

CHECK OUT YOUR RIGHTS Mobile Phones

If you have bought a mobile phone it must be:

- ✦ OF SATISFACTORY QUALITY
- ✦ FIT FOR ITS PURPOSE
- ✦ AS DESCRIBED

When the phone doesn't meet any of these three rules:

- ✦ If you have had the phone for only a few weeks or haven't had a reasonable opportunity to check it, you are probably entitled to a refund for a fault, or a misdescription or alternatively you may request a replacement.
- ✦ If the fault is only minor and can easily be put right it is reasonable to accept a repair. This won't stop you claiming a replacement or refund if the repair turns out to be unsatisfactory.
- ✦ If you have had the phone for longer than a few weeks or have had a reasonable opportunity to check it, you are probably still entitled to a repair or replacement. A repair should be carried out within a reasonable period of time and without causing you significant inconvenience. Any repair should restore the phone to a satisfactory condition. If this does not happen you are entitled to a replacement or compensation. This could be a sum of money or the cost of having somebody else repair the phone.

- 📌 If the phone cannot be replaced or repaired economically you are entitled to a refund. The trader may make a reduction from the price you paid to allow for the use you have had from the phone.

Remember, if you are entitled to a refund, replacement, a repair or compensation it is the trader who must sort out your problem. The trader cannot tell you to go back to the manufacturer.

When you buy a mobile phone, in order to make or receive calls you will need to be connected to a network. You may do this by having a line rental contract or through buying a voucher which will allow you access to the network. At this point you will enter into a contract with the Network Service Provider.

- 📌 If the service hasn't been carried out at all, or totally fails to meet the way it was described, you may be entitled to a refund, compensation or both.
- 📌 If there is a fault on the network or SIM card you are probably entitled to compensation.

IMPORTANT

- Read the terms and conditions of your agreement with the Network Service Provider.
- You have no rights if you simply change your mind.

- However, you have seven working days to cancel a contract for goods or services ordered by telephone, mail order, internet and fax.
- If you choose a contract phone rather than a pre pay phone you will be committed to using a certain network, at a certain tariff for a minimum period of time.
- You have no rights if you have not used or looked after your phone in line with any instructions.
- Fair wear and tear is not a fault.
- Your rights cannot be taken away by terms and conditions written into a notice, receipt, contract, warranty or guarantee.
- If you bought on credit you may also have rights against the credit provider. See the pink leaflet Bought on Credit.