



Mobile Phone Recovery – Terms and Conditions

This document outlines your responsibilities and the services to be provided by EMC.

Your responsibilities

- Securely package the phones for transit (within the UK not less than 10 pieces, European collections 100+ pieces).
- Remove all SIM cards prior to collection. EMC can not be held responsible for any SIM cards left in the handsets.
- Return the signed waste transfer note and raise an invoice for the sale value.
- Have the authority to sell the equipment.
- Understand that EMC are only purchasing hardware, and have no responsibility or intent to undertake any contacts or any liabilities associated with them.

EMC obligations

- Collection will be made by EMC by prior arrangement. EMC may collect the equipment from the agreed collection point between Monday and Friday, excluding bank holidays. Collections outside these hours can be requested as a special collection.
- EMC will arrange collection on the date agreed with the customer and will endeavour provide a report detailing the equipment collected within 48 hours of receipt of the goods.
- EMC hold and maintain the appropriate licences and permits as required by WEEE environmental and waste legislation.
- Quality manage all systems in line with ISO 90001 – Environmental 14001: 2004.

Warehouse and transportation costs

EMC will be responsible for warehouse storage and transportation for all equipment.

In particular EMC will:

- Provide a suitable and segregated storage and handling facility for the equipment.
- Provide appropriate security at the premises, to include (without limitation) fire and intruder alarms.
- Upon receipt, engineers shall inspect and confirm the contents of each collection. Equipment will be categorised and priced in line with our assessment and appraisal methods.

Data secure deletion/equipment destruction

- Where requested, data stored on mobile communication devices and other associated equipment will wherever technically possible be securely removed or deleted.
- Forgotten SIM cards where discovered will be removed and destroyed by certified destruction.

Pricing and charges

- EMC will endeavour to provide a buy-back offer within 48 working hours.
- Once the sale has been agreed, either written or verbal, it is mutually accepted, that all title, risk and environmental responsibility should pass to EMC and that the equipment be released for processing.
- The customer will on receipt of the Sale and Waste Transfer note, sign off the waste transfer and return the transfer to EMC.
- The customer will then raise a VAT invoice (unless a charitable donation is required) for the amount agreed.

Assumed consent

- The customer is required to confirm acceptance of the sale price within seven working days. Should the customer fail to respond, then it shall be deemed reasonable for EMC to assume that the price is acceptable and that the equipment should be processed inline with our best practice.

Right to cancel

- The customer reserves the right to request the return of the equipment without charge, up until the verbal or written acceptance of the sale price or assumed consent.
- Any applications made after that time will be at EMC's discretion and subject to a £250.00 processing fee.

Environmental compliance

- EMC will ensure that all equipment is processed in line with WEEE legislation and hold all relevant licences and permits.
- Equipment which is determined by EMC to be unsuitable for reuse and recycling will be disposed of in an environmentally friendly way through EMC appointed licensed waste processing companies.
- EMC accept the full environmental responsibility for all equipment sold/transferred or donated to EMC.
- EMC will report and liaise as required with the Environment Agency to comply with WEEE reporting.

Charitable donations

- Customers can request for their sale values to be donated to charity.
- Charitable donations will be processed within 14 days. Cheques will be made payable direct to the charity and returned to the company for forwarding to their chosen charity.

Understanding

- Each party agrees to keep confidential all negotiations regarding the sale.
- EMC will conduct and supply a service in accordance with good industry practice and act with reasonable diligence, care and skill to EMC's best ability, knowledge and expertise, and inline with WEEE (waste electrical electronic equipment) legislation.
- These terms constitute the contract between EMC and the customer, and are deemed to be accepted by the customer by virtue of the request to value the equipment.
- No variation or amendment of this agreement shall be valid unless committed to in writing and signed on behalf of the customer and EMC.

Law and legal compliance

- This agreement shall be governed and construed in accordance with English Law and subject to the non-exclusive jurisdiction of the English courts.

General

- If any provision of this agreement is held to be invalid or unenforceable, such provision shall be struck out and the remaining provisions shall be enforced. The headings are for reference only, and no way, limit, construe or describe the scope or extent of each section.

EMC Registered Office:

Glensyl Way, Hawkins Lane Industrial Estate, Burton on Trent DE14 1LX.