

The following Agreement outlines the terms and conditions of Vintage genie service and is made between you, as a user of Vintage Genie, and us, as a service provider. By using our website and our services you accept the terms outlined below.

Who we are

This website is a trading style of Vintage Genie, and a trading name of 4 Counties trading Ltd, a company registered in England and Wales under company number 15354090 whose registered office is at suite 80 ,186 st Albans road , Watford WD244AS

Who you are

As a user of this website, you are an individual and a Customer of Vintage Genie
Definitions

In this agreement, (the "Agreement"), we have defined particular words and phrases in the following ways:

"Appraise", "Appraisal", "Valuation". This is the activity undertaken by Vintage Genie to assess the goods which you send us. We independently make an estimation of the likely market value of your item, factoring in the condition, and make a no-obligation Offer to you based on our appraisal.

"Agreement", "Contract". This is a legally binding agreement between you and Vintage Genie which stipulates that we have purchased your Items for the agreed price in the Offer that we have communicated with you.

"Force Majeure event". Any circumstances which occur that are not within our reasonable control. This includes, without any limitation: acts of God, drought, flood, earthquake and other natural disasters, epidemic or pandemic, terrorism, civil war, civil commotion or riots, war including the threat or preparation of war, armed conflict, sanctions/embargoes, disruption to diplomatic relations, nuclear, chemical or biological contamination, or any law or action taken by a government or public authority. This also includes without limitation export/import restrictions, quotas or prohibitions, failing to grant licenses or consent, the collapse of buildings, fires, explosions and accidents, any labour of trade disputes, strikes, industrial accidents and lockouts.

"FreePostage Pack" means the pack that is posted to you containing pre-paid postage labels, with the means to enable you to send your items to us following a request on our Website.or Free phone.

"Item", "Items", "Goods", "Valuables". Any group of items, or single item, which you choose to send to us in order to sell in accordance with this Agreement.

"Offer". The amount we are willing to pay for your Items.

“Parcel”. An individual package of Items that you have posted to us to sell.

“Reject”. The ability for you to decline an offer that we make for your Items after an Appraisal, or our ability to refuse to Appraise your Items.

“Services”. The service that is provided by Vintage Genie as described on our Website.

“User”. You, as an individual, making use of our Website.

“Website” refers to the URL www.VintageGenie.co.uk and includes any other Websites, web services or mobile applications in which you may Sell your items to us.

1. The Terms and Conditions

2. These terms and conditions which form this Agreement may vary from time to time, and you will be required to check the terms of this Agreement each time you use our Services.
3. This Agreement governs the relationship between Vintage Genie and our Customers who act as private individuals.
4. By making use of our Services, you agree that:

1. You are the legal owner of all the Items that you send to us, or you have the permissions of the legal owner;

2. You are legally able to enter binding contracts under UK law;

3. You are at least 18 years of age and based in the UK.
4. Vintage Genie discover that any Item or Items sent to us has been reported as lost or stolen, or we suspect an Item sent to us is counterfeit or obtained through unlawful means, we will notify you and quarantine the Item or Items whilst the relevant authorities are contacted.
5. Only one Vintage Genie account is permitted per person and we reserve the right to terminate an account at any time without notice, which includes the right to withdraw all outstanding offers to purchase Items received from that Customer.

2. Items We Buy

3. We will appraise Items that are advertised on our Website, which includes a range of gold, antiques, collectables and vintage items.
4. Where your Item is not advertised as accepted on our Website, we ask that you contact us before posting your Item to us.
5. We recommend sending a Parcel which contains a minimum of 3 items from multiple different categories in order to ensure your Appraisal and Offer is worthwhile. Unless you intend to sell items of high value in which case we recommend that you contact us in advance so that we may adjust insurance levels

6. We reserve the right to Reject any Parcel at our sole discretion and return it to you, including in instances where your Items do not meet our advertised accepted items.
7. Where we suspect abuse of our Service, for instance where repetitive (2 or more) Parcels which do not contain accepted items are sent to us, we reserve the right to charge you £15 per box to return your Items. Should you choose not to pay this fee within 28 days, we will be permitted to dispose of your Items in any way we see fit.
8. We cannot accept Items which are restricted based on size or delicacy, such as pieces of Furniture, or China and Glasswear, if you are using our postal service. Where delicate or fragile Items are sent via our postal service we cannot be held liable for any missing or damaged Item in transit and the insurance of the Parcel will be invalidated. You may bring such Items to our roadshow or in-store to sell instead.

3. Methods of Selling

4. Postal service:

1. When you order a Free Postage Pack, you will be provided with pre-paid postage labels. You must affix this to your parcel with a sticker displaying your personal details to send for free from any Post Office branch. The pre-paid postage label has a tracking number below the bar code which you should photograph – note, the tracking number is not unique to you until the point that it enters our building. However, you should ask for a receipt at the Post Office and retain it as proof of postage.

2. You can also choose to book a home collection by contacting us. When your collection is booked, a driver will come to collect your parcel. Your driver will not be an employee of Vintage Genie. The driver will bring the pre-paid postage label with them and affix it to your parcel on your behalf, so you should not complete this step yourself. We will have your tracking number available, but you can ask the driver to supply it to you too. It is your responsibility to ensure that the driver puts a postage label onto your parcel in your presence.

3. When posting your items, the weight must not exceed 30kg and the size of the Parcel must not exceed the maximum size of 3 meters in length and girth.

4. Vintage Genie can accept no responsibility for Items which are damaged in transit as a result of poor packaging, or if your Items are sent in contravention to our instruction.

5. Each parcel is automatically insured up to £650, and if you require greater insurance please contact us before sending your items.

4. Appraisals

5. After we have received your parcel, we aim to Appraise it within 1 working days, but do allow for a period of grace up to 10 working days for exceptionally busy periods.
6. You will be contacted with an outcome to your appraisal via email, SMS or telephone.
7. If we decide to make you an offer, the offer is valid for 28 days. If we are unable to reach you during that 28 day period, your Items will be deemed as abandoned, and we will dispose of them in any way we see fit. You will not be entitled to any payment or compensation.
8. If at any time during the 28 day period you accept your Offer, we will take immediate ownership over the goods and a payment will be made to you.
9. You remain liable for any loss or damage to your Items up until such a time that you accept your offer, at which point this liability is transferred to us.
10. If you are not happy with your offer, you can decline, and your items will be returned to you. You remain liable for any loss or damage to the items, including whilst they are posted to you.
11. After accepting an offer, there is no cooling off period for you to change your mind due to the fast-paced nature of our business. Goods are immediately sorted and grouped, so locating your belongings becomes very difficult to do. Your decision to accept is final.
12. We may choose to reject any Item for any reason and have no obligation to inform you as to why. You will be notified that we have rejected your items. The items will be sent back to you at your registered address. We may choose to only reject part of your parcel in which case the rejected items will be sent back to you at our expense. In the event that your items are returned to us after a missed delivery, the items will be held for 28 days, and then deemed as abandoned.

5. Cancellation Rights

6. You have the right to cancel any Contact that you make with us without giving reason within 14 days from the day the Contract is formed. This is your Cancellation Period. The Cancellation Period ends immediately at the point we begin providing Services to you.
7. Your right to cancel any Contact for the sale of your Items ends immediately at the point you confirm your acceptance of our Offer.
8. If you decide to send your items and wish for us to not Appraise them, your items will be Rejected and returned to you.
9. If you choose to Cancel after we have received acceptance of your Offer, we will make every possible effort to retrieve your items and return them to you, but in the vast majority of cases this is not possible due to the fast nature of our business.

6. Restrictions

7. Please do not send us any items which would be illegal for you to post or sell. This includes counterfeit or stolen items, firearms, offensive weapons, or hazardous chemicals.

8. By breaching the above clause, you may be committing a legal offence. We have an obligation not to accept carriage for Dangerous Goods as defined in the Packaging and Labelling of Dangerous Substances Regulations 1984, the Classification, packaging and Labelling Regulations 1983, the Radioactive Material Regulations 1996, and the Carriage of Explosives by Road Regulations 1996. If we suspect you are in breach of these laws, you will be reported to the relevant authorities without notice.
9. In the event that you send Dangerous or Unlawful Goods to us, we will dispose of such items in any way that we see fit without making any payment to you. This may include reporting your items to the Police.
10. Any evidence that Items received are stolen will result in us contacting the Police.
11. You agree to pay Vintage Genie for loss or damage as a result of breaching this clause, including but not limited to any cost we may incur as a result of the breach, including the cost of any breach of our Statutory Obligations as a result of receiving an unlawful item from you.
12. You agree we shall have no liability for any loss or damage you may suffer, including from criminal prosecution to which you become subject.
13. You must not send items to us for any other reason than to receive an Appraisal.

7. Payments

8. Payments to Customers will be made via bank transfer or by cheque. The choice of payment will be determined by you at the point of accepting an Offer.
9. If you sell at a roadshow or in-person, you may have the option of receiving cash at our discretion.
10. When you accept an offer, a payment will be made to you within 48 hours of you accepting your offer – but usually much faster than this. This includes the dispatching of a cheque to you.
11. Vintage Genie holds no responsibility for any delay for cheques failing to arrive from the point they leave our facility, or payments being delayed from the point we have requested a payment with our third party payment providers. We are not responsible for any delays in the clearing processes for funds.
12. If you receive an incorrect payment which does not match the Offer that had been accepted, you must notify us and agree to repay any overstated balances.

8. Liability and Insurance

9. Claims for missing or damaged Items must be submitted within 28 days of the Parcel being posted, whether it is you or us sending the Parcel.
10. You are required to provide a valid postage receipt from the approved postage partner.
11. If you are unable to provide a valid postage receipt for the Parcel you will not be able to make a claim.

12. You may only use our approved postage partner to be able to make any claim.
13. To the extent that we are liable to you for breach of Contract, negligence or any other liability arising under this Agreement, we shall only be responsible for loss or damage you suffer that is a direct and foreseeable result of our breach under the Contract up to the limit specified below. Loss or damage is foreseeable if it is an obvious consequence of our breach at the time we entered the Contract with you.
14. Our total liability to you shall be limited to the value of your Offer that the Contract was made for, and in any event, our aggregate liability to you for all claims arising under this Agreement shall at times be capped at the value of your offer.
15. We are not responsible for any indirect or consequential loss or damage, unforeseeable loss or damage, loss of damage to Items caused by any third party, loss of profit, loss of income, loss of savings or anticipated savings, loss of the use of money.
16. Nothing in this Agreement shall limit our liability for: death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.
17. You also have legal rights as a consumer in relation to the provision of our Services, and nothing in this Agreement will affect these rights.
18. In the event of an insurance claim, proof of the actual loss must be provided to enable Royal Mail/Parcel Force/DPD and 4Counties trading Ltd to determine the value of the contents of a packet. Such evidence might be original receipts, bank or credit card statements, details of age, PayPal record, invoices, manufacturing costs, auctioneers valuation, and repair costs in the case of damage claims. The age, condition and market value of the item will be used in calculating any payment in the result of a successful claim. This list is not exhaustive and is for illustrative purposes only.
19. Proof of postage, proof of item value, proof of purchase of item and a photo of the item in the packaging will be required.
20. 4Counties trading Ltd provide insurance for the item value up to the maximum amount of £750 on a successful claim.
21. In the event of a claim against Royal Mail, Royal Mail are fully liable up to £750 upon proof of claim.
22. In the event of a claim against Parcel Force, Parcel Force will be liable up to an amount of £250, and upon proof of claim, the remaining amount up to £750 insurance, will be covered by 4Counties trading Ltd
23. In the event of a claim against DPD, DPD will be liable up to an amount of £250 and upon proof of claim, the remaining amount up to £750 insurance, will be covered by 4Counties trading Ltd
24. Please note we must allow Parcel Force and Royal Mail 150 days to investigate and conclude the claim. We cannot pay any insurance claims out until this has been done.

9. Other

10. All notices given to you by us must be addressed to info@vintagegenie@gmail.com
11. You may not transfer this Agreement without first obtaining our written consent.
12. We may transfer this Agreement, or any of our rights and obligations arising under it, at any time and without notice.
13. We will not be liable or responsible for any failure to perform, or delay performance of, any of our obligations under the terms of this Agreement, of the terms of a Contract, that is caused by a Force Majeure Event.
14. Our performance of this Agreement, or any relevant Contract, will be suspended while a Force Majeure Event occurs and/or renders the performance of our obligations impossible, and we will have an extension of time to perform our obligations under the Agreement or Contract for that period. If the Force Majeure Event continues for more than a month, we or you may terminate this Agreement or an affected Contract by giving 7 days notice in writing.
15. 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. A waiver of a right under this Agreement will not be a waiver of any subsequent default. 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.
16. If any term of this Agreement or any provision of it is determined by any competent authority to be inapplicable, such term, condition or provision will be deleted, and the remaining terms, conditions and provisions will continue to be valid.
17. We reserve the right to revise this Agreement from time to time to reflect changes to the way we do business, changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. You will be subject to the Agreement in force at the time that you place an order with us. Where we change or revise this Agreement, we will notify you by e-mail using the e-mail address supplied by you using the website's functionality.
18. A person who is not a party to this Agreement shall have no rights in relation to this Agreement under the Contracts (Rights of Third Parties) Act 1999.
19. This Agreement shall be governed by the laws of England and Wales, and the parties agree that any claim arising out of it or its subject matter shall be subject to the exclusive jurisdiction of the courts of England and Wales.