



## CUSTOMER TERMS AND CONDITIONS

### 1. GENERAL

- 1.1 You are entering into these Terms and Conditions with Phone Repair Centre Limited, part of the Asurion group of companies, registered in England and Wales (company number 08093116) at Vantage London, Great West Road, Brentford TW8 9AG ("**Asurion**", "**Us**", "**We**", "**Our**").
- 1.2 "We", "Us" and "Our" also includes reference to our trusted partners involved in the delivery of the service and the third-party purchaser of your electronic equipment (your "**Device**").

### 2. THESE TERMS AND CONDITIONS

- 2.1 Please read these Terms and Conditions carefully. Your use of the Asurion trade-in service (the "**Trade-in Service**") is subject to your compliance with these Terms and Conditions. These Terms and Conditions outline your responsibilities and provide you with other important information. These Terms and Conditions form the agreement between you (the seller of your Device) and Us.

### 3. THE TRADE-IN SERVICE

- 3.1 The Trade-in Service enables you to sell your Device for a value determined by Us based on the condition of your Device.
- 3.2 Using the Trade-in Service website you will be quoted with a value for your Device based on the questions that you answered regarding the condition of your Device (the "Quoted Value"). You agree that you will accurately describe the condition of your Device.
- 3.3 If you accept the Quoted Value, by sending your Device to Us within 14 days, your Device will be examined to confirm the information you provided regarding your Device:
  - (a) If your Device is as described We will pay you the Quoted Value by bank transfer to the bank account details provided within 3 working days,
  - (b) If the condition of the Device is better than as described We will pay you the appropriate higher value (the "**Higher Value**") of the Device by bank transfer to the bank account details provided within 3 working days, or
  - (c) If the Device or the condition of the Device is not as described, or the Device is locked (see section 5) and the value of your Device is deemed to be lower than the Quoted Value, We will provide you with an updated quote (the "**Lower Value**"). If you accept the Lower Value, We will make payment by bank transfer to the bank account details provided within 3 working days. If you reject the Lower Value your Device will be returned.
- 3.4 Quoted Values and Lower Values are available for acceptance by you for a period of 14 days.
- 3.5 If you send Us your Device more than 14 days after We provide the Quoted Value your trade-in may be cancelled and your Device returned to you.

### 4. ELIGIBILITY

- 4.1 To be eligible to use the Trade-in Service, you must:
  - (a) be at least 18 years old;
  - (b) be using the Trade-in Service from within the UK
  - (c) be using the Trade-in service as a consumer and not for any business or commercial purpose;
  - (d) be capable of entering into a binding contract;
  - (e) be the legal and rightful owner of your Device with no third party having the right to claim any interest, right or ownership of your Device;

- (f) provide your full name, postal address, email address, mobile number (if trading in a console) and UK bank account details; and
  - (g) send your Device to Us
- 4.2 By sending Us your Device you are confirming that the above criteria continue to be met and will continue to be met until either you receive payment or your Device is returned to you.
- 4.3 To use the Trade-in Service your Device must:
- (a) Be owned by you;
  - (b) Not be IMEI blocked (see section 9);
  - (c) Not been reported lost or stolen;
  - (d) Not have operating system bypass (e.g. jailbroken);
  - (e) Not be fake or counterfeit;
  - (f) Not have a swollen or expanded battery (see section 10);
- and We will not make any payment to you for any Devices that do not meet these criteria. We reserve the right to inform the relevant authorities if We suspect there is a deliberate attempt to perpetrate a crime (e.g. fraud) and your Device may not be returned.

## 5. YOUR RESPONSIBILITIES

Before posting your Device to Us:

- (a) We recommend that you back up any files, photos or other data which you have stored on your Device.
- (b) You must remove any SIM cards, memory cards or accessories (such as cases, straps or adaptors). You do not need to return the original packaging or any documentation that may have been included with your Device. We accept no responsibility for any items received by Us other than the Device and any such items will not be returned to you and may be recycled or destroyed.
- (c) You must remove any personal or confidential data from your Device. We will attempt to securely wipe any remaining data on your Device and restore to factory settings but We do not guarantee that this will be successful and We accept no responsibility or liability for any data remaining on your Device. We will not be able to recover any data stored on your Device.
- (d) You must disable all activation or device-locking features (e.g. PIN lock, Find My iPhone, Google account locks and Samsung account locks). These features may prevent your Device from being wiped and factory reset until you disable the feature. If you send Us your Device and it is locked We may either:
  - Contact you to assist in resolving the issue. If the Device is still locked after 14 days We will return your Device to you; or
  - Issue a revised Lower Value quote reflecting the reduced value of your Device.

If We are collecting your Device when trading in a console:

- (a) We recommend that you back up any files or other data which you have stored on your Device.
- (b) You must remove any personal or confidential data from your Device and ensure all user accounts have been logged out of. We will attempt to securely wipe any remaining data on your Device and restore to factory settings but We do not guarantee that this will be successful and We accept no responsibility or liability for any data remaining on your Device. We will not be able to recover any data stored on your Device.
- (c) You must include the original controller(s) and power supply when We collect your Device. You do not need to return the original packaging or any documentation that may have been included with your Device. We accept no responsibility for any items received by Us other than the Device and any such items will not be returned to you and may be recycled or destroyed.

## 6. FORMATION OF CONTRACT AND TRANSFER OF OWNERSHIP

- 6.1 When you send Us your Device you offer to transfer ownership of your Device to Us under these Terms and Conditions; and

- (a) If We receive your Device as described or in better condition, We accept your offer without further communication with you at which point you enter into a contract with Us for the sale of your Device to Us and ownership of your Device will immediately transfer to Us on receipt, or
- (b) If on inspection We offer you a Lower Value, you accepting this Lower Value enters you into a contract with Us for the sale of your Device to Us and ownership of your Device will immediately transfer to Us.

6.2 Your Device remains your responsibility (or 'risk') until it is received by Us.

6.3 Whilst your Device is in transit from you to Us:

- (a) If you use the process and packaging sent and/or instructed by Us for mobiles, tablets, watches and headphones:
  - You must comply with Our instructions for packing and sending your Device
  - You must retain proof of postage and tracking number and provide this to Us on request,
  - Our total liability to you in respect of all losses arising in connection with the loss or damage to your Device shall in no circumstances exceed £150, subject to Us having no such liability should you fail to comply with these terms.
- (b) If you use the process and packaging sent and/or instructed by Us for consoles:
  - You must comply with Our instructions for packing and sending your Device
  - Our total liability to you in respect of all losses arising in connection with the loss or damage to your Device shall in no circumstances exceed £750, subject to Us having no such liability should you fail to comply with these terms.
- (c) If you choose not to use the process and packaging sent and/or instructed by Us to send your Device to Us you are sending the Device entirely at your own risk.

## 7. **PRIVACY**

7.1 By using the Trade-in Service you consent to Us collecting, handling, storing and/or disclosing your personal information (such as name, address, email address, Device details and bank account information) in accordance with our [privacy notice](#).

## 8. **LIABILITY**

We will not be liable or responsible for any failure to perform, or any delay in the performance of, any of Our obligations under these Terms and Conditions that is caused by events outside Our reasonable control or due to Our compliance with any applicable laws or regulations.

## 9. **LOST OR STOLEN DEVICES AND DEVICES WHERE YOU MAY NOT BE THE LEGAL AND RIGHTFUL OWNER**

- 9.1 If your Device is IMEI blocked it is not an Eligible Device (see Section 4) and cannot be traded-in. Devices are usually IMEI blocked when they have been reported as lost or stolen, or someone else may have a claim to the rightful ownership of the Device, with IMEI blocking preventing you from receiving or making phone calls. We will submit the IMEI number of your Device to an IMEI checking service to check that it has not been reported as lost or stolen.
- 9.2 If your Device is IMEI blocked, then you are not entitled to trade-in your Device until such time as your Device is not IMEI blocked.
- 9.3 If We receive your IMEI blocked Device We will hold the Device for 28 days to allow you to challenge and/or remove the IMEI block or for the Device to be reclaimed by any relevant party. After 28 days if your Device remains IMEI Blocked, We will not return it to you.

**IMEI** means international mobile equipment identity

## 10. **DEVICES WITH SWOLLEN OR EXPANDED BATTERIES**

- 10.1 You must not send Us a Device with a swollen or expanded battery as these are prohibited by our courier partners due to the significant safety risks whilst in transit.
- 10.2 If We receive a Device with a swollen or expanded battery, We;
  - (a) Will not be able to return the Device to you in its original condition and will remove and dispose of

the battery;

(b) Will issue a revised Lower Quote for you to accept.

If you choose not to accept the Lower Quote only the remaining parts of your Device will be returned by Us.

## **11. MISCELLANEOUS**

- 11.1 You may cancel your Trade-in at any time up to the point that you send Us your Device.
- 11.2 We may preclude you from using the Trade-in Service if at any time We reasonably believe that:
  - (a) You are using the Trade-in Service (whether intentionally or not) in a way that may adversely impact Our reputation;
  - (b) You are using the Trade-in Service in a manner which is, or is reasonably believed to be fraudulent, illegal or related to any criminal activity or intended to make a commercial gain;
  - (c) You have breached these Terms and Conditions; or
  - (d) You have provided Us with information that you know or ought reasonably to have known to be incorrect, false or incomplete.
- 11.3 If a provision of these terms is invalid or unenforceable, it may be severed from these terms and the remaining provisions of these terms continue in force.
- 11.4 We may amend these Terms and Conditions from time to time.
- 11.5 Every time you use the Trade-in Service the Terms and Conditions in force at the time of your trade-in will apply to the contract between you and Us
- 11.6 These Terms and Conditions will be governed by and construed in accordance with the laws of England and Wales and all communications with you will be in English.

## **12. ENQUIRIES**

If you have any queries, complaints or feedback regarding the Program, please contact Us at [tradein@asurion.co.uk](mailto:tradein@asurion.co.uk).