

## **Terms & Conditions**

### **Calling Party Pays Pagers**

PLEASE READ THESE TERMS OF SALE CAREFULLY BEFORE PLACING YOUR ORDER AND RETAIN A COPY OF THESE TERMS AND YOUR ORDER FOR FUTURE REFERENCE

LDC Pagers Direct Limited may change these Terms & Conditions without notice in relation to future sales.

(Terms & Conditions updated on 5th December 2006)

### **1. Interpretation**

The following words and expressions shall have the following meanings:

1.1 The Terms & Conditions listed on the Pagers Direct Website, including any equivalent where provided by other means such as a hard copy or email etc. constitute a legal document ("This Agreement").

1.2 The terms "we", "us", "our" and "Pagers Direct" where used in This Agreement refer to LDC Pagers Direct Limited, or any organisation that may succeed it as the assignee of this Contract.

1.3 The terms "you", "your", "the buyer" "the customer" and "the purchaser" refer to the person(s)/company(s) involved in any correspondence, transaction or dispute with LDC Pagers Direct Limited.

1.4 The terms "Order", "the Order", "an Order" and "your Order" refer to your offer to buy Devices and/or Services from LDC Pagers Direct Limited in a particular instance.

1.5 The term "Contract" refers to these terms and conditions which are binding on both you and Pagers Direct for each Device you connect on one of our Networks.

1.6 The term "Device(s)" refers to pager(s) or paging system(s) supplied by Pagers Direct for Connection to one of our Networks.

1.7 The Term "Networks" refers to the electronic communications systems of PageOne Communications and/or Vodafone Paging by which Pagers Direct make paging services available in the UK.

1.8 The term "Services" refers to Network and other Services provided or procured by us for you to use.

### **2. Applicable Laws**

2.1 You and LDC Pagers Direct Limited each submit to the exclusive jurisdiction of the English courts in relation to disputes arising out of This Agreement. This Agreement is enforceable only where it is in compliance with English Law. Should any element of this agreement be unlawful, void or for any reason unenforceable then that element shall be deemed severable and all remaining elements of this Agreement shall continue to be valid and enforceable.

2.2 LDC Pagers Direct Limited is a company Registered in England, Registration Number 4101961. The Registered Office address is Astwick House, Croughton, Northants NN13 5LL.

### **3. Order Placement**

3.1 By placing an Order, you agree to accept all the terms and conditions set forth on the Pagers Direct website, including this Agreement and the equivalent where provided by other means such as hard copy or email.

3.2 No Contract exists between you and Pagers Direct for the sale of any Devices or Services until we have received and accepted your Order, we have received payment in

full (in cleared funds) and you have been sent confirmation of Acceptance of your Order. Once these conditions are fulfilled, there is a binding legal Contract between Pagers Direct and The Customer. The receipt of an Order Acknowledgement does constitute acceptance of your Order.

3.3 Devices and Services are offered subject to the availability and Pagers Direct agreeing to the acceptance of an Order. We reserve the right to accept, refuse, cancel or limit your Order for any reason, including, but not limited to, credit review, the unavailability of a product or errors in the prices and product descriptions posted.

3.4 In the event of non-availability of Devices or Services or Pagers Direct refusing, cancelling or limiting your order for any reason, we will refund/re-credit you for any sum that has been paid by you or debited from your credit card for the Devices or Services.

3.5 Pagers Direct may request further information from the customer regarding proof of identity and proof of address in Order to reduce the risk of fraud. Where such a request for information is made, the customer is obliged to provide such information in a reasonable timeframe. Failure to do so may result in us refusing or limiting the Order under the provisions listed above.

#### **4. Price & Description of Devices and Services**

4.1 Pagers Direct do not warrant the suitability of Devices or Services for a particular purpose, and you should check the specifications and suitability carefully before ordering.

4.2 Prices and manufacturers specifications subject to change without notice.

4.3 The price of Devices and Services are as indicated on the site from which the Devices and Services are to be purchased and are valid until such time as they are changed.

Pagers Direct is VAT Registered (No.536 4518 38). Prices are inclusive of VAT where appropriate unless otherwise indicated.

4.4 Whilst every effort is made to ensure that Prices shown are correct, if an error is found we will inform you as soon as possible with the option of cancelling the Order or confirming the Order at the corrected price. Should the Order not be confirmed within ten working days of requesting confirmation at the new price, we may automatically cancel the Order and refund/credit the sum paid by you or debited from your credit card for the Order.

4.5 Where Product Images are used, they are for illustrative purposes only. Actual products may differ from the image used.

#### **5. Delivery**

5.1 Time for delivery shall not be of the essence.

5.2 The Devices may be delivered by Pagers Direct in advance of any quoted delivery date.

5.3 Pagers Direct shall not be liable for any delays caused except to the extent caused wilfully or negligently by us. However, we will despatch Devices or begin provision of Services to customers within 30 days of acceptance of the Order unless otherwise stated. Should we not be able to do so, the customer will have the option of cancelling any outstanding Devices & Services on the Order and a refund given in proportion to the Devices & Services no longer required.

5.4 The delivery address provided by the purchaser must be secure. Delivery of Devices to this address (or to the local depot for collection should nobody be present at time of delivery) will be accepted by the purchaser as successful delivery of the Devices.

#### **6. Money Back Guarantee**

6.1 In addition to the normal protection offered to the consumer when buying Devices and Services, additional protection is given to consumers buying Devices and Services sold exclusively by means of distance communications. This protection is given under the Consumer Protection (Distance Selling) Regulations (SI 2000 No. 2334) and provides a 'cooling off' period (of 7 working days) which gives you the right to cancel your Order before the provision of Services or after the receipt of Devices. It does not apply to

business purchases or online auctions. In addition to these provisions Pagers Direct provide an unconditional 14-day money back guarantee covering any Devices and/or Services supplied by us. Under the terms of this guarantee, if for any reason whatsoever you are not completely satisfied with either the Device(s) or our Service(s) a full and prompt refund will be provided.

6.2 Under the money back guarantee mentioned in 6.1 above, if you have received Devices and/or purchased Services and have simply changed your mind about purchasing them, you may return the Devices or cancel the Services and have any payment for the Devices and Services refunded provided you have met the requirement of the terms and conditions below. To exercise your right of cancellation:

a) You must notify us of your decision to cancel within the appropriate time limits specified in 6.1 above by sending us an email detailing the Order being cancelled including the Order Number to [customer.services@pagers.co.uk](mailto:customer.services@pagers.co.uk) and also telephoning us on 0800 0181 448 or 01869 811411 to confirm receipt of email

b) The Devices must be returned in stock condition. Everything supplied with the Devices must be included, the Devices must be as delivered, the packaging must not be torn or damaged

c) You must return the Devices to us by Registered Post or similar within five working days from the date of the Cancellation Notice. You the buyer are responsible for the cost of returning the Devices to us including insuring the Devices for their full value against loss or damage in transit. If the Devices are damaged or lost in transit we reserve the right to refuse a refund and it will be your responsibility to seek compensation from the carrier

6.3 If you do not return the Devices within five working days of the notice of cancellation we may choose to arrange collection of the Devices from the buyer. In such cases, the buyer must reasonably assist us in obtaining the Devices. We will be entitled to recover the costs of collecting the Devices from the buyer including the costs of unsuccessful attempts to collect such Devices.

6.4 Should you decide to exercise your right to cancel, you must take reasonable care to ensure the Devices are not damaged in the meantime or in transit. You have a duty to take reasonable care of the Devices both before and after sending the Notice of Cancellation.

## **7. Warranty**

7.1 Warranty is provided by Pagers Direct and is subject to these terms and conditions.

7.2 Unless otherwise stated, the warranty period on all Devices is 12 months from the date of delivery.

7.3 This Warranty does not apply to any defect in Devices arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by Pagers Direct and/or the Manufacturer, failure to follow Pagers Direct's and/or the Manufacturer's instructions, or any alteration or repair carried out without Pagers Direct's approval.

7.4 Costs incurred in sending and returning Devices for replacement or repair under warranty will be borne by the customer unless explicit prior agreement is obtained from Pagers Direct.

7.5 Under no circumstances will the customer return Devices to Pagers Direct for a Warranty claim without first getting authorisation and obtaining a Returns Number from us.

7.6 Any replacement Devices will be warranted for 6 months from the date of despatch of the original pager.

7.7 The customer accepts that where a Warranty Repair Service is offered, Pagers Direct will not be liable for any losses or costs incurred by the customer (except where legally required by Law).

## **8. Provision of Services**

8.1 We will take all reasonable steps to make the Services available to you at all times. The Services are only available within the range of the base stations that make up the Networks. We cannot guarantee a continuous fault free service. Please note that:

8.1.1 The quality and availability of Services may sometimes be affected by factors outside

our control - such as local physical obstructions, atmospheric conditions, other causes of radio interference, features or functionality of your Device and the number of people trying to use the Network at the same time.

8.1.2 The quality of our Services may not be at its best inside buildings or below ground.

8.2 Any coverage indications provided are the Networks' best estimates but not a guarantee of service coverage which may vary from place to place.

8.3 The Networks may from time to time require upgrading, modification, maintenance or other works. These may result in some or all of the Services becoming temporarily unavailable. In such cases, the Networks do everything they can to keep the period of non-availability to a minimum. However, some interruption may be inevitable.

8.4 Services will be provided for a minimum period of 6 months from the date of delivery. Please note that Services may be withdrawn at any time after delivery, subject to 6 months notice. Such notice will be transmitted direct to the Device.

8.5 Pagers Direct accepts no liability for the, loss, late receipt or non-readability of any message, transmission, or other communications.

## **9. Liability**

9.1 Except as provided in this Condition 9, neither party shall be liable to the other, whether in Contract or tort nor otherwise, for any loss or damage which is:

- a) not the fault of the other party
- b) indirect and/or not reasonably foreseeable
- c) loss of business, profits, savings, revenue, use or goodwill, or for any loss or corruption of data whether caused to the other party through any breach of your Contract or any matters arising under it. Neither party excludes liability for negligent acts or omissions causing death or personal injury to any person.

9.2 Subject to Condition 9.1, we limit our legal liability up to a maximum of the purchase price actually paid to us for the Device for any loss or damage which is:

- a) direct financial loss
- b) direct physical damage to or loss of property resulting from our breach of Contract or negligence while providing Services.

9.3 We will not be liable to you if we are unable to perform an obligation or provide the Services to you because of any factor outside our control, including but not limited to Acts of God, industrial action, default or failure of a third party, war, terrorist act, governmental action, or by any act or decision made by a court of competent jurisdiction.