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without paying the earth

[Terms & Conditions](#)



Take a bite™

Terms and Conditions for use by Consumers purchasing Goods and Services via the Cherry Telecommunications Ltd website. Please read these Terms & Conditions carefully before placing your order and retain a copy of them for future reference.

1. Definitions

1. "Automatic Top-up" - a provision enabling the airtime on your phone to be automatically increased once an agreed level is reached.
2. "Goods" – Cherry™ SIM card and any other goods purchased on a pre-pay basis from the Supplier.
3. "Services" - tariffable outbound international calls, internal UK calls, free calls and inbound roaming calls.
4. "We" or "Cherry" – Cherry Telecommunications Ltd.
5. "You" or the "Customer" - the party purchasing the Goods or Services via this web site.

2. Formation of the Contract

1. No contract exists between the Customer and Cherry for the sale of the Goods until we have received and accepted your order and have sent confirmation by email to the email address you have given, upon which there is a binding legal contract between us.
2. No contract exists between you and Cherry for the supply of the Services until you access the Services, upon which there is a binding legal contract between us.
3. For the avoidance of doubt, accessing the Services shall mean making an outbound or accepting an incoming phone call or SMS (text message).
4. The contract is subject to your right of cancellation (see Clause 6).
5. Cherry may change these terms of sale without notice to you in relation to future sales.

3. Description and Price of the Goods & Services

1. The description and price of the Goods you order will be as shown on the Cherry website at the time you place your order and are inclusive of VAT. Call charges are shown in \$US.
2. Cherry may change the price of the Services from time to time provided it gives not less than 14 days notice to you. Such notice shall be communicated by way of text message to your mobile phone or published on Cherry's website.
3. Airtime must be purchased in advance in order to pay for the Services. You can purchase airtime using your credit/debit card over the phone or by registering for Automated Top-Up via Cherry's web site.
4. The Goods are subject to availability. If on receipt of your order the Goods are not available in stock, Cherry will inform you promptly, and refund or credit any sum that has been charged to your credit/debit card for the Goods.
5. Every effort is made to ensure that prices shown on the Cherry website are accurate at the time you place your order. If an error is found, we will inform you as soon as possible and offer you the option of reconfirming your order at the correct price or cancelling your order. If you cancel your order due to an error in the price, Cherry will refund or credit any sum that has been paid or charged to your credit/debit card for the Goods.
6. In addition to the price, you will be required to pay a delivery charge for the Goods, as shown in the section of the Supplier's website about delivery.
7. Payment for the Goods and delivery charges can be made by any method that is shown on the Cherry website at the time of order.

4. Warranty

1. All Goods supplied by Cherry are warranted free from defects for 12 months from the date of supply. This warranty does not affect your statutory rights.
2. This warranty does not apply to any defect in the Goods arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended by Cherry, failure to follow instructions, or any alteration or repair carried out without Cherry's approval.
3. If the Goods supplied to you develop a defect while under warranty, or you have any other complaint about the Goods, you should notify Cherry in writing at the address, fax number or email address shown below.

5. Delivery

1. The Goods you order will be delivered to the address provided by you when placing your order.
2. If delivery cannot be made to your address, we will inform you as soon as possible, and refund or credit any sum that has been paid or charged to your credit/debit card for delivery.
3. If there is no one at the address given who is competent to accept delivery of the Goods, you will be notified of an alternative delivery date or a place to collect the Goods.
4. Every effort will be made to deliver the Goods as soon as possible after your order has been accepted, and in any event within 30 days of your order. However, Cherry will not be liable for any loss or damage suffered by you through any reasonable or unavoidable delay in delivery. In this case, we will inform you as soon as possible. We will not accept any liability for goods lost in transit unless we are notified within 7 days of the expected delivery date.
5. You will become the owner of the Goods ordered and responsible for risk of loss or damage to them once they have been delivered to you. Upon receipt, you will be responsible for the SIM card(s). We will only ship SIM cards to an address to which the credit card is registered. From the time of receipt any loss or damage to the SIM card(s) shall not be deemed the responsibility of Cherry. Any transit damage to the Goods, shortages or incorrect Goods supplied must be notified to us within 48 hours of receipt. If Goods returned under this clause are found to be in full working order, these will be returned to you and an administration fee of 15% of the price of the Goods along with the carriage cost will be charged to your credit account.

6. Your Right of Cancellation

1. You have the right to cancel the contract at any time up to the end of seven working days after you receive the Goods. A working day is any day other than weekends and bank or other public holidays.
2. To exercise your right of cancellation, you must give written notice to Cherry by hand or post, fax or email, at the address, fax number or email address shown below, giving details of the Goods ordered and (where appropriate) their delivery.
3. If you exercise your right of cancellation after the Goods have been delivered, you will be responsible for the cost of returning the Goods to Cherry. The Goods must be returned to the address shown below. You must take reasonable care to ensure the Goods are not damaged in the interim period, including whilst in return transit.
4. Once you have notified Cherry that you are cancelling the contract, we will refund or credit within 30 days any sum that has been paid or charged to your credit/debit card for the Goods.
5. If you do not return the Goods as required we may charge a sum not exceeding the direct costs of recovering the Goods.

7. Provision of the Services

1. The Services supplied under this agreement shall continue to be supplied for 3 months following your last use of the Services provided you have sufficient airtime except in the event that this agreement is terminated in accordance with Clause 10. At the end of such period the Services will cease to be available to you regardless as to how much, if any, unused airtime remains on your account.
2. You acknowledge that this agreement is subject to network service levels and roaming agreements that currently exist between the mobile phone networks and that they are outside Cherry's control.
3. Subject to 7.1 Cherry shall endeavour to provide the Services at all times and warrants to you that the Services will be provided using reasonable care and skill. The mobile network coverage is the responsibility of the local country specific mobile network. Cherry cannot accept any responsibility or liability for poor or limited coverage. The local network reserves the right to change, add and delete any of the services provided through the SIM card.
4. The warranty under clause 7.3 shall not apply to any third party services that you might access through the Services.
5. If the provision of the Services is prevented or delayed by any act or omission caused by you, Cherry shall not be liable for any costs, charges or losses sustained or incurred by you arising directly or indirectly from such prevention or delay.

6. Cherry may, from time to time and without notice, change the Services in order to comply with any applicable safety, regulatory or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services.
7. Cherry remains free to assign rights and duties contained in this Agreement to a third party.

8. Your Obligations

1. You will co-operate with Cherry in all matters relating to the provision of the Services.
2. You will be solely responsible for providing the hardware necessary to access the Services, including but not limited to mobile handsets.
3. You will not use the Services for purposes that are illegal, immoral or improper.
4. The Cherry™ SIM card rates and tariffs assume fair usage of the Services by you. This includes, but is not limited to maintaining a ratio of outbound tariffable calls to inbound calls of more than 20% on your account. In the event of fair usage not being sustained, the Supplier reserves the right to review the rates and tariffs applied to your account or to terminate the Services and in this event, such termination shall be deemed to have been made by you.

9. Liability

1. These conditions set out the entire financial liability of Cherry (including any liability for the acts or omissions of its employees, agents and sub-contractors) to you in respect of:
 - (a) any breach of this agreement;
 - (b) any use made by you of the Services; and
 - (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this agreement.
2. Nothing in these conditions limits or excludes the liability of Cherry: for death or personal injury resulting from negligence; or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by Cherry; or for any liability incurred by you as a result of any breach by Cherry of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.
3. Subject to condition 9.2, Cherry shall not be liable for any loss of profit or any indirect, special or consequential loss (whether caused by the negligence of Cherry, its servants or agents or otherwise), which arise out of or in connection with the provision of the Services or their use by you.
4. Cherry shall not be liable to you or be deemed to be in breach of this agreement by reason of any delay in providing, or any failure to provide, any of Cherry's obligations in relation to the Services, if the delay or failure was due to any cause beyond Cherry's reasonable control. For the avoidance of any doubt this includes but is not limited to any failure in the network service levels or roaming agreements referred to in condition 7.2.
5. Cherry's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the provision of the Services shall be limited to the price paid for the Services by you.

10. Termination of the Services

1. If you do not use the Services for a period of 3 months this agreement will terminate automatically and shall be deemed to be terminated by you.
2. Cherry shall be entitled to terminate this agreement immediately if:
 - you breach condition 8.3 or 8.4
 - any of the information you have provided is found to be false.
3. Cherry shall be entitled to terminate the Services by giving you not less than 14 days notice, for reasons including but not limited to any breach of your obligations under this agreement (which if capable of remedy are not remedied within 7 days of Cherry informing you of the breach); or if Cherry is for any reason unable to provide the Services.

4. You shall be entitled to terminate this agreement at any time by informing Cherry. On termination Cherry:
 - is under no obligation to refund the airtime that is on your phone at the date of termination, unless you wish to terminate within 7 working days of accessing the Services by registering the Cherry™ SIM card and purchasing airtime in accordance with condition 2.3 (b) and you have not used the Services;
 - is under no obligation to refund the airtime on your Cherry™ SIM card if you access the Services in accordance with condition 2.3 (a).
 - shall disconnect your Cherry™ SIM card from the Services.

11. Applicable Law

1. These terms and the supply of the Services will be subject to Scottish law, and the Scottish courts will have jurisdiction in respect of any dispute arising from the contract.

Nothing in these Terms & Conditions affects your Statutory Rights.

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