

Terms and conditions

GSM International

This page (and any other documents that are referred to on it) contains the Terms and Conditions (or T&C's) on which we supply any of the products listed on our website www.gsminternational.co.uk ("our website") to you.

Please read these Terms and Conditions carefully before ordering any products from our website. You should be aware that by ordering any of our products, you agree to be bound by these Terms and Conditions. If you have any questions or feel unsure about any of the content please contact Customer Service before placing an order. You can print the Terms and Conditions and keep a copy for your reference.

We have written these T&C's with the consumer in mind and have tried to make them as easy to understand as possible. To further enhance your understanding of the terms we have listed some words that are widely used throughout the document.

Terminology:

Contract – means any purchase of items from our site between us and you for which these T&C's are used for. • *Conditions* – means the standard T&C's of the sale, including the Returns Policy and any special terms and conditions confirmed in writing by us. • *Goods* – means the products or services which we have sold to you in accordance with our T&C's

- *We* – means GSM International, and "us" and "our" shall hold the same meaning.

Within these T&C's we shall use headings to aid your understanding of the document.

About Us

GSM International allows you to purchase Top-Ups or to top up your phone credit online quickly and easily for most UK Networks including: O2, Three, Vodafone, Lycamobile, T-Mobile, Labara Mobile, White Mobile.

In most cases (with most Networks) the top up is applied to your number / sim card directly so you don't have to do it yourself. In some cases the code is sent to you shortly after payment, so you will be able to top up your prepaid/PAYG SIM card to make calls, text, surf the internet. If you need to contact us, please contact our Customer Service centre, by email at customerservice@gsminternational.co.uk or support@gsminternational.co.uk

Any transaction you enter into with us through our website is entered into with GSM International Ltd which owns and operates this website.

Our company details are:

GSM International Ltd

55 Lansdowne Road

Bournemouth BH1 RN

UK

VAT number 926487292,

Company Registration No: 06383102.

Registered Office: 1 Sunburst House, Elliott Road, Bournemouth, Dorset, BH11 8JP

About the use of this website and our communication

By accessing our website you automatically agree to our Terms and Conditions. If you do not agree with them then please do not use our website. Our website is provided to you for your personal use only.

If you choose to access this website from outside the UK you are responsible for compliance with local laws if and to the extent local laws are applicable.

By placing an order through our website, you confirm that you are legally capable of entering into binding contracts, that the personal information which you provide when you register as a customer and place an order is true, accurate, current and complete in all aspects, and that you do not impersonate any other person.

We make no warranty that the website will meet your requirements or will be uninterrupted, 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 represent the full functionality, accuracy, and reliability of the website.

We may provide links to other websites such as mobile networks, Facebook, Twitter and Google +. If you follow these links you acknowledge and agree that we are not responsible for the availability or content or privacy practices of such external sites.

In our continuous effort to improve our services telephone calls with and by us may be recorded or monitored. We also may monitor incoming and outgoing emails.

Our employees and agents are not authorised to make any representations concerning the goods unless confirmed first by us to you in writing. When placing an order with us you acknowledge that you have not relied on any such representations which are not confirmed.

Making a contract with us

When you request to top up with us, you are making an offer to purchase our services to provide the top up facility online.

The order acknowledgment screen and subsequent email is an acceptance of your order. Acceptance of your order and formation of the contract will only take place once we have confirmed your card authorisation for your order or received your payment.

These Terms & Conditions apply throughout the process of ordering and activating the top up on your phone. **Once the top up has been received and you start using your top up, the individual phone providers Terms & Conditions will apply.**

Pricing Policy & Payment

All prices shown in the website are in Pounds Sterling (£) and inclusive of VAT at 20%. Where applicable, VAT may change from time to time. We accept the following payment methods: • Credit card (MasterCard/ VISA) • Pay-pal • Maestro We take payment from your card at the time we process your order. All credit card and debit card holders are subject to validity checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any delay or non-delivery.

After the order has been placed the user will have 120 days to complete payment. After which the order will be cancelled.

In case of unauthorised use of payment methods (including, among other things, theft, swindling, misappropriation or fraud) GSM International is authorised to stop providing the services.

In cases of suspicion of unauthorised use, GSM International is authorised to delay availability of services until the necessary security checks have taken place.

Ordering your Top Up

We have tried to make topping up with us as easy as possible.

To top up using our site, follow these simple steps: 1. Select your desired network provider. 2. Select the desired credit to be added to your phone. 3. Check the order details. 4. Proceed with payment.

Once you have purchased and paid for the desired top up you will receive an email confirming payment has been received and a further email confirming your number has been topped up or, in some cases, (depending on the Mobile Network you wish to top up) you will receive an email with the top up code.

By placing an order with us you assume full responsibility for acquiring the correct top up for your phone. Any incorrect top ups purchased by mistake cannot be refunded or exchanged.

You must ensure all information provided to us in relation to your top up is correct. Any mistakes made by you which results in an unsuccessful top up cannot be refunded by GSM International.

When placing an order you have agreed that these Terms and Conditions apply to such order.

Withdrawal policy

You may withdraw from the purchase of the top up, up until the time in which it is made available to you. Top ups will be available to you when the top up has been applied to your number, the code is shown on the screen (after payment) or once you receive an email containing the top up code. If you experience a fault when processing your top up, please contact us to discuss further.

Complaints Procedure

We do our utmost to provide you with the best information, products and services possible. In the case you do have a complaint or other comment to make please contact us by telephone, email or post at the earliest possibility clearly explaining the feedback you have. We will reply within 14 days.

Data protection, privacy and security

For information please see our separate document on Data protection, Privacy and Security.

Copyright

This website's content (including text, design, layout, images, and videos) are protected by copyright and are the property of GSM International. Any use other than for your own personal and non-commercial use in line with the transactions and communications between you and us is not allowed without our express written permission.

Liability and Indemnity

Our liability for losses you suffer as a result of us breaking these Terms and Conditions is strictly limited to the purchase price of the service you purchased. Except as set out above and in relation to our contractual obligations to supply goods and/or services following acceptance of orders placed on our website, neither we nor any of our agents, affiliates, directors, employees or other representatives will be liable in contract, tort, negligence or otherwise for any loss or damage whatsoever in any way connected with your use of the website.

You agree to indemnify us and our agents and officers, directors and employees, immediately on demand, against all claims, liability, damages, costs and expenses, including legal fees, arising out of any breach of these Terms and Conditions by you. We may terminate your use of the website immediately if we consider that you have breached these Terms and Conditions.

Jurisdiction

These Terms & Conditions and all matters connected with any order you place on our website are governed by English law and you agree to submit to the exclusive jurisdiction of the English courts in relation to all matters connected with, or arising out of, the website or any order you place on the website.

All dealings between us in connection with our T&C's and each purchase shall be carried on in the English language.

You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under these Terms to another organisation, but this will not affect your rights under these Terms.

General

These Terms apply to our information and offer to you, the agreement between us and any related communication. We may change our Terms and Conditions at any time, so please do not assume that the same terms will apply to future orders. In the event of any of these Terms and Conditions to be invalid or unenforceable the remainder of these Terms and Conditions will remain in place. No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions that is caused by events outside our reasonable control which includes any strikes, civil commotion, terrorist attack or threat of terrorist attack, , fire, explosion, flood, other natural disaster, impossibility of the use of public or private transport, impossibility of the use of public or private telecommunications networks or any acts, decrees, legislation, regulations or restrictions of any government.

If any of these Terms and Conditions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

These Terms and Conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into a contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such contract except as expressly stated in these terms and conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.