

TERMS & CONDITIONS

These Terms and Conditions apply to all purchases made through fonehouse.co.uk and metrofone.co.uk. Both are trading names of KTM Online Limited, a company registered in England and Wales (company number 10781202). Our registered office is at Treadaway Tech Centre, Treadaway Hill, Loudwater, High Wycombe, HP10 9RS.

Throughout these Terms and Conditions, references to “we”, “us”, “our”, “Fonehouse”, or “Metrofone” refer to KTM Online Limited.

Agreement:

By purchasing through fonehouse.co.uk or metrofone.co.uk you agree to be bound by these Terms and Conditions. Please read them carefully before placing an order.

Our Rights:

We reserve the right to amend, update or change the offers or information on this website. Where any change materially affects your existing contract, we will give you reasonable notice before the change takes effect.

The Customer:

When you buy from us you must: be a minimum of 18 years old; be a UK resident with at least 3 years' address history; and hold a valid UK credit or debit card in your own name.

Prices:

All prices displayed on this website include VAT at the prevailing rate (currently 20%) and standard delivery to a UK address.

We reserve the right to correct pricing errors at any time. If a pricing error affects your order we will notify you promptly and give you the option to proceed at the correct price or cancel your order for a full refund.

Please contact us if you have any queries about our pricing.

Online Security:

All credit and debit card payments are processed securely through our payment processor. Our website uses SSL encryption — look for the padlock icon in your browser's address bar when entering payment details.

Where a handset is advertised as free, a temporary charge of £2.50 may be applied to your card for security verification purposes. This amount is refunded in full once your identity and card details have been confirmed.

Payment:

We accept the following payment methods: Visa, Mastercard, and Maestro. Card details must match

the applicant's name and billing address as submitted on the order.

Stock Availability:

If an item you have ordered is out of stock, we will contact you within 24 hours to let you know and provide an estimated availability date. You may choose to wait, substitute an alternative, or cancel your order for a full refund.

Clearance Stock Explained:

Clearance or reconditioned stock is made up of handsets returned within the 14-day return period. These items are not defective, although they may have minor cosmetic marks from being removed from their original packaging. Each clearance handset is inspected by our team before resale and comes with a full 12-month manufacturer's warranty.

Delivery:

Your goods will be dispatched to the address associated with the debit or credit card used during your application, for security purposes. Goods can only be dispatched to a residential address. We dispatch via DPD Special Delivery — a next-day, guaranteed and insured service (excluding weekends and public holidays). Delivery times are as follows:

Order Time:

Monday to Thursday before 8pm

Friday before 17.30pm

Saturday order before 2pm

Sunday before 5pm

Expect delivery:

Next Day

Next Day

Sunday

Next Day

*Subject to successful network and/or identity checks and stock availability. Excludes weekends and bank holidays.

Guarantee and Warranty:

All products are sold with the benefit of the manufacturer's warranty, the length of which varies by manufacturer (see Warranty Periods table below). This warranty is in addition to, and does not affect, your statutory rights under the Consumer Rights Act 2015.

If your mobile phone develops a fault within the first 30 days of purchase, please return it to us and we will replace it with the same model. You must return the complete kit (handset, box, and all accessories) for a like-for-like exchange.

If a fault develops after the first 30 days, the handset must be returned to the manufacturer for assessment and repair or replacement under the terms of the manufacturer's warranty. A list of authorised repair centres offering on-site repairs is available on request.

Your statutory rights under the Consumer Rights Act 2015 are not affected by this warranty. Under the Act, goods must be of satisfactory quality, fit for purpose, and as described. If goods do not meet these standards, you may be entitled to a repair, replacement, or refund depending on the circumstances.

Returns:

You have the right to cancel your order and return your goods within 14 days of receipt, in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges)

Regulations 2013. You must notify us of your intention to cancel within this 14-day window. You then have a further 14 days from the date of notification to return the goods.

Please note that handsets returned outside the 14-day cancellation period cannot be disconnected from their network contract.

Return Process:

To return a product, you must first obtain a returns authorisation code by calling 0333 900 1133. Unsolicited returns or used handsets without an authorisation code will not be processed and will be returned to you.

If your order includes an airtime contract, you will remain liable for line rental until we have received the handset and all associated goods back in their original, unused condition and packaging. Any free gifts or promotional items included with your order must also be returned.

We recommend returning goods via Royal Mail Special Delivery to ensure your item is insured to its retail value. Return postage costs are your responsibility and should cost no more than £10. The handset remains your responsibility until we confirm receipt.

We cannot refund digital content downloaded to a handset or SIM card (such as apps, games, or other content) or reimburse for loss of data stored on a handset or SIM card. We recommend backing up your data before returning any device.

Mobile Phone airtime contract agreement:

All pay-monthly phones purchased through this website are subject to a 12 or 24-month airtime contract with the relevant mobile network. All connections are subject to status and acceptance by the network.

By placing an order, you agree to be bound by the Terms and Conditions of the relevant mobile network, which are available on the network's website. You also consent to the network or its service provider carrying out a credit check prior to connection using the information you have provided. We will notify you if your credit check is unsuccessful.

All pay-monthly contracts are initially set up by Direct Debit. If you wish to change your payment method, please contact your network operator directly. Additional charges may apply for non-Direct Debit payments — details are available on the relevant network's website.

There is a maximum of one handset per customer per transaction.

Direct Debit:

Your airtime contract includes a mandatory Direct Debit arrangement. Your monthly line rental and associated charges will be collected from your nominated bank account.

Disconnection:

If your mobile phone contract is disconnected for any reason within 6 months of the initial bill date, KTM Online Limited reserves the right to recover the cost of any goods supplied to you in relation to that contract. We will write to you confirming the basis and amount of any such claim before taking action.

Network Commission Clawback

If KTM Online Limited incurs a commission clawback from a network operator as a result of your contract being disconnected or your mobile phone bills being unpaid, we will seek to recover those losses. We will write to you confirming the reason for the clawback and the full amount before seeking recovery.

Changing Your Price Plan / Tariff

The offers and packages we provide are linked to specific price plans and network connections. A minimum term applies to your selected package or offer. Any request to change your price plan or tariff must be made directly with your network operator and may affect the terms of your package.

Recommend a Friend

Recommend a friend to fonehouse.co.uk and receive up to £60 for each successful referral who purchases a handset, SIM-only deal, or SIM-free deal. See full details at fonehouse.co.uk/refer-a-friend.

Our referral programme is administered by Aklamio. To participate you will need to register with Aklamio, who will manage your referrals, track your rewards, and process payment. You can check the status of your referrals at any time by signing in to your Aklamio account. By participating in the referral programme, you agree to Aklamio's terms and conditions, available at get.aklamio.com/terms, and their privacy policy. Aklamio acts as a data processor on behalf of Fonehouse for the purposes of administering this programme.

Payment will be made once your friend's purchase has been verified and the 14-day cooling-off period has elapsed without a return. Participation in the referral programme does not constitute consent to receive marketing communications from Fonehouse or Aklamio.

Automatic Cashback Terms

Where your package includes an automatic cashback offer, this will be processed approximately 90 days after your handset is connected. No claim form or redemption is required. Payment will be made directly to your bank account via BACS.

Automatic Free Line Rental & Automatic Half Price Line Rental Offer

Where your package includes a free or half-price line rental offer, no claim form or redemption is required. You will receive your full monthly bills as normal, and we will make an equivalent payment to your bank account approximately 120 days after connection.

Example: A £35/month tariff with 5 months' free line rental has a cashback value of $5 \times £35 = £175$. You will receive £175 via BACS approximately 120 days after connection.

Free Gifts

Where your contract includes a free gift, the following terms apply:

- Your gift will be dispatched separately from your handset. Please allow up to 90 days from your connection date for delivery.
- If you cancel your contract, you will no longer be eligible to receive the gift. If you have already received it, you must return it in as-new condition with its original packaging.

- If the gift has been used or damaged by you, we may charge you the full retail value of the gift.
- We reserve the right to substitute the gift with a product of equal or greater value.
- No cash alternatives will be offered.
- If the gift includes a manufacturer's warranty, it is your responsibility to register the product with the manufacturer.

To qualify for your free gift, you must: not return the handset within the 14-day return period; and remain connected to the network at the time the gift is dispatched.

Text Marketing Terms and Conditions

We will only send you marketing text messages where you have given us your explicit consent to do so. The following terms apply to all marketing communications sent by SMS:

1. Every marketing text message will include an option to opt out by replying STOP.
2. If you opt out, your number will be added to our suppression list to ensure no further marketing messages are sent. You may also request full removal from our records by contacting us at privacy@fonehouse.co.uk. Please note that requesting full removal means we will no longer be able to honour your suppression preference if your number is later re-submitted.
3. Any offers made by SMS are subject to identity, credit, and network approval checks. By responding to an offer or placing an order, you consent to us using your personal information to carry out those checks.

Competitions

When you enter a competition run by us you agree to the following terms. Entry does not constitute consent to receive marketing communications — separate consent will be sought for this purpose.

- The competition will run as advertised.
- The prize will be as advertised.
- No purchase is necessary to enter.
- Only one entry per person.
- The draw will take place after the competition closes.
- The winner may be required to collect their prize from a Fonehouse store; location to be confirmed by KTM Online Limited.
- The prize must be collected within 30 days of the winner being announced.
- The prize cannot be exchanged for cash.
- Handsets may be network locked.

Your Personal Information

KTM Online Limited is registered with the Information Commissioner's Office (ICO) and processes

your personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Full details of how we use your personal data are set out in our Privacy Policy, available at <https://www.fonehouse.co.uk/privacy-policy>.

We collect and use personal data about you for the following purposes and on the following legal bases:

Managing and monitoring your account, including quality control — legal basis: performance of contract.

Preventing and detecting fraud and crime, including sharing data with fraud prevention agencies — legal basis: legitimate interests / legal obligation.

Complying with legal and regulatory obligations, including responding to emergency services — legal basis: legal obligation.

Fulfilling our obligations to service providers who support the delivery of our services — legal basis: performance of contract / legitimate interests.

We will only send you marketing communications — by email, SMS, or telephone — where you have given us your explicit consent to do so. You can withdraw your consent at any time by contacting us at privacy@fonehouse.co.uk or by using the unsubscribe option in any marketing message.

We do not share your personal data with third parties for their own marketing purposes without your separate, explicit consent.

We may share your data with carefully selected third-party suppliers who act as processors on our behalf to help us deliver our services. All such suppliers are bound by data processing agreements and may only use your data for the purposes we specify.

In some circumstances we may need to process special category personal data (for example, health data in connection with a device protection claim). Where we do so, we will identify the data, explain why it is needed, and rely on an appropriate condition under UK GDPR Article 9.

You have rights under UK GDPR including the right to access, rectify, or erase your personal data, to object to processing, and to withdraw consent. To exercise any of these rights, please contact us at privacy@fonehouse.co.uk.

For further information, please see our Privacy Policy at <https://www.fonehouse.co.uk/privacy-policy>.

Device Protection Insurance

Device protection insurance is arranged and administered by KTM Device Protection Services Limited, a company within the KTM Online group. KTM Device Protection Services Limited is authorised and regulated by the Financial Conduct Authority (FRN: 1040571).

Cover is provided under a separate insurance contract between you and KTM Device Protection Services Limited and is independent of your airtime or handset contract with KTM Online Limited. Full details of cover, exclusions, your cancellation rights, and the claims process are set out in the Insurance Product Information Document (IPID) and policy wording provided to you at the point of sale.

To make a claim, please contact KTM Device Protection Services Limited at claims@ktmdeviceprotection.co.uk.

If you have a complaint about your insurance, please contact us at hello@ktmdeviceprotection.co.uk or call us on 0333 900 1177. If your complaint is not resolved to your satisfaction, you may refer it to the Financial Ombudsman Service at financial-ombudsman.org.uk or by calling 0800 023 4567.

Mobile Phone Warranty Periods

Warranties commence on the date of purchase and apply to handsets sold through Fonehouse only. Warranty is void where there is evidence of customer-caused damage, including cracked screens. The following manufacturer warranty periods apply:

Manufacturer	Warranty Period
Apple	12 Months
HTC	24 Months
Huawei	24 Months
LG	24 Months
Motorola	12 Months
Nokia	24 Months
Samsung	24 Months
Sony	24 Months

These warranty periods are provided for guidance. Manufacturer warranty terms may vary and are subject to change. Your statutory rights under the Consumer Rights Act 2015 are not affected.

Modern Slavery and Human Trafficking Statement

LURI Ltd and its' group companies Greentech Distribution Plc, Avinity Ltd, and KTM Online Ltd (LURI Ltd), trade globally but primarily with well-established markets, traders, businesses & consumers throughout the UK, Europe, the Middle East, Far East & the USA.

It is the objective of LURI Ltd to ensure that our process of engagement with new & existing suppliers maintains compliance with Anti-Slavery legislation of the day.

LURI Ltd conducts business in line with UK law & internationally accepted codes of practice.

Under NO circumstances will LURI Ltd or its group employees conduct business where any form of forced labour environments might exist.

LURI Ltd operates a number of internal policies to ensure that business is conducted in an ethical and transparent manner, including the assessment of its customers & suppliers via formal audits, snap visits & questionnaires to ascertain & confirm that no ill-treatment or enslavement of personnel or their suppliers exists.

Due diligence processes

- We operate strict procurement processes, ensuring suppliers comply with all applicable laws and standards, including those which relate to the Modern Slavery Act
- We expect our suppliers to have suitable anti-slavery and human trafficking policies and processes in place within their own businesses and to cascade those policies to their own suppliers.
- We have an ongoing analysis of assurance information from existing suppliers and partners and these are followed up where relevant or possible
- We expect LURI Ltd's personnel who are directly involved with the procurement process of the products to follow the advice and guidance in relation to the Modern Slavery Act set out in the due diligence process
- We have added a specific item relating to the Modern Slavery Act to the agenda of the management meetings with suppliers enabling us to be kept informed of any changes

- We include appropriate terms in our contractual documentation, obliging suppliers and contractors to comply with the Modern Slavery Act and reserving the right for LURI Ltd to audit suppliers and contractors, where we consider it appropriate
- We encourage staff to identify and report any potential breaches of LURI Ltd's anti-slavery policy statement
- Whistle blowers are protected through our confidential reporting process The above procedures are designed to:
 - Reduce the risk of slavery and human trafficking occurring in our business and supply chains
 - Identify and assess potential risk areas in our business and supply chains
 - Monitor potential risk areas in our business and supply chains
 - Provide adequate protection for whistle blowers

Note - If you hold information that could lead to the identification, discovery and recovery of victims in the UK, you can contact the Modern Slavery Helpline on **08000 121700**.

This statement is made pursuant to section 54(1) of the Modern Slavery Act 2015 and constitutes LURI Ltd's slavery and human trafficking statement at the time of the publication of the Ethics Policy of which this is a sub set policy and has been approved by the Board of Directors.

1st March 2023



Richard Crawley
Director