



T&C's for Temporarily out of stock orders

These Terms and Conditions (“Terms”) govern the placing of temporarily out of stock orders (hereinafter referred to as “Orders”) with Tesco Mobile online, call centres or in store. Please read these Terms carefully before submitting any Order. By submitting your Order you agree to be bound by these Terms.

RESERVING YOUR ORDER

1. When placing an Order with Tesco Mobile you will be required to provide certain information including your address and billing information. It is your sole responsibility to ensure that this information is accurate and up to date as we will need to contact you in relation to your Order. Tesco Mobile shall have no liability for inaccurate information that later becomes out of date. Further, Tesco Mobile shall have no obligation to determine the correct contact or delivery information. Please note you cannot change your delivery address once your order has been placed.

2. This Order offer is valid for a limited time only and will be on a first come first serve basis.

CONFIRMATION EMAIL

3. Once you have placed your order you will receive an email confirming that your Order has been placed.

ELIGIBILITY

4. To place an -Order with Tesco Mobile you need to be 18 years or over and must be residing in the UK, Isle of Man, Jersey or Guernsey and meet our eligibility requirements. This includes any credit checks and affordability checks, these will appear on your credit file whether you join us or not. You may also need to answer some questions about the details in your credit file, to help verify your identity. In addition, to help prevent fraud and money laundering, we and our service providers may work with fraud prevention agencies to access, use and share your information that's held and has been collected by us or them. To find out more about your rights and how we collect, use and share your personal data, [please read our privacy policy](#).

NUMBER OF ORDERS

5. Only one (1) -Order per phone can be made at any one time.

PAYMENTS

6. You will not be charged at the time of placing your Order.

DELIVERY

7. Although we will make every effort to ensure that your orders are delivered on time, there may be delays.

8. Please note that any Orders you make won't be delivered to you until at least the release date. Release dates are determined by manufacturers and are also subject to change. In the event that there is a delay in the release dates, Tesco Mobile cannot be liable for changes to release dates or any Order delivery dates.

CANCELLATION

9. Once an Order has been placed, you or Tesco Mobile can cancel the Order at any time without any reason prior to your delivery being confirmed. If you or Tesco Mobile cancel prior to delivery, you will not be charged. Please note temporarily out of stock products will take a little longer to get to you, we will however endeavour *to get your order to you within 30 days of completing your order as set out in section 10 below. Where we are unable to do this, we will cancel your order for you and let you know.*

COMPLETING YOUR ORDER

10. Once we have received your phone, we will send you an email confirming this. Your phone along with any other service your order is subject to additional Terms and Conditions provided by Tesco Mobile, these will be sent to you before you complete your purchase. Our Terms & Conditions can also be found on www.TescoMobile.com. You will then have 48 hours to complete your Order by electronically signing the contract.

11. Once your contract has been electronically signed, we will confirm a delivery date for your phone.

12. Any initial payment will be required as soon as you have electronically signed your contract.

13. Any Order contract not electronically signed within 48 hours will be cancelled.

CHANGES TO THE TERMS

14. Tesco Mobile reserves the right to change these Terms at any time. We will provide notice of any material changes and if you are unhappy with such changes your sole and exclusive remedy will be to cancel your Order as described above under Cancellation.

15. The above Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.