



CHRISTMAS CLUB

Reservation and Layby Agreement

Key terms: Minimum 25% deposit. Full payment and collection by 18 December 2026. In-person payments only, by cash or BACS; the payment book must be presented for recording. Goods remain the trader's property until paid and collected.

1 TRADER AND CUSTOMER

Trader Esky Phone Sales Ltd	Company number NI734900
Registered office 14 Esky Road, Craigavon, County Armagh, BT66 6PA, Northern Ireland	Contact 07933 553383 info@esky.repair
Customer name _____	Mobile number _____
Customer address _____	Email _____

2 ITEMS AND PAYMENT

Item(s), model(s) and condition _____	Serial / IMEI _____
Included accessories _____	Reference / receipt number _____
Total cash price: GBP _____	Deposit paid - at least 25%: GBP _____
Balance after deposit: GBP _____	Agreed instalments, if any _____
Final payment date 18 December 2026	Collection deadline 18 December 2026

SMS reminder: During the week before 18 December 2026, the trader will send a courtesy SMS showing the recorded balance owed and reminding the customer of the collection date. The customer should report any apparent error promptly. The SMS does not extend the deadline.

3 PAYMENT RECORD

Date	Amount paid	Balance left	Method / receipt	Customer initials
	GBP	GBP		
	GBP	GBP		
	GBP	GBP		

4 CUSTOMER ACKNOWLEDGEMENT

The customer confirms the details are correct, has read both pages, understands the terms, will present the payment book for each payment, and will charge and check the device promptly after collection and before Christmas Day.

Customer signature _____ _____	Print name _____ _____	Date _____ _____
For Esky Phone Sales Ltd _____ _____	Print name / role _____ _____	Date _____ _____

Nothing in this agreement limits the customer's statutory rights. The detailed terms on page 2 form part of this agreement.



SHORT TERMS AND CONDITIONS

1. Reservation and ownership. The trader will reserve the identified items after both parties sign and the deposit is paid. The items remain the trader's property and risk until cleared payment in full and collection.
2. Deposit, payments and lost books. The customer must pay a deposit of at least 25% of the total cash price. Every payment must be made in person at the workshop by cash or BACS, with the payment book presented for recording and customer initialling. If a book is lost, the customer must report this in person. The trader will mark the old book cancelled, verify payments against its records and issue a replacement book showing the verified amount paid and balance. Both parties will sign the opening replacement entry. A lost book does not by itself cancel the agreement or forfeit verified payments. No item will be released before full payment.
3. Customer cancellation. The customer may cancel by contacting the trader. The trader may deduct only its net direct loss caused by cancellation, including reasonable non-recoverable special-order or preparation costs or a reduction in resale value. The trader must take reasonable steps to reduce its loss, including resale, and refund any balance once the loss can reasonably be calculated.
4. Missed payment deadline. If the balance is unpaid after 18 December 2026, the trader will give at least 14 days' written notice to pay. If payment is still not made, the trader may cancel, resell the items and apply clause 3. The courtesy SMS is not this formal notice.
5. Failure to collect. If fully paid items are not collected by 18 December 2026, the trader will give at least 30 days' written notice to collect. If they remain uncollected, the trader may cancel and resell them. The trader will refund the lower of the amount paid or net resale proceeds after deducting only reasonable, evidenced storage, contact, resale and loss-in-value costs not caused by the trader.
6. Fair deductions. No deduction may put the trader in a better position than if the agreement had been completed, and no loss will be counted twice. Resale proceeds and reasonably avoided costs must reduce the deduction. The trader will provide a written calculation and refund any amount due.
7. Trader unable to supply. If the trader cannot supply the agreed items for a reason not caused by the customer, the customer will receive a prompt full refund unless they freely agree in writing to a replacement or revised arrangement.
8. Device checks, warranty and legal rights. The trader will thoroughly check each device before sale and collection. The customer should charge, switch on and check the device and its agreed accessories as soon as reasonably possible after collection and before Christmas Day, and promptly report any issue so the trader has an opportunity to investigate and, where appropriate, rectify it before Christmas. A six-month commercial warranty runs from 25 December 2026 to 24 June 2027 inclusive. It does not cover physical or accidental damage, or water or other liquid damage, occurring after collection. The warranty and the request to check the device do not reduce or replace the customer's statutory rights relating to faulty, misdescribed or otherwise non-compliant goods.
9. Contact details and notices. The customer must keep their mobile number, email and postal address current. Notices may be sent to the latest details provided. Failure of the courtesy SMS does not remove the customer's obligations or the trader's duty to give any formal notice required by this agreement.
10. Distance sales, data and complaints. If the agreement is made online, by telephone, at the customer's home or away from the trader's premises, any applicable statutory cancellation rights still apply. The trader may use customer details to administer the agreement, send reminders, prevent fraud and handle disputes in accordance with data-protection law and its privacy notice. Complaints should first be sent to info@esky.repair.
11. General. Changes must be agreed in writing. If one term is unenforceable, the remainder continues so far as the law permits. The agreement is governed by the law applicable where the customer lives, and does not restrict access to available courts or consumer advice.

Trader record: Keep copies of the signed agreement, ledger entries, messages and notices. Before resale, record the item's condition and market value. Give the customer an itemised calculation of any deduction and refund.

Template note: This is a general UK consumer-contract template, not legal advice. Have it reviewed for your business and Northern Ireland sales arrangements before first use.