



## Create your own bundle - Hardware Instalment Plan - Terms & Conditions

### 1. IMPORTANT INFORMATION

This document sets out the terms and conditions ('Terms') upon which you can purchase certain products from the Manx Telecom Trading Limited ('Manx Telecom') 'Create Your Own Bundle' range (each 'a Product') by way of monthly instalment payments.

These Terms are separate to, and in addition to, Manx Telecom's Consumer General Terms and Conditions and Manx Telecom's General Terms and Conditions for Business (together with any relevant service descriptions, order forms and other documents referred to therein), as appropriate, which will continue to govern the basis upon which services and other equipment are provided to you by Manx Telecom from time to time.

### 2. The Instalment Plan

- 2.1 This instalment plan ('the Plan') allows you to purchase products from Manx Telecom's 'Create Your Own Bundle' range (each 'a Product'), and spread the cost of the Product(s) over a 24 month payment period ('the Term').
- 2.2 The price you pay for a Product under the Plan (including VAT) will be as shown in the relevant Plan price list available in Manx Telecom's stores ('the Purchase Price') and will be documented in the order form confirming your purchase of the relevant Product under the Plan ('the Order Form'). The cash price of the relevant Product, being the price that you would pay for the Product if you paid all of the purchase price up-front, will also be documented in the Order Form.

### 3. Plan Eligibility

- 3.1 The Plan is only available to new or existing customers of Manx Telecom who receive Manx Telecom mobile, fixed line and/or broadband services (other than pay as you go mobile services or directory services) ('the Applicable Services') and who are aged 18 years and over ('MT Customers' and each 'an MT Customer').
- 3.2 To be eligible to benefit from the Plan:
  - (a) you must be an MT Customer;
  - (b) for MT Customers, other than for new MT Customers, you must have a good credit standing with Manx Telecom;
  - (c) for new MT Customers, or MT Customers with 3 months or less Manx Telecom billing history, you may be asked to submit to a credit scoring process, and your resulting score must be at an acceptable level (as determined by Manx Telecom in its sole discretion);
  - (d) your Manx Telecom account must be in good standing; and
  - (e) a mandatory direct debit service must be active, or added to your Manx Telecom account, prior to the commencement of the Plan which will cover payments to be made by you under the Plan and must remain active for the duration of the Term ('your Direct Debit Service').

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### 4. Deposit and Monthly Payments

- 4.1 If you are an MT Customer with 12 months or greater Manx Telecom billing history in connection with the receipt of one or more Applicable Services and you have a good credit standing with Manx Telecom, you will not be required to pay an up-front deposit for your chosen Product(s) purchased under the Plan. Each of the 24 monthly payments to be made by you during the Term, as specified in the relevant Order Form, will be 1/24th of the Purchase Price of your chosen Product(s).
- 4.2 If you are an MT Customer with less than 12 months but greater than 3 months Manx Telecom billing history in connection with the receipt of one or more Applicable Services, you will be required to pay an up-front deposit of 20% of the Purchase Price of your chosen Product(s), or such other amount as may be specified in the relevant Order Form. Each of the subsequent 24 monthly payments to be made by you during the Term, as specified in the relevant Order Form, will be 1/24th of the Purchase Price of your chosen Product(s) less the relevant deposit.
- 4.3 If you are a new MT Customer or an MT Customer with 3 months or less Manx Telecom billing history in connection with the receipt of one or more Applicable Services, you will be required to pay an up-front deposit of 50% of the Purchase Price for your chosen Product(s), or such other amount as may be specified in the relevant Order Form. Each of the subsequent 24 monthly payments to be made by you during the Term, as specified in the relevant Order Form, will be 1/24th of the Purchase Price of your chosen Product(s) less the relevant deposit.
- 4.4 If you are a new MT Customer, you will be asked to provide proof of address in the form of a utility bill plus a passport or driving licence. Data that you provide to Manx Telecom will be used to establish your status and eligibility for the Plan.
- 4.5 On the day that you sign the Order Form(s) in respect of your chosen Product(s), and prior to taking possession of your chosen Product(s), you must pay to Manx Telecom any deposit payable by you pursuant to paragraphs 4.2 or 4.3 above (if applicable), details of which will be specified in the relevant Order Form.
- 4.6 Subject to paragraphs 4.7 and 6 below, following your payment of any deposit in accordance with paragraph 4.5 above (if applicable) and after you have taken possession of your chosen Product(s), each of the 24 monthly payments to be made by you during the Term, as specified in the relevant Order Form, will be added to each of your subsequent 24 monthly invoices to be issued by Manx Telecom in connection with your ongoing receipt of one or more Applicable Services (noting that this may be delayed by up to one month if your next Manx Telecom invoice is to be issued shortly following the collection of your chosen Product(s) under the Plan and Manx Telecom is unable, for administrative reasons, to include your first instalment payment in that invoice) and the payment of the said monthly payments to Manx Telecom will be made by way of your Direct Debit Service in the same way and at the same time that your other payments to Manx Telecom (for the receipt of one or more Applicable Services) are made.
- 4.7 Notwithstanding the above, you may choose at any time during the Term to pay the entire outstanding balance of the Purchase Price of your chosen Product(s) either by way of a cash payment in store, by way of a bank transfer or by delivering a cheque for the said amount to Manx Telecom who will confirm receipt of the payment once the payment has been received or the cheque has been cleared. If you deliver a cheque to Manx Telecom and your cheque is dishonoured, you will reimburse Manx Telecom for any banking fees incurred by Manx Telecom as a result of your cheque not clearing and you will

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remain liable for the outstanding balance of the Purchase Price which will remain payable in accordance with the terms of the Plan.

- 4.8 All payments made, or to be made, under the Plan must be made without any set-off, deduction or withholding.

### 5. Statements

You may, at any time during the Term, request a statement providing details of any payment(s) received by Manx Telecom from you under the Plan and the amounts still payable by you under the Plan. However, Manx Telecom will not send you a statement unless you request one.

### 6. Term and Termination

- 6.1 You must remain an MT Customer for the duration of the Term, until the payment of the final instalment payable by you under the Plan in respect of your chosen Product(s).

- 6.2 If during the Term and prior to the payment of the final instalment:

- (a) you fail to make a monthly payment in respect of your chosen Product(s) in accordance with these Terms (including your Order Form) and, upon being notified in writing by Manx Telecom of such a failure, you fail to pay the overdue monthly payment to Manx Telecom within 14 days of receipt of the notice;
- (b) you cancel the Direct Debit Service;
- (c) you cease to be an MT Customer, for whatever reason, prior to the end of the Term; or
- (d) you become bankrupt or you enter into a voluntary arrangement with your creditors,

(each 'a Termination Event') you will become liable to pay the total amount of the Purchase Price payable in respect of the Product(s) that you have purchased under the Plan (less any deposit and instalments already paid to Manx Telecom in respect of your chosen Product(s)) ('the Outstanding Amount'), which sum will become immediately payable on the date on which the Termination Event occurs ('the Termination Date').

- 6.3 If the Outstanding Amount is not paid in full to Manx Telecom on the Termination Date, Manx Telecom may claim interest on the amount outstanding from the Termination Date until the date of payment (both dates inclusive), which interest shall be equal to the base rate of interest quoted publicly from time to time by the Isle of Man Bank plus two per cent, calculated on a daily basis. Furthermore, you will be liable to reimburse Manx Telecom for any court and debt collection fees and costs incurred by Manx Telecom in pursuit of any Outstanding Amount following the Termination Date.

- 6.4 **Missing payments could have severe consequences, such as court proceedings being taken and judgment being enforced against you. It may make obtaining credit difficult. Manx Telecom may also transfer your account to a debt collection agency (at your cost).**



## **7. Title to the Product(s) and Insurance**

- 7.1 Title to your chosen Product(s) will pass to you on the date that you sign the Order Form and take possession of your chosen Product(s).
- 7.2 You will be responsible for obtaining and maintaining, at your own expense, appropriate levels of insurance coverage (including, without limitation, accidental damage coverage) covering the Product(s) that you acquire pursuant to the Plan for the duration of the Term. In the event that you do not obtain and/or maintain such insurance cover, and the Product(s) that you acquire pursuant to the Plan is/are lost or damaged, you will remain liable to pay all of the outstanding instalments payable under these Terms and the relevant Order Form in respect of the Product(s).

## **8 Device Warranty**

- 8.1 Purchased Equipment is subject to the manufacturer warranty or the supplier. We shall pass on to you, the benefit of any such warranties. You acknowledge that any attempt to repair, service or tamper with the Purchased Equipment by a person other than us, an authorised partner or the applicable manufacturer, may invalidate the manufacturer's warranty. The Manufacturer's warranty does not cover any accidental damage or loss of equipment and you are responsible to cover any associated repair charges.

## **9. Disposal of Product(s)**

The contract formed between Manx Telecom and you (which is documented in these Terms and the Order Form that you sign in respect of your chosen Product(s)) will remain a fully binding contract notwithstanding that you may sell or otherwise dispose of your chosen Product(s) before the expiry of the Term. Notwithstanding your sale or other disposal of your chosen Product(s), you will remain liable to pay all of the outstanding instalments payable under these Terms and the relevant Order Form in respect of the Product(s).

## **10. Representations and Warranties (Business)**

If you are a business, you represent and warrant the statements set out in paragraphs 20.1(a) to 20.1(d) (inclusive) of the Business Terms as if the term "Order Form" set out therein refers to your Order Form in respect of your chosen Product(s).

## **11. Assignment**

Manx Telecom may assign or transfer any of its rights under these Terms (including your Order Form(s)) to any third party. You may not assign or transfer any of your rights or obligations under these Terms (including your Order Form(s)) except with the prior written consent of Manx Telecom.



## 12. Governing Law

These Terms, and your Order Form(s), shall be governed by and construed in accordance with the laws of the Isle of Man and each of you and Manx Telecom irrevocably agrees to submit to the non-exclusive jurisdiction of the courts of the Isle of Man.



**IMPORTANT USE OF YOUR INFORMATION – Manx Telecom is the Data Controller:** By signing an order for this service, you are giving consent to the following conditions in accordance with the General Data Protection Regulations (GDPR).

**Manx Telecom will process your data lawfully, fairly and in a transparent manner. The information that we collect and process will be adequate, relevant and limited to what is necessary (this may include sensitive personal data).**

**The data will be accurate and kept up to date; every reasonable step will be taken to rectify mistakes without delay.**

**Your data will only be kept for as long as necessary for the purposes stated below and in accordance with our retention policy. It will be processed and stored in a manner that ensures appropriate security to protect against unlawful processing, accidental loss, destruction or damage.**

**Your data will be collected and processed to verify your information, conduct searches to assess your suitability for the Plan, for the administration of your account, crime prevention & prosecution of offenders and for marketing and statistical purposes.**

**Your personal data may be shared with Credit Reference Agencies to validate your status. Your data may be transferred outside of the Isle of Man.**

**You have the right to access the personal data that we hold about you, you have the right to rectification, erasure (where appropriate), restriction and the right to object.**

For further details please either write to the Data Protection Officer at the address provided on our website [www.manxtelecom.com](http://www.manxtelecom.com)



Please sign and print your name to confirm;

- These terms and conditions have been explained clearly to you at time of purchase.
- You have read, understand and accept the terms and conditions herein
- You accept that your personal data will be used to;
  - a. verify your information, conduct searches to assess your suitability for the Plan, for the administration of your account, crime prevention & prosecution of offenders, and for marketing and statistical purposes.
  - b. may be shared with Credit Reference Agencies to validate your status.
  - c. may be transferred outside of the Isle of Man.
- Name [Print name in Block Capitals]
- Manx Telecom Account Number
- Signature
- Date