

# **O2** Recycle for Business

Terms and conditions (Business Customers)

O2 Recycle for Business is Telefónica UK Limited's ("O2's") recycling programme. O2 Recycle for Business is operated and administered for O2 by Ingram Micro Services Ltd.

Please read these terms and conditions carefully before registering an order with O2 Recycle for Business.

By registering an order with O2 Recycle for Business, you agree to be bound by these terms and conditions and acknowledge that you are entering into a contract with Ingram Micro Services Ltd.

References to "we", "us", "our" or similar throughout these terms and conditions shall mean reference to Ingram Micro Services Ltd. Your contract with us, incorporating these terms and conditions, shall be formed when we receive your device.

The O2 Recycle for Business service enables you to sell your business devices to us for a value as determined by us, dependent upon their condition.

We may amend these terms from time to time so please ensure to check these terms every time when using the service, as current terms will apply at the time of a raised order.

The O2 Recycle for Business service is accessed via the O2 Recycle for Business portal, which is a customer self-serve portal for business customers to register for the O2 Recycle for Business service, to obtain initial non-binding indicative device recycle values, to raise recycle orders for the return and recycle of devices, to obtain final device recycle values and to view and manage recycle account transactions.

We reserve the right to refuse registration for the service. When authorised, access to the portal is made available free of charge.

We may update the portal from time to time, changing content at any time without notice and may suspend or withdraw some or all functionality of the portal without notice. We will not be liable for any period when the portal is unavailable for your use.

We may disable your access to the portal without notice, at any time, if in our view you have failed to comply with these terms of service.

### 1. Your devices

- 1.1. Each device you send to O2 Recycle for Business should match the make, model and condition stated when registering your order and should meet the following minimum conditions to achieve any payment:
- a. The battery must be included.
- b. The device must not be crushed.
- c. The device must be original and meet the manufacturer's original specifications.
- d. he device must not be software locked or registered as stolen or barred.

# 2. Grading mobiles and tablets

2.1. We initially provide non-binding; indicative recycle values during the order process based on your evaluation and supplied grading before you send in your device.

**2.2.** No device is ever the same so grading varies from model to model, depending on the damage and condition. To give you an idea of the types of issues which may affect our valuation, please have a look at our table below.

Reduction	Type of Damage
0%	Working, turns on, no damage, light scratches
-25%	Damaged keys or buttons
-50%	<ul> <li>Cracks to frame or rear casing</li> <li>Heavy scratches on frame or rear casing</li> <li>Water damaged but the device is still fully functional</li> </ul>
-80%	<ul> <li>Damaged including visibly burned screen*</li> <li>Does not power on or off</li> </ul>
-100%	Software locked, stolen, barred or fake items

<sup>\*</sup>Damaged means a cracked, chipped, heavily scratched screen or screen with visible shadows, spots, burns or missing pixels.

# 3. Grading wearables and AirPods

- **3.1.** To achieve any value, these devices must be working and fully intact cosmetically. We advise you answer our grading questions to obtain a more detailed valuation for your device before sending it in to O2 Recycle for Business.
- **3.2.** For a device to be classified as fully working we will test that all functions are working properly. 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.
- **3.3.** In some cases, depending on the value and condition of your device, we will be unable to offer any payment. To give you an idea of the types of issues which may affect our valuation for these devices, please have a look at our tables below.

Reduction	Type of Damage – Wearables
0%	<ul><li> "As new" to light cosmetic wear and tear on the device</li><li> Fully working</li></ul>
-50%	Missing the original strap
-95%	<ul> <li>Screen damage (cracked or smashed screen, LCD/pixel damage, display issues)</li> <li>Heavy damage</li> <li>Software faults</li> </ul>
-100%	<ul> <li>Blocked, stolen or fake items</li> <li>Doesn't power on or off or accept a charge</li> <li>Locked to iCloud or other activation locks</li> </ul>



Reduction	Type of Damage – AirPods
0%	<ul><li> "As new" to light cosmetic wear and tear on the device</li><li> Fully working</li></ul>
-50%	Heavy wear and tear, such as scuffs, dents and deep scratches
-95%	<ul><li>Heavy wear and tear, such as scuffs, dents and deep scratches</li><li>Functional faults</li></ul>
-100%	<ul> <li>Blocked, stolen or fake items</li> <li>Doesn't power on or off or accept a charge</li> <li>Missing parts</li> <li>Locked to iCloud</li> </ul>

### 4. General

- 4.1. If you have a PIN or password on any of your devices, these must be removed before sending to us.
- **4.2.** Any stolen, blocked, counterfeit or fake devices returned will be held by us and reported to the police without reference to you. No payment will be made, and the device(s) will not be returned.
- 4.3. Any devices that are sent to O2 Recycle for Business and do not have a value will be recycled in line with WEEE Regulations.
- **4.4.** The terms and conditions of any enhanced recycle offers operated by O2 that contain or consist of an O2 Recycle for Business offer specific for business customers shall be contained here. Any such offer shall be subject to and governed by these specific offer terms and conditions, which shall be incorporated into the terms of any offer. Please check the details of each offer to determine if your returned devices are eligible.

# 5. Pricing

- 5.1. Prices offered via O2 Recycle for Business are subject to change at any time without notice.
- **5.2.** If the device received differs to the device registered, the order will be processed based on the device received, not the device registered.
- 5.3. Once we receive the device, we will carry out an assessment to establish its quality and shall provide a formal price at which we are willing to purchase the device, this may include a zero-value price. O2 Recycle for Business will have the final decision on all device values
- 5.4. For orders placed using the office collection method the quotation provided will be for the full batch of devices received. You can choose to accept or reject the quotation. For any devices which you have been unable to unlock, you may elect to have them returned or processed at a zero-value price. Quotes will be automatically accepted if you have not responded within 5 working days and paid at the valuation advised
- **5.5.** For orders placed using the Multi address returns option each device will be valued and paid as seen. Devices received with a lock such as Apple Find My or Knox locked will be raised with you to allow you to remove the lock. Devices which remain locked after 5 working days will be accepted and paid at the valuation advised.



# 6. Payment processes for O2 Recycle for Business transactions

- 6.1. When we receive your device, we will check that it is complete and that it meets our terms and conditions. Providing it does, we will send payment by your chosen method in accordance with the timings included in clause 6.2 for each payment method.
- **6.2.** The following payment methods are available:

#### a) BACS transfer:

- a. Once we've received and processed your complete volume of devices, provided in accordance with these terms, payment will be made to your designated bank account. You will need to upload your invoice to the portal and once received we will trigger the payment to your bank account within 5 working days.
- b. Partial devices from an order received across multiple months will be paid monthly in arrears. You will need to upload your invoice to the portal and once received we will trigger the payment to your bank account.
- c. If your payment date falls on a weekend or public holiday payment will be made on the next working day.
- d. Payment can only be made to the business entity and associated business bank account per details provided, any incorrect details may result in delay or non-payment.

#### b) O2 Business Account Credit:

- a. Once we've received and processed your complete volume of devices, provided in accordance with these terms, payment will be made to your designated O2 business account within 10 working days following completion of device processing.
- b. Partial devices from an order received across multiple months will be paid monthly in arrears, by the 15th working day of the month.
- c. If your payment date falls on a weekend or public holiday payment will be made on the next working day.
- d. Payment can only be made to the business entity and associated O2 business account per details provided, any incorrect details may result in delay or non-payment.

#### c) Charity donation:

- a. You may choose to donate the full amount or a selected percentage of your order trade-in value to O2's chosen O2 recycle charity partner.
- b. If your device is subject to re-quote following inspection of your device, the percentage value chosen as a donation will be applied to the new device value and cannot be adjusted.
- c. The organisations supported are at O2's discretion and may change from time to time without notice.

# 7. Returning devices

- 7.1. Devices can be returned to us via one of 2 options;
  - a. Single Address: DPD Courier collection, from a single office location, for 10 or more devices being returned as a single bulk collection. This service can be self-booked via the O2 Recycle for Business for business portal as part of the order process. There are no courier charges raised to use this service.
  - b. Multi Address: Royal Mail Post Office drop-off and send service, for single devices or for orders containing less than 10 devices. You will receive a QR code or postage label on your confirmation email to utilise There are no postage charges raised to use this service.
  - Across both returns options you are responsible for the safe and secure packaging of the devices; we recommend devices
    are packaged adequately using protective wrapping.
- **7.2.** Received devices will be assessed and processed within the following timelines.

1 – 500 devices	Within 5 working days
501 – 1000 devices	Within 10 working days
1001+ devices	Within 30 working days



- 7.3. We do not accept responsibility for non-delivery of devices or damage in transit. For devices sent via the Royal Mail Post Office send service, then Royal Mail will cover you for up to £100, and for devices sent via the DPD courier service, DPD will cover you for up to £100, for any lost, stolen, or damaged devices.
- **7.4.** Royal Mail has introduced guidelines regarding shipping products containing lithium batteries. Find out more information about the guidelines and how they impact you here.
- **7.5.** Ensure that the label is securely fastened to the parcel and the barcode is not obscured by tape. The barcode is crucial in getting the goods back. Customers will be given a receipt by the Courier or Post Office when the goods are collected or dropped off. This must be kept as proof of sending.
- **7.6.** You will need your Post Office receipt and the correct IMEI or serial number of your device in order to be able to make a claim through Royal Mail for any lost device. Failure to provide this information may invalidate your claim for a lost device.

# 8. Customer requirements

- **8.1.** By registering as an O2 Recycle for Business customer you warrant that:
  - a. the device(s) comply with these terms;
  - b. you are a business registered in Great Britain or Northern Ireland;
  - c. you are accessing our site from that country;
  - d. you are not utilising the service as a "consumer", means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession, as defined by the Consumer Rights Act 2015;
  - e. you are legally capable of entering into a binding contract on behalf of your business entity;
  - f. you are the business owner of the devices or have been authorised by the business owner to recycle the devices via the O2 Recycle for Business service;
  - g. the devices are not counterfeit, stolen or barred;
  - h. you agree to creating an O2 Recycle for Business account; and
  - i. you are at least 18 years old;
- 8.2. You release us of any liabilities or claims that may arise if you send the devices to us in breach of these warranties.
- **8.3.** You are responsible for cancelling any airtime contract linked to each device. We are not responsible for any call costs arising before, or after, receipt of your device or arising from any other circumstances whatsoever.
- **8.4.** Please remove SIM cards before sending us your device. Any SIM cards received by us will be destroyed and so cannot be returned (we will dispose of them appropriately). We accept no liability in the event that any device that has been sent with its SIM card is lost and charges are then incurred. You shall continue to be responsible for such charges.
  - Please remove any memory cards before sending us your device. Any memory cards received by us will be destroyed and so cannot be returned (we will dispose of them appropriately). We accept no liability if any device that has been sent with its memory card is lost and data is accessed by a 3rd party.
- **8.5.** Please do not send device accessories or the original manufacturer's box. If we return your device to you because of order cancellation by you, or for any other reason, we will not return accessories and your device may be returned in alternative packaging. Any accessories, boxes, or other packaging received by us will be disposed of appropriately.
  - Please ensure to back up any device data or content that you wish to retain or reuse on an alternative device before sending the device to us, this is your responsibility. Once a device has been sent to us it will not be possible for you to obtain any such data or content.
- **8.6.** Please ensure all personal and business data is removed from devices before sending them to us. This includes but is not limited to all personal details, SMS, photos, videos, games, music, other data or business content. We will not accept responsibility for the security, protection, confidentiality or use of such data. By sending your device to us you agree to release us from all and any losses, claims or damages with respect to the data enclosed or stored therein or on any media used in conjunction with the device.
- **8.7** Please ensure to perform a full device reset to factory settings prior to sending in your device, and for Apple devices switch off "Find My" and the associated device activation lock, as detailed by Apple.
- 8.8 Please ensure that all other device activation locks, passwords, other security measures or applications that may place the device in a controlled or locked state are removed before returning any devices to us. This may include, but is not limited to, Apple Find My, Apple Device Enrolment, Android Zero-Touch Enrolment, Knox Mobile Enrolment or any Samsung Knox Solutions.



### 9. Miscellaneous

- **9.1.** O2 Recycle for Business is only intended for use by businesses registered with us in Great Britain and Northern Ireland. At our complete discretion we may accept or reject orders from people outside of these territories.
- 9.2. We reserve the right to reject large volume repeat orders within any 12-month period.
- 9.3. You must own all rights, title, and interests in any device(s) that you send to us.
- **9.4.** Ownership of the device will only pass to us when we receive the device, in accordance with these terms and conditions, and we have dispatched payment to you.
- **9.5.** The contract between you and us is binding on you and us and on our respective successors and assigns. 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 We may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it, at any time during the term of the contract.
- **9.6.** These terms and conditions are governed by English law and claims in relation to our contract with you are subject to the jurisdiction of the courts of England and Wales.
- 9.7 All received devices pass through an industry standard device wipe and or reset process, in accordance with the associated ADISA standard https://www.adisarc.com/

### 10. Events outside of our control

We will not be 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.

### 11. Data Protection

O2 shall be the data controller in relation to any data collected and processed in relation to the O2 Recycle for Business programme. Your personal details will at all times be processed in accordance with O2's Privacy Policy, which can be found here: <a href="http://www.o2.co.uk/termsandconditions/privacy-policy">http://www.o2.co.uk/termsandconditions/privacy-policy</a>.

