

Terms and Conditions – Commissions & Part Exchange

- 1.1 In requesting Clifton Cameras Ltd to quote and/or purchase second-hand products, you acknowledge and agree that: (i) you have full and legal title to the products being offered and/or are lawfully authorised to dispose of the products; (ii) the products are not encumbered by any debts, whether arising from a hire-purchase agreement or otherwise; (iii) unless expressly agreed with us in writing to the contrary, VAT is not chargeable in respect of the purchase of the second-hand products; and (iv) you are over 16 years of age, or, that you have obtained consent from your parent or guardian to sell the products. You indemnify us from any claims that may arise if you send items to us in breach of this agreement. In the event that we become aware, that any products sent to us are registered or reported as lost or stolen, we may contact the appropriate authorities.
- 1.2 We will aim to provide an initial quotation within one business day of a request being submitted. All quotations submitted by you will be given in good faith based on the information you provide but are non-binding until such time where you agree to a final quotation following inspection of the product(s). All quotations will be given in GBP Sterling.
- 1.3 All quotations supplied to you are based on the assumption that all accessories supplied as part of that product as standard by the manufacturer will also be supplied to us upon inspection unless otherwise agreed previously.
- 1.4 Upon confirmation that the initial quotation is acceptable by you, we will arrange for the products to be collected from you by our courier at our cost. You are responsible for packaging and labelling the products appropriately and acknowledge that all goods collected by our courier will be subject to Conditions of Carriage.
- 1.5 All memory cards and/or storage data devices will be removed from the products before collection and acknowledge that we will not be held liable whatsoever for the loss or damage of any device or data held on them.

- 1.6 We reserve the right to amend or cancel any quotation or to offer a revised quotation following inspection of the products. If we offer a revised quotation by email, you have the right to accept or reject the revised quotation. Such quotations will be valid for a maximum of 7 days from the date of the quotation, and all final quotations, revised or otherwise, are to be accepted in writing/email during this period.
- 1.7 You acknowledge any quotation whether agreed to or otherwise is subject to revision at any time at the discretion of Clifton Cameras. At such a time, you reserve the right to reject the quotation and have the products returned to you free of charge.
- 1.8 Clifton Cameras Ltd retain the right to cancel the transaction or adjust the valuation for any reason inclusive of, but not limited to: (i) If items differ in age, usage or exact model from that quoted (ii) If items are faulty or show signs of imminent failure (iii) If items are not as described (iv) If items do not include necessities such as batteries or chargers (v) If items show signs of excessive wear not previously described (vi) If items show signs of having impact or other damage (vii) If items show signs of internal fungal growth or damp (viii) If items are not EU or UK stock (ix) If Clifton Cameras suspects the product is 'non original' in any way.
- 1.9 The condition you describe product(s) to be in when requesting a quotation directly affects the price we offer. If, upon inspection, we determine the condition to be different from that which you have initially described it, we may offer you a revised final quotation.

2. **Product Conditions:**

Quotation requests submitted by you and final quotations provided to you after inspection is based on the grading of equipment using the following set of conditions.

Condition 1: “Mint”: Like New with very minimal signs of use. Boxed with all standard accessories. The lens mount may show minimal signs of use but no deep marks. Clean Optics with no Dust or Scratches. Clean Sensor
Pro Bodies - up to 30K actuations
Non-Pro - up to 10K actuations

Condition 2: “Excellent”: Very good with some light Signs of Use. Preferably Boxed with all/most accessories
No significant marks or scratches and little wear. Clean Optics with no scratches very little dust (if any). Clean Sensor
Pro Bodies - up to 60K actuations
Non-Pro - up to 20K actuations

Condition 3 “Good”: More Obvious Signs of use with most accessories including Battery and Charger. Items will show cosmetic wear from overtime.
Optics/camera viewfinder may have a small amount of dust inside but will not affect images in any way. Clean Sensor
Pro Bodies - up to 80K actuations (Depending on camera)
Non-Pro - up to 40K actuations

Condition 4 “Heavy Use”: Extensive wear but working, may have heavier scratches on optics and dust in viewfinders but will not affect image quality. Clean Sensor –
Each listing will be personalised to the item.

2.1 **Commission Sales** allow customers to choose Clifton Cameras Ltd to sell their product(s) on their behalf.

- 2.2 All products are provided with a recommended selling price, advice on selling timescale and the amount paid to you net of any applicable fees at the point of inspection of the product(s). All advice is provided in good faith as a guidance only and is not to be intended or accepted as a binding agreement.
- 2.3 All Commission Sales are not guaranteed to sell however, pricing and product listings are subject to review. Amendments to pricing will be made upon the confirmation from prior to the change.
- 2.4 All Commission Sales are subject to a charge of 20% of the final selling price.
- 2.5 All products sold through Commission Sale must be sold for a minimum of 28 days before any payment is made to you. This is to ensure we are compliant with the Consumer Rights Act 2015.
- 2.6 Payments to you will be made via Bank Transfer and may take up to a maximum 30 days from the confirmation of sale, however, payments generally take up to 10 days to be made.
- 2.7 You reserve the right to withdraw from the Commission Sale at any time up to the point the product(s) has been sold to our customer. Any products being sold in this way will be returned via Courier free of charge.
- 2.8 **Part Exchange** allows customers to use their product(s) they own as a method of payment either in part or full payment towards new item(s) we sell.
- 2.9 A part exchange can be used against a purchase of a product(s). Where a part exchange has been completed against a Preorder item, the credit from the Part Exchange will be removed from the full value of the Preorder Item.
- 2.10 A payment may be made to you for the value of agreed quotation retrospectively as part of an existing order you have in place with us. This payment will be made to you via Bank Transfer.
- 2.11 Clifton Cameras Ltd reserve the right to provide you with credit of the Part Exchange in the form of a Gift Voucher. In such event, the Gift Voucher will not be restricted to a specified period to use the credit.

- 2.12 You reserve the right to withdraw from the Part Exchange up to the point of your agreement of the final quotation. Any withdrawal from a Part Exchange must be made in writing and the products will be returned to you via Courier free of charge.
- 2.13 Upon agreement of the final quotation of the product(s), you agree to transfer ownership to Clifton Cameras Ltd and payment to you for the final quotation will be made to you in the form of credit, Gift Voucher or bank transfer.

3. Conditions Of Carriage

- 3.1 Only customers within the UK are eligible for our free courier service.
- 3.2 Clifton Cameras offers customers a number of ways to send in your items to us for free. They include using:
- 3.2.1 Free Collection of your products by our insured Courier Service to customers within the UK. Excludes commission sale products (see. 4.9)
- 3.2.2 For those customers who are outside of the UK or prefer not to use our Courier Service, we will refund up to £10 for postage, should you accept the final quotation. Customers wishing to send items themselves are recommended to use insured and trackable service and to retain proof of postage.
- 3.2.3 Clifton Cameras Ltd are unable to provide a prepaid label for products to be sent in however a collection can be arranged in line with section 3.2.1.
- 3.3 Clifton Cameras Ltd take no responsibility for damage or loss of items sent to us by an alternative postal or courier service, nor in the event of such circumstance, any damage or loss to business, loss of sale, non-payment of sums due, profits, or business interruption, business reputation or any other pecuniary loss.
- 3.4 All collections will be booked for one box only unless otherwise previously specified by you. If your items require more than one box or package, you are required to inform us before the courier is booked.
- 3.5 You must ensure that the appropriate details, such as your reference number and the words "Clifton Cameras – CCPX [Reference Number]", are displayed clearly on the package and a copy of the initial quotation printed and enclosed. Any failure to do so may result in delays or errors when processing your items.
- 3.6 Our Courier Service allows products to be insured up to the value we have placed on them, which is outlined item-by-item, in the initial quotation or up to £50,000, whichever is smaller. No other valuations will be accepted other than that of Clifton Cameras Ltd for these insurance purposes. Strictly only items included within the initial quotation associated

with the transaction will be covered by this insurance. Any additional items included by you for Cash Purchase, Part Exchange, or Commission Sale*(see 4.9), which have not been stated within the initial quotation will be sent at your own risk and will not be covered by the insurance.

- 3.7 Please ensure all products are fully and carefully packaged for reasonable impact and movement during transit. Failure to package items in a suitable manner will not be covered by the insurance and/or claim for damage with our Courier Service, should such damage occur during transit. Clifton Cameras Ltd will not be responsible for any damage incurred during transit as a direct result of insufficient packaging.
- 3.8 All claims are to be raised in writing to Clifton Cameras Ltd. To make a claim for lost or damaged parcels, please contact Clifton Cameras directly at sales@cliftoncameras.co.uk
- 3.9 Clifton Cameras Ltd reserves the right to reject a parcel at the point of delivery if there is not a valid label attached.
- 3.10 You shall not require us or our courier to carry or convey anything if such carriage or conveyance would be unlawful. We and our courier will not carry any items that are not previously agreed in writing for sale, part exchange or commission sale*(see 4.9) by Clifton Cameras. Should you nevertheless deliver products that we do not accept for carriage, you shall be liable for any loss or damage caused by, or connection with, the products, however arising and shall indemnify Clifton Cameras Ltd against all penalties, claims, damages, costs, and expenses whatsoever arising in connection therewith. The goods may be destroyed or otherwise dealt with at the sole discretion of Clifton Cameras Ltd, our courier or by any third party whose custody the products may be held in any such time.
- 3.11 Clifton Cameras Ltd reserves the right to refuse any parcels, which, are neither the property nor sent on behalf of you.
- 4.0 **Conditions of Carriage Continued.**
- Clifton Cameras Ltd shall only be responsible for any loss or damage to a parcel, or for

non-delivery or mis-delivery, if it is proved that the loss, damage, non-delivery, or mis-delivery was not due to the negligence or fault of you.

- 4.1 Clifton Cameras Ltd can under no circumstances whatsoever accept any responsibility for any delay to parcels whilst in transit.
- 4.2 In the event of a parcel becoming lost or damaged during transit, Clifton Cameras Ltd will not exceed the quoted value of the relevant goods contained therein or the value of compensation cover selected at the point of purchase, whichever is less. Clifton Cameras Ltd are unable to assess the cost for loss or damage of any parcel and in any case, shall any liability to Clifton Cameras Ltd, however arising and, notwithstanding any lack of explanation, exceed the quoted value of the relevant goods. If the goods in the parcel have any extra intrinsic value to the Customer or the Customer would suffer consequential losses in the event of its loss or damage to the product(s) therein, then the Customer is advised to insure against such risks and potential losses, since Clifton Cameras Ltd will not be held liable in any such circumstance.
- 4.3 Clifton Cameras Ltd shall not be liable for loss or damage to any part of any parcel (whether comprising of one or more packages in the parcel), or for the loss or non-delivery of the whole of any parcel, or for the damage, delay or detention or any part thereof, however caused, unless we are advised thereof in writing, of the fact of the loss or damage or mis-delivery (as the case may be) within 10 days from the date that you had your parcel(s) accepted by the courier.
- 4.4 Clifton Cameras Ltd shall not be liable for loss or damage to any part of any parcel (whether comprising one or more packages in the parcel), or for the loss or non-delivery of the whole of any parcel, or for damage, delay or detention or any part thereof however caused, if the parcel is not correctly labelled.
- 4.5 Packages are only insured by Clifton Cameras Ltd if due process is followed at the point of collection, such that the package(s) can be tracked through the courier system as "collected". If the package(s) cannot be tracked into the courier network and there is no

authorised proof of collection, Clifton Cameras Ltd cannot be held liable for any items or losses.

- 4.6 Clifton Cameras Ltd cannot be held liable if courier tracking shows that nothing was collected from the address and no authorised proof of collection can be provided for the package(s).
- 4.7 If a package is delayed in transit or does not arrive within the standard timeframe then Clifton Cameras Ltd will launch an investigation with the courier, which can take up to 14 working days. No payment will be made until the conclusion of any investigation, followed by an internal investigation by Clifton Cameras Ltd. The maximum term for a complete investigation into a non-delivered or damaged package is 90 days. All decisions taken as a result of any investigation are final.
- 4.8 All claims are subject to the approval of our Insurer and may, at their sole discretion, call for further documentation from you to aid in the assessment and/or completion of the claim. Failure to provide such documentation may result in the claim being delayed or rejected.
- 4.9 Due to insurance restrictions, unfortunately, we are unable to insure any item(s) collected by our courier and is intended to be sold as part a commission sale. We are happy to offer a collection service, however, the liability of loss and/or damage will be passed to you and will not be covered by our insurance policy. Therefore, we would recommend that you send commission sale item(s) to us using a postal service and a insurance policy that will adequately cover the value of the contents of your parcel.