

Three Trade In: Terms and Conditions ('Trade In Terms')

Who 'We' Are and Our Contract with You

Trade In is Hutchison 3G UK Limited's ('**Three's**') device trade in programme for trading a device as part of another purchase with Three or for selling your device as a standalone/sell only transaction ('**Trade In**'). Trade In is operated and administered for Three by Ingram Micro Service Limited ('**Ingram**') as an independent third party.

By placing your order and ticking the box during checkout (or otherwise confirming as requested during your purchase), you are accepting and agreeing to these Trade In Terms and acknowledge that you are entering into a contract with **Ingram**. References to "we", "us", "our" or similar within these Trade In Terms is a reference to Ingram.

By sending in your device, you are offering to sell your device to us in return for the final value quoted to you. Your binding contract with us, based on these Trade In Terms, shall be formed when we receive your device.

Trade In is intended for the trade of the following devices:

- Mobile handsets
- Tablets
- Smart watches

To find out whether your device can be traded in please go to:
<https://www.three.co.uk/why-three/trade-in>

References to: '**device plan**' refer to any device loan agreement with Three, relating to the device(s) submitted for Trade In; '**airtime contract**' refers to any contract for airtime services associated with the SIM, used in the device submitted for Trade In; and '**device**' may be read as **device(s)**, as applicable.

1. Customer Requirements

- 1.1 By placing your order for Trade In you agree that:
 - 1.1.1 you are resident in the United Kingdom;
 - 1.1.2 you are legally capable of entering into a binding contract;
 - 1.1.3 you are the sole owner of the device; and
 - 1.1.4 you are at least 18 years of age; or if you are under 18 years of age, you have obtained your parent's or guardian's consent to sell the device to us for the value indicated in the final Trade In quote.
- 1.2 As far as allowed by law, we will not be liable for any liabilities or claims relating to your breach of the above requirements.

- 1.3 If you are a consumer (an individual not acting as a business), your consumer rights, that cannot be excluded or limited by law, are not affected by these Trade In terms. You can contact [Citizens Advice](#) for information on your consumer rights.

2. Before Sending Your Device

- 2.1 You are responsible for the **cancellation or maintenance of any device plan or airtime contract** relating to the device submitted for Trade In. We are not responsible for any device payments or call costs arising before or after our receipt of your device.
- 2.2 You are responsible for removing the SIM and any data on your device.
- 2.3 You must **remove the SIM card and any memory card** before sending us your device. Any SIM or memory cards not removed and received by us will be destroyed and so cannot be returned. We shall not be liable if you incur any charges relating to any device that has been sent to us with its SIM card.
- 2.4 You must **remove all personal data** from your device and **reset the device to its factory settings** ('factory reset') before sending us your device, to help protect your personal data. This data includes but is not limited to all personal details; SMS; photos; videos; games; music; notes; mobile applications/apps or other data content. We strongly recommend you **back up your data** before you perform the factory reset and send the device to us.
- 2.5 You agree we are not responsible for the security, protection, confidentiality or use of data remaining on the device; we will not return any data stored on the device that is sent to us; and, as far as allowed by law, we will not be liable for any claims, losses or damages relating to any data remaining on the device or on any media used in conjunction with the device.
- 2.6 For instructions and support on how to back up and delete data and do a factory reset please follow the manufacturer's guidance. You can find further information at: <https://www.three.co.uk/blog/factory-reset-phone>
- 2.7 You must **disable any tracking, activation locking or anti-theft mechanisms on your device (such as 'Find My iPhone', 'Find My Mobile', 'Samsung Knox')** and **remove any security locks, PIN or password before sending. If you fail to do this it will disable the device – we may not be able to process your Trade In device and we will provide you with a requote value of zero/£0.**
- 2.8 You must **make a note of your device's IMEI or serial number**. This is to ensure that we can identify your device if there is any issue with your Trade In order (and for tracking). The IMEI may be printed on the back of your device or can be found by typing ***#06#** into the keypad of your mobile handset. You must make a note of your serial number which will be in your settings menu, on the device itself or on packaging that came with it. To find information on

locating the IMEI/Serial number please go to:
<https://www.three.co.uk/support/device-support/finding-your-device-imei-number>

- 2.9** You must **send your device to us within 14 days of your order confirmation date**, as detailed in 'Pricing' below.

3. Trade In Process

- 3.1** Three's Trade In website pages will take you through the steps for Trade In online. The Three team are on hand to guide you through the process if you choose to Trade In over the phone or in a Three retail store.
- 3.2** If you submit your device for Trade In in a Three retail store, we (including Three) will **not be able to return that device to you** under any circumstances.
- 3.3** If you submit your device for Trade In, after you have visited a Three store or where you Trade In online or with a Three team member over the phone (by sending your device to us yourself), **if there is a change in value** of your device – once we have received and assessed it (in accordance with '**Your Device Condition**' and **Annex A** below), we will **provide you with a requote**.
- 3.4** You will be given the opportunity to reject the new value provided in the requote and if you choose to reject the requote, we will return the device to you.
- 3.5** If you do not reject the requote before it expires, you will be **deemed to accept and agree to proceed with the Trade In at the new value** and we will no longer be able to return your device. See '**Payment**' below for more details.

4. Your Device Condition

- 4.1** Each device you send to Trade In must match the make and model/IMEI stated when registering and placing your order. It must be in working order, meaning it meets the following conditions:
- 4.1.1** the device must turn on and off;
 - 4.1.2** the device must be fully functional and complete;
 - 4.1.3** the screen must be working and intact;
 - 4.1.4** the battery must be included;
 - 4.1.5** the device must not be crushed or liquid damaged;
 - 4.1.6** the device must be original and meet the manufacturer's original specifications; and
 - 4.1.7** the device must not be modified in any way.
- 4.2** The quote you receive will be dependent on the device you send in matching your description and the condition of the device, as assessed by us, in accordance with the conditions set out above (and **Annex A** below).
- 4.3** Where a device does not match the description and conditions as set out above, the value may be adjusted and a requote given, **based on the device received**.

- 4.4 By way of a guide as to the adjustment value you may receive based on the condition of the device, please **see Annex A** at the end of these Trade In Terms.

5. Lost, Blocked, Stolen or Fake Devices and Recycling

- 5.1 Devices that are confirmed by us as lost, blocked or stolen in any of the asset registers maintained by Resolve (or other service provider used by us), and any fake devices, will be dealt with by us in accordance with good industry practice; **they will be held, and no amounts will be paid** to the person who placed the order for Trade In.
- 5.2 Fake devices are counterfeit devices, manufactured to resemble devices made by another company, in breach of copyright and intellectual property laws. **No amounts will be paid for fake devices.**
- 5.3 We reserve the right to inform the relevant authorities if there is any suspicion of a deliberate attempt to commit fraud.
- 5.4 Any devices that are sent to us that have been requested with an **accepted** £0 value, will be recycled in line with the waste electrical and electronic equipment (WEEE) regulations.
- 5.5 Any devices that have been sent to us that have been requested with a value of £0 which has been rejected, will be returned in line with our 'Trade In Process' above, save for locked, blocked, stolen or fake devices, as detailed in this section 5.

6. Payments

- 6.1 We will make a payment, subject to these Trade In terms, equivalent to the **final, accepted** Trade In value. Payment for standalone/sell only transactions will be provided by bank transfer as detailed in section 6.1.1 only, otherwise payment will be provided by your chosen method as follows:
- 6.1.1 **bank transfer:** sending the payment to your nominated bank account, within **6** working days (only option for standalone/sell only transactions);
- 6.1.2 applying the value to your **new device plan** or your **existing device plan** (agreement balance), reducing your future, monthly, device plan payments; or
- 6.1.3 providing the payment in the form of **a credit** to use towards the purchase of additional items in store (for Trade In in a Three retail store only).
- 6.1.4 In the case of payment under section 6.1.2 (applying the value to your new or existing device plan), where you Trade In in a Three retail store and hand your device to a Three team member: you will receive an updated device plan schedule once the payment has been applied, and your device plan balance has been reduced. The payment towards your new or existing device plan will show on your first (or in the case of an existing device plan, your next) month's payment (as applicable).

- 6.1.5 Where you Trade In online, over the phone via Three's contact centre, or in a Three retail store but send in the device to us later, the device plan adjustments (detailed in section 6.1.4) may be delayed by another one to two months.
- 6.1.6 Where you chose to have your payment applied towards an existing device plan and this payment settles the amount outstanding on that device plan, any remaining surplus amount shall be made to you by bank transfer, in line with section 6.1.1 (bank transfer).
- 6.1.7 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.
- 6.1.8 Payment can only be made to the name, address and bank account details that have been provided for the bank transfer, or to the relevant device plan agreement entered into (or existing) with Three, during the order process.
- 6.1.9 If you receive an adjusted value because your initial quote has expired (i.e. we have not received your device within 14 days of your order confirmation date) and a new value now applies; and/or following inspection and assessment of your device, its condition, make and model do not match the description you gave – and a requote has had to be provided, you will have **48 hours to reject the requote** and have your device returned to you free of charge.
- 6.1.10 If we have not received a rejection of the requote after 48 hours has expired, **the requote is automatically accepted** and we will process your Trade In order for payment, in line with your chosen payment option, at the quoted value.

7. Postage, Packaging and Transit

- 7.1 You will receive your Trade In order confirmation email, with **postage instructions**, once your new device has been shipped (or following your order, if applying your Trade In value to an existing device plan or a making a standalone/sell only Trade In).
- 7.2 Your **packaging** will be automatically sent separately, to your home address, once your new device has shipped.
- 7.3 You can either print the pre-paid Royal Mail label, contained within your order confirmation email at home and package the device yourself, or use the pre-paid packaging that we send to you (for standalone/sell only transactions this will be as chosen by you during your order).
- 7.4 We recommend sending devices via the Post Office. You should check the value of insurance cover, for loss and damage, that is included with the pre-paid postage provided – and your other options for postage – with the Post Office directly. For higher value devices, for extra cost you can chose to upgrade to Royal Mail Special Delivery insured service.

- 7.5 Responsibility for risk relating to the device will only pass to us once we have received the device from the delivery service you have used to send it to us. We do not accept responsibility for any non-delivery of devices or damage to devices in transit to us.
- 7.6 It is **your responsibility** to ensure that:
- 7.6.1 the device you send to us is adequately **insured** for loss or damage;
 - 7.6.2 the device is adequately packaged and **physically protected** to avoid damage during transit;
 - 7.6.3 the **label is securely fastened** to the package and the barcode is not obscured by tape; and
 - 7.6.4 should you need to make any claim against Royal Mail for a device lost or damaged in transit, you have retained your **Post Office receipt** (tracking number) and **your device IMEI/serial number**.
 - 7.6.5 All initial enquiries relating to section 7.6.4 should be made to Three on '333' (for Three customers) or '0333 338 1001' (from any other phone), in the first instance (from here they will be managed by us with Royal Mail).
 - 7.6.6 Please note Royal Mail guidelines regarding the shipping of items containing lithium batteries. For more information please see: https://personal.help.royalmail.com/app/answers/detail/a_id/96/~prohibited-and-restricted-items---advice-for-personalcustomers
 - 7.6.7 You must send your device to us at: **Ingram Micro Communications House, Vulcan Road North, Norwich, NR6 6AQ**, within **14 days** of your order confirmation date, or in the case of devices on pre-order or back-order, within **14 days** of receipt of your new device.

8. Valuations

- 8.1 Valuations quoted by us for Trade In are subject to change at any time without notice.
- 8.2 Before your order is placed (in store, online or over the phone) you can save your 'basket' and return to it within **7 days** to complete the order, with the Trade In value as quoted.
- 8.3 Where you return to continue your purchase journey (which can be in store, online or over the phone) **after 7 days**, your device will need to be reassessed for Trade In, and a new value may be assigned to it in your requote.
- 8.4 Unless we advise you otherwise, once your order has been placed, the value quoted is guaranteed for **14 days** (provided your device meets the Trade In terms including matching the description set out by you in your purchase journey).
- 8.5 If the device is received by us **more than 14 days after your order confirmation** date, or in the case of devices on pre-order or back-order, within **14 days** of receipt of your new device, then your device will need to be

reassessed and the Trade In value applicable **at that time** shall apply - and a requote will be provided to you at the new value.

- 8.6 We have the final decision on our device valuations and values quoted.

9. Additional Terms

- 9.1 We reserve the right to reject any device sent in breach of these Trade In Terms.
- 9.2 We reserve the right, entirely at our discretion, to reject large volume repeat orders.
- 9.3 You must own the device that you send to us in its entirety.
- 9.4 Ownership of the device will pass to us once we have dispatched payment to you, in line with section 6, at which point you give up all further rights and interests in it.
- 9.5 These Trade In Terms are binding on you and us and on our respective successors and assigns. Save for Three, as detailed in these Trade In Terms, no other person (third party) shall have any rights to enforce its terms to benefit under these Trade In Terms.
- 9.6 We may transfer any of our rights or obligations arising under these Trade In Terms, at any time, but this will not affect your rights or obligations, or any guarantees given by us to you.
- 9.7 You may not transfer any rights or obligations under these Trade In Terms to any person, without our prior written consent.
- 9.8 If you or we delay, or don't take action to enforce our respective rights under these Trade In Terms, this does not stop you or us from taking action later.
- 9.9 These Trade In Terms, and any claim or dispute arising out of or in connection with them, shall be governed by and interpreted in accordance with the laws of England and Wales.
- 9.10 We agree that the courts of England and Wales shall have exclusive jurisdiction (rights) to settle any claim or dispute arising out of or in connection with these Trade In Terms.

10. Cancellation of a Device Plan

- 10.1 Where you exercise your right to cancel your separate new device plan, in the cooling off period for that agreement - but **after** you have sent your Trade In device to us and have accepted the final value quoted, you acknowledge and accept that we will not then be able to return your Trade In device to you. Instead, we will provide you with the cash equivalent of final value quoted and send this to you via bank transfer in accordance with section 6 ('Payments').
- 10.2 Where you exercise your right to cancel your new device plan, in the cooling off period for that agreement **and** you received an additional monetary amount ('Reward'), as part of your purchase of that new device from Three (on top of the standard Trade In value for your old device), under the terms of a promotion

run by Three (i.e. £350 on top of standard Trade In value for the purchase of a Google Pixel 10 Pro on any airtime plan from Three (a 'Trade In Offer'), you will be required to **pay back the amount of the Reward** received by bank transfer **or return or pay for items purchased with any credit note** that was provided to spend in store, **before** Three can process any exchange or refund in relation to the cancellation of your new device plan.

- 10.3 For any amounts owing to Three for Rewards under section 10.2, Three reserves the right, in accordance with the terms of the Trade In Offer, to either deduct amounts relating to the Reward from any amounts to be refunded to you or to add a charge for amounts relating to the Reward to your airtime contract bill (as applicable).

11. Events outside of our control

- 11.1 We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under the contract that is caused by events outside of our reasonable control or is due to our compliance with applicable laws or regulations.
- 11.2 Events outside of our reasonable control could include: strikes, lockouts or other industrial action by third parties, terrorist attack or threat of (or preparation for) terrorist attack or war, natural disaster (such as fire, flood or earthquake), failures of telecommunications or transportation networks. In any such event we will seek to contact you as soon as reasonably possible.

12. Data Protection

- 12.1 Three and Ingram are independent data controllers in relation to the personal data collected or otherwise processed by Three and Ingram in relation to Trade In. Your personal data will be processed at all times in accordance with the applicable privacy policy, which can be found here: <https://www.three.co.uk/privacy-safety/consumer-privacy-policy> for Three and here: [Privacy statement | Ingram Micro](#) for Ingram.

Annex A:

Adjustment	Detail
100%	- Failed lost, blocked or stolen check or fake device - Locked to iCloud or other tracking or activation locks
80%	- Screen damage: including cracked or smashed screen, LCD/pixel damage, screen burn or other display issues. - Heavy damage to device. - Doesn't power on or off or accept a charge.

	• Software faults/device does not connect to a computer.
50%	• Cracked, customised or missing front or back covers. • Missing or faulty buttons. • Water damage but device still fully functional.
0%	• As new + light cosmetic wear and tear in working order

Smart Watches

Assessment for cellular smart watches is more complex and requires the wearable to be working (fully functional) and fully intact cosmetically.

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).

Adjustment	Detail
100%	• Failed lost, blocked or stolen or fake device • Locked to iCloud or other tracking or activation locks
80%	• Screen damage: including cracked or smashed screen, LCD/pixel damage or other display issues. • Heavy damage to device. • Doesn't power on or off or accept a charge. • Software faults/device does not connect to a computer.
50%	• Missing original strap
0%	• Fully working + 'as new' light to cosmetic wear and tear on the device