

Fonehouse Trade-In Program Terms and Conditions

Introduction

The Fonehouse trade-in program is operated by our partner Fonehouse Services Ltd (“we”, “us”, or the “Company”). By using our Website and Services, you (“you” or the “Seller”) agree to these Terms and authorise us and our authorised agents, representatives, and employees to purchase any Goods offered for sale by you as quoted on the Customer Receipt.

If you have any queries about these Terms, or if you have any comments or complaints, you can contact us at trade-in@fonehouse.co.uk.

Definitions

- Profile: The personal information, Payment Information, and credentials used by Sellers to access the Services on the Website.

- Seller: You, the third party offering Goods for sale to us, the Company, through a Comparison Site linked to the Website.

- Goods: The items specified in the Customer Receipt that you offer for sale through the Website.

- Comparison Site: A third-party website offering gadget trade-in quote comparisons through which you access these Terms and/or send your information to us.

- Customer Receipt: The information you provide about your Goods either directly or through a Comparison Site.

- Services: The online facilities, tools, services, or information we make available through the Website now or in the future.

- Trade-in Quote: Any orders, invoices, dispatch notes, receipts, or similar documents, in hard copy or electronic form.

- Payment Information: The payment details required for the trade-in of Goods from the Website, including credit/debit card numbers, bank account numbers, and sort codes.

- Website: The site at fonehouse.co.uk through which the Services are provided.

- Return Label: The prepaid reply label that we issue to you.

- Representation of Condition: The information provided by you in the Customer Receipt about the condition of the Goods you offer for sale.

Services and Trade-In Process

1. Agreement to Terms: By using the Website and the Services, you agree to these Terms and authorise us to purchase any Goods offered for sale by you as quoted on the Customer Receipt.

2. Providing Accurate Information: Ensure that the information about your Goods is accurate. We rely on this information to provide a fair Trade-In Quote. The following standards must be met:

- The Goods must turn on and off.
- The Goods must be fully functional and complete.
- The screen must be working and intact.
- The battery health must be above 85%.
- The battery must be included and fully charged.
- The Goods must not be crushed or liquid-damaged.
- The Goods must be original and meet the manufacturer's original specifications.
- The Goods must not be tampered with and the warranty seals should be intact.
- The Goods must not be iCloud Locked, Google Locked, Blacklisted, or have any similar lock that would prevent the device from being factory reset and re-used.

3. Shipping Goods: Once we receive your Customer Receipt through the Website, we will send you a Return Label to affix to the outside of the packaging when shipping the Goods to us. You are responsible for ensuring that all Goods are properly and securely packed. The Return Label does not include insurance for damage and only covers loss up to £150. If you wish to fully insure your package, you must send it via Royal Mail Special Delivery at your own expense. We are not responsible for items that do not reach us.

4. Validity of Trade-In Quote: The Trade-In Quote is valid for 14 days from the date of the Customer Receipt. If we receive the Goods later, we will revalue them according to our current price list.

5. Payment: We will pay you an amount equal to the Trade-In Quote based on your Representation of Condition. Payments are usually received by 7pm on the day we inspect the Goods.

6. Inspection and Regrading: If your Goods do not meet the Representation of Condition, we may regrade them or terminate the Services at our discretion. Any reduction in the Trade-In Quote will vary based on how the item can be reused, resold, or recycled.

7. Battery Health Notification: After inspecting your Goods, we will notify you of the battery health of your device.

8. Amended Trade-In Quote Process:

- Receiving an Amended Quote: If the Goods do not meet what we were expecting, you will receive an amended quote. You can either accept or challenge this quote.

- **Providing Proof of Fault:**

- **Functional Fault:** If the amended quote is due to a functional fault, we will provide a link to a Phonecheck report to validate the fault. The Phonecheck certification suite tests devices for accurate diagnostic testing, device history, and complete erasure. Once a device is certified by Phonecheck, buyers and sellers can be certain it has undergone a third-party inspection.

- **Cosmetic Fault:** If the amended quote is due to a cosmetic fault, we will provide an image of the device highlighting the cosmetic issue. We recommend sellers take clear,

well-lit pictures of their device from all angles before sending it to us.

- **Accepting the Quote:** If you accept the amended quote before 5pm, you will be paid the same day.

- **Challenging the Quote:** If you challenge the offer, it will be escalated to a senior member of staff for review within 72 hours. We will follow up to understand the issue, whether it was due to service quality or price. A new offer may be given, and a discretionary gesture of goodwill might be provided by the senior member of staff. If you accept this revised price, payment will be made the same day.

- **Rejecting the Offer:** If you choose to reject the offer after it has been reviewed, you must pay a £10 return fee. If the return fee is not paid, the amended offer will automatically be accepted.

- **Response Time:** If we do not receive a response within 72 hours during the re-quote process, the quote is automatically accepted for the offer price, regardless of whether it was challenged. We encourage customers to respond quickly to our re-quote communications.

- **Finality:** Once an offer has been accepted, it is not possible to reverse the decision.

9. No Accessories: Do not send accessories with your device. Any received accessories will be disposed of and cannot be returned or replaced.

10. Lost Items Claim: In the event an item goes missing using our Royal Mail freepost label, we will submit a claim to Royal Mail on your behalf. To submit the claim, you must provide proof of posting from the post office and proof of purchase from where you originally purchased the item. This must be provided within 14 days of sending the device to us. It is up to Royal Mail's discretion whether a claim is successful. Failure to send us the required documentation within 14 days of sending the device will void your claim.

Representations and Warranties

You represent and warrant that:

- You are at least eighteen years old.
- You own the Goods and have the right to sell them.
- The Goods are genuine, not counterfeit, stolen, or infringing any third party's legal rights.
- The description of the Goods is truthful, accurate, and complete.
- The Goods have not been involved in an insurance claim.

Title and Risk of Loss

- Risk of loss remains with you until the Goods are received by us.
- Title transfers to us upon inspection and initiation of payment.
- Your goods are insured in transit up to the value of £150 with our Return Label. For higher values or to fully insure your package, use Royal Mail Special Delivery at your own expense.

Breach

We may terminate the Services and refuse future services if:

- You breach these Terms or the Privacy Policy.

- We cannot verify or authenticate your information.
- Your actions may cause financial loss or legal liability.
- We suspect fraudulent activity.

Indemnity

You will indemnify us against any losses arising from your breach of these Terms, the law, or third-party rights.

Disclaimer and Limitation of Liability

While we strive to ensure the Website's availability, we cannot guarantee uninterrupted service. We may change the content, Services, and these Terms at any time. The Company and its agents provide services "as is" without any warranty. Our liability is limited to the greater of the estimated value of the Goods or £5.

General

- These Terms apply to the Services and all activity on the Website.
- These Terms continue until all Services related to the Goods are complete.
- These Terms may be terminated by us without notice.
- Governed by the laws of England and Wales.
- Notices are to be made by email.
- No waiver by either party of any breach will affect the right to require performance later.
- If any provision is unenforceable or invalid, the rest of the Terms remain valid.
- These Terms constitute the entire agreement between the parties regarding the Services.

By agreeing to these Terms, you confirm that you understand and accept them in full. For any queries, please contact us at trade-in@fonehouse.co.uk.