

Trade-In Terms and Conditions

- 1 For trade-ins arranged by telephone, you shall be deemed to have accepted these terms and conditions when you send us your trade-in product. For trade-ins arranged online, you shall be deemed to have accepted these terms and conditions when you tick to accept them. Where you have also purchased a product from Mobbles.co.uk, these terms and conditions apply in addition to Mobbles.co.uk Terms and Conditions of Sale. Where you have also purchased a service from a network operator, these terms and conditions apply in addition to the network operator's terms and conditions of service.
- 2 For trade-ins arranged by telephone, you can only use a trade-in product against the purchase of a new pay monthly, pre-pay, upgrade or SIM free product from Mobbles.co.uk.
- 3 The trade-in product must not be one that is subject to any previously agreed trade-in arrangement.
- 4 The trade-in product must be complete, including product, battery and back case, and in full working order.
- 5 The trade-in product must be in good visual condition, not have any damage to any parts, have no evidence of liquid damage, power on and charge if applicable. Normal wear and tear is acceptable.
- 6 The trade-in product must not be stolen or listed with us or a third party as stolen. If we receive a trade-in product that is stolen or listed as stolen, we may pass the product and your details on to the police.
- 7 The trade-in product must not be a product that you have purchased from Mobbles.co.uk within the 30 days prior to trade-in.
- 8 The trade-in product value will be the market value determined by us or a third party on our behalf based on the product make, model (using its serial number) and condition advised by you, and using comparisons with a number of trade-in web sites. [Makes and models not recognized by the Mobbles.co.uk system will be valued at zero.]
- 9 Once you have successfully traded-in your product, it will not be returned to you under any circumstances.
- 10 Any memory cards must have been removed from the product prior to trade-in. Mobbles.co.uk will not be liable to you for any consequences of you not removing a memory card.
- 11 All data you wish to retain that has been put on the product should be saved elsewhere prior to sending if possible. Mobbles.co.uk will not be liable for any damage, loss or erasure of any such data.
- 12 All data that has been put on the product must be removed prior to trade-in. Mobbles.co.uk will not be liable for any consequences of you not removing your data, including use or disclosure of such data.
- 13 You must be either the owner of the product or have obtained permission from the rightful owner to trade-in the product.
- 14 You must send in your trade-in product in the bag provided by us or our agent to you by Royal Mail first class recorded delivery post using the delivery slip provided to the address stated on the bag and not by any other means for it to be eligible. We will usually send you this bag within 2 working days of you agreeing the trade-in. You must pay the cost of sending it by recorded delivery, however, we will reimburse you this cost in the cheque provided under paragraph 16.
- 15 We must receive your trade-in product within 10 calendar days of order confirmation.
- 16 Provided the trade-in product received is as advised by you and has been received within the 10 calendar days, the value of the trade-in product will be sent to you via cheque to the person and address provided by you within 28 days of receipt of your traded in product.
- 17 If the trade-in product received does not match the serial number, product make or model advised by you or we have not received it within the 10 calendar days, we will contact you (either by letter, email or SMS) to give you the option either to have the product 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 5 days of the date of the letter or the date the email or SMS was sent, the product will be returned to you and no value will be paid to you.
- 18 If the trade-in product received is stolen or listed with us or a third party as stolen, the trade-in product will not be returned to you and no value will be paid to you.
- 19 If both paragraphs 17 and 18 applies to the trade-in product, paragraph 18 will prevail.
- 20 Our aggregate liability in relation to this offer (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 of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed £250 for any one incident or series of related incidents.
- 21 Trade-in products are limited to one per transaction.
- 22 We will pass your information (including name, address, telephone number and email address) to third parties providing the trade-in service on our behalf only to allow them to process your trade-in and contact you to advise you of how to send your trade-in product, the status of your trade-in, the reasons for rejection of your trade-in, your option to either have the product returned or accept a new value, or when a trade-in product has been identified as being stolen and that their information has been provided to the police, or to provide you with a cheque for the value.
- 23 We reserve the right to withdraw or to change the terms of this offer at anytime. Changes will be published on our website at www.mobles.co.uk.
- 24 Nothing in these terms and conditions shall affect your statutory rights.
- 25 Relevant United Kingdom law will apply to these terms and conditions and the courts of England will have exclusive jurisdiction in relation to the Agreement.
- 26 Each of the clauses of these Terms and 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.
- 27 Mobbles.co.uk is a trading division of The Carphone Warehouse Limited (registered no. 2142673), 1 Portal Way, London W3 6RS

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