



## Global SIM card - Terms and Conditions for sale of goods

Please read these terms and conditions carefully. They contain important information about your rights and obligations.

### 1. Introduction

1.1 Please read these terms and conditions carefully before purchasing a Global prepaid SIM card or Airtime Services.

1.2 In particular, we draw your attention to clause 16 (Liability). By making a purchase you agree to be legally bound by these terms and conditions.

1.3 If you do not wish to be bound by these terms and conditions then you may not purchase these Products.

### 2. Definitions

In these terms and conditions the following words and phrases shall have the following meanings:-

'Airtime Credit' means the mobile telephone airtime credit included with a Global SIM card purchased.

'Airtime Services' means Airtime Credit and/or Airtime Top Up.

'Airtime Top-up' means the mobile telephone airtime credit purchased by you which is not included with a SIM card.

"Global SIM Card" means the global roaming SIM card.

"Goods" means the SIM cards for mobile telephones and other telephony equipment offered for sale.

"Products" means the Goods and the Airtime Services

"Website" means the Website offering the Goods at gosim. [www.gosim.com/visitbritain](http://www.gosim.com/visitbritain)

"UK" means the United Kingdom of Great Britain and Northern Ireland

### 3. Price of Products

3.1 The price of any Product is the price in force at the date and time of your purchase. Each network operator may change their tariffs at any time without notice. The tariffs displayed in the user guide supplied with the Product are correct at the time of going to print but may be changed from time to time. Up to date and detailed tariff information is displayed on the Website at and takes precedent over any printed material.

3.3 All prices and tariff information advertised are inclusive of VAT (UK sales tax) where applicable.

3.4 Airtime Top-ups are made available through the Website at [www.gosim.com/visitbritain](http://www.gosim.com/visitbritain)

3.5 The GPRS data service provided by the Global SIM card operates in stated countries, usually on more than one network, and the cost to use the GPRS service may vary from network to network. The GPRS data rates displayed in the user guide or on the Website show the data rates in each country in which the service works together with the relevant network operator. It is the express responsibility of the user of the service to verify the GPRS costs and ensure the appropriate GPRS network is selected. We can not be held



responsible for costs incurred while using the GPRS service where a GPRS network service has been used which is not the lowest cost option available.

#### **4. Description of Products**

4.1 Any information, specifications and descriptions of the Products (including tariff information) in the user guide or on the Website are published for the sole purpose of giving an approximate idea of the Products described in them. All information on Products is published in good faith and we do not (to the extent permitted by applicable law) accept responsibility for the accuracy or otherwise of such information (whether published on or off line) and if you have any queries about any of our Products you should contact us by email using the support link on the Website, or directly to info@gosim.com.

#### **5. Buying Products**

5.1 You must pay for the Products in full at the time of order.

5.2 You undertake that all details you provide are for the purpose of purchasing the Products and will be correct, that the credit or debit card if used is your own and that there are sufficient funds or credit facilities to cover the cost of the Products

#### **6. Returns**

6.1 To return any Goods we request that you visit the point of sale where the Goods were purchased. You will need to return the Goods intact, complete with the original packaging and user guide.

6.2 You may return any Goods you have purchased within seven (7) working days of purchase for any reason (including if you simply change your mind).

6.3 When we receive the returned Goods we will refund to you the cost of the Goods. We will also refund to you the cost of any Airtime Credit which you purchased with the Goods, provided that you have not used such Airtime Credit.

6.4 If you do not return to the point of sale in person, you must notify us in writing within the 7-day period of your intention to return the Goods. You must arrange for (and pay for) the costs of returning the Goods to us. While in your possession, you must keep any Goods you intend to return to us in good condition. The Goods must be returned to us in their original packaging.

#### **7. Right of Cancellation**

7.1 If you decide within 7 working days of receiving your product that you do not wish to use the Airtime Top-Up you must notify us of this in writing or other durable medium (including e-mail) within 7 Working Days. The amount paid by you for the Airtime Top-up will be refunded to you. The refund will be paid as soon as possible and in any event within 30 days. YOU ACKNOWLEDGE AND ACCEPT THAT USING THE AIRTIME TOP-UP IN ANY WAY WILL CONSTITUTE YOUR AGREEMENT THAT THE RIGHT OF CANCELLATION WILL NOT APPLY FROM WHEN YOU COMMENCE USE OF THE AIRTIME TOP-UP.

#### **8. Unsatisfactory and Incorrect Goods**

8.1 If the Goods are subject to a manufacturer's warranty you must contact the manufacturer direct and claim under such manufacturer's warranty and the remainder of this clause 8 shall not apply.

8.2 If within 7 Working Days of receipt of the Goods you discover that the Goods are not what you ordered or do not correspond with their description then we will replace the Goods and you must return to the original point of sale. We will test the Goods and if found to be unsatisfactory we will supply to you replacement Goods.



8.3 If within 12 months of the date of purchase of the Goods you find that:

(a) the Goods are not of a satisfactory quality; or

(b) the Goods are not fit for any purpose for which you have bought it and you notified us of this purpose before purchase, and we have not informed you that the Goods are not fit for that purpose;

then you must notify us in writing or other durable medium (including e-mail).

8.4 Where the Goods are not of satisfactory quality or not fit for their purpose then we will request the return of the Goods to investigate the fault. If a product defect is found in the Goods, we will, at our option:-

(a) supply to you replacement Goods or if the same Goods are not available, a reasonable alternative; or

(b) refund to you the original price paid for the Goods.

8.5 We shall not be required to replace the Goods or refund the price paid if the defect results from user error, failure to use the Goods in accordance with the manufacturer's instructions or any fault or neglect on behalf of the Customer.

8.6 Where SIM cards are replaced or a refund is given we will take into account any airtime which is in credit on that account. If a SIM card is replaced it may result in a change to your mobile telephone number.

8.7 If you have any complaints, you should direct them to us at the email address or postal address set out in clause 22.

## **9. Purchase of SIM Cards**

9.1 Please note that if you purchase a SIM card from us then the network operator in the country of use will be responsible for network coverage and network availability. We give no warranties or guarantees as to network coverage or availability. We will not provide a refund on the Goods under clause 8 due to problems of network coverage or network failure.

9.2 It is your responsibility to ensure that all PIN and PUK codes are entered correctly. We shall not be responsible for any SIM cards which are blocked as a result of entering incorrect codes and in these circumstances a refund will not be provided under clauses 6, 7 or 8.

9.4 It is your responsibility to ensure that your mobile telephone handset is compatible with the Products that you purchase from us. This may include ensuring that your handset is 'unlocked' and is compatible with the network in the country where you wish to use it. If you discover that your handset is not compatible with the Products that you purchase from us then your only remedy is to return the Goods in accordance with clause 6, or to have your handset unlocked by a provider of your choice and at your own cost.

## **10. Information you provide to us**

10.1 The following applies to any information you provide to us, for example during any registration or purchasing process.

(a) You authorise us to use, store or otherwise process any personal information which relates to and identifies you, including but not limited to your name and address, to the extent reasonably necessary to provide the Products. This extends to our partners, successors (including the purchaser of the whole or part of our business), associates, sub-contractors or other third parties (together our 'Partner Companies'). These Partner Companies may be located in countries that do not have laws to protect your information. Details of the companies and countries involved in your case will be provided on request. If you would like to request such information or review or modify any part of your personal information then you should email us.



(b) If you obtain or choose to buy Products through the Website then we may collect information about your buying behaviour and if you send us personal correspondence such as emails or letters then we may collect this information into a file specific to you (together, the various purposes set out in this paragraph and in our privacy policy shall be known as 'the Purposes'). All such information collected by us shall be referred to in these terms and conditions as 'Personal Information'.

(c) You must ensure that the Personal Information you provide is accurate and complete and that all ordering or registration details (where applicable) contain your correct name, address and other requested details.

10.2 By accepting these terms and conditions, you agree to the processing and disclosure of the Personal Information for the Purposes. If you would like to review or modify any part of your Personal Information then you should email us.

## **11. Security**

11.1 You are solely responsible in all respects for all use of and for protecting the confidentiality of any username, email verification and password that may be given to you or selected by you for use on the Website. You may not share these with or transfer them to any third parties. You must notify us immediately of any unauthorised use of them or any other breach of security regarding the Website that comes to your attention.

## **12. Applicability of online materials**

12.1 Unless otherwise specified all content and materials published on the Website are presented solely for your private, personal and non-commercial use.

12.2 The Website is controlled and operated on our behalf from our offices in the UK. Where content published on the Website is supplied by third parties, you understand that we do not control or endorse such content in any way. All content which is offered by third parties that are not affiliated with or otherwise connected with us, is published in good faith but we do not (to the extent permitted by applicable law) accept responsibility for the accuracy or otherwise of such content (whether published on or offline) and the use of such content, except for content which relates directly to Products you purchase.

12.3 We have used our best endeavours to ensure that the Website complies with UK laws. However, we make no representations that the materials on the Website are appropriate or available for use in locations outside the UK. Those who visit the Website from other locations are acting on their own initiative and are responsible for compliance with all applicable laws. If use of the Website and/or viewing of it, or use of any material or content on the Website or services, or products offered through the Website are contrary to or infringe any applicable law in your jurisdiction, you are not authorised to view or use the Website and you must exit immediately.

12.4 We make no representations and give no warranties, express or implied that making the Products available in any particular jurisdiction outside the UK is permitted under any applicable non-UK laws or regulations. Accordingly, if making the Products or any part available in your jurisdiction or to you (by reason of nationality, residence or otherwise) is prohibited, those Products are not offered for sale to you. You accept that if you are resident outside the UK, you must satisfy yourself that you are lawfully able to purchase the Products. We accept no liability, to the extent permitted by applicable law, for any costs, losses or damages resulting from or related to the purchase or attempted purchase of the Products by persons in jurisdictions outside the UK or who are nominees of or trustees for citizens, residents or nationals of other countries.

## **13. Copyright and monitoring**

13.1 The written content of the Product material and that of the Website are protected by international copyright laws and other intellectual property rights. All product and company names and logos mentioned on the Product and in the Website are the trade marks, service marks or trading names of their respective



owners. You may download material from the Website for the sole purpose of placing an order, gaining support or using the Website as a shopping resource. However, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from the Website including but not limited to text, graphics, video, messages, code and/or software without our prior written consent, except where expressly invited to do so, for example in order to complete any online questionnaire.

#### **14. Linked sites**

14.1 We make no representations whatsoever about any other Websites which you may access through the Website or which may link to the Website. When you access any other Website you understand that it is independent from us and that we have no control over the content or availability of that Website. In addition, a link to any other Website does not mean that we endorse or accept any responsibility for the content, or the use of, such a Website and we shall not be liable for any loss or damage caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through any other Website or resource. Any concerns regarding any external link should be directed to its Website administrator or web master.

#### **15. Availability of the Website**

15.1 We will try to make the Website available but cannot guarantee that the Website will operate continuously or without interruptions or is error free and can accept no liability for its unavailability. You must not attempt to interfere with the proper working of the Website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, Website, router or any other internet connected device.

#### **16. Liability**

16.1 We promise that for any Product you purchase from the Website:

- (a) we have the right to sell the Product to you;
- (b) the Product will correspond with the description We have given to you;
- (c) the Product will be of satisfactory quality; and
- (d) the Product will be fit for its purpose if you have notified us in writing of the purpose for which you require the Product prior to placing the order.

16.2 We also promise that any service we provide to you will be provided with reasonable skill and care.

16.3 We exclude all other express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to any products (including without limitation the Products), the Website or any information or service provided through the Website.

16.4 We will do our best to ensure that all materials and information published and supplied with the Product or on the Website are accurate, but please note that all content, materials and information are provided on an 'as is' basis and you assume total responsibility and risk for your use of all materials and information accessed.

16.5 We accept no liability for any indirect or consequential loss or damage, or for any direct or indirect loss of data, profit, revenue or business in each case, however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of the Website or its contents other than as a direct result of purchasing Products (which shall be subject to the exclusions and limitation of liability set out in these terms and conditions), we accept no liability for this loss



or damage (except where we have been negligent) whether due to inaccuracy, error, omission or any other cause and whether on the part of us or our servants, agents or any other person or entity.

16.6 If we are liable to you for any reason, our liability will be limited to £1,000. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence or for our fraudulent misrepresentation.

16.7 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use the Website and is compatible with the Website. You also understand that we cannot and do not guarantee or warrant that any material available for downloading from the Website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

16.8 The limitations and exclusions in this clause do not affect your non-excludable statutory rights and only apply to the extent permitted by applicable law.

## **17. General**

17.1 We may, but you may not, assign any rights and/or transfer, sub-contract or delegate any obligations under these terms and conditions, and/or charge or deal in any other manner with these terms and conditions or any of our respective rights or obligations. Any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of this clause shall be ineffective. These terms and conditions are personal to you and are entered into by you for your own benefit and not for the benefit of any third party.

17.2 We may alter these terms and conditions from time to time and post the new version on the Website, following which all use of the Website will be governed by that version. You must check the terms and conditions on the Website regularly.

17.3 These terms and conditions are the whole agreement between us and you.

17.4 If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.

17.5 These terms and conditions and your use of the Website are governed by English law but you shall not be prohibited from starting proceedings in the courts of any part of the United Kingdom. We shall be entitled to commence any proceedings arising out of these terms and conditions in any jurisdiction it may consider appropriate.

17.6 Except in respect of a payment obligation, neither we nor you will be held liable for any failure to perform any obligation to the other due to causes beyond our or your respective reasonable control.

17.7 Failure or delay by either party enforcing an obligation or exercising a right under these terms and conditions does not constitute a waiver of that obligation or right.

17.8 These terms and conditions do not confer any rights on any person or party (other than you and/or us) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **18. Notices**

18.1 All notices shall be given:

(a) to us via email or by post at:



**visitbritain@gosim.com**

**GO-SIM Limited, Concorde House, 10 Great North Way, York Business Park, York YO26 6RB, England;**

(b) to you at either the email or postal address you provide during any ordering process.

Notice will be deemed received when an email is received in full (or else on the next Working Day if it is received on a weekend or a public holiday in the place of receipt) or three (3) Working Days after the date of posting.

### **19. Replacement**

These terms and conditions replace all other terms and conditions previously applicable to the use of the Website and/or sale of the Goods.