

These terms directly relate to the purchase of hardware as part of an Air-time Agreement with a Service Provider or a hardware only purchase and form part of Standard Service Terms & Conditions.

Consumer Rights Regulations and Business Customers

If you have entered this agreement acting for the purposes of establishing a business contract as a Sole trader / partnership or Limited business and you have acknowledged the Consumer law does not consider this contract to be covered by the Consumer Rights Regulations

27. Equipment:

27.1 You shall be responsible for ensuring that the Equipment you purchase is of the correct specification for its intended use and location.

27.2 Irrespective of delivery and the passing of risk in the Equipment, or any other provisions in these terms and conditions the ownership of the Equipment (excluding SIM card if one supplied) remain the property of SCS Network Services Ltd unless it is purchased outright and fully paid for at the time of delivery or until the expiration of the complete terms of the Service Agreement when SCS Network Services Ltd will pass title of the Equipment to the Customer.

27.3 You agree that during the term of this Agreement that you will not terminate or upgrade any applicable Service Agreement through any outside third party and in the event that you should do so then clause 9 "Effects of Termination" will be referred to. SCS Network Services Ltd may exercise their rights through the judicial system to recover the goods and recover costs for any diminished value of the goods in the event that Section 9 becomes relevant.

27.4 In the event that you take a network connection and fail to pay your first two invoices issued by your Nominated Airtime Provider and we supplied to you a Mobile Phone/Smart Phone/tablet on the basis that you enter into and comply with the terms of the agreement with the Nominated Airtime Provider then we will be entitled to exercise our right to blacklist the Mobile Phone/Smart Phone/tablet on the Central Equipment Identity Database.

DELIVERY, RISK AND PROPERTY

28.1 We shall not be under any liability to you in respect of any failure to deliver the Equipment on any particular date or dates nor shall a delay in delivery be a basis for cancellation of any order by you as all delivery dates supplied in any quotation, order, acceptance or elsewhere are approximate and not of contractual effect.

28.2 Subject to any other provision in these terms and conditions once the Equipment has been delivered to your business premises as specified in the order, collected by you and/or fitted in your vehicle or placed with any carrier or transport provided by you then all risk of damage to, or loss of the Equipment shall pass to you.

WARRANTIES REPLACEMENTS AND RETURNS

29.1 Subject to below the Equipment, where new, is sold with the benefit of and subject to manufacturer's warranty and guarantee.

29.2 No liability will be accepted for any defect resulting from fair wear and tear, accidental or willful damage, negligence, rain, water or other liquid damage, abnormal working

conditions, failure to follow the manufacturers written or oral instructions or misuse, alteration or repairs to the Equipment without the manufacturers approval.

If a valid warranty claim is made under the manufacturer's warranty and guarantee then we or the manufacturer will replace or repair (at our discretion) the Equipment free of charge. You must first contact our customer services team on 01268 295400. We may advise you to contact the manufacturer to establish warranty fault through diagnostic checks. If the manufacturer is unable to assist you then SCS Network Services will ask you to re-package your mobile phone ensuring that it is returned along with the original accessories. Please ensure that the package is securely wrapped and return it at your expense by Royal Mail Special Delivery to: **Unit 6 Honywood Road Business Park, Honywood Road, Basildon, Essex, SS14 3HW**. The reason for using Royal Mail Special Delivery is that you are protected through their insurance should the mobile phone go missing in the post. After the expiry of the warranty period, or if you fail to return the original accessories then we will make a charge for either.

Subject to the above we shall (at our or the manufacturers option) have the right to fulfil our obligations by refunding the price you paid for the equipment (if it was an outright purchase) or a proportionate part depending upon age and condition. This will be the extent of our liability to you.

Other than set out above we shall not be under any obligation to exchange, repair or replace the Equipment or provide any refunds. You accept that you are solely responsible for ensuring the back up of an important data stored on the Equipment prior to its return for repairs and you acknowledge that we will not be liable if any such data (including logos or ringtones) are lost during repairs or if the Equipment is exchanged.

29.3.1 Equipment Exchanges are limited to sales completed via recorded telephone and can be returned for exchange within 14 working days of you, or a person authorised by you, receiving the equipment if you are unhappy with your choice of handset. The equipment must be returned unused with all original box contents present and an exchange requested. Should the value of the new phone exceed that of the original, a charge will be made. We request that you obtain a returns authorisation form prior to sending your handset back to us. The form is available on our website to download and complete, or alternatively, you can call us on 01268 295400 to arrange for a returns form to be sent to you.

29.3.2 Returns need to be sent to the address detailed on this letter and we recommend that you send this Special Delivery, safely packaged so as not to be damaged in transit. Unfortunately, we are unable to refund the cost of postage.

29.3.3 If the phone has been used or packaging damaged in a way beyond what might reasonably be allowed in a shop, we reserve the right raise an invoice for the diminished value of the hardware. An exchange cannot be sent out until any outstanding invoices are settled in full. The minimum charge for diminished value is £75 and the maximum cannot exceed the original market value of the device as new.

Return address:

**SCS Network Services Ltd
Unit 6, Honywood Road Business Park
Honywood Road
Basildon
Essex
SS14 3HW**