



The Terms and Conditions of the Service

These Terms and Conditions apply to the agreement between You and the Cash Converters Operator whose details appear on the Customer Valuation Form provided in Your Package. By submitting Your items to Us for the Service You agree Your acceptance of and compliance with these terms.

1. These Terms

- 1.1 We reserve the right to revise these Terms and Conditions from time to time to reflect changes such as changes in the law, or to the way We provide the Service. You will be subject to the terms and conditions in force at the time that you Submit Your Package to Us. You must ensure that You have read the most recent Terms and Conditions prior to submitting Your Package.
- 1.2 Capitalised words used through these terms and conditions have the meaning ascribed to them in the glossary of terms at the end of this document
- 1.3 By using Our Services, you confirm that:
 - (a) you are at least 18 years of age and will provide identity verification documentation upon request;
 - (b) you are the legal owner of all Items that you send to Us which are not the subject of any instalment credit agreement or any other such agreement and that no other person has any rights or interest in the Item;
 - (c) You are a UK resident
 - (d) you are using the Services in a personal capacity and not in the course of business or for any commercial purpose
 - (e) You understand that We have relied on the declaration you have given in the Customer Valuation Form when making any Offer to you
- 1.4 If We have any reason to believe that any Item We receive from You is stolen or counterfeit We may report the matter to the police and provide the police with Your details.

2. Sending Us Your Package

- 2.1 Unless otherwise Agreed with Us, Your Package should be sent to Us via Royal Mail Special Delivery, using the prepaid label enclosed in Your Package.
- 2.2 Royal Mail insures parcels under this service up to the value of £750. If you believe Your Items to have a value of more than £750 You can increase the insurance cover with Royal Mail for an additional fee payable by You at the time of postage. It is Your responsibility to ensure that You have the appropriate amount of insurance cover.
- 2.3 You should ensure that you obtain and retain proof of postage and tracking number. All Items remain at Your risk whilst in transit and We do not accept any liability for Your Items until We have taken delivery and signed for Your Package. In the unlikely event that Your Package is lost or damaged in transit to Us then you must contact the Post Office for redress. You will not be able to make a claim without the tracking number.
- 2.4 We reserve the right to refuse delivery of any Package that appears to have been opened, damaged or tampered with in any way.

- 2.5 It is Your responsibility to ensure that Your Package does not contain any Items which are prohibited from being sent though the post. You may be committing an offence should You do so, and We may report the matter to the relevant authorities without notice to You. You are also responsible for ensuring that the Items you are sending are not restricted or exempt for compensation under the postal service You are using. We will not be liable to you for any loss or damage suffered or any action or prosecution arising or resulting from Your breach of these obligations.

3. Receipt of Your Package

- 3.1 Upon receipt of Your Package We will check that Your Package contains:
- (a) A fully completed and signed Customer Valuation Form with signed declaration. We reserve the right to Reject any Package that does not contain a fully completed and signed Customer Valuation Form. In that case Your Items will be Rejected and We will Return Your Package to you free of charge via Royal Mail Special Delivery.
 - (b) Accepted Items. Items received that are not Accepted Items will be Rejected and dealt with in accordance with clause 4.3
 - (c) The number of Items stated on the Customer Valuation Form
- 3.2 If it is not possible to identify a Customer because of an incomplete Customer Valuation Form or Customer details We may not be able to return Your Package to you. In that event we will hold the Package for a period of 6 months to allow you time to contact Us and verify ownership. Where no claim is made following the 6-month period the Items will be treated as abandoned and We may dispose of them at Our discretion. Where We receive a claim for such Items after the 6-month period We reserve the right to deduct insurance and storage costs and any costs of disposal up to a maximum of £130 from that claim.

4. Acceptance of Items

- 4.1 We will accept for Valuation Items which are or appear to be, or contain precious metals, that is to say gold, platinum and palladium, including for example Jewellery, Watches, Clocks, medals (“Accepted Items”).
- 4.2 Silver Items will only be Accepted Items if Packaged with a minimum of 10 grams of gold.
- 4.3 We reserve the right to charge £15 administration fee to return a Package that does not contain Accepted Items. This administration fee is to cover Our costs of packaging and returning the Items via Royal Mail Special Delivery. We will contact you on the details provided to arrange payment of the administration fee and return of the Package to You. We will retain the Items for a period of 28 days. If payment is not received by the end of the 28-day period, We will treat the Items as abandoned and will dispose of them at Our discretion.

5. Valuation, Offer and Rejection of Items received

- 5.1 If Your Package and Items are Accepted they will be inspected and Tested by Our valuers. Testing may involve the use of chemicals which could leave some permanent staining and/or scratches. By submitting Your Items to Us you accept that possibility. We will not be liable to you for any damage or resulting decrease in value caused by Testing.
- 5.2 If Your Items contain any gemstones these will be taken into account in the Valuation and any resulting Offer, however gemstones may have little or no value.
- 5.3 Following Valuation We may in Our absolute discretion Reject Your Item or proceed to make an Offer. Any items Rejected at this stage will be returned to you free of charge.

- 5.4 If Your Package contains multiple Items, We may in Our absolute discretion decide to Reject some of the Items and make an Offer on others. Any Rejected Items will be returned to the address you have provided free of charge.
- 5.5 Should We decide to make an Offer We will contact you on the phone number or email address you have provided. If We are unable to contact you within 28 days of receipt of Your Package We will return Your Package to you at the address provided and notify you using the details provided that We have done so. Proof of postage to that address will be sufficient evidence that We have complied with this clause. Should Your Package be lost in transit you must contact Us in order that We can investigate with the postal service used.
- 5.6 If We make an Offer, it will be valid up to 17.00 on the day on which the Offer is made. If you accept the Offer such acceptance shall become legally binding and an irrevocable Contract for Our purchase of the Item is created. Any right to cancel set out in clause 7 will lapse upon Your Acceptance of the Offer and title to the Items will pass to Us at this point. Payment will be made to You in accordance with clause 6
- 5.7 Our Offer is based on a number of factors including the condition and quality of the Item and the days' gold price.
- 5.8 You are under no obligation to accept Our Offer and should you decline the Offer Your Items will be returned to You free of charge via Royal Mail Special Delivery within 5 working days from the date of the declined Offer

6. Payments of accepted Offers

- 6.1 Upon Your acceptance of Our Offer and the creation of a legally binding Contract, payment will be made by bank transfer to the account details provided by You. The account must be a UK bank account and in Your own name. We will not make payment into any other bank account. Payments will be processed within 24 hours of You accepting Our Offer, although it will usually be much sooner.
- 6.2 Bank transfers may take up to three working days to clear to Your account and could take longer. That is out of our control and often dependent upon the recipient bank. We will not be liable to You for any losses You suffer as a result of payment not clearing Your account within the estimated timescale.
- 6.3 We will not be obliged to independently verify bank details. It is entirely Your responsibility to ensure that the details you have given Us are correct. We shall not be liable to You for any losses You suffer as a result of funds being paid into an incorrect bank account where they have been paid to the details You have provided.

7. Your Right To Cancel

- 7.1 You have a right to change Your mind and cancel Your request for Our Services within 14 days beginning on the day after that contract with Us is formed (on Acceptance of your Items). The right to cancel will be affected once We begin providing the Services to you.
- 7.2 If, after sending Us Your Package you decide you do not wish Us to provide a Valuation you must notify Us as soon as possible. Provided We have not commenced the Service of Valuation and Testing We will return Your Package to You using the details you have provided.
- 7.3 Once We have completed delivery of the Service (Valuation and Testing) Your right to cancel will cease. You may if you wish, still request the return of Your Items without seeking an Offer, but you accept that Items may have already been Tested in accordance with clause 5.1 above. We shall not be liable to you for any damage caused by Items being Tested in accordance with these terms and conditions
- 7.4 Should you wish to exercise Your right to cancel you should contact Us on the details provided in the Customer Valuation Form.

8. Privacy

- 8.1 All information You provide to Us is collected and retained for the purposes necessary for Us to perform the Services. All personal data is processed and stored in accordance with Our Privacy Policy which can be found at www.cashconverters.co.uk/resources/privacy
- 8.2 All telephone calls between Us and Our Customers will be recorded for monitoring and training purposes and as a record of the Customer's instructions when an Offer is made. We may rely on any such recording in the event of any dispute.

9. Liability

- 9.1 Nothing in these terms and conditions shall exclude or limit Our liability for:
- (a) death or personal injury caused by Our negligence;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other matter for which We cannot by law exclude or limit Our liability.
- 9.2 To the extent permitted by law, We exclude liability for:
- (a) Indirect, consequential or unforeseeable loss or damage.
 - (b) Loss or damage to caused by arising from the action or default any third party.
 - (c) Loss of profit, income or anticipated savings.
- 9.3 Any claims for missing or damaged Items will be returned to You by Us MUST be submitted to Us in writing within 28 days of Us posting Your Package.
- 9.4 We shall have no liability to you for missing or damaged Items that are prohibited or restricted Items as referred to in Clause 2.5
- 9.5 Our total liability to you shall be limited to the value of Our Offer.
- 9.6 Your Rights as a Consumer are protected by legislation and nothing in these terms and conditions will affect those rights

10. Complaints and Dispute Resolution

- 10.1 Disputes between you and the Cash Converters Operator regarding our products or services may be reported to Customer Services, Cash Converters (UK) Limited, 5 Wellfield, Runcorn, Preston Brook, Runcorn, Cheshire WA7 3AZ or send an email to customerservices.uk@cashconverters.com.
- 10.2 Cash Converters (UK) Limited will manage all disputes, working with buyer and seller, to resolve your dispute as quickly as possible on behalf of the appropriate franchise firm trading as Cash Converters.
- 10.3 If your complaint is not resolved after following our complaints procedure you may wish to refer your complaint to a provider for Alternative Dispute Resolution (ADR). An ADR provider acts independent of the parties to seek to resolve disputes outside of the court process.

11. Force Majeure

- 11.1 We shall not be liable for any failure or delay in performing any of Our obligations under these terms and conditions for so long as, and to the extent that, Our performance is prevented, hindered or delayed by a Force Majeure Event.
- 11.2 We will, as soon as reasonably practicable upon the occurrence of a Force Majeure Event give you notice of it
- 11.3 Our performance of the Service will be suspended while a Force Majeure Event renders and continues to render the performance of Our obligations impossible.

11.4 If We have not resumed full performance of any obligations suspended in accordance with this clause, within one month after the start of the Force Majeure Event, either You or We may terminate this Agreement by giving written notice to the other party.

12. General

- 12.1 You may not transfer this Agreement, nor any of Your rights or obligations arising under it.
- 12.2 We may transfer this Agreement, or any of Our rights or obligations arising under it, at any time and without providing notice to you.
- 12.3 Failure by either party to exercise a right granted to it by this Agreement shall not constitute a waiver and will not relieve the other party from compliance with its obligations.
- 12.4 A waiver of a right under this Agreement will not be a waiver of any subsequent default.
- 12.5 A waiver of a right under this Agreement shall not be effective unless it is stated to be a waiver and is communicated to the other party in writing.
- 12.6 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 12.7 A person who is not a party to this Agreement shall have no rights in relation to this Agreement.
- 12.8 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

Glossary of Terms

In these terms and conditions the following words will have the following meanings:

“Agreement” means the completed Customer Valuation Form and these terms and conditions and any documents supplemental to them

“Cash Converters Operator” or **“Us/We/Our”** means the company whose details are set out in the Customer Valuation Form, who is trading under, and is licenced as a franchisee to use the trading name Cash Converters

“Cash Converters Pack” means the envelope We will send to you for you to submit Your items together with the Customer Valuation Form.

“Contract” means a legally binding agreement between you and Us for the purchase of Your Items for the price set out in the Offer communicated to you.

“Customer” or **“You/Your”** means an individual using the Services.

“Force Majeure Event” means any circumstance not within a party’s reasonable control including, without limitation, acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; or any labour or trade dispute, strikes, industrial action or lockouts (other than by the staff of the party seeking to rely on this clause).

“Item” means an item or a number of items you to send to Us that you wish to sell to Us in accordance with this Agreement. “Items” shall be interpreted accordingly.

“Offer” means a proposal for the price We will pay to you for an Item

“Our Privacy Policy” means the privacy policy which can be found at www.cashconverters.co.uk/resources/privacy and which is incorporated into these terms and conditions by reference

“Package” means the package containing Your Item and completed Customer Valuation Form submitted to Us to perform the Services. Terms such as Packaged shall be interpreted accordingly.

“Reject” means the refusal by Us to accept delivery of any Package; a decision by Us not to perform a Valuation on an Item; the decision by Us, having performed a Valuation, not to make an Offer or any other such rejection in accordance with these terms and conditions. “Rejection” “Rejected” and similar terms shall be interpreted accordingly.

“Services” means the service of Valuation and purchase of precious metals provided by the Cash Converters Operator in accordance with these terms and conditions

“Testing” any process We use to test the Item to ascertain the composition of metal

“Valuation Form” means the form which you must complete with Your details, details of the item(s) being submitted and which must be signed by you.

“Valuation” means the assessment of the item received to ascertain their value such Valuation may include Testing to enable us to Offer or to Reject that Item.

“Website” means <https://www.cashconverters.co.uk> AND/OR <https://www.cashconvertersgold.co.uk>