

1. You will be deemed to have accepted these terms and conditions ("**Conditions**") when you provide us with the device you wish to trade in (the "**Device**") by either handing us the Device if you trade in in-store, or sending the Device to us if you trade in online or over the telephone. Before providing us with the Device, if you have any questions relating to these Conditions please contact us via our website at [www.mobiles.co.uk](http://www.mobiles.co.uk) or by calling 0871 220 3580
2. You confirm that you are either the owner of the Device or you have obtained express permission from the rightful owner to trade in the Device.
3. The Device must not be stolen or listed with us or a third party as stolen. We will check the Device with CheckMEND, from the suppliers of IMMOBILISE as used by UK Police forces to trace stolen and missing property. If the Device fails any due diligence check we may notify the relevant police authority and we may pass the Device and your details to them and the Quoted Value will not be paid to you.
4. The Device must not have been purchased from us within the 30 days prior to trade in.
5. The quoted Device trade in value ("**Quoted Value**") will be determined by us or a third party on our behalf based on the make and model of the Device.
6. If the Device contains a SIM card, you must remove this along with any accessories prior to trade in. We will not be liable for any consequences of you not removing the SIM card or accessories, including any payments associated with the Device or the SIM card.
7. Data stored on the Device that you wish to retain must be saved elsewhere and you must remove any memory card and/ or all data that has been put onto the Device prior to trade in. We will not be liable for any damage, loss or erasure of any such data or for any consequences of you not removing your data or memory card, including use or disclosure of such data.
8. We may deem the Device to be a Working Device or a Non-Working Device, where a:

**"Working Device"** means all features of the Device are in good working order and condition, there is no physical damage or evidence of liquid damage, its battery is included and be able to charge and power up, not be subject to any previously agreed trade in arrangement and in the case of Apple products, any iCloud accounts must be deleted from the Device prior to trade in; and

**"Non-Working Device"** means a Device that is not fully functional (e.g. does not power up, has a damaged screen, case or buttons, or has water damage) but includes a battery, is not crushed or bent, has no missing components and is not subject to any previously agreed trade-in arrangement.

9. For either the Working Device or Non-Working Device, following you accepting to trade in, we will send you a pre-paid addressed padded envelope (the "**Envelope**") within 3 working days. We will only accept the Device if it is returned to us in this Envelope. We will not be liable for loss of your Device before we receive it.
10. In order to honour the Quoted Value we must receive the Device within 14 calendar days of you accepting to trade in.
11. Provided the Device received is as advised by you and has been received within the 14 calendar days in the Envelope, we will make a transfer via BACS for the Quoted Value within 3 working days of receipt of the Device.
12. If the Device received does not completely match the description and detail as advised by you or we have not received it within the 14 calendar days, we will contact you to give you the option either to have the Device returned to you at our cost, in which case no value will be paid to you, or proceed with the trade in at a new value advised to you. If you do not respond to this contact as advised therein within 7 working days, we will assume that you have accepted our revised offer and proceed with payment accordingly. Should you wish to make a complaint about the trade-in service, you may do so in the following way: By emailing [mobiles.co.uk](mailto:mobiles.co.uk) on [customer.support@mobiles.co.uk](mailto:customer.support@mobiles.co.uk) or by calling us on 0871 220 3580
13. Each party's aggregate liability in relation to these Conditions (whether in contract or for negligence or breach of statutory duty or otherwise howsoever and whether to any entrant or otherwise) for any loss or damage shall be limited to and in no circumstances shall exceed £250 for any one incident or series of related incidents.
14. We reserve the right to withdraw or to change the terms of this offer at any time. Changes will be published on our website at [www.mobiles.co.uk/t\\_and\\_c.html](http://www.mobiles.co.uk/t_and_c.html).
15. Nothing in these terms and conditions shall affect your statutory rights.
16. These Conditions are governed by English Law and the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Conditions.
17. Each clause of these Conditions shall be construed separately and independently of each other and the invalidity of any one part shall not affect the validity of any other part.

18. Calls to our telephone numbers should be charged at local rates but may vary from some providers and mobile phones. Calls may be monitored and/ or recorded.
19. "We/ us/ our" means The Carphone Warehouse Limited (registered no 02142673), 1 Portal Way, London W3 6RS t/a Connected World Services, Online Solutions (E2save.com, mobiles.co.uk and the onestopphoneshop.co.uk).