailer will not come under this Returns Policy.

- This Returns Policy does not apply to the supply of Our Services. The Standard Terms and

Conditions and the Standard Mobile Terms and Conditions will instead cover the provision of Our Services when the Customer registers on and connects to Our network and they are also available on Our website.

This Returns Policy does not apply to Customers who:

did not purchase their Phone, Dongle, Laptop or Modem via Our own telesales team or via Our website;

bought their Dongle, Laptop or Modem via Our telesales team or via Our website and used them as described below; or

bought their Phone via Our telesales team or via Our website who have used their Phone (this means that You may not personalise Your phone in any way, or use any of Our Services, or take photos or videos or load any data onto the Phone).

The Customer will be responsible for the Phone, Dongle, Laptop or Modem as soon as it is delivered to the Customer.

This Returns Policy shall not apply if the Customer permits the Phone or Dongle to be unlocked via any unauthorised manner (i.e. by anyone other than Us or the manufacturer).

If you fail to return the Product in accordance with this Returns Policy (as applicable), You won't be eligible to return it under this Returns Policy but, if You do still wish to end Your Agreement, You must pay Us all the Charges You owe, plus any Cancellation Fee for Your Package (amounts available at request and please refer to Our Standard End User Terms or Our the Standard Mobile Terms and Conditions for details).

## 3. Statutory rights

The policies set out in this Returns Policy section will not affect any of the Customer's statutory rights.

For more information on statutory rights, a Customer should contact any local authority Trading Standards Department or Citizens Advice Bureau.

#### **4. Manufacturer's warranty**

The manufacturer of the Phone, Dongle or Modem will have provided the Customer with a warranty against defects in materials and workmanship for a period of at least 12 months from purchase. Further details of the manufacturer's warranty can be found in Your Dongle, Phone or Modem Box. This warranty is in addition to the Customer's statutory rights.

We only act as the manufacturer's agent for the purposes of processing any warranty claims. We are not the manufacturer of the Phone, Dongle or Modem and the manufacturer is the company referred to in the manufacturer's warranty documentation.

A Customer must notify Our Customer Services if a Customer wishes to make a warranty claim against the manufacturer.

For details of any manufacturer's warranty given in respect of a Laptop, a Customer will need to refer to the details of the manufacturer's warranty which may be included in the Laptop box. A Customer should also refer to the information in the manufacturer's warranty or materials for details of how to make a claim under the manufacturer's warranty in respect of a Laptop.

#### **5. Products damaged on arrival**

If a Customer discovers that a Phone, Dongle, Laptop and/or Modem is visibly damaged on arrival, the Customer should either write on the delivery note that the packaging is damaged, or refuse to accept the delivery. The Customer should also contact Us within 7 calendar days with details of the damage. This will help Us considerably in raising the matter with our

appointed courier. Once the damaged goods have been received back into our warehouse, then we will repair them or replace them.

#### **6. Products not as ordered**

If the Customer receives goods from Us that differ from what the Customer has ordered, then We strongly recommend that the Customer notifies Us as soon as possible by phone and by email to our customer services team.

#### **7. Products or order duplicate**

In the event that a Customer's order or goods have been duplicated by mistake, then the Customer must notify Us as soon as possible using Our Online Returns Tool.

#### **8. Returning the Product**

For the purpose of this paragraph 8, the terms "Product" shall cover Phone, Dongle Modem and/or Laptop.

If the Customer bought the Product from a third party (either in a retail store, over the phone or online) and the Customer wishes to return it, the Customer should refer to the Returns Policy issued by that retailer.

The Customer will need to provide a receipt or delivery note as proof of purchase.

Any refund to a Customer under this Returns Policy will be in the same form as the Customer's original payment.

If a Customer has used the Product, We may charge the Customer for any data used or for any other usage.

If You are unsure what to do please call Our Customer Services.

If the Product is unused and is to be returned under this Returns Policy, then the Product must be returned, along with the original Boxed Accessories and documentation "as new" to Us within 14 days of delivery, including any "free gifts" and all other related material.

You may be reasonably charged for any items or components that are missing or which have been damaged since the Product was received.

Otherwise, We may not allow You to return the Product and cancel Your Agreement with Us or We may charge You for any items or components that are missing or which have been damaged since You received the Product (if applicable).

#### **9. Phones**

If you return Your Phone, you must ensure that: Your Phone and any Boxed Accessories are returned "as sold" and "unused". This means that You must not have used the Phone. By using the Phone, We mean by way of non-exhaustive examples:

personalising it (for example, by setting the time or date, altering the menu views or ring tones or adding content of any kind (including any contacts);

using it to access any of Our Services (for example, making or receiving voice or video calls, or text, photo or video messages, accessing or downloading any content or browsing the internet); or

to take or store any videos, photos or loading data of any kind to the Phone (including 'Contacts' information).

#### **9. Repair Service**

We do not provide a repair service so You should check to see if any repairs required are covered by the manufacturer's warranty.

#### **10. Stored data**

If you return Your Phone, Dongle or Laptop, You will be responsible for removing all content, messages, information and any other data from the Dongle, Laptop, Phone or SIM (or any memory card included) prior to its return.

## ANNEX 1 – DEFINITIONS

<b>Accessory / Accessories:</b>	any battery, battery charger, stylus, phone case, portable hands free, SIM or consumable item (items which are regularly replaced) or any other item authorised by Us that may facilitate the use of Your Phone;
<b>Agreement:</b>	We mean Your agreement with Us for the supply of Services;
<b>Boxed Accessories:</b>	all Accessories that You receive as part of the original packaging of Your Phone, Dongle, Laptop or Modem;
<b>Cancellation Fee:</b>	Means the cancellation fee or charge set out in Your Agreement if We end the Agreement due to Your conduct or if You end Your