

# Terms & Conditions

Sony Switch-Up terms and conditions for the supply of services to trade in and recycle mobile phones.

All services relating to the trade-in and this website are operated by MTR Group Limited on behalf of SONY MOBILE COMMUNICATIONS AB, 221 88, Lund, Sweden.

## 1. TERMS

These are the terms and conditions on which we buy devices from you. By sending us devices you agree to be bound by these terms and conditions. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem, and other important information. If you think there is a mistake in these terms, please contact us to discuss.

Please read these terms carefully before you send us your device(s) and take note of your IMEI number in case there is a problem with your order. Your IMEI number can be found by typing in \*#06# (or in your device settings). It should also be printed on the back of your device or under the battery.

## 2. IN ADDITION TO THESE TERMS AND CONDITIONS, THE FOLLOWING TERMS ALSO APPLY TO YOUR USE OF OUR WEBSITES AND DATA PROTECTION:

<https://www.trade-in.sonymobile.com/privacy-policy>

<https://www.trade-in.sonymobile.com/terms-of-website-use>

<https://www.trade-in.sonymobile.com/cookie-policy>

<https://www.trade-in.sonymobile.com/acceptable-use-policy>

## 3. INFORMATION ABOUT US AND HOW TO CONTACT US

3.1 We are MTR Group Limited a company registered in England and Wales under company registration number 7839241 and our registered office is at 10 The Spine Green Centre, Harlow, Essex CM19 5TR. Our registered VAT number is 123 8610 32. “

All services relating to the trade-in and this website are operated by MTR Group Limited on behalf of SONY MOBILE COMMUNICATIONS AB, 221 88, Lund, Sweden.

3.2 You can contact us by telephoning our customer service team at 03332079424 or by writing to us at email: [switch-up@sonyrecycle.co.uk](mailto:switch-up@sonyrecycle.co.uk).

3.3 If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

3.4 When we use the words "writing" or "written" in these terms, this includes emails.

#### 4. OUR CONTRACT WITH YOU AND YOUR ORDER

##### 4.1 Offer and acceptance- How we accept your order.

Your completion of the order form is an offer to us to purchase the device. The contract between us and you is formed, subject to these terms and conditions, when we confirm receipt of your order form. The contract between you and us is conditional upon us receiving the device and it (and you) complying with these terms and conditions. The estimated price may be varied as set out in these terms and conditions.

##### 4.2 If we cannot accept your order. We will inform you of this and will not charge you for the service.

4.2.1 Before you send a device to us, you will need to complete an order form for each device, after which we will provide you with an estimated price. Your order form must be complete and accurate, and you must update us if any of the information changes. If the order form information is not complete or accurate, you may not receive the full estimated price.

4.2.2 Submitting an order will create an account on our site. In order to submit an order and sell us a device, you must be:

- a. a UK resident accessing our site from the UK (and we will only send sales packs to the UK);
- b. able to enter into a binding contract;
- c. at least 18 years old (or have obtained your parent or guardian's consent to the relevant sale for the relevant sum).

4.2.3 Following acceptance of your order form we will send you a sales pack for you to send us the device(s). When sending your device, please ensure your name, address, and any other information requested in the sales pack is included

4.3 We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4.4 PLEASE ENSURE ALL PERSONAL DATA IS ERASED, REMOVED OR OTHERWISE DELETED FROM YOUR DEVICE BEFORE SENDING IT TO US. WE CANNOT BE HELD RESPONSIBLE FOR YOUR PERSONAL DATA IF YOU HAVE NOT REMOVED IT FROM YOUR DEVICE OR IF YOUR DEVICE IS LOST IN TRANSIT WHEN BEING SENT TO OR RETURNED BY US. IF YOU SEND US A NON-FUNCTIONING DEVICE WE MAY NOT BE ABLE TO RESET OR WIPE IT BEFORE SELLING IT ON.

#### 5. YOUR DEVICE

5.1 Any device you send us must match the make and model from your order form and by sending it to us you confirm that:

- a. You own the device
- b. Includes its battery within the casing and does not have any missing parts; or is not damaged in any way
- c. Is not PIN locked and does not have an "Activation Lock" or iCloud Lock" activated
- d. Is not "jail broken" (i.e. devices software has not been corrupted nor contain unauthorised software.)
- e. or similar and that the firmware has not been altered
- f. Is original and meets the manufacturers original UK specifications.

5.2 If you send us a device which does not meet these requirements, or is not listed on our website, or if you do not comply with the “You and your order” requirements above, we may contact you and notify you that we are not purchasing your device. If we refuse to buy it you may ask us to return it (at your cost) or recycle it. If we are unable to contact you within 7 days of receiving the device, we will automatically recycle it.

5.3 If your device still has the ‘Activation Lock’ or ‘iCloud Lock’ activated, we will contact you to ask for your help in unlocking it. If we do not receive a response within 5 days of us contacting you, your handset will be recycled and you will not receive any funds for this trade in.

5.4 You will not receive any payment for devices which are returned or recycled.

5.5 Please remove any PIN or other locks or restrictions on any of your devices before sending them to us.

5.6 Your device must not be blacklisted or reported lost or stolen. Please see the red flag procedure below.

5.7 We accept boxes, chargers and accessories but they do not increase the estimated price and we may not be able to return them.

## 6 Grading your device

6.1 If your quote form stated that your device was in working order, then to receive the full estimated price for your device, it must be in good condition. Your device should:

- a. be in full working condition (and all features must be in good working order)
- b. not have significant damage (this does not include mild cosmetic damage or fair wear and tear)
- c. only be locked to the network you have specified in your order
- d. not have any other issues which affect our ability to resell it.

6.2 Significant damage will include (among other things) damaged or cracked screens, damaged or non-functioning cameras, missing buttons or keypad damage, deep scratches or dents, snapped hinges; non-functioning charger ports, screen guards, transfers, decals or similar which cannot be removed, microphone or earpiece damage, cracked backs, missing parts, touch screen faults, and faulty or defective software.

## 7 Pricing

7.1 Prices displayed on our website include any applicable VAT and other tax, and are subject to change at any time without notice. Device prices are variable and if you check the value of your device but do not place a sales order, the value may be different at a later time.

7.2 Any special offers on device prices are subject to particular terms which we may impose and may be varied or withdrawn at any time without notice. All prices are paid in pounds sterling.

7.3 The estimated price of any device is guaranteed for 14 days, subject to the device complying with these terms and conditions. We may remind you if we have not received your device within 14 days of your order.

7.4 To be accepted, your device must be received within 14 days following your request and comply fully with these terms and conditions.

7.5 If your device is received more than 14 days following your order or does not comply with these terms and conditions then reduced prices may apply or we may refuse to buy your device.

7.6 If your device still has the 'Activation Lock' or 'iCloud Lock' activated, we will contact you to ask for your help in unlocking it. If we do not receive a response within 5 days of us contacting you, your handset will be recycled and you will not receive any funds for this trade in.

## 8 Reduced Prices

8.1 If reduced prices apply, we will contact you to make a reduced offer. If you reject this offer, we will return it. Reduced offers will be automatically processed for payment at the new reduced price if we do not receive your response to our proposed offer within 5 days.

Our decision is final on all device prices.

## 9 Red Flags

9.1 We check the status of all devices we receive against the National GSMA database (using the unique IMEI or serial number)

9.2 If your device has a red flag (meaning it has been registered as lost, stolen, barred or blocked on the GSMA database), we must quarantine it for 28 days while its status is reviewed.

9.3 If we notify you that your device has a red flag you will need to contact GSMA to have it removed, we will provide guidance on this procedure.

9.4 If the red flag is removed before the end of the quarantine period, we may process and purchase your device in accordance with these terms and conditions. If the red flag is not removed before the end of the quarantine period, we are required by law to dispose of it or provide it to the police and you will not receive any payment. By law we cannot under any circumstances return the device during this 28 day period unless the red flag has been removed.

9.5 If we become aware of any issues with your order you may be required to co-operate with the authorities and we reserve the right to withhold or cancel payment.

9.6 If we become aware of a red flag or other ownership issue with the device and we have already paid you for the device, you agree to return that payment on our notification, and that we may take steps to recover that amount and any associated costs of recovery.

## 10 Payments and Ownership

10.1 Ownership of the device will pass to us when we dispatch payment to you or (if applicable) when we recycle the device

10.2 Payments will be sent by the method chosen in your order form (including the option to receive vouchers as more particularly set out in 10.7 below). If you wish to amend your payment method, please contact us before payment is sent. Payment will only be sent following receipt, testing and acceptance of your device (or under the "Reduced Prices" process set out above).

10.3 We issue same day payments, the day your parcel is received you will also be paid unless there is an issue with your order. If we do not receive a response you will be paid upon expiry of the 5 day notice period under the "Reduced Prices" process set out above. However, this timescale for guidance only and we cannot guarantee payment within that time.

10.4 You should allow 2-3 working days for cheques or Sony vouchers (as more particularly set out in 10.7 below) and 2 hours for electronic payments to arrive. Payments are also subject to validation and security checks which we or third parties may stipulate from time to time. Payments sent by post will use first class Royal Mail post. All valuations include VAT (or other applicable tax) at the applicable rate.

10.5 Payment processing depends on third parties (such as postal services and banks) whom we do not control, and on you inputting complete and accurate payment details during the order process. We do not accept liability for any delay or failure in your receipt of payment as a result of those third parties' action or inaction or your provision of inaccurate or incomplete details.

10.6 If your cheque is damaged, you can have it reissued, free of charge, by posting us a written request and including the damaged cheque to our registered address above. If the damaged or expired cheque is not received by us, a cancellation fee will apply and will be deducted from the re-issued cheque value. If you have lost your cheque, you can request for it to be cancelled and reissued. A cancellation fee will apply and will be deducted from the re-issued cheque value.

10.7 On the successful completion of your trade-in order and where you have opted to receive Sony Vouchers, you will receive a confirmation email containing: -

- a) An account registration link to allow you to complete the setup of your Sony Voucher account; AND
- b) Confirmation of the Sony voucher amount (in pounds sterling) that has been allocated to your Sony Voucher account in respect of this trade-in order.
- c) Upon completion of the registration of your Sony Voucher account, your vouchers will be available for use immediately, but your voucher balance will only be displayed whilst you are logged into your account.

## 11 Postage and returns

11.1 YOU MUST ENSURE THAT YOU ARE HAPPY TO SEND THE DEVICE TO US AND THAT IT IS WITHIN YOUR RIGHTS TO DO SO.

11.2 You send your device to us at your own risk. We cannot be responsible for devices we do not receive, or for the condition in which we receive devices. We strongly recommend that you pack your device carefully to minimise the risk of damage. The sales pack does not guarantee that the device will be received in the same condition as sent.

11.3 We recommend that you wrap your device in bubble wrap and place it in a strong rigid box (ideally the original device box) so it cannot move or rotate in transit. All devices must be sent in accordance with Royal Mail guidance.

11.4 Devices must be sent to us by Royal Mail 48<sup>®</sup> Tracked Service or Royal Mail Special Delivery. Royal Mail 48<sup>®</sup> Tracked Service is available using the freepost sticker included in your sales pack. If you use Royal Mail Special Delivery or any other delivery service (or don't use your freepost sticker), your postage costs will not be reimbursed.

11.5 If you do not use the freepost label provided by us, you will be responsible for obtaining a receipt from Royal Mail and retaining this for tracking and insurance purposes. If you use the freepost label provided, your phone will only be insured in transit by Royal Mail up to Royal Mail's limits.

Please note: your device will be tracked online to our local delivery office. It will then appear as "delivered" on the Royal Mail system, but this means delivered to our local delivery office. From there it can take 1-2 days to arrive with us and will not be tracked directly to our premises. Once we receive it, we'll let you know.

11.6 If your device is lost or damaged in the post we will advise you how you might claim against the Royal Mail but we cannot guarantee you will be successful.

11.7 If we receive a damaged package, the package and device (if we received it) will be returned to you so that you may claim for the loss directly from Royal Mail. By sending the package back to you we do not guarantee that the claim will be successful and we will not have any liability for any claims which are refused by external parties. For more information about making claims with Royal Mail, please visit [www.royalmail.com](http://www.royalmail.com).

Please note: Royal Mail recently introduced new guidelines about sending products containing lithium batteries. To find out more please ask at your post office or visit [www.royalmail.com](http://www.royalmail.com).

11.8 If we return your device, we use Royal Mail 48<sup>®</sup> Tracked Service at our cost (unless specified otherwise). If Royal Mail cannot deliver the device, we will ask them to return it to our registered office and we will contact you to check your address. Once we receive confirmation that the address is correct we will resend the device.

If a device is returned to us for a second time or if we have emailed you and we do not receive a response within 14 days, we will treat the device as our property, retain it and recycle it or process the sale under the "Reduced Price" process as applicable. If the "Reduced Price" process applies, the estimated purchase price used will be the price which applies on the date we receive the second return, or the fourteenth day after we have contacted you.

## 12 Liability

12.1 If you are a consumer, we are not responsible for any of your loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 If you are not a consumer, we will not be liable to you for any business losses or loss or corruption of data or any loss or damage that is not foreseeable.

12.3 Your statutory rights are not affected by these terms and conditions, and nothing in these terms and conditions limits our liability for death or personal injury caused by our negligence, our fraud or fraudulent misrepresentation or any other matter which cannot lawfully be limited or excluded.

## 13 Forming the contract

13.1 Your completion of the order form is an offer to us to purchase the device. The contract between us and you is formed, subject to these terms and conditions, when we confirm receipt of your order form. The contract between you and us is conditional upon us receiving the device and it (and you) complying with these terms and conditions. The estimated price may be varied as set out in these terms and conditions.

13.2 Our contract with you will terminate or expire when we buy, recycle or return your phone in accordance with these terms and conditions.

13.3 If you are a consumer, you may cancel your contract with us without charge at any point up until you send the device to us. After this point you may not cancel your contract with us (but it may be terminated or expire as provided for in these terms and conditions).

## 14 Events outside of our control

14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under our contract with you that is caused by events outside our reasonable control or due to our compliance with any applicable laws or regulations.

## 15 General

15.1 These terms and conditions are governed by English law and claims in relation to our contract with you are subject to the jurisdiction of the courts of England and Wales.

15.2 If you need to contact us in relation to our contract with you, please use the methods set out in these terms and conditions. If we need to contact you, we may do so using any of the contact details you provided to us, including in your order form.

15.3 If a court finds part of our contract with you unenforceable, the rest will continue in force. Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.4 This contract is between you and us. You may not transfer any of your rights or obligations under your contract with us without our prior written consent. We may transfer our rights and obligations under this contract at any time (although we will let you know and will ensure that this does not affect your rights under your contract with us). No person other than you and us shall have any rights to enforce any of the terms of this contract.

15.5 Even if we delay in enforcing our contract with you, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms and conditions, or if we delay in taking steps against you in respect of your breaking our contract with you, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

## 16 Complaints

16.1 If you have any complaints regarding our service, please contact us using the contact details provided at 3.1 above or send an email to us at [switch-up@sonyrecycle.co.uk](mailto:switch-up@sonyrecycle.co.uk).

## 17 HOW WE MAY USE YOUR PERSONAL INFORMATION

17.1 We will use your personal information in accordance with our Privacy Statement which can be found at <https://www.trade-in.sonymobile.com/privacy-policy>

For the avoidance of doubt MTR Group Limited is the controller and processor of your personal information and no such data shall be transferred to Sony. All queries relating to your data should be sent to MTR Group in accordance with the terms of its privacy policy.

## 18 OTHER IMPORTANT TERMS

18.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

18.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

18.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

18.4 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

18.5 We may change these terms and conditions at any time and such changes will take effect when posted on the website in respect of all transactions entered into from such time.