

TERMS & CONDITIONS – PURCHASE OF GOODS

1. Definitions

1.1. In these Terms the following words will have the meanings set out below:

"Goods" means any goods you purchase under these Terms;

"Terms" means these terms and conditions; and

"Us/our/we" means UNSHACKLED.com Limited.

2. Application of these Terms

2.1. These Terms apply to anyone who orders Goods from us. Please read these carefully before you place an order. Once you place an order you agree to be bound by these Terms.

2.2. We reserve the right to modify the price or the content or withdraw, some or all of the Goods available.

2.3. We also reserve the right to change or add to these Terms from time to time.

2.4. Dates for delivery of Goods are estimates only. Whilst we will always do our very best to achieve these there will be times when delays may arise due to matters beyond our reasonable control.

3. Orders for Goods

3.1. Goods are available only to individuals who are eligible. The eligibility criteria include, without limitation, those whose applications are acceptable to us and our partners and those who are residents in the UK.

3.2. Each order you make will be treated as an offer to buy the Goods set out in that order. The contract will only be completed when we take a payment from you or when the Goods are dispatched, whichever is first.

3.3. We may limit, restrict or reject any order you place at any time before the contract was been completed.

4. Price and Payment

4.1. The price of the Goods shall be the price set out in the order that we accept. Prices include VAT at the prevailing rate.

4.2. You may pay for the Products by making a one off payment or alternatively if you prefer (and subject to satisfying the applicable eligibility criteria) your purchase may be facilitated by a loan provided by a financial provider.

4.3. If you do take out a loan to facilitate the purchase of Goods you will need to enter into a loan agreement with the relevant financial provider. Although we will provide you with information about your loan this information will have been provided to us by the applicable financial provider therefore you should contact the applicable financial provider if you wish to take action or have any queries in respect of your loan.

4.4. Once your Goods have been collected and/or otherwise received by you, all risk of damage to, or loss of, the Goods shall pass to you.

4.5. Ownership in the Goods shall pass to you once we have been paid in full for the Goods.

5. IMPORTANT: YOUR RIGHT TO CANCEL

5.1. You have certain cancellation rights available to you under UK law.

5.2. You may cancel any order for Goods at any time within 14 calendar days from the day after receiving such Goods, without liability to us.

5.3. You may cancel your order by emailing us on talktous@unshackled.com. Any cancellation notice must be given before the end of the 14 calendar days period referred to above.

5.4. If you cancel an order for Goods, they must be returned to us within 14 days of you informing us of your wish to cancel, complete (with any accessories, leads or other items provided with the Goods) and undamaged, with proof of purchase. If you fail to return the Goods in this manner, we may charge you the costs we incur in recovering the Goods from you or the retail value of any missing or damaged items.

- 5.5. You must return the Goods to the address notified to you by our customer service team once you inform them you wish to cancel your order in accordance with this clause 5.
 - 5.6. You shall be under a duty to take reasonable care of the Goods until they have been received by us and it is your responsibility to ensure that the Goods are not damaged whilst in transit using transport arranged by you.
 - 5.7. Goods returned under this clause 5 should not have been used. If you use the Goods, you may lose your right to cancel your purchase. Use would include, but not be limited to using the Goods to make or receive a call, sending or receiving SMS/MMS, connecting to and/or accessing the internet, downloading, or using any functions of the Goods for example amending settings, saving data, adding a contact or appointment, taking a photograph or using an application. We reserve the right to charge you for the value of any Goods returned which have been used or damaged whilst in your possession, up to the full cost price of the Goods.
 - 5.8. If you cancel your order in accordance with the provisions of this Clause 5, subject to the provisions of Clauses 5.4 and 5.7, we will refund any sums paid by you in relation to your order (less our costs if we have to recover any Goods from you under Clause 5.4) within 14 days of such cancellation, only where the Goods have been returned or evidence of the Goods being returned (in accordance with Clause 5.4) is provided to us.
 - 5.9. If you exercise your right to cancel in accordance with this clause 5 and the purchase of your Goods has been facilitated by a loan then you will be deemed to have terminated your loan agreement with the applicable financial provider and we will, once we have received the Goods from you, return the money we received to fund the purchase to the applicable financial provider.
6. Your Personal Information
 - 6.1. We need to collect certain personal information to provide you with the Goods.
 - 6.2. You agree that we may use, update, share and process your personal information in accordance with our [privacy policy](#).
 - 6.3. If you would like us to tell you what information we hold about you please write to: Customer Services Dept, UNSHACKLED.com Limited at 18 Hilton Street, Manchester M1 1FR . We may charge a £10.00 administration fee.
 - 6.4. You will be able to give us consent so that we can contact you by post, e-mail, phone, SMS or MMS about products and services we offer and carefully selected third parties we believe may be of interest to you. You can make changes to your marketing preferences at any time by emailing us at talktous@unshackled.com to let us know the changes you require.
7. Limitation of Liability
 - 7.1. We will not be liable for any loss or damage caused wholly or mainly by your breach of these Terms.
 - 7.2. We will not be liable for any losses related to any business of a customer including but not limited to lost data, lost profits or business interruption.
 - 7.3. Nothing in these Terms will:
 - (a) exclude or limit our liability for death or personal injury resulting from our acts or omissions or those of our servants, agents or employees; or
 - (b) limit any of your statutory rights.
 - 7.4. All Goods will (unless otherwise stated) have the benefit of a manufacturer's warranty. This benefit is in addition to any other legal rights you have in respect of those Goods.
8. General
 - 8.1. We will not be liable for something we have failed to do due to something occurring that is out of our reasonable control.
 - 8.2. You may not but we may, assign, charge or otherwise dispose of our rights under these Terms.

8.3. These Terms are between you and us and, unless assigned in accordance with clause 8.2 above, no one else can benefit from these.

8.4. These Terms will be governed by English Law and to the extent a dispute arises it must be dealt with in the UK courts.

9. Complaints Process

9.1. We pride ourselves with the excellent customer service we provide. If you are unhappy with us for any reason, please contact our Customer Services Team by writing to UNSHACKLED.com, 18 Hilton Street, Manchester, M1 1FR or by emailing to talktous@unshackled.com.

9.2. We will aim to resolve your complaint within 48 hours if received via email and 7 working days if received by post. If we are not able to do so, we will provide you with an acknowledgement.

9.3. If you remain dissatisfied with our response, then depending on the nature of your complaint, you may have the right to refer your case to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR; telephone: 0800 023 4 567; email: enquiries@financial-ombudsman.org.uk; website <http://www.financial-ombudsman.org.uk/> (if your complaint relates to financial services products).

9.4. If you are unhappy with any product you have obtained from a third party or have any complaint regarding any third party, you should address your complaint directly to that third party. If you require their contact details, please contact our customer services team at talktous@unshackled.com who will assist you.