

Three Trade In - Terms & Conditions

'Trade In' is Hutchison 3G UK Limited's ("Three") device trade in programme ("Trade In"). Three's Trade In is operated and administered for Three by Ingram Micro Services Ltd.

By registering and placing an order with Three using Trade In, you are accepting and agreeing to be bound by these terms and conditions. You are also providing confirmation and acknowledgement that **you are entering into a contract with Ingram Micro Services Ltd.**

Where there are references to "we", "us", "our" or similar within these terms and conditions, this shall be deemed a reference to Ingram Micro Services Ltd. Your contract with us, incorporating these terms and conditions, shall be formed when you have agreed to the Trade In during your purchase journey, and we have received your device.

This service is intended for the Trade In of the following devices:

- Mobile handsets
- Cellular Tablets
- Cellular smart watches

To find out whether your device can be traded in please go to [www.three.co.uk/why-three/Trade In](http://www.three.co.uk/why-three/Trade%20In)

Customer requirements

By registering with Three Trade In and sending a device, you warrant that:

- the device(s) comply with these terms and conditions;
- you are resident in the United Kingdom;
- you are legally capable of entering into a binding contract; and

- 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 Trade In.

As far as allowed by the law you release us of any liabilities or claims arising out of any breach by you of the above warranties.

Your statutory rights are not affected by this contract.

You are responsible for cancelling any airtime contract linked to each device. We are not responsible for any call costs arising before, or after, receipt of your device or arising from any other circumstances whatsoever.

SIM cards must be removed prior to sending us your device. Any SIM cards not removed and received by us will be destroyed and so cannot be returned. We accept no liability in the event that you incur charges linked to any device that has been sent with its SIM card.

You must remove all personal data from devices prior to sending them. This includes but is not limited to all personal details, SMS, photos, videos, games, music or other data. We will not accept responsibility for the security, protection, confidentiality or use of such data. We will not return any data that is stored on a device that is sent to us. By sending your device to us you agree, as far as allowed by the law, to release us from all and any losses, claims or damages with respect to the data enclosed or stored therein or on any media used in conjunction with the device.

For instructions on how to backup and delete data from your device please see [https://www.three.co.uk/why-three/Trade In](https://www.three.co.uk/why-three/Trade%20In)

Sending your device

Before sending us your device to Trade In, you must make note of your IMEI/serial number. This is to ensure that we can identify your device in the unlikely event there is a problem with your order. Your IMEI number may be printed on the back of your device or can be found by typing *#06# into the keypad of your handset. When sending in any other device, you must make note of your serial number which will be located in your settings menu, on the device or any packaging that it came in. To find out more about locating your IMEI/serial number please visit [three.co.uk/why-three/Trade In](https://www.three.co.uk/why-three/Trade%20In)

Trade In at a Three store

If you submit your device for Trade In in a Three retail store, we will not be able to return that device to you under any circumstances. If you submit your device for Trade In after you have visited the Three store (by sending it to us yourself), if there is a change in the value of your device once we have assessed it (in accordance with Annex A below), you will be given the opportunity to decline the new value and, if you decline, we will return your device and Title passes back to you. If you agree to proceed with the Trade In with the new value, we will no longer be able to return your device. See 'Payments' below for more information.

If you received a monetary incentive (e.g. £100 bank transfer or a credit note to spend in store) as part of your new contract (e.g. Airtime Plan) with us, and you decide to cancel your new contract within 14 days of receipt, you will be required to pay back the amount of the incentive or return/ pay for the goods purchased with a credit note before Three can process the exchange or refund. Alternatively, the amount of the incentive will be deducted from any amounts refunded to you or we will apply a charge equal to the incentive value to your Airtime Plan bill. For example, if you received a £200 payment towards your Trade In from Three and decide to cancel your Trade In, Three will apply a £200 charge to your Airtime Plan bill.

Your device

Each device you send to Three Trade In should match the make and model stated when registering and placing your order and should meet the following conditions:

- The device must turn on and off.
- The device must be fully functional and complete.
- The screen must be working and intact.
- The battery must be included.
- The device must not be crushed or liquid-damaged.
- The device must be original and meet the manufacturer's original specifications.
- The device must not be modified in any way.

Important – You must do a factory reset of your device, remove any tracking or locking mechanisms (for example, find my iPhone) on the

device and remove any PIN or password before sending. If you fail to do this, we cannot process your Trade In device.

The price you receive will be dependent on the condition of the device. If your device does not meet the criteria above, by way of a guide as to the price you will receive, please see Annex A at the bottom of these terms and conditions.

Additional information regarding your device

- Any stolen, blocked, counterfeit, blacklisted or fake devices traded in will be held by us, not returned to you and will be reported to the police without reference or notice to you. No payment will be made.
- Any devices that are sent to us and do not have a value will be recycled in line with waste electrical and electronic equipment (WEEE) Regulations.

Payments

- When we receive your Trade In device, we will check that it meets these terms and conditions. Providing it does, we will assess the condition of the device, assign a condition grading (in line with the pricing guide in Annex A below) and, assuming our condition grading matches the original quote and the quote has not expired, we will make a payment equivalent to the final Trade In value by your chosen method, either by:
 - a) Bank transfer – sending the payment to your nominated bank account within 5 working days, or
 - b) New Device Plan agreement – applying the payment towards your new Device Plan agreement balance, which will reduce your future monthly Device Plan agreement payments. You will receive an updated Device Plan payment schedule once the payment has been applied and your Device Plan balance has been reduced.

Important: The payment towards your new Device Plan agreement and reduction in your monthly Device Plan payments

will show on your first month's payment if you Trade In in a Three retail store and hand the device for Trade In to a Three retail team member.

If you Trade In at three.co.uk, over the phone via our contact centre, or in a Three retail store but send the Trade In device to us later on, the payment towards your Device Plan agreement and reduction in monthly payments may be delayed by one - two months, therefore only applying from month two or three of your Device Plan agreement.

- If we are due to make the payment to you but the date falls on a weekend or public holiday, payment will be made on the next working day.
- Payment can only be made to the name, address and bank account details provided, or to the relevant the Device Plan agreement entered into, during the order process.
- If you receive a reduced price, because your quote has expired and new pricing now applies and/or following inspection of the device its condition does not match what you told us during the order process (and a further reduction is made in line with the pricing guide in Annex A below), we will give you 48 hours to reject the new valuation and to have your device returned free of charge. If we haven't heard from you after 48 hours, we will process your order for payment (as chosen by you per (a) or (b) above) at the reduced value.

Postage

- We recommend sending all items via the Post Office and high value items by registered post (Royal Mail Special Delivery). You can either print a pre-paid Royal Mail label at home or request for a Three Trade In jiffy bag either in a Three store or online.
- We do not accept responsibility for any non-delivery of devices or any damage in transit. To avoid any damage during transit devices must be packaged adequately using protective wrapping.
- Ensure that the label is securely fastened to the parcel and the barcode is not obscured by tape. The Post Office receipt must be retained as proof of sending.
- In order to make any claim against Royal Mail for a device lost or damaged in transit, you must retain your Post Office receipt and your device IMEI or serial number.

- There are Royal Mail guidelines regarding the shipping of products containing lithium batteries. For more information on this, please see; https://personal.help.royalmail.com/app/answers/detail/a_id/96/~-/prohibited-and-restricted-items---advice-for-personal-customers

Your device should be sent to us at: **Ingram Micro Communications House, Vulcan Road North, Norwich, NR6 6AQ.**

Pricing

- Prices offered via Trade In are subject to change at any time without notice.
- Before your order is placed, you can save your basket and return to it within 7 days to complete the order with the Trade In value as shown. If you return to continue with your purchase journey **after** 7 days, your Trade In device will need to be regraded, and a new value may be assigned to it.
- Unless we tell you otherwise, once your order has been placed, the price quoted is guaranteed for 14 days (providing your device meets the conditions set out by you in your purchase journey). If your device is received more than 14 days after the order placed date, then the device will be regraded and the Three Trade In price applicable at that time shall apply.
- If the condition of the device received differs to the condition you confirmed to us, the device will be regraded, and a new quote will then be provided based on the device received. Please see the 'Payments' section above for more details.
- If the device received differs to the device registered, the order will be processed based on the device received, not the device registered. A new quote will then be provided based on the device received.
- We will have the final decision on all device values.

Miscellaneous

- We reserve the right to reject any device sent where these terms and conditions have been breached.
- We reserve the right entirely at our discretion to reject large volume repeat orders.

- You must own the device(s) that you send to us in their entirety.
- Ownership of the device will pass to us when we receive the device and we have dispatched payment to you in any format, including but not limited to making a payment towards your Device Plan agreement.
- The contract between you and us is binding on you and us and on our respective successors and assigns. 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. You may not transfer any obligation within these terms and conditions to any other person, without our prior written consent.

Cancellation

You may cancel your Trade In agreement within 14 days of receiving your new device ("cooling-off period"), providing:

- the contract was negotiated and concluded exclusively by means of distance communication (including, but not limited to, telephone or online sales); and
- you are a consumer and are not acting in any business capacity.

To cancel the Trade In agreement you must notify us in writing. If you cancel within the cooling-off period, but after you have sent us your Trade In device and accepted the value (where applicable), you accept you will not receive your Trade In device back. Instead, we will provide you with a cash value for your Trade In device and send this via bank transfer.

Events outside of our control

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

Data Protection

Ingram Micro Services Ltd shall be the data controller in relation to any data collected and processed in relation to the Three Trade In program.

Your personal details will at all times be processed in accordance with the Ingram Micro Services Ltd Privacy Policy, which can be found here: <http://corp.ingrammicro.com/privacy-statement.aspx>

Annex A – Device Grading

Grading mobiles and tablets

We recommend that you use our grading tool to obtain a price before you send in your device.

No device is ever the same so grading varies from model to model, depending on the damage and condition. To give you an idea of the types of issues which may affect our valuation, please have a look at our table below:

Price Reduction - 50%

- Cracked, customised or missing front or back covers
- Missing or faulty buttons or Sim tray
- Water damaged but the device is still fully functional

Price Reduction - 80%

- Screen damage (cracked or smashed screen, LCD/pixel damage, Screen burn or any other display issues)
- Heavy damage to device
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- Doesn't power on or off or accept a charge
- Software faults/device does not connect to a computer

Price Reduction - 100%

- Blocked, stolen or fake items
- Locked to iCloud or other activation locks

Grading cellular smart watches

Grading cellular smart watches is more complex and requires the wearable to be working (fully functional) and fully intact cosmetically. We advise you answer our grading questions to obtain a more detailed valuation for your wearable before sending it in to Three Trade In.

Fully working – your wearable is in fully working condition. We will test all functions. Some slight markings on the casing will be acceptable. For watches, your original watch strap must also be sent back to be eligible for the full value.

Non-working – this may include dents and other visible damage; scratching to the screen; functional damage; software faults (e.g. a faulty home button).

In some cases, depending on the value and condition of your wearable, we will be unable to offer any payment. To give you an idea of the types of issues which may affect our valuation, please have a look at our table below:

Price Reduction 0%

- Fully working + “As new” to light cosmetic wear and tear on the device

Price Reduction - 50%

- Missing the original strap

Price Reduction - 80%

- Screen damage (cracked or smashed screen, LCD/pixel damage, display issues)
- Heavy damage
- Software faults

Price Reduction - 100%

- Blocked, stolen or fake items
- Doesn't power on or off or accept a charge
- Locked to iCloud or other activation locks