

## TERMS & CONDITIONS

### 1. NATURE OF THIS CONTRACT

1.1 This contract is a Contract between 'The Cellphone Store Limited' T/A Sentinel Aftercare and the customer.

1.2 Definitions under this Contract:

- **Customer:** The Private Individual, Firm, or Company named on The Cellphone Store Limited T/A Sentinel Aftercare Agreement and, if applicable, on The Cellphone Store Limited T/A Comms Connect signed contract.
- **The Company:** The Cellphone Store Limited T/A Comms Connect.
- **Equipment:** The mobile phone, handset, tablet, or iPad listed on The Cellphone Store Limited T/A Sentinel Aftercare Contract and, if applicable, on The Cellphone Store Limited T/A Comms Connect signed contract.
- **Excess:** The amount stated in Clause 4.1 payable by the Customer in the event of a claim, in addition to the monthly premiums.
- **Period of "Aftercare":** Each calendar month for which a premium has been paid to The Cellphone Store Limited T/A Sentinel Aftercare.
- **Premium:** The amount payable to The Cellphone Store Limited T/A Sentinel Aftercare.
- **Assured Person:** The Private Individual, Firm, or Company named on The Cellphone Store Limited T/A Sentinel Aftercare Agreement and, if applicable, on The Cellphone Store Limited T/A Comms Connect signed contract.
- **Sentinel Aftercare Contracts:** Contracts for a minimum term of 12 months.
- **Existing Customers:** Customers must inform Sentinel Aftercare if they upgrade to new Equipment; failure to do so will invalidate the policy.
- **Territorial Limits:** Great Britain, Northern Ireland, Isle of Man, the Channel Islands, and the Republic of Ireland (with up to 90 days at any one time worldwide).
- **Theft & Loss:** Subject to exclusions listed in Section 3 below.

### 2. YOUR COVER AGAINST THEFT, LOSS, AND DAMAGE – SUBJECT TO THE TERMS AND CONDITIONS LISTED BELOW:

If during the Period of "Aftercare," the Equipment Assured is lost, stolen, destroyed, or damaged within the Territorial Limits, the Company will replace the property with Equipment of a similar specification on an indemnity basis (usually fully refurbished). The Company shall endeavour to replace the property with Equipment of an identical specification but reserves the right to replace with equipment of a similar specification where necessary.

2.1 It is the Customer's responsibility to contact the network provider to request a "block/blacklist" for the equipment and SIM card as soon as possible if the equipment is lost or stolen.

2.2 It is the Customer's responsibility to Inform the Police about any lost or stolen Equipment without delay. The Company will require a Police reference number before processing any claim for loss and theft. If the Equipment is lost or stolen outside of the UK, please contact the relevant local authorities to report the incident and obtain a reference number.

### **3. EXCLUSIONS**

The Company shall not be liable for:

3.1 Loss, destruction, or damage caused by: a) Wear and tear, moth, vermin, atmospheric or climatic conditions, or any gradually operating cause. b) Alterations, maintenance, repairs, or any process of cleaning or restoring. c) Delay, confiscation, or detention by order of any government or public authority. d) Mechanical or electrical breakdown or derangement.

3.2 Consequential loss or consequential damage of any kind or description.

3.3 Loss, destruction, or damage from: a) Any waterborne craft or during participation in water sports. b) As a direct or indirect consequence of war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military or usurped power.

3.4 Theft, loss, or damage to the Equipment while kept in an unattended motor vehicle unless the vehicle is locked, all protections are in operation, and the Equipment is concealed in specified locations within the vehicle. A copy of the repairer's account for such damage to the vehicle must accompany any claim. Theft, loss, or damage from unauthorized areas within the vehicle will not be covered.

3.5 Theft, loss, or damage during the hire, loan, or use of the Equipment by a third party other than an Assured Person.

3.6 Theft of the Equipment while unattended by the Assured from any property, place, or premises unless such theft is accompanied by forcible and violent entry/exit.

3.7 Losses arising where Equipment is left unattended by an Assured Person in any property, place, or premises or in or on any form of public conveyance.

3.8 Theft, loss, or damage while in any form of public conveyance other than by forcible means to an Assured Person.

3.9 Theft of the Equipment from any convertible vehicle, open-top road vehicle, or commercially registered vehicle.

3.10 Theft, loss, or damage to accessories such as battery chargers, carry cases, batteries unattached to the Equipment, and smart cards.

3.11 Misuse of Equipment following Theft or Loss. The Company covers only the Equipment, not its contents (e.g., pictures, software, downloads, apps, music).

### **4. EXCESS FEES**

4.1 Excess fee: Payable per successful claim.

- Non-iPhone handsets and Tablets: Excess fee from £100.00
- iPhone handsets and Tablets: Excess fee from £125.00

### **5. MAXIMUM NUMBER OF CLAIMS**

5.1 Maximum of 2 claims in total per 12-month contract (up to one claim for "Theft & Loss" and up to one claim for "Accidental Damage"). Once a claim has been successful, the policy cannot be cancelled.

## **6. MISUSE OF EQUIPMENT & AIRTIME CONDITION**

You must notify us immediately upon discovery of the theft or loss of your Equipment to enable us to bar your airtime connection if the airtime contract is processed by The Cellphone Store Ltd. T/a Comms Connect and we have third party access to your account. If we do not have third party access to your account, please contact your network provider immediately. It is mandatory to report the theft or loss of your device to the Police immediately and obtain a crime reference number. Please forward a written copy of the Police report & crime reference to us for approval.

## **7. PAYMENT OF PREMIUMS**

The liability of the Company under this Contract for any Period of "Aftercare" shall be conditional upon payment in advance from the Customer to 'The Cellphone Store Limited' T/a Sentinel Aftercare of the premium due for that Period of "Aftercare". The Company reserves the right to alter the initial premium for future Periods of "Aftercare" with not less than 30 days' notice to the Customer.

## **8. BASIS OF SETTLEMENT**

Claims under this Contract will be settled on an indemnity basis. The Company shall, wherever possible, replace the property with Equipment of an identical specification (usually fully refurbished). The Company reserves the right to replace with equipment of a similar specification where necessary.

## **9. CONDITIONS**

9.1 The Customer must take and cause to be taken all reasonable precautions to avoid and reduce any loss, theft, or damage to the Equipment. 9.2 The Customer will take full advantage of any manufacturer's, supplier's, or repairer's guarantee or warranty given on the Equipment. 9.3 In the event of theft or loss potentially resulting in a claim under this "Aftercare," the Customer must immediately inform the Police and obtain a crime reference number or transport authority and obtain a reference number regarding theft & loss.

## **10. SALVAGE AND SUBROGATION**

10.1 The Company shall be entitled to take and keep possession of damaged or recovered Equipment covered under this contract and to deal with the salvage reasonably. No Equipment shall be abandoned by the Company. 10.2 The Company may pursue proceedings without further cost to the customer as it sees fit in the name of the customer in relation to the Equipment. The customer shall provide all such assistance as the Company may require.

## **11. FRAUD**

11.1 If any claim or application made in relation to this Contract is fraudulent in any respect, all benefits under this Contract shall be forfeited.

## **12. CANCELLATION**

Minimum contract term is 12 months. Neither the Company nor the customer shall be bound to renew this Contract. If the customer decides not to renew at the end of the term, notice should be provided by registered letter to the other party 30 days before the end of the Contract. Such cancellation to take effect 30 days from the date of posting. Prior to any cancellation being processed, all premiums must be paid up to date. Early cancellation of the direct debit payment during the term of the Contract will render the customer liable for any remaining payments within the term of the Contract.

## 13. DATA

13.1 We will endeavour to protect your personal data, but as the transmission of data via the internet is not entirely secure, we are unable to guarantee this. Once received by us, we will use strict procedures and security features to try to prevent unauthorized access. Our policies comply with Article 5(1) of GDPR.

13.2 Unless otherwise specified, we will only collect basic personal information about you, excluding any special categories of personal information.

13.3 The Cellphone Store Ltd T/A Comms Connect will act as the “Controller” of your personal data. We may send promotional emails through our customer relationship management system The Layer (thelayer.com), acting as a “data processor” for this purpose. Servers used for storing personal data by both companies mentioned are within the European Union.

13.4 The Cellphone Store Ltd T/A Comms Connect manages data in accordance with GDPR requirements effective 25 May 2018.

13.5 Further details regarding the use of personal data can be found on our website at [www.commsconnect.co.uk](http://www.commsconnect.co.uk).