

Trade-In Terms & conditions

Please read these terms and conditions carefully before submitting your sale order on our site. You should understand that by submitting an order, you agree to be bound by these terms and conditions and our terms of use.

You should print and keep a copy of these terms and conditions and the terms of use for future reference.

In confirming your sale order you will need to tick the box indicating that you accept these terms and conditions. Please understand that if you refuse to accept these terms and conditions, you will not be able to place a sale order via our site.

1. How these terms and conditions apply

1. In these Terms and Conditions ("*Terms*"), the following will help you understand meanings used:
 1. "*device*" means the electronic device(s) which you wish to sell to us in accordance with these Terms. "*Device*" does not include a SIM card and SIM cards must *not* be sent;
 2. "*sale order*" means an offer from you to sell your device(s) to us on the basis of these Terms;
 3. "*we/us/our*" means ShP Limited;
 4. "*website*" means the website located at **samsung.com/uk/** only; and
 5. "*you/your*" means you, the person using our website and sending a device to us which may be bought by us and recycled.
2. These Terms apply whenever you send a device to us via the online process at the website and indicate your acceptance of these Terms. References to "*website*" mean that website only.
3. We may vary the Terms from time to time and you should check them regularly for changes. Please also read the Terms and Conditions of Website Use which you can view by clicking on the link at the bottom of the website. They explain rules and information about using our website whether or not you send a device to us.
4. When you use our website, we may gather information about you and your visit to our website. We explain how we use that information in our Privacy Policy which is also available from the link on the website. **These Terms incorporate the Privacy Policy, the Terms of Website Use and FAQs, which together form the agreement between us.**

2. About us

1. The device sale and recycling service is provided by ShP Limited, a company registered in England under company number 4736549 and whose registered office is at ShP Limited, The Old Reebok, Southgate, White Lund Industrial Estate, Morecambe, Lancashire, LA3 3PB, with VAT number 816008063.

3. How the contract is formed between you and us

1. Our website is only intended for use by people registered with us and resident in Great Britain and Northern Ireland.
2. During the online process, you will be asked to agree to these Terms. You must read them carefully as they form the agreement between us and you and you will be bound by them. If and when you agree to them, we will then send a confirmation that we have received your sale order and have accepted it. The agreement between us is formed when we send that confirmation to you.
3. You may include any number of device(s) in a sale order, subject to restriction in these Terms and as we may stipulate from time to time.
4. You must own all rights, title and interests in any device(s) that you send to us.
5. Ownership of and risk in the device(s) will only pass to us when we receive the device(s), in accordance with these Terms. Accordingly, you are strongly recommended to pack your devices prior to dispatch to us to minimise the risk of damage. Please refer to the section "Delivering your device to us" below.
6. You may not transfer, assign, charge or otherwise dispose of a contract or any of your rights or obligations arising under it without our prior written consent.
7. We may transfer, assign, charge, sub-contract or otherwise dispose of a contract or any of our rights or obligations arising under it at any time during the term of the contract.

4. Consumers

1. By placing a sale order through our website, you warrant that:
 1. you are resident in Great Britain or Northern Ireland; and
 2. you are accessing our website from that country; and
 3. you are legally capable of entering into a binding contract; and
 4. you are at least 18 years old (or if you are under 18 years of age, that you have obtained your parent's or guardian's consent to sell your device(s) to us for the sum indicated via our website).
2. You and your parents or guardians release us of any liabilities or claims that may arise if you send the device to us in breach of this warranty.
3. If you deal as a consumer any provision of this contract which is of no effect to a consumer shall not apply. Your statutory rights are not affected by this contract.

4. For the purposes of these Terms, “*consumer*” means an individual who neither makes this contract in the course of a business, nor holds himself out as doing so, as defined by the Unfair Contract Terms Act 1977.

5. Conditions relating to the sale of your devices to us

1. A sale order does not come into effect and no contract will have been formed between us until we have accepted it. We reserve the right to refuse to process a sale order for any reason including, but not limited to, where:
 1. we identify a valuation error on the website; or
 2. you fail to meet any criteria for eligibility which we impose from time to time; or
 3. you fail to submit all necessary and relevant details for us to complete the sales process; or
 4. you fail to send us your device(s); or
 5. where your device(s) is damaged, is not consistent with the device grading policy below or does not comply with these Terms; or
 6. it is an imitation, copy or otherwise a non-genuine make or model.

Any devices falling within the above criteria and similar conditions specified by us will be revalued accordingly and you will receive a regrade email to confirm this.

6. Device grading

1. Each device sold should match the make and model in the sale order and meet the following conditions where relevant to the product category:
 1. *Working:*
 - a. the unit turns on and off;
 - b. the unit is fully functional and works as it should;
 - c. the screen (where relevant) is working and intact;
 - d. the product battery is included;
 - e. the unit is not crushed or water-damaged; or
 - f. the unit includes all necessary peripherals such as controllers and power leads.
 2. *Working with faults:*
 - a. badly damaged casing;
 - b. no battery or power lead;
 - c. battery cover missing or broken;
 - d. handset operating system missing or corrupt;
 - e. broken/missing aerials on mobile phones;

- f. faulty or missing keypads;
- g. SIM Gate broken or missing; or
- h. memory card holder broken or missing and PIN locked.

Note: cracks around docking/charging ports and side switches will result in phones being graded as working with faults;

3. *Recycle only:*

- a. physically broken or beyond economical repair;
- b. broken/cracked/snapped hinges;
- c. water-damaged;
- d. the unit does not power up;
- e. LCD cracked/bleeding/does not work or missing;
- f. unresponsive touch screens;
- g. SIM or memory card glued in;
- h. broken battery terminals;
- i. re-programmed IMEI number; or
- j. barred lost or stolen items logged in CheckMEND.

2. By submitting a sale order through our website you warrant that the device(s) comply with these Terms. The list is not exhaustive. When we inspect or test your device(s), we will not pay as much as the original indicative value if we find that your device(s) does not comply with all these conditions.
3. Device(s) not listed on our website will be automatically recycled where possible, subject to these Terms. Such device(s) cannot be returned under any circumstances. Please ensure you are happy to send such device(s) to us for recycling only. You will not receive any payment for such device(s).
4. **Please note:** You are responsible for cancelling any airtime contract linked to each handset. We are not responsible for any call costs arising before, or after, receipt of your handset, or arising from any other circumstances whatsoever.
5. Please ensure you remove your SIM card before sending us a mobile phone. We accept no liability in the event that a SIM card is sent with a phone and charges are then incurred. You shall continue to be responsible for such charges. Any SIM cards or memory cards received by us are non-returnable.
6. Please remember that by sending your device(s) to us, you agree to release us from all and any claims, losses or damages with respect to the device, any data stored or contained therein or on any media used in conjunction with the device (whether in the form of personal details, SMS, photos, games, songs or other data ("*Data*")). We accept no responsibility in relation to the security, protection, confidentiality or use of such Data and it

is your responsibility to ensure that such Data is removed from the device prior to you sending it to us.

7. Stolen and blocked mobile phones

1. We support and adhere to a code of practice set by the Home Office and the National Mobile Phone Crime Unit to ensure stolen and blocked mobile phones are not recycled. We check the IMEI numbers of all submitted orders via CheckMEND to ensure no blocked or stolen phones are sold to us. In the event that we receive a blocked or stolen phone, the sender will be notified and asked to contact CheckMEND within 28 days to prove that they are the rightful owner and request the phone to be unblocked. If the phone is unblocked within this period, the order will be processed as normal. If however, the phone is not unblocked within the 28 days, we will be required by law to dispose of it. If we at any time become aware of any issues, we reserve the right to withhold/cancel payment and you agree to co-operate with us and any authorities should we so request.

8. Wrong device models and testing

1. Each device is tested for compliance with our Terms. Tests are carried out prior to, and are the conditions for payment. We may stipulate additional tests as we reasonably determine. As devices can look similar, customers sometimes incorrectly identify them. If we find that the model you send is not as referred to in your sale order, we will e-mail a value for the actual device confirming the model. You can choose to continue the sale for the revised value or reject it. If so, we will return the device to you at a charge of £5.50 incurred at your cost, the sale will not progress and our agreement will terminate. To accept or reject a revised value, either proceed or reject the revised value email. **If you do not respond within 3 (three) working days, starting on the day on which we e-mail the revised value, we will automatically process your sale after that time, using the new price.**

9. Damaged devices/incorrect grading

1. Where possible, we offer value for a damaged device(s) but shall not be obliged to do so nor purchase any damaged device(s). We value all device(s) in the state that we receive them in and will not be held responsible for any damage in transit. Damaged device(s) will be traded using the same process as for all other device(s). If we determine your device(s) is damaged or not of the grade that you initially specified when submitting your sale order, we may, at our discretion, pay for the damaged device(s) but the value will be less than indicated on our website during point of sale order. Accordingly, if a device which we receive is damaged, then we will value the device to take account of the damage (in accordance with our grading policy) and send a revised value by email. You can choose to continue the sale for the revised value or reject it. If so, we will return the device to you at a charge of £5.50 incurred at your

cost, the sale will not progress and our agreement will terminate. To accept or reject a revised value, either proceed or reject the revised value email. **If you do not respond within 3 (three) working days, starting on the day on which we e-mail the revised value, we will automatically process your sale after that time, using the new price.** In some cases, values will be zero if device(s) are beyond economical repair. A revised value will only be given once the device(s) has been tested or inspected.

10. Value and payment

1. Device values on our website are indicative only and we are not obliged to pay the initially quoted value if, when we receive your device, we determine that it has a lower value if it fails to meet these Terms. Values are valid for 14 days from the date on which you place a sales order except that values may vary from those initially given on our website, as provided in these Terms. We may extend the period for which device values are valid for but shall not under any circumstances be obliged to do so.
2. Under no circumstances will payment be dispatched before we receive your device. Payment is made by cheque or bank transfer.
3. Payment processing and timings depend on third parties which we do not control, such as the postal service. We will not be liable for delay in your receipt of payment as a result of third party action or inaction or once we have issued instructions for payment. We aim to issue instructions for payment within 24 hours of the day on which your device(s) is tested and confirmed to meet our Terms where valuations do not change; or within 24 hours of the expiry of the three day revalue period referred to above where a device value does change. Timescales are indicative only and we do not guarantee to meet them. We are advised by Royal Mail that customers should allow 3-5 working days for cheques to arrive.
4. The criteria used to value devices are based on numerous factors including changes in market value. We may change the way in which we value devices at any time and without notice. Device values may change from day to day which means that if you check the value of your device on any given day but do not place a sale order, you may be given a different value for the same device at a later time. This does not affect any other provisions in these Terms. Any special offers on device values are subject to particular terms which we may impose and may be varied or withdrawn at any time and without notice. Values are shown and payments are made in pounds sterling.
5. Each device is processed separately, even if included in a multiple device sale order. We may send payment for each device separately. Nothing shall oblige us to complete any transaction with you, make a payment or fulfil our obligation to you in accordance with these

Terms if we become insolvent, enter into an arrangement with administrators or if anything similar occurs, in which case our agreement with you will end immediately.

6. Payments are also subject to validation and security checks which we or third parties may stipulate from time to time. Payments are non-transferable and will be made to the payee named as instructed in the sale order. If you would like someone else to receive payment, you must ensure you have all the correct details and authorisation. Payments will be sent in the case of postal payments to the address you stipulate when you set up your account. Payments sent in the post will be sent via second class Royal Mail post (3-5 days delivery time). Payments are made using the details which you provide. You must ensure that you provide all correct, accurate details, including without limit, payment and account details. We will not be liable if you fail to receive a payment or suffer a loss (including if a payment is sent to an incorrect account) as a result of your failure to input all payment and other details correctly, completely and accurately. In the case that a cheque duplicate needs to be raised due to incorrect details being input at the point of sale, you will be liable to cover all administrative fees issued for a duplicate cheque. The total value will be subtracted from any payments owing. If the administration fee is greater than the fee owed, no cheque payment will be sent as a result.

11. Delivering your device to us

1. Other than for laptops or multiple devices (for which we may arrange collection, at our discretion), we will supply you with a pre-paid envelope for you to send your device(s) to us. The pre-paid envelope does not guarantee that the device(s) will be received in the same condition as when it was sent. In addition, we suggest that all device(s) are sent to us via Special Delivery or Recorded Delivery at your discretion based upon the items value. Visit **royalmail.com** for more information. In the event that a device is received in a damaged state, we will notify you by email as outlined above and, if you require us to do so, we can return the damaged device to you at a charge of £5.50. You can make a claim for loss suffered with the Royal Mail. We shall not be liable for any damage occasioned to your device(s) prior to receipt by us unless we specifically notify you in writing.

12. Postage

1. We pay for postage fees and where necessary courier fees to transport your devices to us. Just use the freepost bag provided (but note the advice provided in the “Delivering your Phone to Us” section above) or online courier booking service. We do not accept responsibility for non-delivery of devices or damage in transit. We therefore recommend that you package your items accordingly (as provided for in the “Delivering your Phone to

Us" section above) or send high value items via Royal Mail Special Delivery or Recorded Delivery to ensure successful delivery. Visit royalmail.com for more information.

2. Royal Mail Special Delivery or Recorded deliveries should be sent to us at the following address: Samsung UK, ShP Limited, The Old Reebok, Southgate, White Lund Industrial Estate, Morecambe, LA3 3PB.
3. If you prefer to send smaller items/orders not qualifying for a courier collection to us using your own bag, please send the items to the following freepost address: FREEPOST RSBR–CHGG–BLZX.

13. Packaging your items

1. You should carefully package your items when sending them to us to ensure that they are not damaged in transit. We automatically provide a freepost service or courier service depending on your order and advise that you should try and include old newspapers, bubble wrap, or other environmentally-friendly packaging material to cushion your item during transit. Even if you send your items to us via Royal Mail Special Delivery or Recorded Delivery for added security and speed of delivery, you should still follow our guidelines on packaging your item. Sending products to Samsung is at your risk and we will not be held responsible for any damage that may occur in transit. Ownership of the items only transfers to us upon arrival and in the condition that we receive them in.

14. General

1. If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the provision will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
2. If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.
3. A person who is not a party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.
4. We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from third party sellers through our site or from companies to whose website we have provided a link on our website will be of satisfactory quality and any such warranties are DISCLAIMED by us

absolutely. This DISCLAIMER does not affect your statutory rights against that third party seller.

5. Applicable laws require that some of the information or communications we send to you should be in writing. When using the website, you accept that communication with us will be mainly electronic. We will contact you by email and, for contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other such communications that we provide to you electronically comply with any legal requirements that such communications be in writing. This condition does not affect your statutory rights.
6. All notices given by you to us must be sent to ShP Limited, The Old Reebok, Southgate, White Lund Industrial Estate, Morecambe, Lancaster, LA3 3PB. Notice will be deemed received and properly served 24 hours after an email is sent or three days after the date of posting of any letter. In proving service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such email was sent to the specified address of that addressee.
7. These Terms and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
8. These Terms shall be governed by English law and we both agree to the non-exclusive jurisdiction of the English Courts.

*If you have any questions or require clarification about any of these terms and conditions then please feel free to email us on **contact@shplimited.co.uk***