



O2 Equipment Only Agreement

This document outlines the terms and conditions when you buy Equipment, without any connected airtime, from O2 stores, telesales or our website. If you'd prefer to receive a hardcopy of these terms you can pick up a copy in an O2 shop or ask our Customer Service team to send you a copy. You can find the different formats available here, www.o2.co.uk/access-for-all.

This Agreement sets out both of our rights and responsibilities. It is for consumer customers only purchasing goods for their own personal use. If you're an O2 Business customer, then our [O2 terms and conditions for businesses](#) apply.

Your O2 Equipment Only Agreement with us is made up of the following different parts:

- 1. Your Order**
- 2. Delivery & Collections**
- 3. Changing Your Mind**
- 4. Returns & Refunds**
- 5. Faults & Repairs**
- 6. Using Your Equipment**
- 7. Your Information**
- 8. General**

1. YOUR ORDER

1.1 If you placed an order online, over the phone/web-chat, or have pre-ordered through our stores, then our acceptance of your order will take place only once we've dispatched it and not before. Sometimes, we may restrict the volume of items that can be sold in one transaction or of a particular type of Equipment. Once we've accepted your order, O2 shall continue to own any goods ordered until it has received payment in full from you or, if you have chosen to pay on credit, until we apply the credit as payment for the Equipment, even though the goods may have already been delivered to you.

1.2 If we are unable to accept your order, we'll let you know. This might occur for a number of reasons including (but not limited to) because the Equipment is out of stock, a credit reference we have obtained for you does not meet our minimum requirements, we have identified an error in the price or description of the product or we are unable to meet a delivery deadline you have specified. You won't be charged and any upfront payments you've made will be refunded to you.

1.3 When you buy from us you agree to give us any information we reasonably ask for in relation to this Agreement and that any information you give us is factually correct and up-to-date.

1.4 If you're placing an order online, over the phone or if you're paying on credit, you must give us your current email address and postal address so we can send you Notices and other important communications from us. You cannot provide us with addresses for businesses or organisations. You must keep these addresses up-to-date and/or tell us immediately if there are any changes to them. You're responsible for making sure your email address works and you'll be responsible for all consequences for errors in sending and receiving email (including our emails being directed to your "junk mail") unless we're negligent. If you want to update the email address we have for you, please do this online using My O2 or contact us. You can see the different ways to contact us by visiting the 'Contact Us' section of our Website.

1.5 Equipment we supply will fit with the manufacturer's description and packaging but digital Content (such as apps or software) preloaded on such Equipment may contain minor defects and such Content should be judged against quality standards proportionate to the value of those digital goods. Always keep your Content up to date. You have the right to reject defective Equipment within the periods of time set out in our [Returns Policy](#) on our Website.

1.6 Payment methods

You must pay for your Equipment at the time of purchase (which includes signing a Device Plan). The following methods of payment may be available to you for Equipment only purchases:

- **Online**— we accept credit arranged through O2 or one of its credit partners (e.g. a Device Plan), all major credit & debit cards, PayPal, Apply Pay & e-vouchers (where applicable).



- **Telesales** – we accept credit arranged through O2 or one of its credit partners (e.g. a Device Plan), all major credit & debit cards & e-vouchers (where applicable).
- **In Store** – we accept cash, all major credit & debit cards & e-vouchers (where applicable).

The payment methods available to you depend on the Equipment you are purchasing. The available payment methods will be presented to you in your purchasing journey.

1.7 Paying by credit

When paying with credit, you must comply with the terms of your Device Plan. You may have to pay an upfront amount at the time you order with the remainder payable in monthly instalments, as set out in your Device Plan. You must pay your monthly instalments by Direct Debit.

If you agreed to buy your Equipment under a Device Plan, the terms for payment of the Equipment will be as set out in that Device Plan. The terms of the Device Plan will take precedence in the event of any conflict between it and this Agreement.

If you've chosen to pay by credit, you can get a copy of your payment schedule and Device Plan in your online My O2 account or by contacting us. To log into My O2 or to set up a My O2 account go to www.accounts.o2.co.uk. You can see the different ways to contact us by visiting the 'Contact Us' section of our Website.

1.8 Prices

The price for Equipment will be detailed on our Website or in-store price tickets and will be confirmed in your order confirmation or receipt. Prices may be adjusted from time to time and prices available online, in stores and through telesales may differ.

2. DELIVERY & COLLECTIONS

2.1 If you ordered your Equipment for delivery or Click and Collect, you'll be advised of the estimate time for delivery or collection when you place your order.

2.2 You will be provided with the delivery and collection options available to you and the associated costs when you purchase the Equipment. For more information on our delivery and collection options, go to www.o2.co.uk/help/device-and-sim-support/collection-and-delivery.

2.3 We are not responsible for delays outside our control. If our delivery of the Equipment is delayed then we will contact you as soon as possible to let you know.

2.4 Any Equipment that we deliver to you or that you collect is your responsibility once it is collected by you or delivered to you (or someone you have nominated). Once you've collected or received it and paid for it using one of the payment methods, you own the Equipment (including by signing a Device Plan).

3. CHANGING YOUR MIND

3.1 Unless we've said otherwise, if you purchase Equipment directly from us (rather than one of our distributors), you may return your Equipment to us once for a like for like replacement or cancel this Agreement before the end of the 14 day Change-Of-Mind Period and get a refund, provided the Equipment is returned in satisfactory condition. This is in addition to any statutory or regulatory rights you may have.

3.2 If you wish to change your mind, please let us know and return the Equipment as follows:

- **If you purchased online:** inform us you wish to change your mind by calling 0344 809 0202, then follow the instructions within the return information we post to you and post the Equipment to the address on the form provided;
- **If you purchased over the phone:** inform us you wish to change your mind by calling 0344 809 0202, then follow the instructions within the return information we post to you and post the Equipment to the address on the form provided;
- **If you purchased in store:** return the Equipment to one of our stores.

3.3 You must return any Equipment to us within 14 days from the date of your notice to us. Further details are set out in the [returns and repairs section](#) of our Website.



3.4 If you bought your Equipment on credit, you can find information on how to withdraw from the Device Plan in your Device Plan. The right you have to withdraw from your Device Plan does not affect your agreement for the purchase of the Equipment and you will be required to repay the total amount of credit in full no later than 30 days beginning with the day after the day on which you gave us notice of withdrawal.

3.5 This paragraph does not affect your statutory or regulatory rights.

4. RETURNS & REFUNDS

4.1 If you are returning Equipment by post, it must be returned to: O2 Returns Centre, Communications House, Vulcan Road North, Norwich, NR6 6AQ.

4.2 You must return any Equipment that we supplied or sold you as part of this Agreement, undamaged, unlocked (i.e. free of security or software locks) with proof of purchase, in the original packaging and complete with all the original parts, within the Change-Your-Mind Period. Before you return your Equipment, if applicable, make sure you've backed up everything you want to keep (like contacts and photos), removed all data from the Equipment, turned off your passcodes (in your device settings) and removed any security software. Check our Website, ask in an O2 shop or call customer services for details of our repair and returns processes.

4.3 **Postage.** Unless we tell you otherwise, we'll bear the reasonable postage costs of returning the Equipment with all original parts and the original packaging as long as you follow our [Returns Policy](#), otherwise you must bear the cost of returning the Equipment to us. If you do not, we may charge you the reasonable costs that we incur in collecting it, which may be substantial. You must make the Equipment available for collection on our request.

4.4 **Refunds.** If you are due a refund we'll refund that money to you when we get the Equipment back from you in satisfactory condition (which includes being free of any security or software lock). If you are entitled to a like for like replacement for your Equipment, you must return your original Equipment to us before we replace it, or if you are provided with a replacement before you have returned your original Equipment in line with paragraph 5.1, you may be charged for a Non-Return.

5. FAULTS & REPAIRS

5.1 If you bought your Equipment directly from us and it is defective, not in accordance with any description given to you by us, not reasonably fit for purpose or it develops a fault, you'll be able to return it for repair and, if applicable, a replacement or refund if you follow our [Faults and Repairs](#) policy.

5.2 If you do not return Equipment you claim is defective so that we can satisfy ourselves as to the defect, you'll be charged for a Non-Return.

5.3 Digital Content (such as apps or software) preloaded on such Equipment may contain minor defects and such Content should be judged against quality standards proportionate to the value of those digital goods.

5.4 You should contact us as soon as possible if any of the circumstances above apply to you to make sure that you are able to exercise any rights you have. Alternatively, if you experience any difficulties with your Equipment within your warranty period, you can contact the manufacturer for replacement or repair under the manufacturer's warranty service usually detailed in the User Guide(s).

5.5 Nothing in paragraph affects your statutory and regulatory rights.

5.6 We do not provide any guarantee that any Equipment is suitable for use with a particular service or Content.

6. USING YOUR EQUIPMENT

6.1 You must use the Equipment in the way described in any User Guides, or other instructions issued by us and in a responsible manner. If you are a parent or guardian, you are responsible for the use of the Equipment by a child or young person in your care.



7. YOUR INFORMATION

7.1 When you shop with us, enquire about our products or services or search our Website, we'll need information from you to help you find what you're looking for or process your order. The information you give us or that we collect will be processed in accordance with our Privacy Policy, which we can read in full [here](#). This includes, but is not limited to, if you have purchased your Equipment with a Device Plan, information held about you by credit reference agencies may be linked to records relating to your Financial Associate(s). For the purposes of this application you declare that you and your Financial Associate(s) are financially independent and you request that your application be assessed without reference to any "associated" records, although you recognise that this may adversely affect the outcome of your application. You believe that there is no information relating to your Financial Associates that is likely to affect our willingness to offer the Service to you. You authorise us to check the validity of this declaration with credit reference agencies and if we discover any associated records, which would affect the accuracy of this declaration we may decide not to proceed with the application on this basis. For the purpose of this paragraph a "Financial Associate" is someone financially linked to you (for instance, a spouse, partner or family member). We may also refuse to accept payments from you where we identify an unusual pattern of payments or behaviour, or to comply with our anti-money laundering obligations. You can get more details from our public registration held by the Information Commissioner.

7.2 If you want to read more about the what personal information we have, how we use it and how you can check and update any of your personal information, please see our [Privacy Policy](#).

7.3 If you don't want your details to be used to send you marketing communications, you can update your marketing preferences at any time using the link in any marketing communication received. Alternatively, you can check and update your current preferences [here](#).

8. GENERAL

Limitation of Liability

8.1 Except as set out in paragraph 8.3 below, we have no liability to you for losses which haven't resulted naturally from our breach or which we could not have seen coming, or any loss of data, profits, business, costs, expenses, or any other form of financial loss. We will provide you with compensation that you are entitled to in accordance with your legal rights.

8.2 You agree we have no responsibility for the deletion, loss or corruption of any Content on your Equipment, unless we are negligent.

8.3 Nothing in this Agreement excludes or restricts the liability of either you or us for:

- (a) death or personal injury resulting from negligence; or
- (b) fraud or fraudulent misrepresentation.

8.4 If we're found to be liable to you including but not limited to breach of contract, tort (including negligence), misrepresentation or breach of statutory duty, our liability will not exceed £3,000 (except in either case under the paragraphs immediately above or below).

8.5 Nothing in this Agreement will exclude or restrict the liability of either you or us for any liability that can't be excluded or restricted by law.

8.6 Each of these paragraphs operates separately. If any of them is found by a Court to be unreasonable or inapplicable the other parts will still apply.

9. Loss of your Equipment

9.1 If your Equipment is lost or stolen, and you were paying for it on credit, you'll still be responsible for paying for it. Please see your credit agreement terms and conditions for more information.

10. Things beyond our reasonable control

10.1 Except for the obligations under paragraphs 1.6, if either of us can't do what we've promised because of something beyond our reasonable control (such as lightning, floods, exceptionally severe weather, fire, explosions,



epidemics, pandemics, war, civil disorder, industrial disputes, acts of terrorism, acts or omissions of others for whom we're not responsible (including other telecommunication providers), acts of local or central Government or other competent authorities), neither of us will be liable for this.

11. Assignment

11.1 You can't assign or transfer any of your rights under this Agreement to anyone else unless we agree in writing.

11.2 We can assign or transfer our rights and obligations under this Agreement or any part of it or a Related Agreement, on the same terms, to any third party.

12. Notices

12.1 Any Notice related to this Agreement must be:

(a) by you in writing and delivered by hand or sent by pre-paid post, to us at the address on your bill or be delivered through the 'Contact Us' section of our Website. You'll need to tell us your full name, address, account number and mobile phone number when sending notice through the 'Contact Us' section of the Website; and/or

(b) by us in writing by post or email to you at the most recent address you've given us (and you must keep us updated if your details change), or by SMS, My O2 or bill communication, Website notification or other method of written notification which we may reasonably use to communicate with you.

13. Changes to the Agreement

13.1 We can make reasonable changes to this Agreement at any time and you will not have any right to terminate this Agreement in light of changes we make which are not to your significant disadvantage. All changes will be posted on our Website. Please check regularly for updates.

13.2 If we change the terms and conditions of this Agreement to your significant disadvantage (in our reasonable opinion) we'll give you 30 days' Notice before the changes take place and you may have a right to terminate this Agreement as a result.

13.3 If you take an insurance policy from or through us, we'll exchange information about you and your account relating to that policy with the underwriters of the policy with the administrators of the policy and with any relevant insurance intermediaries (the "**Insurance Providers**"). Your personal data will be collected and processed by us, our agents and the Insurance Providers to the extent necessary for the policy described. This will include when we're making a decision about your eligibility for cover, premiums, assessing claims, and carrying out fraud prevention measures. We and the Insurance Providers may also pass information to law enforcement authorities, regulators and the Financial Services or the Communications Ombudsman.

14. Is there anything else?

14.1 If either you or we choose not to, or delay in, enforcing any right or remedy under this Agreement this won't be a waiver of those rights or remedies. If you break this Agreement, and we choose to overlook it, we can still end this Agreement if you break it again and vice versa.

14.2 If you want to complain about our Service, contact customer services (details are on your bill or on the "**Contact Us**" section of the Website). If you are still unhappy you can write for an impartial review to: O2 Complaints Review Service, PO BOX 694, Winchester, SO23 5AP. Please include your mobile phone number if you write to us. If we don't resolve your complaint you can contact the Communications Ombudsman. The Communications Ombudsman website is www.commsombudsman.org. You can contact them on 0330 440 1614, email enquiry@commsombudsman.org or write to them at PO Box 730, Warrington WA4 6WU. They offer a free, independent service, but will only deal with your complaint if it's still unresolved after 8 weeks or there is a deadlock situation. You can check our website for a copy of our Code of Practice on complaints and for our latest information on alternative dispute resolutions. We are here to help. If something goes wrong, we want to put it right. You can find out more about our complaints process in our Customer Complaints Code which can be found at www.o2.co.uk/how-to-complain

14.3 Each of the paragraphs of the Agreement operates separately. If any of them are found by a Court to be unreasonable or inapplicable the others will still apply.



14.4 Third parties can't benefit from this Agreement or Related Agreements under The Contracts (Rights of Third Parties) Act 1999.

14.5 This Agreement is governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales, which both you and we submit to. In addition to any rights and remedies provided to you in your Agreement with us, you also have other legal rights and remedies under consumer law. Some of the key legal rights you have are contained in the Consumer Rights Act 2015. For more information on your legal rights you may wish to seek independent legal advice or contact your local Citizens Advice Bureau.

15. The Definitions

15.1 In this Agreement (including these General Terms):

"Agreement" means this O2 Equipment Only Agreement (which includes our Privacy Policy and any other relevant terms specified on our Website);

"Change-Of-Mind Period" means the number of days you have to cancel this Agreement and/or return or swap your Equipment for a like for like replacements, which will be 14 days after the day you receive your Equipment and/or SIM Card, unless otherwise specified;

"Content" means textual, visual or other information, software, photos, video, graphics, music, sound and other material appearing on or available through the Service including all information supplied by third party content providers from time to time. Content may be chargeable;

"Device Plan" means a Fixed Sum Loan Agreement (sometimes known as a credit agreement) made to finance the purchase of your Equipment;

"Equipment" means the mobile phone, laptop computer, netbook, tablet, wearable device, headphones, accessory or any goods we supply to you under this Agreement;

"Financial Associate" means someone financially linked to you (for instance, a spouse, partner or family member);

"Insurance Providers" means the underwriters and administrators of any insurance policy you take from us;

"Non-Return" means Equipment which we do not receive back into the relevant sales channel (e.g. an O2 shop or the location on the returns label if sold through a distance channel), or Equipment which is damaged, locked or disabled by security programmes or other software so that we are unable to check it for defects; not in its original packaging and/or lacking the required proof of purchase;

"Notice" means notice given in accordance with paragraph 12;

"O2 Equipment Only Agreement" means the terms set out in this agreement governing the sale of Equipment by us to you;

"Related Agreement(s)" means other terms and conditions which you separately agree to, under which we or our group companies agree to provide you with good(s) or service(s);

"User Guide" means any guide(s) or documentation supplied with your Equipment either by us or by your Equipment's manufacturer that provides information on your Equipment;

"Website" means our website at www.o2.co.uk;

"We", "us", "our" or "O2" means Telefónica UK Limited of 500 Brook Drive, Reading, United Kingdom, RG2 6UU. Registered in England and Wales under Company number 1743099 and VAT number GB 386 4146 72. Telefónica UK Limited is authorised and regulated by the Financial Conduct Authority (Reference Number 718822); and

"You" means you, the customer who this Agreement is made with and includes any person that we reasonably believe is acting with your authority (including using your account).