

E-Giant Trade-in Terms & Conditions

1. Terms of Supply

Please read these terms and conditions carefully before completing your trade-in order at A1 Comms LTD.

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

You should understand that by completing a trade-in order, you agree to be bound by these terms and conditions

The term 'E-Giant LTD' or 'us' or 'we' refers to the trade-in solution provider (not A1 Comms LTD or any of its subsidiary brands) whose registered office is: Unit 8, Brickfield Trading Estate, Brickfield Road, Eastleigh, Hampshire. Our company registration number is 8321525. The term 'you' refers to the user or viewer of A1 Comms LTD's website.

We cannot be held responsible for any items that aren't returned via Royal Mail and subsequently lost within the mail system for items being sent to us. We will of course claim if returned handsets dispatched from us don't arrive with you.

E-Giant LTD reserves the right to claim any handset that we haven't heard back on following e-mail communication to the registered e-mail address after 5 calendar days. You will be paid the value sent via e-mail.

E-Giant LTD reserves the right to refuse any handset or device at any time without notice.

E-Giant LTD reserves the right to destroy any lost / stolen handsets that appear on the "MobiCheck" database if they haven't been claimed by their subsequent owners after 28 days. UK legislation states that we cannot under any circumstances return or pay for a mobile phone or device which is registered lost or stolen at any time unless the lost or stolen records associated with it are cleared. If we at any time become aware of any issues, you will be required to co-operate with the authorities and we reserve the right to withhold or cancel the payment.

E-Giant LTD reserves the right to update you at any time, via your supplied contact details. This can be via, mail, SMS, e-mail or phone call.

Should the price on the site not be any different then the value will not be adjusted.

PLEASE ENSURE THAT YOU ARE HAPPY TO SEND THE PHONE TO US AND THAT IT IS WITHIN YOUR RIGHTS TO DO SO.

2. Phones & devices

Working

Each mobile phone or device should:

- Turn on / off (with all buttons and sensors working)
- Have no cracks to the casings and screen (**light wear and tear is acceptable)
- *Be fully functional (both hardware and software)
- Include its battery
- Make / receive calls
- WiFi / Camera / Video must work
- Be removed from any iCloud / Samsung / Google Accounts

Faulty*

Each mobile phone or device will:

- Crack or smashed screen
- Heavy wear and tear
- Include its battery
- Be intact - not crushed or snapped in half
- Not have any missing parts or components
- Be able to power up
- Be removed from any iCloud / Samsung / Google Accounts

* We cannot guarantee the safe removal of personal data on devices with no power and/or that have been tampered with. We will only be able to offer the corresponding salvage value at the time for these devices as the only way to securely dispose of these under WEEE guidance protocols will be to destroy the CPU. Alternatively, you can request the devices is returned to you at your cost.

** Light Wear and Tear consists of:

- Small scuffs / blemishes to the bezel and buttons
- Small scratches on the screen that aren't visible when the phone is held at arm's length
- Small dents / scratches to the casing

We cannot accept iCloud and or password locked devices as faulty. They will be £ zero valued and scrapped under EU WEEE guidance protocols unless the 'lock' is removed within 5 days from the date in which you are notified of such lock being in place.

All devices must have all pin codes and iCloud / Google / Samsung accounts removed prior to sending your device(s).

All phones and devices must be on a UK network or not locked. Phones or devices locked to a foreign network will not be accepted and will be classed as faulty.

By submitting an order through A1 Comms LTD's website you warrant that the phone(s) comply with these terms.

If a phone fails to meet our terms and conditions we'll propose an adjusted price by email. If you choose to decline our new offer, we are happy to return the phone for free. We have the final decision on all phone values. Adjusted orders will be automatically processed for payment if you do not reply to our proposed faulty offer via email within 5 days.

Please note:

- We will not be able to return accessories or original packaging (box) if you request your phone to be returned.
- 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.
- Please ensure you remove your SIM card before sending us your 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 received by us are non-returnable.
- Please remember that by sending your phone to us, you agree to release us from all and any claims, losses or damages with respect to the phone, any data stored or contained therein or on any media used in conjunction with the phone (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 phone prior to you sending it to us. Please use our free [Mobile Data Delete Tool](#) to obtain step-by-step instructions on how to delete personal data from your model of handset.

3. Payments and Checking Process

During the checkout process you will be asked for your bank details to receive payment. We assume no responsibility whatsoever for the validity of the details that you provide and it is your sole responsibility at all times to ensure the payment details provided on the website are correct.

Typically, all orders are processed the same day they arrive however, please allow up to 48 working hours for your handset to be checked in during busy periods including bank holidays, weekends and events outside of our control.

Payments

When we receive your sale items, we will check that the sale is complete, and that it meets our terms and conditions. Providing it does, we will make payment to you within 3 working days by Faster Payments (Barclays Faster Payments) on the basis that any re-offers are accepted.

Under no circumstances will payment be dispatched prior to receiving and processing your mobile phone/device.

We cannot, under any circumstances, recall or reissue bank transfer payments once they have been made.

All discrepancies must be reported to us via email (info@E-Giant.com) within 30 days of the payment date. As a result, any issues after this period will not be actioned and payment will not be re-issued. If a Faster Payment is issued and the incorrect bank details were supplied, this can take up to 6 weeks to be returned and re-issued.

Please Note: Payment can only be made using the details given during the checkout process.

All items are purchased using the VAT margin scheme as per the HMRC used goods VAT rules.

All quoted payment timescales above are subject to variances during busy periods and E-Giant LTD will not be liable for any losses that you may incur if for any reason we fail to make payment in the aforementioned timescales.

4. Postage & Packaging

We have various posting options which include a Royal Mail signed for 48-hour service. This service is only applicable when posting up to 3 phones or devices at a time.

This will require you to take your package, with handsets / gadgets and sales order to a Royal Mail post office to obtain proof of postage and a tracking number.

Royal Mail will only deliver three or more phones if sent by special delivery. Unfortunately, other than when we arrange courier collection, we do not accept responsibility for non-delivery of phones or damage in transit. We therefore recommend that you send any high value units via registered post to ensure successful delivery.

We cannot be held responsible for any handsets that have not been received. E-Giant LTD and A1 Comms LTD take no responsibility for the loss of, or damage to, goods in transit.

For each package you send in it is your responsibility to:

- Ensure it is adequately insured for loss in transit, and
- Ensure that it is adequately physically protected.

E-Giant LTD and A1 Comms LTD accept no liability for any loss sustained due to inadequate packaging when E-Giant LTD supplied return bags are used.

Once your goods have been received and inspected, E-Giant LTD will contact you via email to confirm the amount E-Giant LTD offers for them (as adjusted, if necessary, by these terms and conditions).

E-Giant LTD and A1 Comms LTD cannot be held responsible for the non-delivery of emails because of spam email or junk filters.

If you choose to decline the offer within the 5-calendar day period, you may ask E-Giant LTD to return the goods to you. Please allow up to 10 working days to receive your returned phone. All handsets are returned for free.

Quotes are valid for 14 days from original order, E-Giant LTD reserve the right to offer a different price according to price fluctuations outside of this time period.

If for whatever reason E-Giant LTD cannot send you back your original phone then E-Giant LTD will be obliged to make payment for the full quoted amount.

Additional accessories that have been sent in with your handset cannot be returned.

Goods which are "lost, blocked, or stolen" will not be returned in accordance with Home Office guidelines. "Fake" goods will be returned if E-Giant LTD considers that they were remitted in good faith.

5. Other things to note:

You are responsible for cancelling any airtime contract linked to each handset. E-Giant LTD and A1 Comms LTD are not responsible for any call costs arising before, or after, receipt of your handset, or arising from any other circumstances whatsoever.

Please ensure you remove your SIM card before sending us your mobile phone. E-Giant LTD and A1 Comms LTD 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 received by us are non-returnable.

Please remember that by sending your phone to us, you agree to release us from all and any claims, losses or damages with respect to the phone, any data stored or contained therein or on any media used in conjunction with the phone (whether in the form of personal

details, SMS, photos, games, songs or other data (“Data”). E-Giant LTD and A1 Comms LTD 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 phone prior to you sending it to us.

6. Our pricing

Prices offered on A1 Comms LTD’s website are subject to change at any time without notice.

7. Customer obligations

Goods must arrive within 14 days of the date of the quotation. If the goods arrive later than 14 days from the quotation date, E-Giant LTD will offer the lower of the quote price or the current price on A1 Comms LTD’s website on the day the goods arrives.

8. Events outside of our control

E-Giant LTD and A1 Comms LTD are not 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.

9. Complaints procedure

To view our complaints procedure, click [here](#).