

Terms & conditions of supply

This website is operated by Talking Point on behalf of its owner (referred to as "TP/we/our/us"). As a user of this website (referred to as "you/your") you acknowledge that any use of this website including any transactions you make ("use/using") is subject to our terms and conditions below.

- read through these terms and conditions carefully before using this website.
- print a copy for future reference.

1. General

1.1 We reserve the right to change these terms and conditions at any time. Any such changes will take effect when posted on the website (see date at the top) and it is your responsibility to read the terms and conditions on each occasion you use this website and your continued use of the website shall signify your acceptance to be bound by the latest terms and conditions.

1.2 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you use this website. Please note this web site is for Trade only and you will not be covered by the usual consumer rights.

1.3 When you use certain TP services please read the additional information provided with regards to such services as this information will provide you with full details on how to use such services.

1.4 Certain website services will require registration and subsequent access to those services will be subject to an approved login name and password ("Password Details"). Information that you provide on this website must be accurate and complete. All Passwords Details are accepted and may be withdrawn at our sole discretion and are exclusive to you and non-transferable and must be treated as strictly confidential at all times. In the event that you have any concerns regarding your Password Details or become aware of any misuse then you must inform us immediately.

2. Order process

2.1 All orders that you place on this website will be subject to acceptance in accordance with these terms and conditions.

2.2 The 'confirmation' stage sets out the final details of your order. Following this, we will send to you an order acknowledgement email detailing the products you have ordered. Please note that this email is **not** an order confirmation or order acceptance from TP.

2.3 Acceptance of your order and the completion of the contract between you and us will take place on despatch to you of the products ordered unless we have notified you that we do not accept your order or you have cancelled it.

2.4 We do not file details of your order for you to subsequently access direct on this website, and therefore, please print out these terms and conditions and the order acknowledgement for your own records.

3. Delivery

3.1 This website is only for delivery of products to customers in mainland UK and Northern Ireland addresses. We cannot deliver to the Channel Islands, Isle of Man, Orkney, Shetland and Scottish Islands, BFPO addresses, or the Republic of Ireland, unless you pay the additional shipping cost. All goods must be signed for by an adult aged 18 years or over on delivery.

3.2 We make every effort to deliver goods within the estimated time scales, however delays are occasionally inevitable due to unforeseen factors. TP shall be under no liability for any delay or failure to deliver the products within estimated timescales.

3.3 Risk of loss and damage of products passes to you on the date when the products are delivered or on the date of first attempted delivery by us.

4. Payment

4.1 We take payment from your account at the time we receive your order, once we have checked your account details and stock availability. Goods are subject to availability. In the event that we are unable to supply the goods, we will inform you of this as soon as possible. A full refund will be given where you have already paid for the goods.

4.2 To ensure that your account is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third party databases. By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you

may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998.

4.3 The price you pay is the price displayed on this website at the time we receive your order apart from the following exception:

a) While we try and ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of goods you have ordered we will inform you as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund.

4.4 Title to any products you order on this website shall pass to you on delivery of the products provided that we have processed and received payment in full for the products.

4.5 All prices are shown in the currency of your choice and include VAT (where applicable) at the applicable current rates but exclude delivery charges, unless expressly stated otherwise.

5. Returns, Cancellations and Substitutions

5.1 We offer a 7-day money back guarantee. Some products are excluded from the Guarantee and are clearly marked.

5.2 Sometimes the product specifications from the manufacturer may change, in which case we will do our best to offer you a similar alternative. We may experience problems with the supply of certain products and may therefore supply a substitute of the same or better quality at the same price. If you are not happy with the replacement or substitute you can return it in accordance with our 7-day money back guarantee.

5.3 All sizes and measurements are approximate but we do try to make sure that they are as accurate as possible.

6. Intellectual Property

6.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all materials and/or content made available as part of your use of this website shall remain at all times vested in us or our licensors. You are permitted to use this material only as expressly authorised by us or our licensors.

6.2 You acknowledge and agree that the material and content contained within this website is made available for your personal non-commercial use only and that you may only download such material and content for the purpose of using this website. You further acknowledge that any other use of the material and content of this website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

7. Liability and Indemnity

7.1 Nothing in these terms and conditions excludes or limits liability for death or personal injury caused by negligence, fraudulent misrepresentation, or any other liability which may not otherwise be limited or excluded under applicable law.

7.2 Subject to Section 7.1 above, TP will use reasonable endeavours to verify the accuracy of any information on the site but makes no representation or warranty of any kind express or implied statutory or otherwise regarding the contents or availability of the site or that it will be timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the website TP will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the website and TP accepts no liability of any kind for any loss or damage from action taken or taken in reliance on material or information contained on the site.

7.3 Subject to Section 7.1 above, other than as expressly provided in these terms and conditions with respect to specific products and except for the exclusive remedies set out at Section 5 above, any indemnities, warranties, terms and conditions (whether express or implied) are hereby excluded to the fullest extent permitted under applicable law.

7.4 Subject to Section 7.1 above, TP will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the terms and conditions for any:

- economic losses (including without limitation loss of revenues, data, profits, contracts, business or anticipated savings); or
- loss of goodwill or reputation; or
- special or indirect losses
- suffered or incurred by that party arising out of or in connection with the provisions of any matter under these terms and conditions.

7.5 Notwithstanding the above, subject to Section 7.1 TP' aggregate liability (whether in contract, tort or otherwise) for loss or damage shall in any event be limited to a sum equal to the amount paid or payable by you for the product(s) in respect of one incident or series of incidents attributable to the same clause.

7.6 This clause 7 does not affect your statutory rights as a consumer, nor does it affect your contract cancellation rights.

7.7 We will take all reasonable precautions to keep the details of your order and payment secure, but, unless we are negligent, we cannot be held liable for any losses caused as a result of unauthorised access to information provided by you.

8. Miscellaneous Provisions

8.1 The contract between us shall be governed by the laws of England and any dispute between us will be resolved exclusively in the courts of England. English is the only language offered for the conclusion of the contract.

8.2 We have selected our products on the basis that they will be used for domestic use only, if you are planning to use them for business purposes please make sure that you are covered by the appropriate insurance. Where you decide to use the products in the course of a business, we exclude (to the fullest extent permitted by law) those warranties and conditions relating to fitness for a particular purpose. Our maximum liability to business users arising out of or in connection with the products shall be limited to the replacement value of the product in question (except in the case of death or personal injury caused by our negligence or in respect of fraud). In relation to business users, we do not accept liability for the fitness of goods for business purposes, nor do we accept liability for loss of use of the item, nor any loss over and above the cost of the item in the event of a claim for breach of warranty or condition.

8.3 TP shall be under no liability for any delay or failure to deliver products or otherwise perform any obligation as specified in these terms and conditions if the same is wholly or partly caused whether directly or indirectly by circumstances beyond its reasonable control.

8.4 To provide increased value to our customers, we may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

8.5 You may not assign or sub-contract any of your rights or obligations under these terms and conditions or any related order for products to any third party unless agreed upon in writing by TP.

8.6 TP reserves the right to transfer, assign, novate or sub-contract the benefit of the whole or part of any of its rights or obligations under these terms and conditions or any related contract to any third party.

8.7 If any portion of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity or enforceability of the other sections of these terms and conditions shall not be affected.

8.8 These terms and conditions do not create or confer any rights or benefits enforceable by any person that is not a party (within the meaning of the U.K. Contracts (Rights of Third Parties) Act 1999) except: a) a person who is a permitted successor or assignee under Section 8.8 above of the rights or benefits of these terms and conditions may enforce such rights or benefits. b) No consent from the persons referred to in Section 8.9 is required for the parties to vary or rescind these terms and conditions (whether or not in any way that varies or extinguishes rights or benefits in favour of such third parties).

8.9 No delay or failure by TP to exercise any powers, rights or remedies under these terms and conditions will operate as a waiver of them nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing and signed by an authorised representative of TP.

8.10 These terms and conditions including the documents or other sources referred to in these terms and conditions supersede all prior representations understandings and agreements between you and TP relating to the use of this website (including the order of products), and sets forth the entire agreement and understanding between you and TP for your use of this website.

Specific to BULK SIM Cards - VERY IMPORTANT - PLEASE READ BEFORE PURCHASE.

1. Overview - Bulk SIM cards (10+) with packs are supplied on the basis that they are for re-sale by the buyer, and find individual normal end users, who will mostly top them up several times. We cannot supply you if you are re-selling to trade, except by prior arrangement.

2. Ownership - All SIM cards remain the property of the networks at all times, and must be returned to us at our request.

3. Undertaking - You agree that as a reseller you undertake to make best endeavours to sell to genuine customers who will top-up at least twice.

You also agree not to offer them; a. As a free incentive or promotion, b. As a free component with even say a mobile phone (must be on request only), c. As a BOGOF (buy one get one free) or similar.

4. Usage - the following uses are forbidden; a. Searching for specific numbers, b. Topping-up with payment that does not clear, c. Using up the initial credit without a subsequent top-up, d. Pre-connection or topping-up of any sort (activating more than 14 days in advance of topping-up), e. Breaking of pack seals prior to immediate end-user use, f. Use in 'gateways', g. Generating PACs, h. Receiving texts or calls only, i. Using in a device that cannot make a call or text, j. For obtaining access or offer codes, k. Reprogramming for another use, l. Offering as a 'collectable', m. Export (without prior permission), n. Personal use - more than 5 per household (without prior permission).

5. Penalties - In the event that a significant amount are used incorrectly, the networks can make a charge to redeem the cost of the SIM (up £ 7 at their discretion) and reluctantly we would have to pass that on to you. This is called a 'clawback'.

5. Order acceptance - We may not be able to accept your order if; a. We cannot contact you by telephone at the number given or it is invalid, b. Your address or name matches our previously declined customer list or as one held by the networks or official agencies as similar, c. Your order exceeds the maximum quantity available as advertised on the item or on our About 'Me' page, d. In any case, we reserve the right to refuse an order at our sole discretion.

In any of the above cases, you will be refunded. Apologies if there is any inconvenience caused.

6. Purpose - These SIM Packs are provided at a 'net' price (a reduced price by agreeing to find genuine customers who top-up) for the purpose of getting a genuine connection from an end-user within 6 months of supply. To obtain this discount without this intended purpose or means is a breach of these Terms.

7. Remedy - If you are unable to sell the SIM cards in a reasonable period (say 6 months), you may return them to us and you will not be liable for any penalties, provided they have not expired or have at least 2 months left before the printed expiry date (if available). You can do this at any time (or exchange if you have over-stocked some lines).

8. Contract - This is a legally binding agreement in Law, when you commit to buy, you will be held to it.

9. Summary - If you are selling on to end users, then it is very, very unlikely that you will have any of the above issues. If you have other plans, or are not sure if your use complies, please contact us and we will advise you, or can answer your queries or concerns.

Errors & Omissions Exempted. V4.2