TERMS & CONDITIONS FOR ESHOP

BACKGROUND

The following terms and conditions apply to any purchases of services and/or equipment made from the Manx Telecom Eshop. We suggest you print a copy to keep for your records.

These conditions set out the agreement between “you” (the Customer) and "us/our" (Manx Telecom Ltd) for purchases made from this website and should be read in conjunction with our Equipment Description.

For the avoidance of doubt the order of precedence shall be these terms, followed by our Equipment Description and any other Service Description, followed by our General Terms and Conditions which will apply to any Services used in conjunction with your purchase and these are available to view on our website at www.manxtelecom.com..

To purchase from this site you may need to use a credit or debit card and if you have selected a pay monthly mobile or SIM card you will need to set up regular payments from a bank account depending upon the item being purchased

You will also need an email address as we will use this as the main way to keep in contact with you.

Please note in particular that:

- No orders shall be accepted if received from outside the Isle of Man.
- Orders shall only be accepted from persons who are 18 or over.

INFORMATION ON THIS WEBSITE

Whilst we try to ensure that all descriptions, details, including prices, displayed on this website are correct and up to date, we cannot guarantee that they are. Details may be updated from time to time and are subject to change. You must ensure that prior to placing an order you have checked all relevant details about the products and/or services you have selected.

We cannot confirm the price of a product until your order has been fully processed.

All products and services advertised are subject to availability.

ORDERING

The information displayed on this website, including prices, does not constitute an offer to contract or enter into an agreement. When you place an order via this website for products and/or services your order shall constitute an offer for the goods and/or services selected, which will be subject to our acceptance.

We shall not be obliged to accept your order. If we do, your order will be accepted, by us despatching the product to you.

Where products are sent separately, our acceptance will relate only to those products actually despatched.

Confirmation of orders will be sent to the email address supplied by you when the order was placed.

Despite our best efforts, occasionally products in our online shop may be incorrectly priced. We do, however, verify prices as part of our despatch procedures. If we discover a pricing error, or there is a change in price before despatch, 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.

YOUR RIGHT TO CHANGE YOUR MIND

As a Consumer you have a right to change your mind for purchases made via our Eshop.

If you are a new or existing customer who has purchased services and/or equipment from us for personal (**but not business use**) via our Eshop, then you may cancel such purchase up to 14 days after receiving service (the "Initial Period") as long as you return the equipment that you purchased undamaged, with proof of purchase, in the original packaging, complete with all original parts to us within the Initial Period.

You will be refunded the price of your equipment and all charges associated with the services that you originally purchased other than for the calls you have made. However, you must pay for all charges that may take longer to be billed such as roaming data and calls.

If you bought the equipment directly from us we will bear the cost of returning it as long as you follow our returns procedure (call Manx Telecom Customer Services for more details), otherwise you will bear the cost.

This Initial Period does not apply to customers who purchased their equipment and/or services directly from us and then have upgraded over the Internet or by telephone.

Please note that as a consumer of goods and services you are entitled to certain statutory rights, for example, the right to return defective goods to us, if bought from us, and for us to supply our services using reasonable care and skill. The provisions of this paragraph related to 'your right to change your mind', do not affect your statutory rights.

Please note that the right to change your mind contained in these paragraphs does not apply to a customer who intends to use the services and/or equipment for business purposes.

LAW

Any contracts formed between you and Manx Telecom via the Eshop will be deemed to have been made in the Isle of Man and shall be governed and construed in accordance with the Laws of the Isle of Man. Any disputes or proceedings shall be subject to the exclusive jurisdiction of the Manx Courts.

DELIVERY & CHARGES

We can only deliver to a valid Isle of Man address.

Delivery timescales cannot be guaranteed. Subject to availability we will endeavour to process your order within 3 working days.

Delivery charges are as specified in your order.

WARRANTY

Unless otherwise stated, all equipment purchased from this website is covered by a 12 month manufacturer's warranty from the date that it is delivered to you.

In the unlikely event that you experience a fault or defect with your equipment in the first 12 months following purchase please contact Manx Telecom telephone 624624.

This does not affect your statutory rights.

PAYMENT

Unless otherwise stated, all prices are inclusive of VAT (where applicable) and are correct at the time of entering the information onto the Eshop system. Payment will be taken from you when the order is placed.

The total cost of your order is the price of the services and/or equipment ordered plus any applicable delivery charges.

One-off payments can be made by any of the following methods: Maestro, MasterCard, Visa, and Visa Debit.

You confirm that the credit or debit card that is being used is yours. All credit/debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to or does not, for any reason, authorise payment to us, we will not be liable for any delay or non-delivery.

Monthly line rental charges are paid by direct debit.