



Pineapple Connect- Terms and Conditions of Business

Pineapple Connect is part of Pineapple Leisure Ltd

You should read these terms and conditions carefully:

We, us means Pineapple Connect, a company registered in England with registered number 4433951.

Mobile Phone Equipment means any cellular telephone supplied under this contract. Item means any Mobile Phone Equipment, accessory, promotional items and other goods supplied under this contract.

Mobile Phone Equipment Offer

All offers made by us for Mobile Phone Equipment are limited period offers subject to availability and subject to status. We will carry out a credit check prior to acceptance of your order.

Connection to the Network

Your contract with the Network for connection to the network is subject to status and acceptance by the Network.

Ownership

Ownership of the item will not pass to you until such time as we have received payment of the purchase price in full. In the case of Mobile Phone Equipment offers, ownership shall not pass until you have fulfilled the minimum term of the airtime contract. If you terminate the airtime contract before the minimum term has been satisfied, you will be responsible for repaying us the **original Sim free retail price** of the Mobile Phone Equipment at the date of your original connection.

Airtime Contract

All Mobile Phone Equipment is supplied subject to a minimum term airtime contract through the relevant Network. The Network Terms and Conditions of Supply of Cellular Telephone Services that apply to the supply of airtime under this contract are already with you (at signature stage).

Free Gifts / Promotional Items

Free gifts, excluding accessories that are given away in conjunction with a Mobile Phone Equipment purchase may be dispatched under separate cover, approximately 28 days after the Mobile Phone Equipment has been delivered. However, if the contract is terminated in this period we will withdraw the offer of the gift.

Payment

If you do not pay any sums due to us within 14 days of the date of your invoice, we reserve the right to charge interest and administration fees and recover all items provided under the contract. We will not exercise this right where you have notified us of a valid reason for non-payment.

Delivery

Delivery of Mobile Phone Equipment and other items will be made to an address in mainland UK only. We shall endeavor to deliver the items within 3 working days of your order. This delivery period is an estimate only and we cannot accept responsibility for late delivery unless the delay exceeds a period of thirty days from the date of your order. We cannot accept responsibility for late delivery due to insufficient or wrong information provided, or delays in the connection process, this includes mandatory proofs requested by the Network and completion of the Network contract. Goods received damaged or with items missing must be reported to us within 24 hours of delivery.

Insurance

Additional insurance against loss, damage, electrical and mechanical breakdown and unauthorised calls may be available at an extra cost for certain Mobile Phone Equipment. Details are available on request. Insurance documentation must be validated, signed and returned before cover shall commence. Cover is subject to the terms and conditions of the insurer. We shall not be liable for any refusal by the insurer to accept any application for insurance cover.

Prices

Unless indicated otherwise, all prices stated exclude VAT and delivery.

Our Responsibility to You - Please Note

1 We will perform the contract with reasonable skill and care

2 We shall not be liable for airtime charges during any period

3 In no circumstances shall we be liable for any loss or damage arising out of or relating to the services that we provide which is for any loss of profits, loss of sales, loss or turnover, loss of bargain, loss of opportunity, damage to goodwill or reputation, loss of use of any apparatus, software or data loss or time on the part of management or the staff or any indirect or consequential loss or damage however so arising, for death or personal injury, in the event that you use an item for a commercial purpose then we shall not be liable to you for any loss of income, business or profits or any other economic loss arising out of your use or inability to use any item at any time, however this loss may be caused and whether or not it is a result of your own negligence.

IMPORTANT - 14-day peace of mind guarantee.

You have 14 days from the date of your order of the Mobile Phone Equipment to cancel your contract. This excludes upgrades. To cancel your contract you must notify us by telephone on 01952 585859 and confirm the cancellation in writing. You must then return the Mobile Phone Equipment and any accessories and free promotional items given away with the Mobile Phone Equipment within the 14-day period. The cost of returning these goods is your responsibility; we suggest you use registered post or a courier with insurance. Upon safe return of the Mobile Phone Equipment in its original condition

within the 14-day period, the airtime agreement will be canceled. You will be charged for any calls you have made during the time that you have had the Mobile Phone Equipment; along with line rental pro rata for any period you have made use of the Mobile Phone Equipment. If any item is not returned to its original condition we reserve the right to charge you for the reduction in the resale value caused directly as a result of not being returned in its original condition, (up to a maximum charge of the original retail list price for the item excluding all offers, discounts and promotions) at the date of your original order). Upon safe return of the Mobile Phone Equipment in its original condition or the relevant item we will remit you a full refund. If you do not cancel this contract within the 14-day period you will be subject to the minimum term airtime contract agreed with the Network. Nothing in these terms and conditions shall affect your statutory rights relating to faulty goods or services provided. If you have any doubts about your statutory rights please contact your local Trading Standards Department or Citizen's Advice Bureau.

Tariff Changes

All new connections may be subject to additional charges should the customer change to a lower monthly tariff within the first 6 months of a new airtime contract. The additional costs will be based on the difference between the original handset price charges and the cost of the handset with lower monthly tariff. Please ensure that you choose the correct tariff to avoid these penalties that are imposed on us by the Network Providers. Changing to a higher monthly tariff, however, will incur no additional charges. Additional charges will always be avoided where possible. Please feel free to call us if you require more information.

Your Statutory Rights

Your rights and obligations under these terms and conditions are personal to you and may not be assigned by you to anyone else. We may transfer our rights and/or obligations under these terms and conditions or any part thereof.

Upgrades

Please note that by upgrading your handset you are committed to a new minimum term airtime contract with your mobile Network. Ownership and airtime contract conditions apply (see above). **We cannot offer a 14-day money back guarantee with upgrades.**

Mobile Number Porting

We can offer to port your existing mobile phone number if you are connecting to a different phone network and can provide us with an active PAC code from your existing network. We cannot be held liable for any consequential loss resulting from a mobile number port failure. You must notify us of any problems within 14 days of your connection.

Disclaimer for Tariff Analysis

These results are based on the records you supply of your historical call profile and are intended as an indication only, assuming your profile remains consistent. The analysis may not represent all ASPECTS of Euro call and international roaming, calls that could affect the result and therefore the recommended call plan. Whilst Pineapple have used reasonable actions to ensure the accuracy and consistency of the results, you should not rely on it and we accept no liability for errors or omissions or any direct, indirect or consequential damages arriving as a result of the use of this tariff.

Line Rental Subsidy / Termination

You must provide us with a VAT invoice for any line rental subsidy/termination costs that have been agreed, within 30 days of connection. Payment will be made (subject to authorisation) at the end of the month following 120 days from the connection date. We reserve the right to withhold payment if; the phone is disconnected; the tariff is changed; you have failed to pay the Network or us; the phone is showing no or minimal usage, we have not been paid the commission. If the minimum term of the contract has not been satisfied we retain the right to clawback any line rental subsidy or termination costs that have been paid.

General Conditions

Your rights and obligations under these terms and conditions are personal to you/your company and may not be assigned by you to any third party. We may transfer our rights and/or obligations under these Terms and Conditions or any part thereof.
This Contract is governed by English Law.

I have read and agree to all of the above and I am authorised to accept on behalf of the Company detailed below:

Signed:

Print Name:

On behalf of (Company) :

Date:

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