



Terms & Conditions

Mainlink Communications Ltd

Simon
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1.0 Title of Goods

1.1 Goods shall remain the property of Mainlink Communications Limited until all payment has been received in full and any contractual obligations fulfilled.

1.2 In addition to 1.1, goods shall remain the property of Mainlink Communications Limited until any contractual or leasing obligations have been completed in full. This includes the fulfilment of any relevant time scales or payment of interest. Please see section 10 for further information.

2.0 Payment terms

2.1 Mainlink Communications Limited shall be entitled to invoice for goods on the date of shipment.

2.2 For account customers Mainlink Communications Limited terms are that the buyer shall pay the sellers invoice within 30 days of the invoice date.

2.3 Non-account orders and special orders must be paid to the full invoice amount before the goods are ordered. Payment must be made via cleared funds or credit card.

2.4 If an account is not settled within 30 days Mainlink Communications Limited reserves the right to decline to deliver any further goods or services until settlement is received.

3.0 Customer incentives

3.1 All incentives are offered at the discretion of Mainlink Communications Limited and subject to withdrawal without prior notification.

3.2 Incentives in the form of a "hardware fund" are retained by Mainlink Communications Limited to be used against the purchase of products and services supplied by Mainlink Communications Limited.

3.3 Hardware funds may not be used against the purchase of special order goods unless agreed by Mainlink Communications Limited in writing.

3.4 There is no cash alternative to an agreed hardware fund.

3.5 Hardware funds are not available for use for the first 45 days after connection.

3.6 Hardware funds are non-transferable.

3.7 Any outstanding balance of a hardware fund at the point of cancellation of an agreement with Mainlink Communications Limited or the cancellation of associated products / services shall become the property of Mainlink Communications Limited unless otherwise agreed.

3.6 Incentives in the form of "cash back" shall be paid at the earliest 100 days after the date of connection and no later than 200 days after connection.

3.7 Cash back figures, once agreed, are final and non-negotiable.

3.8 Cash back claims are only valid when accompanied by a completed, signed and dated "Rebate Application Form".

3.9 All decisions regarding incentives shall be made by Mainlink Communications Limited and are not subject to dispute or appeal.

4.0 Order Acceptance

4.1 All orders are either to be faxed to 0845 345 3994 or e-mailed to sales@mainlink.co.uk on official headed paper with an accompanying purchase order number signed by the appropriate ordering authority.

4.2 The official cut off times for orders is 1500 hours Monday to Friday. Orders shall not be accepted on the weekends.

4.3 All orders will be dispatched in accordance with order details. Any shortfalls within an order will be notified to the customer giving an estimated delivery forecast for the order balance, where possible.

4.4 Mainlink Communications Limited shall not be held liable for deliveries where a third party fails to meet deadlines.

4.5 We reserve the right to decline any order for any reason.

4.6 Mainlink Communications Limited may at any time substitute another product to fulfil the function required if the original is unavailable or discontinued.

5.0 Delivery

5.1 If your goods fail to arrive within 28 days of dispatch, you will have the option of either a full refund or a replacement shipment.

5.2 Where an incorrect address has been given to Mainlink Communications Limited with the order we reserve the right to charge for any extra carriage costs incurred.

5.3 Please contact us to request a copy of the latest details of our postage charges.

6.0 Returns

6.1 If your goods arrive faulty or damaged, or a fault becomes apparent in the first 14 days after delivery, we will either provide a full refund or dispatch new goods as soon as possible after the faulty goods have been returned, subject to identification of the fault falling within the product warranty.

6.2 If the goods are not faulty you have 7 days from the day after the date of invoice to cancel the order and return the goods for a refund. A refund will be provided within 30 days of no less than 50% of total value to cover costs.

6.3 All goods must be returned in working order, in an as supplied condition, including any accessories, manuals, chargers, software and packaging. No refund will be available for goods returned not in this condition, unless agreed in writing by Mainlink Communications Limited or its representatives.

6.4 Goods that are special order cannot be returned if not required. This doesn't affect your right as in 6.1.

6.5 Any goods returned to Mainlink which satisfy 6.1, 6.2 and 6.3 will be eligible for a refund less 50% restocking fee.

7.0 Warranty

7.1 The goods shall be covered by the manufactures standard warranty terms and provisions and shall not be less than 12 months from date of delivery.

8.0 V.A.T

8.1 All prices listed on the site exclude V.A.T unless stated otherwise.

9.0 Pricing

9.1 Whilst we endeavour to ensure the prices on our web site are as accurate as possible, we reserve the right to change a price in exceptional circumstances. If a price is corrected due to exceptional circumstances, customers will be informed of the change before payment is processed and offered the opportunity to cancel the order.

9.2 If an order is placed for an item with an erroneous price, and the erroneous price is less than the cost price of the item, we reserve the right to offer to process the order at cost price or the opportunity for the customer to cancel the order.

9.3 Prices on orders for out-of-stock or pre-release items are valid for one week after the order is placed. When stock becomes available, should the actual price differ from that which was quoted, then the customers will be informed of the change before payment is processed and offered the opportunity to cancel the order.

10.0 Business Customers

10.1 If you are a business or if the goods are used wholly or in part for business purposes, we shall not be liable to you for any business loss including loss of profits, (whether direct or indirect) data, revenue, goodwill, or incidental, or consequential loss that you may suffer as a result of the purchase of goods from us. Any other liability shall be limited to the price paid for the goods. We do not exclude our liability for death or personal injury.

10.2 If you have a credit account with us payment is due 30 days after the date of our invoice and we may charge interest for late payment calculated daily at 4% above National Westminster Bank rate both before and after judgment.

10.3 If you wish to open a business account please contact us on 0845 345 3995.

11.0 Mobile phone airtime customers

11.1 Customers purchasing mobile phone airtime, whether they are business or private, shall be bound to the standard conditions of both their Service Provider and Network, in addition to the terms of Mainlink Communications Limited.

11.2 Customers subscribing to any airtime contracts may not reduce their airtime tariff for a period of 100 days after connection.

11.3 Failure to comply with 11.2 will result in the customer being charged for any financial penalty incurred to Mainlink Communications Limited by their actions plus a reasonable additional charge to cover any administrative costs incurred. Alternatively it may result in the reduction or removal of an incentive as discussed in section 3.

11.4 The customer will be deemed to have completed their contractual obligations once they have completed their initial contractual period with their service provider.

11.5 Customer buying out of their contracts, whilst still within the agreed minimum period, shall be deemed to have not completed their contractual obligations and so subject to clause 1.1, 1.2, 11.6 and 11.7.

11.6 Mainlink Communications Limited reserves the right to charge for received goods supplied against a contract, where the contractual obligation is not completed in full, but terminated within the minimum term period.

11.7 In the event that said equipment was supplied for free based upon a contractual minimum period and that said period is not met as in 1.3, Mainlink Communications Limited shall be entitled to charge for the equipment at market rates back dated to the date of supply. These charges may also be subject to an additional restocking fee as laid out in section 6.

12.0 In car installation customers

12.1 Customers requiring a service call to repair or replace faulty hardware, within the first year of installation; will not be charged for anything other than reasonable traveling charges unless the fault is found to be due to customer damage, negligence, ignorance or wilful miss use.

13.0 General

13.1 These terms are governed by the laws of England and Wales and any disputes will be decided only by the courts of England and Wales.

The above policies are part of our commitment to high quality service and supersede all previous terms and conditions. They do not affect your statutory rights as a consumer.

14.0 How to make a complaint

Write to us at:

Mainlink Communications Ltd
Unit 14 Hedge End Business Centre
Botley Road
Southampton
SO30 2AU

Please include your name, address and contact number.

If you're making a complaint about your mobile phone account, you'll need to include the mobile number your complaint relates to.

If you're not happy with the way we're handling your complaint, please contact us and let us know why you're not happy and we will do all we can to resolve the matter for you.

15.0 About your consumer rights

Get free advice from your local citizen's advice bureau (CAB), consumer advice centre, local-authority trading standards or consumer protection department. You'll find their contact details in the local telephone directory or ask at your town hall or local-authority offices.

16.0 Revision of terms

Terms and conditions subject to change, revision and alteration without prior notification.