

These terms and conditions of sale govern the online sale of refurbished second-hand goods by SCC Trade to you. Please read these conditions carefully before placing an order with SCC Trade. By placing an order with SCC Trade you signify your agreement to be bound by these terms and conditions of sale.

## 1. About Us

- 1.1 **Company details.** Specialist Computer Centres PLC trading as “SCC Trade” (company number 01428210) is a company registered in England and Wales. Our registered office and main trading address is at James House Warwick Road Birmingham B11 2LE (“we”/“us”/“our”). Our VAT number is 313651680. We operate this website <https://www.scctrade.scc.com/> (“Website”).
- 1.2 **Where to find information about us and our refurbished goods.** You can find everything you need to know about us, SCC Trade, and our second-hand refurbished goods on this Website before you order.
- 1.3 **Contact details:** You can find our contact details on the [Contact Us](#) section of this Website.

## 2. Our contract with you

- 2.1 **Our contract.** These terms and conditions (“Terms”) apply to any order placed on this Website by you for the purchase of second-hand refurbished goods from us (“Contract”).
- 2.2 **Entire agreement (business customers only).** If you are a business, the Contract is the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty that is not set out in the Contract. No other terms are implied by trade, custom, practice or course of dealing.
- 2.3 **URL for these Terms:** These Terms are available on this Website at [SCC Trade Terms and Conditions](#).
- 2.4 **Your copy.** You should print a copy of these Terms or save them to your computer for future reference.
- 2.5 **Language.** These Terms and the Contract are made only in the English language.
- 2.6 **Are you a business customer or a consumer?** We do not give business customers all the same rights as consumers. For example, business customers cannot cancel their orders, they have different rights where there is a problem with the Refurbished Goods and we do not compensate them in the same way for losses caused by us or our Refurbished Goods. Where a section of these Terms applies just to businesses or just to consumers, this is clearly stated in these Terms. You are a business customer if you are buying Refurbished Goods wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual. You are a consumer if: (i) you are an individual; and (ii) you are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

## 3. Placing an order and its acceptance

- 3.1 **Placing your order.** Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the refurbished goods specified in your order (“Refurbished Goods”) based on these Terms.
- 3.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check your order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.
- 3.3 **Acknowledging receipt of your order.** After you place your order, you will receive an email from us acknowledging that we have received it, but please note this does not mean that we have accepted your order. Our acceptance of your order will take place as described in section 3.4.
- 3.4 **Acceptance of your order.** We only accept orders when we have checked them. We will confirm our acceptance to you by sending you an email that confirms that the Refurbished Goods have been dispatched (“Dispatch Confirmation”). The Contract between you and us will only be formed when we send you such Dispatch Confirmation.
- 3.5 **Sometimes we reject orders.** Sometimes we reject orders if we are unable to supply you with the Refurbished Goods for any reason. For example, if the ordered Refurbished Goods are unexpectedly out of stock or were mispriced by us. When this happens, we will let you know by email as soon as possible. If you have already paid for the Refurbished Goods, we will refund you the full amount paid for such Refurbished Goods by the method you used for payment within 14 days from our email notification. We will not charge a fee for the refund.
- 3.6 **Incorrect or incomplete information.** You are responsible for providing us with the information requested by us as part of your order and ensuring that such information is correct (e.g. correct delivery address). If you do not give us the information we have asked for, or if you have given us incorrect information, in each case, which results in us having to arrange a redelivery of the Refurbished Goods through no fault of our own, we will charge you a redelivery cost of £10 plus value added tax at the prevailing rate for such redelivery. You are responsible for keeping your account details for this Website up to date. You are also responsible for keeping your Paypal account details up to date.

## 4. Our Refurbished Goods

- 4.1 **Not the manufacturer.** We are not the manufacturer of the Refurbished Goods sold on this Website.
- 4.2 **We can withdraw products from this Website.** We can stop providing any Refurbished Goods on this Website at any time. In which case, we will refund any amounts you have paid in advance for any Refurbished Goods which we have stopped providing in accordance with section 3.5 above.

- 4.3 **Illustrative purposes only.** Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflects the colour of the Refurbished Goods. The colour of your Refurbished Goods may vary slightly from those images. The packaging of your Refurbished Goods may vary from that shown on images on this Website.
- 4.4 **Stock availability.** We list stock availability information (including quantities available) for Refurbished Goods sold by us on this Website. Beyond what we say on this Website, we cannot be more specific about availability. As we process your order, we will inform you by e-mail as soon as possible if any ordered Refurbished Goods turn out to be unavailable and you will not be charged for them. If you have already paid for unavailable Refurbished Goods, we will refund you in accordance with section 3.5 above.
- 4.5 **Grades.** Refurbished Goods may have some signs of wear or cosmetic defects. For this reason, we give every product a grade. Such grade provides a more accurate description regarding its condition. You can find further information about our grades on our grade guide on this Website at [Grade Guide](#).
- 4.6 **Not for resale (business customer only).** If you are a business customer, we only supply the Refurbished Goods for internal use by your business, and you agree not to use such Refurbished Goods for any resale purposes.

## 5. Delivery, risk and transfer of ownership

- 5.1 **Delivery.** You can see our available delivery options, delivery costs and estimated delivery timeframes before you checkout. Your Dispatch Confirmation and subsequent courier tracking information will include an estimated delivery date/timescales based on your selected delivery option. Occasionally our delivery to you may be affected by an Event Outside Our Control. See section 14 of these Terms for our responsibilities when this happens.
- 5.2 **When delivery takes place.** Delivery is complete once the Refurbished Goods have been unloaded by our delivery courier at the address for delivery set out in your order and the Refurbished Goods will be at your risk from that time.
- 5.3 **If you fail to take delivery.** If you fail to take delivery within 5 days after the day on which we notified you that the Refurbished Goods were ready for delivery, we may resell part of, or all the Refurbished Goods and refund you the full amount paid for such Refurbished Goods by the method you used for payment within 14 days from such resale. We do not charge a fee for the refund.
- 5.4 **Ownership.** You will own the Refurbished Goods once we have received payment in full for them (including all applicable delivery charges).
- 5.5 **No international deliveries.** Unfortunately, we do not deliver to addresses outside the United Kingdom ("UK"). You may place an order for Refurbished Goods from outside the UK, but this order must be for delivery to an address in the UK.

## 6. Price

- 6.1 The prices of the Refurbished Goods (in UK pounds) will be as quoted on our Website at the time you submit your order. We take all reasonable care to ensure that the prices of such Refurbished Goods are correct at the time when the relevant information was entered onto the system. It is always possible that, despite such efforts, some of the Refurbished Goods on our Website may be incorrectly priced. If we discover an error in the price of the Refurbished Goods you have ordered we will contact you to inform you of this error and we will give you the option of continuing to purchase the Refurbished Goods at the correct price or cancelling your order. We will not process your order until we have your instructions about this. If we are unable to contact you using the contact details you provided during the order process, we will treat your order as cancelled and notify you in writing. If we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Refurbished Goods and refund you any sums you have paid by the method you used for payment within 14 days from our cancellation. We do not charge a fee for the refund.
- 6.2 Prices for our Refurbished Goods may change from time to time, but changes will not affect any order you have already placed.
- 6.3 The price of Refurbished Goods:
- 6.3.1 includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being; and
- 6.3.2 does not include delivery charges. Our delivery charges are as advised to you during the check-out process before you confirm your order.

## 7. Payment

- 7.1 **When do you pay.** You must pay us for the Refurbished Goods and all applicable delivery charges in advance before we dispatch them. We will not charge your Paypal account until we dispatch your Refurbished Goods.
- 7.2 **Payment methods.** You can only pay for Refurbished Goods using Paypal. We do not process or store any payment card data. If the issuer of your PayPal account refuses to or does not, for any reason, authorise payment to us we will not be liable to you for any delay or non-delivery of the Refurbished Goods.
- 7.3 **No set-off.** If you are a business customer, you must pay all amounts due to us under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 8. Your rights and remedies if you are a business customer (business customers only)

If you are a business:

- 8.1 We do not give you any right to change your mind.
- 8.2 You will inspect the Refurbished Goods within five business days of delivery.
- 8.3 Our warranties and warranty periods for Refurbished Goods are specified in our [Grade Guide](#) for the relevant Refurbished Goods. We warrant that on delivery, the relevant Refurbished Goods will match to their grading description stated on this Website at the point of sale for any warranty period specified in such grading description ("**the Business Customer Warranty**").

- 8.4 We will not be liable for a Refurbished Good's failure to comply with its applicable Business Customer Warranty if:
- 8.4.1 you make any further use of such Refurbished Goods after telling us of the non-conformance;
  - 8.4.2 the defect arises because you failed to follow any oral or written instructions given by us to you about the storage, installation, commissioning, use or maintenance of the Refurbished Goods or (if there are none) good trade practice;
  - 8.4.3 you alter or repair such Refurbished Goods without our written consent; or
  - 8.4.4 the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 8.5 Unless an exception in section 8.4 above applies, if:
- 8.5.1 you give us notice (in writing) during any applicable warranty period that the such Refurbished Goods do not comply with the relevant Business Customer Warranty for such Refurbished Goods; and
  - 8.5.2 we are given a reasonable opportunity of examining such such Refurbished Goods,
- we shall, at our own cost, arrange to collect the Refurbished Goods from you (via our chosen courier) within a reasonable time. When we have received the Refurbished Goods back, we will provide you with an equivalent replacement within a reasonable time at our own cost. However, if we are unable to provide you with an equivalent replacement, we will notify you by email and refund the full amount paid for such Refurbished Goods by the method you used for payment within 14 days of such notification. We do not charge a fee for such refund. This will be your only remedy for any breach of the Business Customer Warranty for such Refurbished Goods. These Terms will apply to any replacement Refurbished Goods supplied by us under this section 8.
- 8.6 To the extent permitted by applicable law, any other condition, warranty or term concerning the such Refurbished Goods which might otherwise be implied into or incorporated within the Contract whether by statute, common law or otherwise, is expressly excluded.
- 8.7 You must: (a) ensure that any data (including personal data) is deleted from your Refurbished Goods before we collect them; and (b) log out of any account that is connected to your Refurbished Goods. For help with returns, [Contact Us](#).

## 9. Your rights and remedies if you are a consumer (consumers only)

### Your right to change your mind/cancel:

- 9.1 **The right.** If you are a consumer, you have a legal right to change your mind about your purchase (cancel the Contract) without giving any reason from the moment you place your order up to 14 days from the day you receive your Refurbished Goods and receive a refund of what you paid for them (including the delivery costs). This is subject to some conditions, as set out below in sections 9.1 to 9.5.
- 9.2 **Exceptions.** You cannot change your mind if one of the exceptions under applicable consumer law applies to the Refurbished Goods, for example: (a) products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them; (b) goods that are made to your specifications or are clearly personalised; and (c) goods which become mixed inseparably with other items after their deliver.
- 9.3 **The deadline for changing your mind and how to let us know.** If you change your mind about your Refurbished Goods you must let us know (in writing) by sending your cancellation request via email to [trade@scc.com](mailto:trade@scc.com) no later than 14 days after the day we deliver such Refurbished Goods. If the Refurbished Goods are split into several deliveries over different days, the 14 days period runs from the day after the last delivery.
- 9.4 **You have to return the Refurbished Goods at your own cost.** If the Refurbished Goods have been delivered to you before you decide to change your mind then you have to return the Refurbished Goods to us without undue delay and in any event within 14 days of your telling us you have changed your mind. Returns under this section 9.4 are at your own cost and risk. We advise you to ensure the Refurbished Goods are adequately insured during their return journey. We will not refund your shipping cost for such return. You must send the Refurbished Goods back to us by using an established and reputable delivery service (for example, Royal Mail or DPD). You must keep a receipt or other evidence from such delivery service that proves you have sent it and when you sent it. If you do not do this and we do not receive the Refurbished Goods at all or within a reasonable time, we will not refund you under section 9.5 below. You must also package your Refurbished Goods with care so that they are not damaged during transport.
- 9.5 **When and how we refund you.** If you tell us you have changed your mind about Refurbished Goods that have not been delivered, we will refund you as soon as possible and within 14 days of receiving your cancellation request. If Refurbished Goods have been delivered and you are sending your Refurbished Goods back to us, we will refund you the full amount paid for such returned Refurbished Goods by the method you used for payment within 14 days of receiving them. We do not charge a fee for such refund. We may withhold the refund until we have received the Refurbished Goods. We only refund standard delivery costs. We do not refund any extra you have paid for a next day delivery. We will reduce your refund if you have used or damaged the Refurbished Goods. For example, we will reduce your refund if the returned Refurbished Goods are not in the same condition as their condition upon dispatch or if any accessories are missing. In some cases, because of the way you have treated the Refurbished Goods, no refund may be due. For help with returns, [Contact Us](#).

### Your rights if there is something wrong with your Refurbished Goods:

- 9.6 We honour our legal duty to provide you with second-hand goods that are as described to you on this Website and that meet all the requirements imposed by applicable law. Your legal rights as a consumer are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk). Remember too that you have several options for resolving disputes with us in section 15 below.

#### **Summary of your key legal rights:**

For second-hand goods, the Consumer Rights Act 2015 says goods must be:

- as described
- fit for purpose; and
- of satisfactory quality (but with regards to the Refurbished Goods sold on the Website to the reasonable person's expectation as to quality considering the second-hand and refurbished nature of the Refurbished Goods, but they should still work, unless the lack of functionality has been made clear to you in our [Grade Guide](#) or

should have been discovered. Please refer to the grading of the Refurbished Goods and our [Grade Guide](#) before you purchase such Refurbished Goods, however, nothing in our [Grade Guide](#) will affect your statutory rights.

We are required to tell you about any faults or problems with the Refurbished Goods in our [Grade Guide](#), but please remember to factor in realistic wear and tear. If you have any questions about our [Grade Guide](#), please , [Contact Us](#).

During the expected lifespan of your Refurbished Goods your legal rights entitle you to the following:

- Up to 30 days from delivery: if your Refurbished Goods are faulty, then you can reject them and get a refund as soon as the fault is confirmed
- Up to six months from delivery: if your Refurbished Goods cannot be repaired or replaced, then you are entitled to a full refund, in most cases
- Up to six years: if your Refurbished Goods do not last a reasonable length of time you may be entitled to some money back.

- 9.7 **How to let us know.** If you think there is something wrong with your Refurbished Goods, you must contact us by email to [trade@scc.com](mailto:trade@scc.com).
- 9.8 **When and how.** If you are entitled to the remedies specified in section 9.6 above, we will arrange a collection of the affected Refurbished Goods at our own cost within a reasonable time. You must: (a) ensure that any data (including personal data) is deleted from your Refurbished Goods before we collect them; and (b) log out of any account that is connected to such Refurbished Goods before we collect them. For any Refurbished Goods that we are collecting under this section 9.8, we will refund you the full amount paid for such Refurbished Goods by the method you used for payment within 14 days of receiving them from the courier who collected them. We do not charge a fee for such refund.
- 9.9 **Goodwill guarantee.** We **do not** give our own goodwill guarantee/warranty in addition to your legal rights above.
- 10. We can end our contract with you**
- 10.1 In addition to our other rights, we can end or suspend our Contract with you immediately by giving you notice (in writing) if:
- 10.1.1 you do not make any payment to us when it is due;
- 10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that we need to deliver the Refurbished Goods;
- 10.1.3 you do not, within a reasonable time, allow us to deliver the Refurbished Goods to you. In which case, section 5.3 will apply;
- 10.1.4 you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 30 days of you being notified in writing to do so; or
- 10.1.5 (if you are a business only) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business or if you take any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business.
- 10.2 Termination of the Contract will not affect: (a) any provision which expressly or by implication is intended to survive termination; or (b) your or our rights and remedies that have accrued as at termination.
- 11. OUR LIABILITY TO YOU: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS SECTION**
- 11.1 We do not compensate you for all losses caused by us or our Refurbished Goods. References to liability in this section 11 include every kind of liability arising under or in connection with the Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.2 Nothing in the Contract limits or excludes our liability for:
- 11.2.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 11.2.2 fraud or fraudulent misrepresentation;
- 11.2.3 (if you are a business) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- 11.2.4 (if you are a consumer) defective products under the Consumer Protection Act 1987; or
- 11.2.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 11.3 Subject to section 11.2:
- 11.3.1 we are responsible for any losses you suffer caused by us breaking the Contract unless the loss is:
- (a) unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable);
- (b) caused by a delaying Event Outside Our Control (as defined in section 14.1 below). As long as we have taken the steps set out in such section we are not responsible for delays outside our reasonable control;
- (c) avoidable. Something you could have avoided by taking reasonable action. For example, by correctly following the installation instructions or having the minimum system requirements advised by us;
- (d) (for consumers only) a business loss. If you are a consumer we only supply the Refurbished Goods to you for domestic and private use. If you use the Refurbished Goods for any commercial, business or resale purpose, our liability to you will be limited as set out in this section 11.3;

- 11.3.2 we will not be liable to you for: (a) any loss of profits, revenue, business, contracts, anticipated savings or data (whether direct or indirect); or (b) any indirect, special or consequential loss; and
- 11.3.3 our total liability to you for all losses will not exceed 100% of the price paid for the Refurbished Goods to which the claim relates.

## 12. How we use your personal data

How we use any personal data you give us is set out in our privacy notice on this Website. Please see our [Privacy Statement](#). We are acting as an independent data controller, not your data processor.

## 13. Confidentiality (business customers only)

- 13.1 If you are a business, a party (the “**Receiving Party**”) will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to it by the other party (the “**Disclosing Party**”), its employees, group companies, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products and services which the Receiving Party may obtain. The Receiving Party will only disclose such confidential information to those of its employees, group companies, subcontractors and professional advisers who need to know it for the purpose of carrying out the Receiving Party's obligations under the Contract, and will ensure that such permitted recipients comply with the obligations set out in this section as though they were a party to the Contract. The Receiving Party may also disclose such of the Disclosing Party's confidential information as is required to be disclosed by applicable law, any governmental or regulatory authority or by a court of competent jurisdiction. This section will survive termination of the Contract.

## 14. Events outside our control

- 14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (“**Event Outside Our Control**”).
- 14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
  - 14.2.1 we will contact you as soon as reasonably possible to notify you; and
  - 14.2.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Refurbished Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.
- 14.3 If you are a consumer and delay caused by the Event Outside Our Control is likely to be substantial, you can contact us using the details in section 1.3 to end the Contract. If you have already paid for the affected Refurbished Goods, we will refund you the full amount paid for such Refurbished Goods by the method you used for payment within 14 days from our email notification. We do not charge a fee for such refund.

## 15. Options for resolving disputes with us

- 15.1 If you have any complaints about our Refurbished Goods, please [Contact Us](#). We will do our best to resolve any problems you have with us or our Refurbished Goods.
- 15.2 If you are a consumer:
  - 15.2.1 you can resolve a dispute with us without going to court. Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to the Centre for Effective Dispute Resolution through their website at <https://www.cedr.com/>. If you are not satisfied with the outcome you can still go to court; or
  - 15.2.2 you can go to court. These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.
- 15.3 If you are a business, these Terms are governed by English law and you irrevocably agree to submit all disputes arising out of or in connection with our Contract with you to the exclusive jurisdiction of the English courts.

## 16. Other important terms that apply to our Contract

- 16.1 You can only transfer your Contract with us to someone else if we agree to this.
- 16.2 We reserve the right to make changes to this Website, including these Terms at any time. You will be subject to the Terms in force at the time that you order the Refurbished Goods from us, unless any change to these Terms is required to be made by law or government authority (in which case it may apply to orders previously placed by you).
- 16.3 Nobody else has any rights under the Contract. The Contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 16.4 If you are a business, nothing in the Contract is intended to, or will be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 16.5 If a court invalidates some of the Contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 16.6 Even if a party delays in enforcing the Contract, it can still enforce it later.