

C&W EZ-Pay Scheme

Service Specific Terms & Conditions

Your Mobile Handset can be purchased in full or using the EZ-Pay Scheme through sales at Cable and Wireless Guernsey. These terms and conditions, together with the C&W General Terms and Conditions, set out how this EZ-Pay Scheme will work.

Service Specific Terms and Conditions

These C&W Service Specific Terms and Conditions should be read in conjunction with the C&W General Terms and Conditions, the C&W Post Pay Mobile Service Specific Terms and Conditions & SLA or the C&W Pre Pay Mobile Service Specific Terms and Conditions (as applicable) and where applicable, the notes to Customers on the GSM Order Form and the Contract Extension Order Form. Where there is a conflict between these documents, these Service Specific Terms and Conditions supersede the General Terms and Conditions, the C&W Post Pay Mobile Service Specific Terms and Conditions & SLA or the C&W Pre Pay Mobile Service Specific Terms and Conditions (as applicable) and the GSM Order Form and Contract Extension Order Form.

1. Definitions and Interpretation

The C&W General Terms and Conditions include definitions. These definitions are in addition to those definitions:

“Contract Extension Order Form” means the order form that You may have signed to extend your GSM airtime contract.

“EZ-Pay Price” means the price of the Mobile Handset which We will charge You for and which includes a small administration fee to cover Our expenses in providing You the EZ-Pay Scheme.

“EZ-Pay Scheme” means the scheme under which You will not pay for Your Mobile Handset in full upfront but will spread the cost of Your Mobile Handset over a period of twelve months.

“GSM Order Form” means the order form that you fill in when you apply for your Post Pay Mobile Service (where applicable).

“Mobile Handset” means the handset that You have purchased from Us.

“New Connection Discount” means the discount on the price of the Mobile Handset that We provide to You since you are taking out a twelve month contract with Us. (Not applicable to the C&W Pre Pay Mobile Service)

“Total Cost” means the EZ-Pay Price of the Mobile Handset less the New Connection Discount. The New Connection Discount is not applicable to the C&W Pre Pay Mobile Service.

2. Conditions of You using the EZ-Pay Scheme

2.1 You will only be eligible for the EZ-Pay Scheme if you have already signed and completed the GSM Order Form and, if applicable, the Contract Extension Order Form, or are taking the C&W Pre Pay Mobile Service.

2.2 If You wish to apply for the EZ-Pay Scheme, We will require You to submit Direct Debit mandate instructions as payment guarantee. The Direct Debit mandate must be for a bank account in Your name.

2.3 The EZ-Pay Scheme only applies to a Mobile Handset purchased directly from Us at one of our retail shops.

2.4 The EZ-Pay Scheme can only be used in conjunction with other special offers that We, in our sole discretion, may be offering from time to time in conjunction with the EZ-Pay Scheme.

2.5 You will only be eligible for the EZ-Pay Scheme if You are 18 years old or over at the time You sign the Direct Debit mandate instructions.

3. Ownership and Insurance

3.1 Ownership and risk in any Mobile Handset sold under the terms of this EZ-Pay Scheme will pass to You on delivery of the Mobile Handset to You.

3.2 You are obliged to insure the Mobile Handset against loss and damage as soon as you have received it from Us at the point of sale and are obliged to use all such insurance monies received in the event of a claim under such insurance policy to replace the Mobile Handset.

You will still be liable to pay the monthly repayments of the Total Cost even if, for example, you lose the Mobile Handset or it is broken or stolen.

4. Payment

4.1 In consideration of the supply of the Mobile Handset by Us to You, You agree to pay the Total Cost split over twelve months in twelve equal monthly repayments until You have paid the Total Cost of the Mobile Handset to Us. The monthly repayments will start from the next available billing date in our normal monthly billing cycle.

4.2 Time shall be of the essence for each and every monthly payment of the Total Cost.

5. Termination

5.1 We may terminate this Agreement by giving You at least one months notice or immediately if You do not pay any of the monthly repayments of the Total Cost. If We give You notice of termination or if we terminate immediately then You must pay the amount of the Total Cost outstanding and any other outstanding charges in full upon termination of the provision of the EZ-Pay Scheme under this Agreement.

5.2 If you pay all the Total Cost for the provision of the Mobile Handset under the EZ-Pay Scheme, You may terminate the provision of the EZ-Pay Scheme under this Agreement, by giving notice to Us at least one month before you wish to terminate. If you terminate the provision of the EZ-Pay Scheme before the Total Cost has been paid, then You shall be liable for any outstanding charges at the rate in force on Our Price List.

6. Suspension of other Services

6.1 If You do not pay the monthly repayments for the Total Cost when it is due, then We may end or suspend any other service including the GSM airtime contract that We may be providing to you under the C&W General Terms and Conditions and any relevant C&W Specific Terms and Conditions

7. General Terms and Conditions

You should refer to the C&W General Terms and Conditions for additional clauses under each of the above headings and for the following:

Special Provision of Service	Use of Service
Fault Repair	Relocation and Reconfiguration
Term of Service	Temporary Service
Interconnection	Charges
Default	Cancellation
Suspension	Call Monitoring and Recording
Complaints and Arbitration	Assignment
Copyright	Duration and Entire Agreement
Indemnity	Law
Liability	Matters Beyond Reasonable Control
Notice	Use of Information
Severability	Variation
Waiver	