

## CONTENTS

---

### CLAUSE

1.	These terms .....	1
2.	Information about us and how to contact us .....	1
3.	Our contract with you .....	1
4.	Our products .....	2
5.	Your rights to make changes .....	2
6.	Our rights to make changes.....	2
7.	Providing the products .....	2
8.	Your rights to end the contract .....	4
9.	How to end the contract with us (including if you have changed your mind) .....	5
10.	Our rights to end the contract.....	7
11.	If there is a problem with the product .....	7
12.	Price and payment.....	8
13.	Our responsibility for loss or damage suffered by you .....	9
14.	How we may use your personal information .....	9
15.	Other important terms .....	9

## OUR TERMS

### 1. THESE TERMS

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or digital content.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 **Who we are.** We are Guardian Tech Ltd, a company registered in England and Wales. Our company registration number is 9615162 and our registered office is Guardian Tech Ltd, Jubilee Business Park, 14 – 16 Jubilee Parkway, Derby, DE21 4BJ (please note that this is not our address for correspondence).
- 2.2 **How to contact us.** You can contact us through our contact page on our website [www.guardiantech.co.uk/contactus](http://www.guardiantech.co.uk/contactus) or by writing to us at Guardian Tech Ltd, 2 Victoria Way, Pride Park, Derby, DE24 8AN.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

### 3. OUR CONTRACT WITH YOU

- 3.1 **How we will accept your order.** Your order is an offer to buy from us. We will send you an order acknowledgement email detailing the products you have ordered. Please note that this email is not acceptance of your order by us.
- 3.2 **When the contract is formed.** Nothing that we do or say will amount to any acceptance of your offer until we send you an email notifying you that we have despatched a product to you. At this point, a contract will be made between us for you to buy and us to sell the products that you have ordered from us. Where products are despatched our acceptance of the order in respect of each product takes place when we notify you by email of such despatch.
- 3.3 **If we cannot accept your order.** At any point up until the contract is made, we may decline to supply a product to you. If we are unable to accept your order and you have already paid for it, we will inform you of this in writing and will give you a full refund of any amount already paid for that product.

3.4 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.5 **We only sell to the UK.** Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from or deliver to, addresses outside the UK.

#### 4. **OUR PRODUCTS**

4.1 **Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 **Product packaging may vary.** The packaging of the product may vary from that shown on images on our website.

#### 5. **YOUR RIGHTS TO MAKE CHANGES**

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

#### 6. **OUR RIGHTS TO MAKE CHANGES**

6.1 **Minor changes to the products.** We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example, to address a security threat to the digital content or the device itself.

6.2 **Updates to digital content.** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

#### 7. **PROVIDING THE PRODUCTS**

7.1 **Delivery costs.** The costs of delivery will be as displayed to you on our website.

7.2 **When we will provide the products.** When we despatch the product to you we will email you confirming acceptance of your order and will confirm the estimated date for delivery which in any event will be within 14 days.

- 7.3 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.4 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 7.5 **If you do not re-arrange delivery.** If, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 10.2 will apply.
- 7.6 **Your legal rights if we deliver late.** You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the contract as at an end straight away if any of the following apply:
- (a) we have refused to deliver the products;
  - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
  - (c) you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.7 **Setting a new deadline for delivery.** If we deliver late but you do not wish to treat the contract as at an end straight away, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.8 **Ending the contract for late delivery.** If you do choose to treat the contract as at an end for late delivery under *clause 7.6* or *clause 7.7*, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some or all of those products. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered, you must email us at [orders@guardiantech.co.uk](mailto:orders@guardiantech.co.uk) for a return label. You must bear the direct cost of returning the products.
- 7.9 **When you become responsible for the product.** The product will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.

- 7.10 **When you own goods.** You own a product which is goods once we have received payment in full and we have despatched the product to you.
- 7.11 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, your name, delivery address, billing address, e-mail address, telephone number and payment information. If so, this will have been stated in the description of the products on our website. We will contact you [in writing] to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.12 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes;
  - (b) update the product to reflect changes in relevant laws and regulatory requirements;
  - (c) make changes to the product as requested by you or notified by us to you (see clause 6).
- 7.13 **Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 14 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 7.14 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 12.4) and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 12.6). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 12.5).

## **8. YOUR RIGHTS TO END THE CONTRACT**

- 8.1 **When you can end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or to get some or all of your money back), **see clause 11;**
- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;**
- (c) **If you have just changed your mind about the product, see clause 8.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods;

8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to;
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 14 days; or

8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 **How long do I have to change my mind?** You have 14 days after the day you (or someone you nominate) receives the goods, **unless:**

- (i) **Your goods are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

## 9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know via our webpage [www.guardiantech.co.uk/contactus](http://www.guardiantech.co.uk/contactus) or by writing to us at Guardian Tech Ltd, 2 Victoria Way, Pride Park, Derby, DE24 8AN. Please ensure that you provide your name, home address, details of the order and, where available, your phone number and email address.

9.2 **Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the goods in person to where you bought them or post them back to us. Please email us at [orders@guardiantech.co.uk](mailto:orders@guardiantech.co.uk) for a return label. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract. The goods must be returned in their original state (which includes the removal of subscriptions to the device and unbinding the administrator's account from the product) and with the original undamaged packaging.

9.3 **When we will pay the costs of return.** We will pay the costs of return:

- (a) if the products are faulty or misdescribed;
- (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances, including where you are exercising your right to change your mind, you must pay the costs of return.

9.4 **How we will refund you.** We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.5 **Deductions from refunds.** If you are exercising your right to change your mind:

- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
- (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- (c) In the event that you cause damage to the product beyond economic repair through using an incompatible SIM you will not be entitled to a refund of the price paid.

9.6 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2

## 10. OUR RIGHTS TO END THE CONTRACT

10.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, your name, delivery address, billing address, e-mail address, telephone number and payment information;
- (c) you do not, within a reasonable time, allow us to deliver the products to you.

10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## 11. IF THERE IS A PROBLEM WITH THE PRODUCT

11.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can write to us through our contact page on our website [www.guardiantech.co.uk/contactus](http://www.guardiantech.co.uk/contactus) or by writing to us at Guardian Tech Ltd, 2 Victoria Way, Pride Park, Derby, DE24 8AN

11.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is **goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected life of your product your legal rights entitle you to the following:

- up to 30 days: if your item is faulty, then you can get a refund.
- up to six months: if your faulty item can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- up to six years: if the item can be expected to last up to six years you may be entitled to a

repair or replacement, or, if that doesn't work, some of your money back.

If your product is **digital content**, for example a mobile phone app or a subscription to a music streaming service, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement.
- if the fault can't be fixed within a reasonable time, or without causing you significant inconvenience, you can get some or all of your money back
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

11.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must post them back to us. Please email us at [orders@guardiantech.co.uk](mailto:orders@guardiantech.co.uk) for a return label.

## 12. PRICE AND PAYMENT

12.1 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of product advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.

12.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

12.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

12.4 **When you must pay and how you must pay.** We accept payment with all major credit and debit cards (excluding American Express) and predefined payment gateways, such as PayPal, Worldpay and PayMate. Payment for your products will be taken at the time you place your order.

12.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

### 13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

### 14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the products to you;
- (b) to process your payment for the products; and
- (c) if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these at any time by contacting us.

14.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

### 15. OTHER IMPORTANT TERMS

15.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

15.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if, taking all things into consideration, the transfer will have an adverse effect on Guardian Tech Ltd.

15.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

- 15.4 **Disclaimer and limit of liability – Wherecom Application.** Guardian Tech Ltd do not own, operate, control or supply the ‘Wherecom’ application digital software (‘the App’). The App is third party software, created, developed, updated and released by Wherecom. All digital content provided by Wherecom, including but not limited to the Wherecom App and downloaded to your device(s), installed and used by you (someone on your behalf) is at your (their) own risk. The App Terms and Conditions should be sought through the App. No contract exists between you and Guardian Tech Ltd in relation to the App or any account created by you in order to use the App. We offer no express or implied warranty or guarantee in relation to the App and make no representation in relation to the quality or availability of the App. We will not be liable for any loss or damage arising from the use or inability to use the App.
- 15.5 **Disclaimer and limit of liability – Communication Services.** Guardian Tech Ltd do not own, operate or control SIM cards, Electronic Communications Network(s) (ECN), Electronic Communications Service(s) (ECS) or Global Positioning Systems (GPS), General Packet Radio Services (GPRS), Location Based Services (LBS), Global System for Mobile communications (GSM) or telephony (“Communication Services”). We will not be liable for any loss or damage arising from the use or inability to use the Communications Services.
- 15.6 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.7 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 15.8 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.