Terms & Conditions

1. About Us

The service is provided by Sell My Laptop whose office is 62 Commercial Street, Brighouse HD6 1AQ. We use the trade name "Sell My Laptop"

Sell My Laptop is owned by Laptop Recycling Ltd

Our Company Registration number is 16377051

2. How the contract is formed between you and us

- a. Our website is only intended for use by people registered with us and resident in the UK & Northern Ireland.
- b. During the online process, you will be asked to agree to these Terms. You must read them carefully as they form the agreement between us and you and you will be bound by them. If and when you agree to them, we will then send a confirmation that we have received your sale order and have accepted it. The agreement between us is formed when we send that confirmation to you.
- **c.** You may include any number of item(s) in a sale order, subject to restriction in these Terms and as we may stipulate from time to time.
- **d.** You must own all rights, title and interests in any items(s) that you send to us.
- e. Ownership of and risk in the items(s) will only pass to us when we receive the items(s), in accordance with these Terms. Accordingly, you are strongly recommended to pack your items prior to dispatch to us, to minimise the risk of damage. Please refer to the section "Delivering your item to us" below.
- **f.** You may not transfer, assign, charge or otherwise dispose of a contract or any of your rights or obligations arising under it without our prior written consent.

3. Customers

- **a.** By placing a sale order through our website, you warrant that:
- 1. you are resident in the UK & Northern Ireland; and
- 2. you are accessing our website from that country; and

- 3. you are legally capable of entering into a binding contract; and
- **4.** 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 item(s) to us for the sum indicated via our website).
- **5.** You and your parents or guardians release us of any liabilities or claims that may arise if you send the item to us in breach of this warranty.

b. If you deal as a consumer any provision of this contract which is of no effect to a consumer shall not apply. Your statutory rights are not affected by this contract.

c. For the purposes of these Terms, "**consumer**" means an individual who neither makes this contract in the course of a business, nor holds himself out as doing so, as defined by the Unfair Contract Terms Act 1977.

4. Conditions relating to the sale of your items to us

a. A sale order does not come into effect and no contract will have been formed between us until we have accepted it. We reserve the right to refuse to process a sale order for any reason including, but not limited to, where:

- 1. we identify a valuation error on the website; or
- 2. you fail to meet any criteria for eligibility which we impose from time to time; or
- **3.** you fail to submit all necessary and relevant details for us to complete the sales process; or
- 4. you fail to send us your item(s); or
- **5.** where your item(s) is damaged, is not consistent with the item grading policy below or does not comply with these Terms; or
- 6. it is an imitation, copy or otherwise a non-genuine make or model.
- 7. If the item received is totally different from what is quoted, or we think that fraud / deliberate mis use of our site, then there will be an administrative cost of £20 to get your device sent back.

Any item(s) falling within the above criteria and similar conditions specified by us will be revalued accordingly and you will receive a regrade email to confirm this.

5. Item Grading

Every device sold to us will need to match the make and model in your quoted sale order, as well as meet the following conditions that are laid out in the device category below.

Laptops and MacBook Devices

Excellent

- The device powers on and is fully functional including the backlight (No Dim Screen) – Must be free from any liquid or physical damage and or faults. This includes the Keyboard, Screen, Track/Touchpad, Drives, Ports, Software, and all internal components.
- The device is a UK model with original software and hardware that has not been modified, Hacked, Jailbroken, Rooted or Hacktivated.
- Must come with a genuine, working and complete power supply in an undamaged state.
- Hinges are not loose/Palmrest is not lifting on open or close.
- Must not have any screen scarring, keyboard marks on the screen, Screen peel or any delamination.
- The device can have light signs of use*

*No dents, Cracks, Scuffs, chipped or missing paint, Screen pressure marks, screen burn, screen scarring or any dead pixels. Up to 3 very light scratches on the screen, up to 5 light scratches on the housing.

Good

- The device powers on and is fully functional including the backlight (No Dim Screen) – Must be free from any liquid or physical damage and or faults. This includes the Keyboard, Screen, Track/Touchpad, Drives, Ports, Software, and all internal components.
- Device does not overheat
- The device is a UK model with original software and hardware that has not been modified, Hacked, Jailbroken, Rooted, or Hacktivated.
- Power supply is Non-OEM (Non Genuine/Original) is damaged or missing.
- Hinges are not loose/Palmrest not lifting on open or close.
- Must not have any screen scarring, keyboard marks on screen, Screen peel or any delamination.
- Device can have light signs of use*

*No dents, Cracks, Scuffs, chipped or missing paint, Screen pressure marks, screen burn, screen scarring or any dead pixels. More than 3 very light scratches on the screen, more than 5 light scratches on the housing, including scuffs, dents or missing paint/finish. Screen scratches must not be deep enough to cause a rainbow effect.

Faulty

The device has physical damage or a functional fault. Faults included are below but are not limited to:

- Signs of liquid damage
- Device is a non-UK model, modified hardware and or software, Hacked, Jailbroken, Rooted or Hacktivated.
- Device does not charge, hold a charge without the power supply plugged in. Or the battery is visibly swollen. Keyboard, Speaker, Wi-Fi, Webcam, Speaker fault.
- Screen/Display has Chips, Cracks, Dead pixels, Delamination, Discolouration or a faulty backlight so it does not display correctly. Display has deep scratches that can be felt or cause a rainbow effect on the screen, or keyboard marks/scarring on the screen.
- Device housing/casing such as substantial cracks, heavy dents, or any missing parts.
- We will not be able to purchase your device if it has been internally tampered with or if any internal components are missing, or it has been crushed or snapped in half.
- Loose or damaged hinges, any missing parts.

6. Stolen items and Ownership

a. We check the serial numbers of all submitted orders via Check MEND to ensure no stolen items are sold to us. If we at any time become aware of any issues, we reserve the right to withhold/cancel payment and you agree to co-operate with us, and any authorities should we so request.

b. You must own the right, title and all legal interest in the laptop or other items you send us. Your sale and or shipment of any such item must not violate any law or regulation. You may not unlawfully infringe any intellectual property, trademark, copyright, patent, software, licence or other legal right or restriction via your shipping or selling of the shipped item. The item you ship must be free of all legal restrictions that would affect the value of the item, restrict your legal right to transfer ownership of the item (including the item itself, software present on the item, or hardware on or inside the item). The item you send (including all related materials, software and add on hardware) may not be counterfeited, stolen or contain harmful or offensive content of any nature. You agree to hold us harmless and indemnify us from any and all loss of any nature, including fees, costs, judgments and reasonable fees arising from any threatened or actual legal action should you violate this term and condition of this Agreement.

7. Wrong item models and testing

a. Each item is tested for compliance with our Terms. Tests are carried out prior to and are the conditions for payment. We may stipulate additional tests as we reasonably determine. As items can look similar, customers sometimes incorrectly identify them. If we find that the model you send is not as referred to in your sale order, we will e-mail a value for the actual item confirming the model. You can choose to continue the sale for the revised value or reject it. If so, we will return the item to you free of charge, the sale will not progress, and our agreement will terminate. To accept or reject a revised value, either proceed or reject the revised value email. If you do not respond within 2 (two) working days, starting on the day on which we e-mail the revised value, we will automatically process your sale after that time, using the new price. (We will prewarn you of the automatic acceptance of the revised quote 24 hour hours before).

Please note we buy items up to 8 years old, for anything older than this, we may not make an offer for or can offer free recycling.

Please read clause 4.7, if we deem that the laptop is massively over identified and entered just to increase the value, then we may ask for the cost of returning.

8. Damaged items/incorrect grading

a. We do offer quotes for damaged items(s) but shall not be obliged to do so nor purchase any damaged items(s). The quote given for this will be the up to price depending on the parts we can salvage upon testing. In most cases, we pay the maximum price shown and in the rare case the price is lower, then you may cancel the sale with no penalties and have the laptop returned free of charge. We value all items(s) in the state that we receive them in and will not be held responsible for any damage in transit. Damaged items(s) will be traded using the same process as for all other item(s). If we determine your item(s) is damaged or not of the grade that you initially specified when submitting your sale order, we may, at our discretion, pay for the damaged item(s) but the value will be less than indicated on our website during the point of sale order. Accordingly, if an item we receive is damaged, then we will value the item to take account of the damage (in accordance with our grading policy) and send a revised value by email. You can choose to continue the sale for the revised value or reject it. If so, we will return the item to you free of charge, the sale will not progress, and our agreement will terminate. To accept or reject a revised value, either proceed or reject the revised value email. If you do not respond within 2(two) working days, starting on the day on which we e-mail the revised value, we will automatically process your sale after that time, using the new price. In some cases, values will be zero if items(s) are beyond economical repair. A revised value will only be given once the item(s) has been tested or inspected.

9. Value and payment

a. Item values on our website are indicative only and we are not obliged to pay the initially quoted value if, when we receive your item, we determine that it has a lower value if it fails to meet these Terms. Values are valid for 3 working days from the date on which you place a sales order except that values may vary from those initially given on our website, as provided in these Terms. We may extend the period for which item values are valid for but shall not under any circumstances be obliged to do so.

b. All our quotes are based on ex-consumer laptops and also ex-commercial units from businesses. VAT is not applied on purchases.

c. All amounts will be paid in GBP (£) sterling by the payment method you have chosen; direct UK bank transfer and PayPal. Bank transfers and PayPal payments are made to you within 24 – 72 business hours of receiving your item, as long as it was accurately described. No quote we make is binding upon us until we receive your laptop and inspect it. We aim to complete our checks within 48 business hours of receipt of any item. Charges may be applied for non-UK bank account payments.

d. Payments are also subject to validation and security checks which we or third parties may stipulate from time to time. Payments are non-transferable and will be made to the payee named as instructed in the sale order. If you would like someone else to receive payment, you must ensure you have all the correct details and authorisation. Payments are made using the details which you provide. You must ensure that you provide all correct, accurate details, including without limit, payment, and account details. We will not be liable if you fail to receive a payment or suffer a loss (including if a payment is sent to an incorrect account) as a result of your failure to input all payment and other details correctly, completely and accurately.

e. If we decide not to purchase the device you will be given the option of allowing us to recycle the device, but you will not receive any payment for it.

10. Delivering your item/s to us

We have 3 options for you to get your laptop to us.

Option 1: I'll Pack & Drop Myself to get £5 Extra When you opt for this option you will receive £5 extra to your quote for this. All you must do is to have your own packaging and drop it off at a nearest local parcel shop / post office (Parcel force only).

Option 2: Receive a box from us and drop it off If you opt for this option, We will deliver you a box on your chosen date (working days only) in which you have to pack your device and charger and then drop it off at your local post office / parcel shop that accepts Parcelforce parcels.

Option 3: Own packaging but require collection from your home or business. This option is best if you have your own box / packaging but want someone to come and collect it from your home / business. We will arrange collection on your chosen date.

Packaging Instructions We would advise to use a strong box to protect the items. In the event that an item is received in a damaged state, we will notify you by email as outlined above and, if you require us to do so, we can return the damaged item to you free of charge. We shall not be liable for any damage occasioned to your item(s) prior to receipt by us unless we specifically notify you in writing.

11. Postage

We pay for postage fees and where necessary courier fees to transport your item(s) to us. Just use the Sell My Laptop Freepost label provided. We do not accept responsibility for the non-delivery of item(s) or damage in transit. We therefore recommend that you package your items accordingly.

12. Packaging your items

a. You should carefully package your items when sending them to us to ensure that they are not damaged in transit. We automatically provide a Freepost service or courier service depending on your order and advise that you should try and include old newspapers, bubble wrap, or other environmentally friendly packaging material to cushion your item during transit. Sending products to Sell My Laptop is at your risk, and we will not be held responsible for any damage that may occur in transit. Ownership of the items only transfers to us upon arrival and in the condition that we agreed to receive them in as per the terms & Conditions stated in this document.

Please see our – Packaging Instructions

13. General

a. We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from third-party sellers through our site or from companies to whose website we have provided a link on our website will be of satisfactory quality and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against that third-party seller.

b. All notices given by you to us must be sent to Laptop Recycling Ltd. 62 Commercial Street, Brighouse. HD6 1AQ. Notice will be deemed received and properly served 24 hours after an email is sent or three days after the date of posting of any letter. In proving service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such email was sent to the specified address of that addressee.