

TERMS AND CONDITIONS

JT Devices Recycling

These terms and conditions are important and should be read carefully. If You have any queries regarding the terms and conditions, please telephone 01534 882882 in Jersey or 01481 882882 in Guernsey or contact Us via www.jtglobal.com. Any capitalised term not defined in these terms and conditions shall have the meaning given to it in Our [Definitions Terms and Conditions](#).

Please ensure that You read these terms and conditions ("**Terms**") carefully before completing Your Sale Order on the Website (defined below).

JT provides the Device Recycling service in partnership with WeBuyAnyPhone.com. Use of the service is subject to WeBuyAnyPhone.com's terms and conditions, as set forth below. www.webuyanyphone.com is a website operated by WeBuyAnyPhone Limited, trading as WeBuyAnyPhone.com who is registered in England and Wales under company number 8321525, registered office at Ridown Building, Fulcrum 2 Solent Way, Whiteley, Fareham, Hampshire, England, PO15 7FN and trading address Unit 2, Fulcrum 4, Solent Way, Fareham, Hampshire, PO15 7FT ("**We**" or "**Us**").

It is very important that You pay specific care to section 5 regarding the grading of Your device. The value quoted will be subject to the grading and categorisation of Your device. We reserve the right to amend any value offered should We determine, following a diagnostic check-upon receipt of Your device, that the device does not match Your answers to the questions meaning it has not been categorised accurately.

You understand that by completing Your Sale Order, You will need to tick the box indicating that You accept these Terms and You will be bound by these Terms. While You can view these Terms and conditions on the Website anytime, We recommend printing a copy for Your records. We will update these Terms from time to time.

By continuing to browse and use this Website, You are agreeing to comply with and be bound by our Terms, which together with our Privacy Policy (which can be found here) govern WeBuyAnyPhone Limited's relationship with You in relation to this Website.

If You do not accept and agree to these Terms You will not be able to complete Your Sale Order. If You disagree with any part of these Terms, please do not use the Website.

For the purposes of these terms and conditions:

"**Device**" means each item which You wish to sell to Us in accordance with these Terms;

"**Sale Order**" means Your order to sell Your Device to Us;

"**Value**" means the price offered for Your Device(s) which includes, where applicable, any adjusted offer provided by Us in accordance with these Terms;

"**Website**" means www.webuyanyphone.com.

1. USING THE WEBSITE

- 1.1 The Website uses cookies to monitor browsing preferences, please refer to our [Cookie Policy](#) for further details.
- 1.2 The Website contains material which is owned by Us or licensed to Us. This material includes, but is not limited to, the design, layout, look, appearance, and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- 1.3 All trademarks reproduced in the Website, which are not the property of, or licensed to Us, are acknowledged on the Website.
- 1.4 Nothing in these Terms grants You any legal rights in the Website other than as necessary to enable You to access the Website. You agree not to adjust, try to circumvent, or delete any notices contained on the Website (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Website.
- 1.5 Our trade marks and trade names will be used on the Website. The use of any trade marks on the Website is strictly prohibited unless You have our prior written permission.
- 1.6 Unauthorised use of this Website may give rise to a claim for damages and/or be a criminal offence.
- 1.7 The Website may contain hyperlinks or references to third-party websites other than the Website. Any such hyperlinks or references are provided for Your convenience only. We have no control over third-party websites and accept no legal responsibility for any content, material, or information contained in them. The display of any hyperlink and reference to any third-party website does not mean that We endorse that third-party's website, products, or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site.

TERMS AND CONDITIONS

- 1.8 The Website is intended for use only by those who can access it from within the UK and the Channel Islands. If You choose to access the Website from locations outside the UK or the Channel Islands, You are responsible for compliance with local laws where they are applicable.
- 1.9 While We try to make sure that the Website is secure, We cannot guarantee the security of any information that You supply to Us and therefore We cannot guarantee that it will be kept confidential. For that reason, You should not let Us have any patentable ideas or patent applications, advertising or marketing suggestions, prototypes, or any other information that You regard as confidential, commercially sensitive, or valuable ("**Unwanted Submissions**"). While We value Your feedback, You agree not to submit any Unwanted Submissions.
- 11.10 You must not introduce viruses or other material which is malicious or harmful, misuse the Website in any way, attempt to gain unauthorised access to the Website, or any server on which it is stored, computer or database connected to the Website.
- 1.11 In using this Website, You confirm that:
- 1.11.1 You are a consumer (and not acting in the course of any business) based in the UK or the Channel Islands and have a bank account in the UK or Channel Islands;
 - 1.11.2 You are legally capable of entering into a binding contract; and
 - 1.11.3 You are at least 18 years old.

2. SELLING YOUR DEVICES

- 2.1 To sell any Device to Us, You must own all rights, title, and interests in the Device that You send to Us. The Device must not be stolen or listed with Us or a third party as stolen.
- 2.2 Ownership and title of any Device will pass to Us upon payment to You in line with clause 4.1.
- 2.3 Provided You are acting outside the purpose of any business, You may cancel any Sale Order at any point up to the point You send the Device to Us unless clause 3.2 applies due to an adjusted offer being made to You, at which point You may cancel the Sale Order upon receipt of the adjusted offer.
- 2.4 When selling Your Device to Us, You must ensure that any personal data is removed from the Device before it is sent to Us.
- 2.5 We reserve the right to refuse any Device at any time without notice.
- 2.6 We reserve the right to update You at any time, via Your supplied contact details. This can be via mail, SMS, email, or phone call.
- 2.7 When selling Your Device to Us, We utilise a grading system to establish the quality of the Devices. You will be asked several questions during the sale process on our website to determine the quality of Your Device. The quality of Your Device will be categorised into one of the following 4 grades:

Good

To be classed as Good the Device should comply with the following requirements:

- Device powers on, charges correctly, is fully functional, and free from any physical damage or faults.
- Battery health percentage on Mobile Phones must be above 80%. If not, then a value of up to £45 will be deducted. Battery health percentage on iPads & watches must be above 80%, if not the device will be classified as Damaged.
- Must not have any personalisation or engraving.
- The screen has no scratches, blemishes, or signs of use.
- Screen/Display has a fully functioning touchscreen without any cracks or damage – this includes no screen lift, chips, cracks, heavy or deep scratches, pressure marks, discolouration, white spots, dead pixels, or screen burn.
- Handset housing is in good condition with no chips, cracks, scuffs, or dents. This includes home button, rear cover/glass, and camera lens.
- Wi-Fi, Bluetooth, GPS, Camera, Video, Home button, Touch ID, Face ID, NFC, Proximity sensor, Accelerometer, Speakers, Hardware keys, and Operating system all function correctly.
- Not be water damaged (water indicators must not be pink/red).
- Must be fully compatible with UK cellular networks – No non-UK regional models/variants.
- Be removed from any iCloud / Samsung / Google accounts. ([How to remove from iCloud account/](#) [How to remove from Google & Samsung account](#))

Additional Smartwatch conditions for Good grading:

- The housing must be in good condition with no chips, cracks, scuffs, or dents. This includes all peripheral buttons e.g. Digital Crown/Home button and Side button.
- Digital Crown/Home button, GPS, Wi-Fi, Bluetooth, NFC, Proximity sensor, Heart rate monitor, Microphone, Speakers, and Operating system all function correctly.
- Watch must include the strap.

TERMS AND CONDITIONS

Pretty Good

To be classed as Pretty Good the device should comply with the following requirements:

- Device powers on, charges correctly, is fully functional, and has minor wear and tear to the screen or body.
- Battery health percentage on Mobile Phones must be above 80%. If not, then a value of up to £45 will be deducted. Battery health percentage on iPads & watches must be above 80%, if not the device will be classified as Damaged.
- Must not have any personalisation or engraving.
- The screen may have minor wear or tear, such as scratches that are imperceptible during normal use.
- Screen/Display has a fully functioning touchscreen without any cracks or damage – this includes no screen lift, chips, cracks, heavy or deep scratches, pressure marks, discolouration, white spots, dead pixels, or screen burn.
- Handset housing is in good condition with only minor wear and tear, such as small scuffs and dents. There must be no cracks or chips. This includes home button, rear cover/glass, and camera lens.
- Wi-Fi, Bluetooth, GPS, Camera, Video, Home button, Touch ID, Face ID, NFC, Proximity sensor, Accelerometer, Speakers, Hardware keys, and Operating system all function correctly.
- Not be water damaged (water indicators must not be pink/red).
- Must be fully compatible with UK cellular networks – No non-UK regional models/variants.
- Be removed from any iCloud / Samsung / Google accounts. ([How to remove from iCloud account](#)/ [How to remove from Google](#) & [Samsung account](#))

Additional Smartwatch conditions for Pretty Good grading:

- The housing must be in good condition with no chips, cracks, scuffs, or dents. This includes all peripheral buttons e.g. Digital Crown/Home button and Side button.
- Digital Crown/Home button, GPS, Wi-Fi, Bluetooth, NFC, Proximity sensor, Heart rate monitor, Microphone, Speakers, and Operating system all function correctly.
- Watch must include the strap.

Average

To be classed as Average the device should comply with the following requirements:

- Device powers on, charges correctly, is fully functional, and has significant wear and tear.
- Battery health percentage on Mobile Phones must be above 80%. If not, then a value of up to £45 will be deducted. Battery health percentage on iPads & watches must be above 60%, if not the device will be classified as damaged.
- Screen/Display has a fully functioning touchscreen without any cracks or damage – this includes no screen lift, chips, cracks, pressure marks, discolouration, white spots, dead pixel, or screen burn.
- Housing is dented and/or scuffed, however this does not include front or rear glass, and home button is not cracked or damaged.
- Wi-Fi, Bluetooth, GPS, Camera, Video, Home button, Touch ID, Face ID, NFC, Proximity sensor, Accelerometer, Speakers, Hardware keys, and Operating system all function correctly.
- Not be water damaged (water indicators must not be pink/red).
- Must be fully compatible with UK cellular networks – No non-UK regional models/variants.
- Be removed from any iCloud / Samsung / Google accounts. ([How to remove from iCloud account](#)/ [How to remove from Google](#) & [Samsung account](#))

Additional Smartwatch conditions for Average grading:

- The Screen/Display has a fully functioning touchscreen without any cracks or damage – this includes no chips, cracks, screen lift, pressure marks, discolouration, white spots, dead pixel, or screen burn. It can have heavy scratches and blemishes.
- The housing may be dented and/or scuffed, however this does not include front or rear glass, and home button must not be cracked or damaged.
- Wi-Fi, Bluetooth, GPS, Digital Crown/Home button, NFC, Proximity sensor, Heart rate monitor, Microphone, Speakers, and Operating system all function correctly.
- Watch may be missing the strap

Damaged

The price offered for a damaged device is influenced by several factors, including number of defects, severity of damage, and device type. Due to this, We may offer You a reduced price on Your original quoted value.

To be classed as Damaged the device should comply with the following requirements:

TERMS AND CONDITIONS

- Device must power on.
 - Device must not be locked to any iCloud / Samsung / MDM / Google accounts. ([How to remove from iCloud account/](#) [How to remove from Google & Samsung account](#))
 - No missing components.
 - Device is not bent or deformed.
 - Device is not water damaged.
 - Device must not have any personalisation or engraving.
- 2.8 By completing Your Sale Order through our Website You warrant that Your Device(s) complies with these Terms and that You have answered all questions truthfully and honestly and graded the Device correctly.
- 2.9 Unless agreed in accordance with clause 3.3 below, We cannot accept any Device(s) with no power, that has been tampered with and/or that We cannot guarantee the safe removal of personal data. We will return the Device(s) in accordance with clause 3.4.
- 2.10 Where We do accept a Device under clause 3.3, We accept no liability in relation to the security, protection, confidentiality, or use of any data stored on the Device, and it is Your responsibility to ensure that such data is removed from the Device prior to sending it to Us.
- 2.11 We may not offer a Value for any Device(s) locked either via a password or by any associate accounts (i.e. iCloud, Google, or Samsung). You must ensure that all Devices are de-registered from any associated accounts (including any "find my iPhone/iPad" applications or similar applications) and are either on a UK/Channel Islands network or unlocked. If any of these accounts are still active and You have not replied to our email after 7 calendar days, We'll automatically process Your Device(s) and recycle responsibly on Your behalf. You acknowledge that the Value of a locked Device, and any revised offer connected to a locked Device, may be zero pounds.
- 2.12 Unless agreed otherwise, We cannot accept any Device that has been purchased internationally.
- 2.13 All prices quoted on our Website are guaranteed for 7 days, subject to the questions being accurately answered by You and the Device(s) being graded correctly.
- 2.14 **PLEASE NOTE:**
- 2.14.1 We accept Device battery chargers and accessories, these will be recycled and We offer no value for these products. We will not be able to return chargers, accessories, or original packaging (box) if You request Your Device to be returned.
 - 2.14.2 You are responsible for cancelling any form of airtime contract linked to each Device. We are not responsible and accept no liability for any call costs arising before, or after, receipt of Your handset, or arising from any other circumstances whatsoever.
 - 2.14.3 Please ensure You remove any SIM cards from the Device(s) before sending them to Us. We accept no liability whatsoever in the event that a SIM card is sent with a Device and charges are subsequently incurred. You shall continue to be responsible for such charges. Any SIM cards received by Us are non-returnable.
 - 2.14.4 By sending Your Device(s) to Us, You agree to release Us from all and any claims, losses, or damages with respect to the Device, 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). We accept no responsibility or liability whatsoever 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 Device prior to You sending it to Us.
 - 2.14.5 Should You complete Your Sale Order via a third-party website You understand that the price displayed on that website may differ from the price offered to You once We have received Your Device(s) and processed it via clause 3 due to third party websites not having the same grading structure as Us under clause 2.7.
 - 2.14.6 Rather than downgrading to a lower condition, on certain devices, We will deduct a maximum £45 from the trade-in price when the battery health is below 80%.
- 3. PROCESS WHEN WE RECEIVE YOUR DEVICE**
- 3.1 When We receive Your Device following the completion of a Sale Order, We will conduct a diagnostic check on the Device to ensure that the Device meets our Terms and that the Sale Order is complete. This process takes up to 48 hours from the point We receive Your Device(s).
- 3.2 Following the diagnostic check, if Your Device(s) does not match Your answers to our questions and therefore does not fit into the category assigned, We will propose an adjusted offer price by email to You in accordance with the correct condition grading, as set out in clause 2.7. If You choose to decline our adjusted offer, We are happy to return the Device for free unless the condition selected when creating the trade-in does not match the true condition of the Device, for example, You have stated that the Device is "Good", but the Device is "Average". In

TERMS AND CONDITIONS

these circumstances, We will charge You a fee to cover the cost of returning the Device to You ("**Return Fee**"). We will not be obliged to return the Device to You until You have paid the required Return Fee. We have the final decision on all Device Values. Amended trade-ins will be automatically processed for payment if You do not reply to our proposed offer within 7 calendar days.

- 3.3 Following the diagnostic check, if Your Device(s) does not power on, You will be given a revised offer by email depending on the Device(s) received. If You accept this new offer, We will recycle Your Device(s) responsibly and erase the memory within 28 days of Your acceptance of the revised offer. If You do not accept the revised offer, Your Device(s) will be returned to You within 5 calendar days. You acknowledge that the Value of a non-power up ("**NPU**") Device, and any revised offer connected to a NPU Device, may be zero pounds.
- 3.4 If You decline our adjusted offer, We will arrange for the Device(s) to be sent back to You subject to the payment of any applicable Return Fee. This may take up to 14 days from the date of Your confirmation. We do not accept responsibility for non-delivery of Devices or damage in transit during the return process. We will assist You in obtaining any compensation that the particular courier may offer under their standard terms, if applicable. This assistance is not guaranteed and if no compensation is paid by the courier, We will not make any payments.
- 3.5 We reserve the right to claim any Device that We have not heard back on following email communication to the registered email address after 7 calendar days. You will be paid the Value sent via our email communication.
- 3.6 We cannot be held responsible for the non-delivery of emails because of spam email or junk filters. Please check Your junk and spam folders. This is also noted on our Sale Order confirmation emails.
- 3.7 All items are purchased using the VAT margin scheme as per the HMRC used goods VAT rules.
- 3.8 **IMPORTANT** – You can accept an amended offer instantly online following the link within the offer email. Alternatively, to decline an amended offer You must contact our Customer Service Team during office hours.
- 3.9 We reserve the right to destroy any lost/stolen handsets that appear on the "PhoneCheck" 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. In the event that payment has been made to You, We will request that this sum is returned to Us immediately. We also reserve the right to destroy any counterfeit or non-genuine devices and withhold or cancel the payment.
- 3.10 If We do not receive a response from You within 90 days regarding the processing or return of Your device, it will automatically be recycled.
- 3.11 We reserve the right to request proof of purchase for any Device in the Sale Order.

4. PAYMENT

- 4.1 Provided Your Device(s) meets our Terms, We will usually process the payment to You on the same Working Day that We process and test Your Device if the processing and testing is completed prior to 2pm. In peak times, it may take up to 48 hours to test Your Device after it has been received by Us. Same-day payments do not apply to orders tested after 2pm and in events which are out of our control. Payment processing depends on third parties and is out of our control. We will not be liable for any third-party action or inaction which results in a delay of payment.
- 4.2 Should You enter the incorrect payment details, please notify Us in writing and We will ensure We request an investigation with the banks.
- 4.3 We will not be liable for any losses that You may suffer if You fail to receive payment if a payment is sent to an incorrect account or recipient, as a result of any failure by You to correctly submit payment details when using the Website and not notifying Us of this error.
- 4.4 Any discrepancies must be reported to Us via email (info@webuyanyphone.com) within 30 days of the payment date. As a result, any issues after this period could increase the time needed to investigate. Please remember to include Your order number.
- 4.5 Please note, in some exceptional circumstances We have experienced clearance of funds taking up to 5 business days in certain bank/building society accounts.

5. POSTAGE AND PACKAGING

- 5.1 We will require You to take Your package, with handsets/gadgets and sales order to a post office to obtain proof of postage and a tracking number.
- 5.2 WeBuyAnyPhone Limited does not accept responsibility for any items that are lost or damaged in transit, regardless of the method used to return them. However, We will (if applicable) assist You in obtaining any compensation that the particular courier may offer under their standard terms. This assistance is not guaranteed and if no compensation is paid by the courier, We will not make any payments.

TERMS AND CONDITIONS

Please note, All couriers have specific timeframes for submitting claims or seeking compensation for lost or damaged items. If contact is made outside of these timeframes, We regret to inform You that We will not be able to raise a claim on Your behalf and no compensation will be provided.

- 5.3 For each package You send in it is Your responsibility to:
 - 5.3.1 ensure it is adequately insured for loss in transit;
 - 5.3.2 ensure that it is adequately physically protected; and
 - 5.3.3 is compliant with any instructions and/or guidance regarding packaging provided by the courier used.
- 5.4 WeBuyAnyPhone.com accepts no liability for any loss or damage sustained due to inadequate packaging used.
- 5.5 For the avoidance of doubt, where You have created a Sale Order via a third-party website and have chosen to use their nominated delivery service, We do not accept responsibility for and will have no liability whatsoever for any loss or damage sustained to any Device sent via such third-party delivery service.

6. VOUCHER CODES

- 6.1 We reserve the right to modify or cancel any voucher at any time.
- 6.2 Each voucher may only be used at www.webuyanyphone.com for the sale of qualifying items.
- 6.3 Minimum trade-in value of £50 applies to all voucher codes.
- 6.4 The £5 extra voucher offered at basket is only applicable on an additional phone being added to Your basket with a value of greater than £50 and subject to Us satisfactorily testing Your Device and You accepting changes if required.
- 6.5 Voucher codes must be entered at checkout. Voucher codes are valid for 1 use per customer and cannot be applied retrospectively. All voucher codes are subject to the Quality Assessment Team completing all checks of Your Device satisfactorily, and after these checks, it still qualifies for the promotion.
- 6.6 Vouchers have no cash redemption value and are not transferable or assignable.
- 6.7 Vouchers must not be used in conjunction with any other promotional discounts.

7. LIABILITY

- 7.1 We are not liable for any loss or damage that You may suffer as a result of using our services, regardless of whether such loss or damage was foreseeable or not. This includes, but is not limited to, any loss or damage arising from negligence, breach of contract, or any other cause.
- 7.2 We shall not be held responsible for any loss or damage that is not directly caused by our actions or omissions, including any business loss or damage.
- 7.3 Our total liability to You for any breach of contract or negligence shall not exceed the value of the device.
- 7.4 Nothing in these Terms shall affect Your legal rights.

8. DATA PROTECTION

- 8.1 Your privacy and personal information are important to Us. Any personal information that You provide to Us will be dealt with in line with our Privacy and Cookie Policy, which explains what personal information We collect from You, how and why We collect, store, use and share such information, Your rights in relation to Your personal information and how to contact Us and supervisory authorities in the event You have a query or complaint about the use of Your personal information. Our Privacy Policy is available at <https://staging-jt.webuyanyphone.com/support/other/privacy> and Cookie Policy is available at <https://staging-jt.webuyanyphone.com/support/other/cookies>.
- 8.2 Following completion of the Sale Order, We ensure that all data is erased from Devices that power on, using an ADISA approved software called PhoneCheck. Where any Device does not power on, We will be unable to erase any data stored on the Device. We do not accept any liability whatsoever in relation to any data contained on the Devices where they do not power on and We are unable to erase such data. In such instances, We recycle the Device(s) in a responsible manner.

9. EVENTS OUTSIDE OF OUR CONTROL

We will not be in breach of these Terms nor liable for delay in performing, or failure to perform, any of our obligations under this agreement if such delay or failure result from events, circumstances or causes beyond our reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

10. COMPLAINTS PROCEDURE

We accept complaints via telephone, email and post. To view our complaints procedure, click [here](#).

11. NO THIRD PARTY RIGHTS

No one other than Us or You have any right to enforce any of these terms.

12. TRANSFER OF RIGHTS

- 12.1 We may transfer our rights under these terms to another business without Your consent, but We will notify You of the transfer and make sure that Your rights are not adversely affected as a result.

TERMS AND CONDITIONS

12.2 You are not allowed to transfer Your rights under these terms to anyone without our prior written consent.

13. CHANGE

We reserve the right to change these Terms at any time.

14. GOVERNING LAW AND JURISDICTION

14.1 The laws of England and Wales apply to these terms, although if You are resident elsewhere You will retain the benefit of any mandatory protections given to You by the laws of that country.

14.2 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales.