

These general terms and conditions describe the rights and obligations of Sunrise Mobile Limited and its Customers concerning the delivery, performance and use of the Products and Services.

1. DEFINITIONS

1.1 Acceptable Use Policy: The policy governing the use of the Products and Services by a Customer whether required by Sunrise Mobile or the telecommunications operator of any Network that facilitates access to the Services. The Acceptable Use Policy is described in clause 5 below.

1.2 Account: The mobile telephone account registered or activated by a Customer that Sunrise Mobile uses to provide the Products and Services to a Customer and to administer a Customer's Personal Data.

1.3 Agreement: These general terms and conditions, the User Guide accompanying the SIM Card, and the Charges published by Sunrise Mobile from time to time, including any special offers. An Agreement is deemed made between a Customer and Sunrise Mobile when a Customer registers or activates an Account, uses our Top Up Services or uses our Services, whichever occurs first, and we will provide access to the Network as soon as we can so that provision of the Services can start.

1.4 Charges: The tariffs applicable from time to time for the use of the Services, including any connection fees and special offers. The current tariffs are available at <https://www.sunrisemobile.co.uk>

1.5 Customer: Any individual, company or partnership that registers or activates an Account with Sunrise Mobile Limited. In these general terms and conditions, the Customer is sometimes referred to as "you" or "your".

1.6 Customer Services Department: The department of Sunrise Mobile that you may contact for any enquiries about the Products or Services. You may contact the Customer Services Department in several ways:

dial 154 from a Sunrise Mobile Account

dial +44 2087447900 from any other telephone or from abroad

visit the website of Sunrise Mobile at <https://www.sunrisemobile.co.uk>

e-mail the Customer Services Department at cs@sunrisemobile.co.uk

1.7 Sunrise Mobile: Sunrise Mobile Limited with its registered office located at 72 Fielding Road, London, W4 1DB.

1.8 Network: The telecommunications networks used by Sunrise Mobile to provide the Services to you.

1.9 Personal Data: The personal information that you provide to Sunrise Mobile or that Sunrise Mobile generates, collects, uses, processes and stores about you while providing the Services, including but not limited to your name, address, date of birth, mobile telephone number, call data records including Traffic Data and Location Data, top-up records, credit card or debit card details, billing records, voice mail recordings, copies of e-mails including your e-mail address, and records of Customer Services Department enquiries made by you.

1.10 Privacy Policy: The policy that describes how Sunrise Mobile generates, collects, uses, processes and stores your Personal Data. The current Privacy Policy is available at <https://www.sunrisemobile.co.uk>

1.11 Products: The Sunrise Mobile SIM Card and Sunrise Mobile Top-Up Voucher and any other products offered by Sunrise Mobile, including promotional products.

1.12 Roaming Services: The mobile telephone services that you use when travelling outside the United Kingdom.

1.13 Services: The mobile telephone services that Sunrise Mobile provides to you, including voice calling, messaging and data services, voicemail, calling line identification presentation (CLIP), calling line identification restriction (CLIR), Top-Up Services, Roaming Services and the services provided by the Customer Services Department.

1.14 SIM Card: The prepaid, pre-activated card containing a microprocessor that allows you to access and use the Services by inserting the SIM Card into a compatible GSM mobile telephone.

1.15 Top-Up Services: The services you may use to add credit to the balance of your Account, including the Top-Up Voucher, Online Top-Up and Auto Top-Up.

1.16 Top-Up Voucher: A multifunction voucher (whether in physical or electronic form) containing a 20 digit code that allows you to access and use the Services by redeeming the face value of the voucher.

2. OBLIGATION TO PROVIDE THE SERVICES

2.1 Sunrise Mobile will provide the Services to you using its own systems and the Networks of one or more telecommunications operators. Occasionally any of these Networks may be unavailable for maintenance, modifications, upgrades, emergencies or to protect the security of the Network. At these times the Services may be temporarily unavailable.

2.2 Mobile telephony is a form of wireless communication and operates on the basis of the transmission of radio and signal frequencies. The transmission of these radio and signal frequencies may be affected by congestion on the Network due to the number of calls or messages or the amount of data being sent and received.

2.3 The transmission of the radio and signal frequencies may also be affected by the location of the base stations, obstacles such as buildings or underpasses, and by external factors such as geographic or atmospheric conditions. The Services may also be affected by the quality of the GSM mobile telephone chosen and used by you.

2.4 The Roaming Services are subject to the roaming contracts and service quality levels that have been agreed between other national and international telecommunications operators. Sunrise Mobile does not have any control over the contracts or service quality levels agreed between these telecommunications operators.

2.5 For the reasons described above, Sunrise Mobile does not warrant or guarantee that the Services will be uninterrupted or error free (in terms of Network availability, quality or coverage) in all locations at all times, or that the Services will be suitable for your specific requirements, or that the Services will be completely secure against unauthorised interception.

2.6 Sunrise Mobile will endeavour to keep any disruption to the Services to a minimum; however Sunrise Mobile will not be liable to you for any loss, damage or inconvenience incurred by you as a result of any disruption to the Services for the reasons described above.

2.7 Associated with your SIM Card is the PIN code (personal identification number) and the PUK code (personal unlocking key). The PIN and PUK codes must never be kept together. You will take every necessary precaution to preserve the secrecy of your PIN and PUK codes. You will be liable for any fraudulent or improper use of your SIM Card or Account that results from the intentional or accidental disclosure of your PIN or PUK code or the transfer of your SIM Card to another person.

2.8 Our Customer Services Department can supply details of the other mobile operators we have porting arrangements with from time-to-time.

3. SIM CARD

3.1 The SIM Card is used by inserting it into a compatible GSM mobile telephone. When the SIM Card has been inserted and you have registered or activated your Account, you will have access to, and be able to use, the Services.

3.2 The SIM Card remains the exclusive property of Sunrise Mobile. You must retain the SIM Card and not lose or damage the SIM Card. Sunrise Mobile will only replace a SIM Card where it is found to be defective by reason of faulty workmanship or design. Sunrise Mobile may charge you for a replacement SIM Card where Sunrise Mobile reasonably believes that you are responsible for the loss or damage of your original SIM Card or where someone has stolen your original SIM Card. It is your responsibility to promptly inform Sunrise Mobile of any loss, damage or theft to your SIM Card, or any fraudulent or improper use of your SIM Card. You agree that once you start using the Services or the Top-up Services you will lose any right to cancel this Agreement under distance selling legislation.

3.3 If you do not use your SIM Card to make a voice call, or send a message or data, or if you do not purchase a top-up using the Top-Up Services, for a period of ninety (90) days from the date you registered or activated your Account or your last use of the Services (whichever is later), Sunrise Mobile will contact you by SMS or e-mail advising you that your SIM Card will be deactivated. Sunrise Mobile will then provide you with an additional thirty (30) days to make a voice call, send a message or data, or purchase a top-up using the Top-Up Services.

3.4 If you make a voice call, send a message or data, or purchase a top-up using the Top-Up Services within the additional thirty (30) day period, your SIM Card will remain active. Any previous credit balance in your Account will remain available for you to use, and you will be able to access and use the Services.

3.5 If you do not make a voice call, send a message or data, or purchase a top-up using the Top-Up Services within the additional thirty (30) day period, your SIM Card will be deactivated. If the SIM Card is deactivated, your specific telephone number will be reallocated to another Customer, you will not be able to access or use the Services, and you will not be entitled to a refund of any credit balance in your Account.

4. TOP-UP SERVICES

4.1 The Services are prepaid services. You are required to Top Up in advance so your Account is in credit. As Charges are incurred they will be deducted from the amount credited to your Account. No bill or invoice or statement will be issued to you. You may check your credit balance from time-to-time by calling our Customer Services Department.

4.2 You pay for the Services by topping-up your Account using any one of the Top-Up Services available from Sunrise Mobile. You may use the Top-Up Services at any time after registration or activation of your Account. There are several ways that you may top-up your Account:

You may purchase a Top-Up Voucher at any participating retail outlet and activate the PIN code by following the dialling instructions on the Top-Up Voucher. You may also activate the PIN code for a Top-Up Voucher purchased at a participating retail outlet by using the Online Top-Up Service.

You may register your details with Sunrise Mobile, purchase a Top-Up Voucher online and activate the PIN Code by using the Online Top-Up service.

You may register your details with Sunrise Mobile and subscribe to "My Sunrise" and the Auto Top-Up

Facility.

You may register your details with Sunrise Mobile and then contact the Customer Services Department.

4.3 If you top-up your Account within ninety (90) days from the date you registered or activated your Account or your last use of the Services (whichever is later), the amount of the top-up credit you purchased will be added to the credit balance in your Account at the time of your top-up.

4.4 The credit balance in your Account may only be used for the Services. You are not entitled to receive any cash refund for any credit balance remaining in your Account at any time, including where you fail to use the Services and your SIM Card has been deactivated or where this Agreement has been terminated.

4.5 Interest is not payable on any credit balance in your Account. Each time you use the Services (or someone else uses your GSM mobile telephone) the credit balance in your Account will be reduced for the voice call, message or data you are making or sending according to the destination and the current Charges.

4.6 Any top up credit shall expire ninety [90] days from the date of top-up or recharge.

4.7 Each call is charged excluding VAT to 3 decimal places. All calls for that month are aggregated and then rounded using normal rounding rules (if the last digit is a 4 or lower we'll round down, otherwise we'll round up). Where applicable, VAT (at the prevailing rate) is then added to the total of all charges on your bill, with the VAT part of the charge being rounded down to the nearest penny

4.8 A standard text message is 170 characters long. You can send longer ones on some handsets. A longer text is divided into the number of standard texts required to convey the message. Each text will be charged at the standard rate for your price plan. We do not guarantee delivery of any text or MMS message you send

5. ACCEPTABLE USE POLICY

5.1 You agree to use the SIM Card in a compatible GSM mobile telephone for the purpose of using the Services.

5.2 You agree not to use the SIM Card or the Services and not to permit another person to use your SIM Card or the Services:
fraudulently or in connection with a criminal offence; for the purpose of making an unsolicited communication or storing and/ or communicating any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax, or which is a breach of privacy, an infringement of copyright, or is otherwise unlawful, to knowingly and deliberately cause annoyance, inconvenience or needless anxiety to another person, to make any offensive, abusive, indecent, defamatory, obscene or menacing call to any Customer Services Department representative, to transmit a virus or other malicious software, use the Services in a manner that impairs the operation or security of the Network or may cause death, personal injury or damage to property, with equipment that is not approved for use with the Network, including, but not limited to, SIM-boxes and SIM-gateways, and to support calls to call forwarding services, onward calling services or calls to telephone numbers which pay a revenue share or resell to others or commercially exploit our Services. otherwise than in line with the conditions of this Agreement.

5.3 If Sunrise Mobile reasonably suspects that you have failed to comply with any of the provisions of clause 5.2, Sunrise Mobile shall have the right to suspend, partially or fully, your access to the Services and/ or terminate this Agreement without prior notice and with immediate effect. If Sunrise Mobile terminates this Agreement for this reason, your SIM Card will be deactivated. If the SIM Card is deactivated, your specific telephone number will be reallocated to another Customer, you will not be able to access or use the Services, and you will not be entitled to a refund of any credit balance in your Account.

5.4 Upon activation of a SIM Card, the purchase of a Top-Up Voucher or the use of the Top-Up Services, you may be required to register your Personal Data with Sunrise Mobile, such as your name, address, date of birth, credit card or debit card details. If Sunrise Mobile determines that the Personal Data that you provide is false, Sunrise Mobile shall have the right to suspend, partially or fully, your access to the Services and/ or terminate this Agreement without prior notice and with immediate effect. If Sunrise Mobile terminates this Agreement for this reason, your SIM Card will be deactivated. If the SIM Card is deactivated, your specific telephone number will be reallocated to another Customer, you will not be able to access or use the Services, and you will not be entitled to a refund of any credit balance in your Account.

5.5 If the use of any bundle or plan that includes 'unlimited' calls or texts provided as part of the service exceeds the amount reasonably expected of a person using the service for personal purposes, we reserve the right to: Restrict your service Charge you the standard rates for any calls or texts exceeding those reasonably expected of a person using this service for personal purposes

5.6 Sunrise Mobile reserves the right, in its absolute discretion (and without prior notice), to restrict or prevent access to certain websites and services over its Network, including Voice over Internet Protocol ('VoIP') services. When we decide to restrict or prevent access under this paragraph, you may receive a message stating that the website or service is "not available".

6. DATA PROTECTION AND PERSONAL DATA

6.1 Sunrise Mobile will only generate, collect, use, process and store your Personal Data in accordance with all applicable laws and regulations, as amended from time to time.

6.2 Sunrise Mobile has implemented appropriate technical and organisational security measures to protect your Personal Data against accidental or unlawful destruction, accidental loss or alteration, or unauthorised or unlawful storage, processing, access or disclosure.

6.3 By registering or activating an Account with Sunrise Mobile, you consent to Sunrise Mobile collecting, processing and sharing Personal Data provided by you or generated in the course of supplying the Services to you, including details of voice calls, messages or data that you have sent ("Traffic Data") and the geographic position of your GSM mobile telephone ("Location Data") for the purpose of supplying the Products and Services to you, the administration of your Account by the Customer Services Department, providing you with service information, for example about Network faults, the prevention or detection of fraud, market research and profiling your usage and purchase preferences, and complying with applicable laws and regulations.

6.4 For Sunrise Mobile to perform its obligations under this Agreement, Sunrise Mobile may need to disclose your Personal Data to other companies that will process your Personal Data on behalf of Sunrise Mobile. These third parties are permitted to use your data only in accordance with our instructions and the law.

6.5 Sunrise Mobile may also need to transfer your Personal Data to third parties, for example our suppliers and service providers, in countries outside the European Economic Area. For example, Sunrise Mobile uses call centre and other services from a company based in India. Where the data protection laws of these countries do not provide the same level of data protection as in the UK, we will take steps to ensure your privacy rights are at least as compliant with the requirements of UK law, including requiring appropriate security measures from such third parties, set out in a contract between us, to protect your Personal Data; and monitoring compliance with such security measures for the lifetime of our relationship with such third parties.

6.6 Sunrise Mobile may from time to time monitor or record your conversations with the Customer Services Department. This may be done for quality control purposes, to improve the Services, to ensure compliance with governmental, regulatory or enforcement agency requests or to detect fraud.

6.7 Sunrise Mobile will, subject to the applicable laws and regulations, provide you with a copy of your Personal Data stored by Sunrise Mobile upon your written request. Sunrise Mobile may charge a nominal administration fee for providing you with a copy of your Personal Data. It is your responsibility to notify Sunrise Mobile of any changes to any Personal Data provided by you to Sunrise Mobile. You may also request that any incorrect information is corrected. Where permitted by the applicable laws and regulations, Sunrise Mobile will delete Personal Data upon your written request.

6.8 Sunrise Mobile and other sunrise companies may contact you by post, telephone, e-mail or sms to let you know about products and services offered by Sunrise Mobile, other Sunrise group companies or selected third parties, including any special offers and promotions, which may interest you. If you do not wish to receive this information or be contacted in this way, you may at any time, free of any charge, opt out of this direct marketing by requesting to be put on a designated list. You may make this request by contacting the Customer Services Department or by sending an e-mail to unsubscribe@sunrisemobile.co.uk.

7. LIABILITY OF SUNRISE MOBILE

7.1 Sunrise Mobile does not accept any liability for the delivery, performance and use of the Products and Services other than as stated in this Agreement.

7.2 Sunrise Mobile is not responsible for damage or loss or inconvenience incurred by you and that results from the content of any voice call, message or data sent or received by you.

7.3 Sunrise Mobile is not responsible for damage or loss or inconvenience incurred by you and that results from the involvement of a third party, including governmental, judicial or administrative bodies.

7.4 Sunrise Mobile is not responsible for any damage or loss incurred by you where such damage or loss is indirect or not a reasonably foreseeable result of a breach by us; nor where we are not at fault or to the extent you have contributed to the damage or loss.

7.5 In the event your SIM Card is lost or stolen, or you believe your SIM Card is being used in a fraudulent or improper manner by another person, you must promptly contact the Customer Services Department. Sunrise Mobile will then be able to block the use of your SIM Card. If you fail to promptly contact the Customer Services Department, you will be liable for all Charges relating to the use of the SIM Card until you do notify us, regardless of whether the Charges were incurred by you or someone else.

7.6 Sunrise Mobile is not responsible for the failure of any retail outlet to properly activate your SIM Card or Top-Up Voucher or process any payment you made. In these cases, you should contact the retail outlet where you obtained your SIM Card or purchased your Top-Up Voucher and request a refund.

7.7 You are advised that it is illegal to operate a mobile telephone while driving a motor vehicle, and acknowledge the inherent risk in the use of a mobile telephone while driving a motor vehicle. Sunrise Mobile is not responsible for damage or loss or inconvenience incurred by you and that results from any accident caused by the use of a mobile telephone while driving a motor vehicle.

7.8 Nothing in this Agreement shall exclude or limit the liability of either Party for death or personal injury caused by that Party's negligence, liability arising under the Consumer Protection Act 1987 or the consequence of wilful misconduct, fraud, gross negligence of that Party or any other liability which cannot be excluded or limited by applicable law.

7.9 The liability of Sunrise Mobile to you under this Agreement shall be limited to a total maximum aggregate amount of £1,000.00 per claim or series of related claims.

7.10 If you incur any damage or loss or inconvenience, you must notify the Customer Services Department in writing of the claim as soon as possible and in any event within 10 days after the discovery by you of the claim. Damage, loss or inconvenience that has not been reported in writing to the Customer Services Department within this 10 days period shall not be compensated. This 10 days period will not apply if you are using the Services as an individual consumer (and not in combination with a trade or business) and you could not have been reasonably expected to notify the Customer Services Department in writing within this period.

7.11 Sunrise Mobile is not responsible for any damage or loss or inconvenience incurred by you, and will not be liable to provide the Products or Services, as a result of any reason outside the control of Sunrise Mobile, including but not limited to an Act of God, natural disaster, industrial action, war (whether declared or undeclared), civil unrest or acts of terrorism, acts of government or local authority or regulatory body, or any act or decision made by a court of competent jurisdiction. These reasons are also known as "force majeure".

8. CHANGES TO THE AGREEMENT

8.1 Sunrise Mobile reserves the right to change these terms and conditions for legal or regulatory reasons. We may also need to change these terms and conditions as a result of changes by our Network suppliers or for other technical or commercial reasons, such as changes to our Products and Services. We may also change our Charges or introduce new Charges. Changes to Charges will be reflected in our tariff table from time to time.

8.2 If a change will be materially detrimental to you, Sunrise Mobile will give you at least one month's notice. If you do not accept a change which is notified to you as materially detrimental then you can cancel this Agreement or cease using the Services or topping-up your Account. If you use the Services or top-up your Account after Sunrise Mobile makes a change, then you are deemed to accept the change.

8.3 Please check our website regularly for any changes. We may also notify you of changes by way of advertisement in the national media, by email, by post, or by text message or by other reasonable means. We may also place a recorded message on the phone number for our Customer Services Department.

9. GENERAL PROVISIONS

9.1 If you have a complaint or query about the Products or Services you can contact our Customer Services Department in the ways set out in clause 1.6 of this Agreement.

9.2 This Agreement represents the entire agreement between Sunrise Mobile and you in relation to the Products and Services. It takes precedence over all prior agreements (written and oral), and all representations or other communications between Sunrise Mobile and you. The retail outlets are not authorised by us to amend this Agreement or to agree any terms which are inconsistent with these terms and conditions.

9.3 No term or condition of this Agreement is enforceable by any third party (a person who is not a party to this Agreement) under the Contracts (Rights of Third Parties) Act, 1999.

9.4 Failure or delay by either Sunrise Mobile or the Customer to enforce any right under this Agreement shall not prevent Sunrise Mobile or the Customer (as the case may be) from taking further action.

9.5 If any term or condition of this Agreement is determined to be partially or wholly void or unenforceable by any court or body of competent jurisdiction or as a result of any legislation, it shall be void and unenforceable only to that extent. The validity and enforceability of the other terms and conditions shall not be affected.

9.6 Sunrise Mobile is entitled to assign all of its rights and obligations under this Agreement to a third party. You are entitled to assign all of your rights and obligations under this Agreement to a third party with the

written consent of Sunrise Mobile

9.7 This Agreement is governed by English law and the English courts will have exclusive jurisdiction over any dispute under this Agreement.

10. POSTPAID PLAN

10.1. DELIVERY & POSTAGE New SIM purchased may take up to 5 working days to deliver. We will post your SIM card via Royal Mail, free of postage charge. Delivery address must be the same as the Billing address - i.e. the address your credit/debit card is registered to.

10.2 CREDIT CHECK

Not required.

10.3 ALLOWANCE

Your inclusive allowance can be used to make:

Calls to standard UK landlines (numbers starting 01,02,03 only);

Calls to standard UK mobile numbers;

Text message to standard UK mobile numbers; and

Mobile data usage in UK.

Non-inclusive usage includes:

International Standard Roaming; and

Calls to standard UK mobile numbers;

International Text message.

10.4 ROAMING

If you are travelling to any of the country, you will be charged at a Standard International Roaming rate.

10.5 UPFRONT COST:

There is no upfront fee apply for the SIM only deals. You will only be charged for the tariff you have chosen at the beginning of each billing cycle.

10.6 TOP UP OR PAYMENT

You may need to top up or make a payment using a debit/credit card in order to make calls, text & data usage out of your plan inclusive allowance, Premium & non- geographic number calls, calls & text message to international numbers or Standard International Roaming.

10.7 SUNRISE MOBILE AIRTIME ADVANCE

If you go over your plan allowance or other usage in any month,(e.g. International calls & calls to Premium numbers) and you send us a text requesting the Sunrise Mobile Airtime Advance, then we will provide a Sunrise Mobile Airtime Advance and let you to go further up to an additional £3.00 cap (the amount of the Sunrise Mobile Airtime Advance is subject to change) on condition that you pay for that Sunrise Mobile Airtime Advance at the beginning of the next billing cycle.

If you've reached the limit of your Sunrise Mobile Airtime Advance and have therefore used up all of your monthly allowance and Sunrise Mobile Airtime Advance, then you can still enjoy further services by Top Up. Even if you do not Top Up, you'll still be able to enjoy receiving calls and texts.

If for your convenience, you wish to switch off the text request feature for the Sunrise Mobile Airtime Advance, then you may do so on-line and you may then automatically have the Sunrise Mobile Airtime Advance available to you on the same conditions of payment as above, without the need to text and request it every time your prepaid allowance is reached.

10.8 PRICING

If a Sunrise Mobile Airtime Advance is taken, it is provided on condition that it is paid for fully at the beginning of the next billing cycle.

10.9 PAYMENT

Your tariff plan charge will be deducted at the beginning of each billing cycle. Recurring monthly bill Payment will be taken from the debit/credit card used to make the first payment. Payments for the other usage can be made using Debit/Credit card. The name and the address of the card holder should be same as the registered account holder.

Payments for the other charges such as the Sunrise Mobile Airtime Advance could be made by calling our customer care team on 154.

If you change your name, address telephone number or payment details or there are any other changes to your bank account which may affect your payment of the charges you must let us know.

10.10 BILLING

Each billing period comprises of a 30 days billing cycle. If you are an existing customer your billing will start from the day of purchase of a plan. For new customers, the billing cycle of 30 days will begin from the day of SIM activation.

Payment for the Sunrise Airtime Advance will be taken at the beginning of the next billing cycle following the Sunrise Airtime Advance in any month.

10.11 BILLS

The price shown requires you to use e-billing. For monthly price with paper bill add £1.00.

10.12 REFUNDS

We will not provide any refund for any plans purchased unless no service has been used. If you change your mind within 24 hours of purchase of a plan & allowance not used, you may request a refund OR could change it to a different plan by calling our customer service.

10.13 CANCELLATION

If you think not to continue the chosen plan, you need to give a notice by calling our customer service before expiry of that plan. You should pay all due amounts before the plan is cancelled.

11. DEVICES

11.1 This Clause 10 only applies if you have purchased your device from us.

11.2 Charges for devices will be detailed on sunrisemobile.co.uk. The cost will be payable at the time of purchase either by a debit or credit card.

11.3 Any device that we deliver to you is your responsibility. Once you've received it and paid for it, you own the device. This does not affect your rights to carry out any of the actions set out in 11.4-11.6 below.

11.4 Any returns or refunds in respect of devices purchased from us are subject to our Returns Policy if you change your mind you may return a device to us once for a full refund within 14 days working days from the date of delivery if the handset box seal is unbroken or if your device is deemed 'dead' on arrival or faulty you can return it for replacement or repair or a full refund within 14 calendar days of receiving it.

11.5 If you are entitled to a refund, you will be refunded the full amount that you have paid for the device when we get the device back from you, less any Charges (as outlined in the Returns Policy). This refund will come from Sunrise Mobile.

11.6 We'll only bear the Postage charges if the phone is deemed dead on arrival or is faulty. In this case we

will post out a prepaid envelope to the customer. It is your responsibility to ensure you return the device with original parts, accessories, free gifts and the original packaging. We reserve the right not to accept returns or repairs unless this process has been followed correctly. In the case where you will pay for returning the device yourself we recommend upgrading your postage to include insurance since we will take no responsibility for devices which are damaged in transit or not received.

11.7 If there is a device fault which develops after 14 days of the device having been delivered to you, then you should book a repair as soon as possible. Your repair will be chargeable if your handset warranty is no longer valid.

11.8 Customer Services Department: The department of Sunrise Mobile that you may contact for any enquiries about the Products or Services. You may contact the Customer Services Department in several ways:

- orders placed at the weekend or on a bank holiday will require at least one extra working day for delivery (for most postcodes, orders placed on a Saturday or Sunday will normally be delivered on a Tuesday);
- any unforeseen stock shortages. If this happens, we will notify you of any delay;
- certain remote postcodes will require additional time for delivery; and
- if we cannot obtain immediate security clearance for payment of your order. The security of our customers is paramount so these checks are essential to combat fraudulent use of payment and address details.

11.9 No orders for devices shall be accepted if received from outside the United Kingdom.

11.10 Despite our best efforts, occasionally products in our online shop may be incorrectly priced and therefore we cannot confirm the price of a product until your order is accepted. In addition, details may be updated from time to time and are subject to change. If we discover a pricing error, or there is a change in price before dispatch, we will contact you to reconfirm your order at the correct price. If we are unable to contact you within a reasonable time, we may cancel your order and notify you of such cancellation. Unless otherwise stated, prices are inclusive of VAT where applicable.

11.11 You must ensure that prior to placing an order you have checked all relevant details about the products and/or services you have selected. All products and services advertised are subject to availability.

11.12 The information displayed on sunrisemobile.co.uk, including prices, does not constitute an offer to enter into a sale agreement and neither we, nor any third parties that offer services via sunrisemobile.co.uk shall be obliged to accept your orders. If we do, acceptance will be confirmed by email (to the email address supplied by you when the order was placed) and in our dispatching of the Device to you. Where products are sent separately, our acceptance will relate only to those products actually dispatched.

11.13 If you cancel your order and return your handset in accordance with our Returns Policy, you will also be entitled to a full refund if also your bundle has not been used. If any part of your bundle has been used we will deduct the full price of the bundle from the cost of your handset.

Nothing in this Clause 10 affects your statutory rights.