

Refurbished Device Terms of Sale

These terms apply when you buy a refurbished mobile phone or other refurbished device through fonehouse.co.uk or any other website or brand operated by KTM Online Limited or its group companies where these terms are displayed.

Please read these terms carefully before placing your order. By placing an order for a refurbished device, you agree to these terms.

These terms apply in addition to our general website terms, privacy policy and any separate terms that apply to a SIM Only plan, network airtime contract, insurance product, repair service, trade-in service, promotion, cashback offer or other product or service you choose to buy.

1. Who you are buying from

1.1 The refurbished device is sold and supplied to you by Fonehouse Services Limited (“Fonehouse Services”, “we”, “us” or “our”).

1.2 The website through which you place your order may be operated by KTM Online Limited trading as Fonehouse or another KTM group brand. KTM Online Limited may advertise the refurbished device, operate the website, process your order, collect payment from you and pass that payment to Fonehouse Services.

1.3 Unless we tell you otherwise during the order journey, your contract for the purchase of the refurbished device is with Fonehouse Services Limited.

1.4 If you also take out a SIM Only plan, that SIM Only plan is a separate agreement. Depending on the plan selected, the airtime agreement may be with KTM Online Limited and/or the relevant mobile network provider. The terms of the relevant airtime agreement will apply to the SIM Only plan.

Company details

Fonehouse Services Limited

Company number: 14734167

Registered office: Unit 5 Bracknell Enterprise Centre, Bracknell, England, RG12 1NF

Support email: hello@fonehouse.co.uk

KTM Online Limited trading as Fonehouse

Company number: 10781202

Registered office: Unit 7 Treadaway Tech Centre, Treadaway Hill, Loudwater, HP10 9RS

Support email: hello@fonehouse.co.uk

2. Eligibility

2.1 You must be at least 18 years old, resident in the United Kingdom, have a UK delivery address, and use a valid UK credit or debit card or other accepted payment method.

2.2 We may carry out identity, address, payment, fraud prevention and other checks before accepting your order.

2.3 Where your order includes a SIM Only plan, connection is subject to acceptance by KTM, the relevant network provider and/or any credit or identity checks required for that plan.

2.4 We may refuse, cancel or delay an order where:

- (a) we cannot verify your identity, address or payment details;
- (b) the product is out of stock;
- (c) there has been a pricing or product description error;
- (d) we suspect fraud, misuse or unlawful activity;
- (e) the relevant SIM Only plan is not accepted or approved by KTM or the relevant network provider; or
- (f) we are otherwise unable to fulfil the order.

3. Refurbished devices

3.1 Refurbished devices are pre-owned devices that have been inspected, tested and prepared for resale.

3.2 Refurbished devices are not new devices. They may show signs of previous use depending on the grade or condition stated during the order journey.

3.3 The device condition, grade, colour, storage capacity, network lock status, battery health information, warranty period and any included accessories will be as stated on the product page or during the order journey.

3.4 Unless stated otherwise, refurbished devices will not necessarily be supplied in the original manufacturer's box and may be supplied with compatible accessories rather than original manufacturer accessories.

3.5 We will take reasonable care to ensure product descriptions, images and grading information are accurate. Product images may be illustrative only and may not show the exact device you receive.

3.6 Refurbished devices are tested before dispatch. Testing may include checks of core functions such as power, display, charging, buttons, camera, connectivity and other relevant features.

3.7 Unless stated otherwise, the device will not be iCloud locked, Google locked, blacklisted or subject to a similar lock that prevents normal use.

4. Ways to buy

4.1 SIM Free

You may buy the refurbished device outright by making an upfront payment for the advertised sale price. In this case, you are buying the device only. No airtime plan is included unless part of the SIM free device with SIM Only bundle (see 4.2).

4.2 SIM Free device with SIM Only bundle “Sim Paired”

You may buy a refurbished device and choose to bundle it with a SIM Only plan. Where you do this:

- (a) the refurbished device remains a SIM Free device sold by Fonehouse Services;
- (b) the SIM Only plan is separate from the device sale;
- (c) the SIM Only plan is subject to the relevant KTM, network and/or airtime terms;
- (d) the refurbished device may be discounted by us as part of the bundle;
- (e) the upfront payment you make for the device may be reduced by the bundle discount shown during the order journey; and
- (f) if your SIM Only application is declined, rejected or not accepted by KTM or the relevant network provider, the entire bundle order, including the SIM Only plan and the refurbished device, will be cancelled.

5. Sim Paired discounts

5.1 Any Sim Paired discount is offered only where you buy the refurbished device together with the eligible SIM Only plan shown during the order journey.

5.2 The amount of any discount will be shown before you place your order.

5.3 The discount applies to the device price only and does not reduce any monthly charges, usage charges, out-of-bundle charges, roaming charges, early termination charges or other amounts payable under the SIM Only plan unless expressly stated.

5.4 If the SIM Only plan is not accepted, approved or connected by KTM or the relevant network provider, the whole order will be cancelled and no device or SIM Only plan will be supplied.

5.5 Where the whole order is cancelled because the SIM Only plan is declined or not accepted, we will refund any upfront device payment you have made.

5.6 If you cancel or return part of a bundle after the order has been accepted, we may adjust the refund to reflect the fact that the discount was conditional on you buying the device and SIM Only plan together. We will only do this where lawful and fair, and we will not affect your statutory rights.

5.7 Any bundle discount has no cash value, cannot be exchanged for cash and cannot be transferred to another order unless we agree otherwise.

6. SIM Only plans

6.1 If you select a SIM Only plan, you will be asked to agree to the relevant SIM Only, airtime, network, price plan, returns, acceptable use and privacy terms before or during the order journey.

6.2 SIM Only plans are subject to status, eligibility, network acceptance and any required credit or identity checks.

6.3 If your SIM Only application is declined, rejected or not accepted by KTM or the relevant network provider, your entire bundle order, including the refurbished device order, will be cancelled.

6.4 The SIM may be sent in the same parcel as the refurbished device. This does not mean that the device and SIM Only plan are the same contract.

6.5 Your SIM Only plan may include a minimum term, monthly charges, annual price increases, out-of-bundle charges, roaming charges and early termination charges. These will be explained in the relevant SIM Only plan terms, contract summary, contract information and/or network terms.

6.6 You are responsible for checking that the refurbished device you buy is compatible with the SIM Only plan and network you select. We will take reasonable steps to describe compatibility, but network coverage, speeds, availability and service quality are matters for the relevant network provider.

6.7 If there is any conflict between these refurbished device terms and the SIM Only/network terms in relation to the SIM Only plan, the SIM Only/network terms will apply to the SIM Only plan.

7. Prices and payment

7.1 The price of the refurbished device will be the price shown during the order journey when you place your order, subject to any obvious pricing error.

7.2 The price shown is the total price payable by you for the refurbished device, unless delivery charges or other charges are clearly stated separately before you place your order.

7.3 Refurbished devices may be sold either:

- (a) under normal UK VAT rules, where VAT is accounted for on the full selling price; or
- (b) under the VAT margin scheme for second-hand goods, where VAT is accounted for by us on the margin.

7.4 The VAT treatment depends on the specific refurbished device allocated to your order and the circumstances in which that device was acquired by us. As refurbished devices are allocated from available stock after your order is placed, the VAT treatment may not be known at the point you place your order.

7.5 The VAT treatment does not change the total price payable by you. The amount you pay for the refurbished device will be the price shown during the order journey, subject to these terms.

7.6 Once the specific device has been allocated to your order, the applicable VAT treatment will be confirmed in your final order confirmation, dispatch confirmation, receipt or invoice.

7.7 Where the device is sold under normal VAT rules, the receipt or invoice may show VAT separately.

7.8 Where the device is sold under the VAT margin scheme, VAT will not be shown separately on the receipt or invoice and cannot be reclaimed by you.

7.9 Payment is taken upfront at the time you place your order, or at such other point as shown during the order journey.

7.10 Payment may be collected by KTM Online Limited, Fonehouse or another KTM group company on behalf of Fonehouse Services.

7.11 Taking payment does not mean your order has been accepted. Your order is accepted when we confirm dispatch or otherwise confirm acceptance in writing.

7.12 If there has been an obvious pricing, product, VAT treatment or promotional error, we may cancel the order and refund any payment you have made.

8. Stock and order acceptance

8.1 All orders are subject to stock availability.

8.2 If the refurbished device you ordered is unavailable, we may contact you to offer an alternative device, wait for stock, or cancel your order and refund you.

8.3 We may limit the number of devices that may be purchased by one customer, household, payment card or address.

9. Delivery

9.1 We will deliver to the UK delivery address accepted during the order journey.

9.2 For security reasons, we may only deliver to the billing address, residential address or other verified address provided during your order.

9.3 Delivery times are estimates only and are subject to stock, payment, identity, fraud, network and/or credit checks.

9.4 Risk in the refurbished device passes to you when the device is delivered to you or to a person identified by you to receive it.

9.5 Ownership of the refurbished device passes to you when we have received full cleared payment for it.

9.6 You must inspect the parcel and device as soon as reasonably possible after delivery and tell us promptly if the parcel or device is damaged, missing, incorrect or incomplete.

10. What is included with the device

10.1 The product page or order journey will state what is included with the refurbished device.

10.2 Unless stated otherwise, refurbished devices may be supplied with a compatible charging cable but may not include a plug, headphones, original box, manual, SIM card removal tool or other accessories.

10.3 Accessories supplied with a refurbished device may be new or refurbished and may be compatible third-party accessories rather than original manufacturer accessories.

11. Your right to cancel

11.1 If you are a consumer buying online, you usually have the right to cancel your refurbished device order within 14 days after the day you receive the device.

11.2 To cancel, you must contact us using the cancellation process shown on our website or in your order confirmation.

11.3 After telling us you wish to cancel, you must return the device and all items supplied with it within 14 days.

11.4 Returns must be sent to:

Fonehouse Services Limited

Unit 4 Treadaway Tech Centre

Treadaway Hill

Loudwater

HP10 9RS

11.5 You are responsible for the device until it is received back by us. We recommend using a tracked and insured delivery service.

11.6 The device must be returned with all accessories, packaging, free gifts and promotional items supplied with it.

11.7 You may handle the device only as much as is necessary to establish its nature, characteristics and functioning, as you would be allowed to do in a shop.

11.8 We may reduce your refund if the value of the device has been reduced by handling beyond what is necessary, missing items, damage, locks, passwords, accounts, personalisation or other issues caused while the device was in your possession.

11.9 You must remove any passcodes, screen locks, iCloud locks, Google locks, Find My iPhone, Find My Device, Samsung account locks or similar security features before returning the device.

11.10 You must remove your SIM card, memory card and personal data before returning the device.

11.11 We are not responsible for any data, files, photos, messages, contacts, downloads or other content left on the device.

12. Returns where a SIM Only bundle was purchased

12.1 If you bought a refurbished device with a SIM Only plan and you cancel the whole order within the relevant cancellation period, you must return the refurbished device and any SIM or other items supplied.

12.2 If the SIM Only plan has already started, you may be liable for any usage charges or other charges permitted under the relevant SIM Only/network terms.

12.3 If the SIM Only plan is declined, rejected or not accepted by KTM or the relevant network provider before connection, the entire bundle order will be cancelled and no refurbished device or SIM Only plan will be supplied.

12.4 Where the entire bundle order is cancelled because the SIM Only plan is declined, rejected or not accepted, we will refund any upfront device payment you have made.

12.5 If you cancel only the SIM Only plan after it has been accepted or connected, the device discount may no longer apply. We may adjust any refund or require repayment of the discount where this was clearly explained during the order journey and where we are legally entitled to do so.

12.6 If you return only the refurbished device but keep the SIM Only plan, the SIM Only plan will continue unless you also cancel it in accordance with the relevant SIM Only/network terms.

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13. Faulty devices and warranty

13.1 We are under a legal duty to supply goods that are as described, fit for purpose and of satisfactory quality, taking account of the fact that the device is refurbished and any condition or grade information provided before purchase.

13.2 Your statutory rights are not affected by these terms.

13.3 Refurbished devices are supplied with a 12-month Fonehouse Services warranty from the date of delivery, unless a different warranty period is expressly stated during the order journey.

13.4 The warranty covers faults that develop during the warranty period which are not caused by accidental damage, misuse, neglect, unauthorised repair, liquid damage, software modification, normal wear and tear or other excluded causes.

13.5 If your device develops a fault, you must contact us at hello@fonehouse.co.uk so we can assess the issue and explain the next steps.

13.6 We may repair, replace or refund the device depending on the fault, when it arises, the availability of replacement stock and your legal rights.

13.7 Any replacement device may be a refurbished device of the same or equivalent model, specification and condition, subject to availability. We cannot guarantee the same colour unless required by law.

13.8 Repairs may use original manufacturer parts, refurbished parts or compatible parts, depending on availability and the nature of the repair.

13.9 The warranty is linked to the device by IMEI or serial number and may not be transferable unless we agree otherwise.

13.10 The warranty does not cover:

- (a) accidental damage;
- (b) liquid damage;
- (c) cosmetic damage that does not affect use;
- (d) damage caused by misuse, neglect or failure to follow manufacturer instructions;
- (e) damage caused by unauthorised repair or modification;
- (f) faults caused by third-party software, apps, accessories or services;
- (g) loss of data or content;
- (h) loss of SIM cards, memory cards or accessories not supplied by us;
- (i) batteries where deterioration is consistent with normal use, unless the battery falls below any warranty standard expressly stated at purchase;
- (j) network coverage, signal, speed or service issues; or
- (k) any issue caused by the SIM Only plan or network provider.

14. Device grading and battery health

14.1 Refurbished device grades are used to describe the cosmetic and functional condition of a device.

14.2 The grade shown during the order journey forms part of the product description.

14.3 Battery health for refurbished devices may vary. Where a minimum battery health is stated during the order journey, the device will meet that stated minimum when dispatched.

14.4 Battery performance depends on device model, age, settings, usage, charging habits, apps, operating system and other factors.

14.5 Cosmetic wear that is consistent with the grade described at purchase is not a fault.

15. Data and security

15.1 You are responsible for backing up, deleting and protecting your data.

15.2 Before returning a device to us, you must remove all personal data, accounts, locks, passcodes, SIM cards and memory cards.

15.3 We may factory reset or erase returned devices as part of inspection, repair, replacement, refund or fraud prevention processes.

15.4 We are not responsible for loss of data, content, downloads, applications, contacts, photos, messages or other information stored on a device.

16. Promotions, cashback, vouchers and free gifts

16.1 Any promotion, cashback, voucher, discount, free gift or special offer will be subject to the terms shown during the order journey or in the promotional terms.

16.2 Unless stated otherwise, promotions cannot be exchanged for cash, transferred, combined with other offers or applied retrospectively.

16.3 If you cancel or return your order, you may lose entitlement to any promotion, cashback, voucher, discount or free gift.

16.4 If you have already received a free gift or promotional item and then cancel or return your order, you must return the promotional item in unused condition and original packaging. If you do not, we may deduct its value from any refund where legally permitted.

17. Compatibility and network use

17.1 It is your responsibility to make sure that the refurbished device is suitable for your intended use.

17.2 Some devices may be locked to a network or may only work with certain networks, SIM types, eSIMs, frequency bands or services. We will state any known network lock or compatibility restriction during the order journey.

17.3 Network services, coverage, speeds, roaming, WiFi calling, 4G, 5G and other connectivity features depend on the relevant network provider, your plan, your location and the device.

17.4 We are not responsible for network coverage, airtime service quality, network speed, roaming availability or any charges incurred under your SIM Only plan.

18. Cancellations by us

18.1 We may cancel your order before dispatch where:

- (a) the device is out of stock;
- (b) there is a pricing, product or promotional error;
- (c) payment is declined or reversed;
- (d) we cannot verify your identity, address or payment details;
- (e) we suspect fraud, misuse or unlawful activity;
- (f) a required SIM Only plan is declined, rejected or not accepted by KTM or the relevant network provider;
- (g) we are unable to deliver to your address; or
- (h) we are prevented from fulfilling the order by circumstances beyond our reasonable control.

18.2 If we cancel your order, we will refund any payment you have made for the cancelled item, unless we are entitled to withhold or deduct any amount by law.

19. Liability

19.1 Nothing in these terms limits or excludes our liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of your statutory rights;
- (d) defective products under applicable consumer protection law; or
- (e) anything else that cannot legally be limited or excluded.

19.2 We are not responsible for:

- (a) loss of data, files, downloads, photos, messages or contacts;
- (b) loss caused by your failure to back up or remove data;
- (c) indirect or consequential loss;
- (d) business losses, including loss of profit, revenue, goodwill or opportunity;
- (e) network coverage, speed or service issues;
- (f) charges under a SIM Only plan or network agreement; or
- (g) loss caused by events outside our reasonable control.

19.3 As these terms are for consumer purchases, nothing in them affects your statutory rights.

20. Privacy and fraud prevention

20.1 We will use your personal information in accordance with the relevant privacy policy shown on the website.

20.2 We may use your personal information to process your order, take payment, deliver products, manage returns, provide customer service, prevent fraud, carry out identity checks and comply with legal obligations.

20.3 Where your order includes a SIM Only plan, your personal information may also be shared with KTM Online Limited, the relevant network provider, credit reference agencies, fraud prevention agencies and service providers as required to process the SIM Only application and manage the airtime agreement.

21. Complaints and contact

21.1 If you have any questions or complaints about the refurbished device, please contact:

Fonehouse Services Limited

Company number: 14734167

Registered office: Unit 5 Bracknell Enterprise Centre, Bracknell, England, RG12 1NF

Support email: hello@fonehouse.co.uk

21.2 Returns should be sent to:

Fonehouse Services Limited

Unit 4 Treadaway Tech Centre

Treadaway Hill

Loudwater

HP10 9RS

21.3 If your complaint relates to a SIM Only plan, airtime service, network coverage, billing or network charges, you may need to contact KTM Online Limited and/or the relevant network provider.

22. Changes to these terms

22.1 We may update these terms from time to time.

22.2 The terms that apply to your order will be the terms shown on the website at the time you place your order, unless a change is required by law or is otherwise legally permitted.

23. Governing law

23.1 These terms are governed by the laws of England and Wales.

23.2 You may bring legal proceedings in the courts of England and Wales. If you live in Scotland or Northern Ireland, you may also bring proceedings in the courts of the country where you live.