

# Repair & Services Terms

## Tech Medic (Surrey) Ltd

Company Number: 13986598

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# **Customer Summary - Important Information**

This summary is provided for convenience only. Full terms and conditions apply and are set out in the Agreement below.

Before submitting your device or booking a service, please note:

**Data responsibility:** You are responsible for backing up your data before any repair, diagnostic or service. We are not liable for data loss, even where reasonable care is taken.

**Diagnostics & fees:** A diagnostic fee applies whether or not you proceed with a repair. Diagnostics include up to 30 minutes of active labour. Additional diagnostic time is chargeable at our usual charge.

**Estimates:** Prices and timescales provided before full diagnosis are estimates only. Final costs may change if additional faults, labour or parts are identified.

**Approval required:** We will not carry out additional chargeable work without your approval.

**Uncollected devices:** Devices not collected within 30 days may incur storage charges. Devices uncollected after 90 days may be sold or disposed of in accordance with the law to recover unpaid charges.

**Warranties:** Repairs may affect manufacturer or extended warranties. It is your responsibility to check this with the manufacturer or warranty provider before authorising work.

**Payment:** Devices will not be released until all outstanding charges are paid in full. Prices may vary depending on payment method and will be clearly disclosed.

**Remote & on-site services:** Resolution cannot always be guaranteed, particularly where third-party systems, internet connectivity, or pre-existing faults are involved.

**Right to cancel (distance contracts):** If you book remotely, you may have a 14-day right to cancel unless you ask us to begin work immediately. Once diagnostics or repairs start, cancellation rights may be reduced or lost.

**Complaints:** If you have a concern, please contact us first so we can try to resolve it promptly and fairly.

By proceeding with our services, you confirm that you have read, understood and accepted the full terms set out below

## **1. Introduction**

This Agreement is made between **Tech Medic Surrey Ltd** (“the Company”) and the individual acting wholly or mainly for personal, domestic or household purposes (“the Customer”).

By submitting a device, requesting a service, approving a quotation, or delivering a device to the Company, including collection by the Company, the Customer confirms that they have read, understood and agreed to the terms set out in this Agreement.

The Customer confirms that they are at least 18 years of age and has the legal capacity to enter into this Agreement.

Where the Customer is acting on behalf of another individual, including a child, the Customer confirms that they have full authority to authorise the services and accept liability for payment.

This Agreement applies to all repairs, diagnostics, servicing, data-related work, call-outs, collections, technical assessments and any other services carried out by the Company.

## **2. Scope of Work**

### **2.1**

This Agreement applies to all services, repairs, upgrades, data recovery, software services, on-site visits, call-outs, collections, device assessments and any other technical services carried out by **Tech Medic Surrey Ltd** (“the Company”) on behalf of the Customer.

### **2.2**

By submitting a device, requesting a collection, or booking any service with the Company, whether verbally, online, by message, by telephone, or in person, the Customer authorises the Company to inspect, diagnose and perform the agreed services on the device or devices provided.

### **2.3**

Any descriptions of faults, repair timescales, prices or outcomes provided before full written diagnosis are estimates only. Final findings may differ once diagnostic testing has been completed.

### **2.4**

The Company will perform all work using reasonable care, skill and industry-standard practices. However, due to the nature of electronic devices - especially those already

damaged, not powering on, liquid damaged, intermittently faulty, or previously repaired by third parties - the Company cannot guarantee that additional faults will not be identified during diagnosis or repair.

## **2.5**

If additional issues, parts, or labour requirements are identified, the Customer will be notified and no additional chargeable work will be carried out without Customer approval.

## **2.6**

Where a device is inspected and found to be beyond economic repair or not repairable due to damage, corrosion, missing components or manufacturer security restrictions, the Company's responsibility is limited to providing the diagnostic findings only.

## **2.7**

If the Customer chooses not to proceed with a repair following diagnosis, the Customer agrees that diagnostic or labour charges still apply, particularly where substantial work has been undertaken to reach a conclusive diagnosis.

## **2.8**

Some devices may require high-risk diagnostic or repair procedures, including but not limited to liquid-damage treatment, board-level diagnostics, fractured glass separation, swollen battery removal, or repairs where the frame or chassis is distorted. The Customer acknowledges that these procedures carry an increased risk of damage or non-recovery and agrees that the Company shall not be liable for any additional faults, damage or data issues arising as a direct result of such pre-existing conditions.

## **2.9**

All timeframes given for part orders or repairs are estimates only and are subject to supplier availability. The Company is not liable for delays caused by third-party suppliers, couriers, customs, or stock shortages.

## **2.10**

Where extensive disassembly has been required to diagnose a fault, and the Customer declines the repair, the Company is not obliged to reassemble the device unless additional labour costs are agreed. Reassembly may be chargeable. The device may be returned in a partially disassembled state where reassembly would require unreasonable additional labour.

## **2.11**

The Company is not responsible for faults, damage or defects that were present before the device was submitted, including intermittent issues that cannot be replicated at the time of inspection.

#### **2.12**

The Customer confirms they are the legal owner of the device or have full permission from the owner to request diagnosis or repair services.

#### **2.13**

Devices that contain active security locks, such as Apple ID, Google FRP, BIOS passwords, BitLocker encryption, or any manufacturer security mechanism, may not be repairable without the Customer removing or providing the relevant credentials. The Company cannot proceed with diagnosis or repair until these locks are removed or the required access is provided.

#### **2.14**

Devices may show signs of normal wear and tear consistent with their age and use. The Company is not responsible for minor cosmetic changes that do not affect functionality and are unavoidable during repair.

#### **2.15**

Any turnaround times or completion estimates provided are indicative only and do not form a binding contractual commitment. Delays may occur due to part availability, part condition, device condition, testing requirements, or factors outside the Company's control.

### **3. Customer Responsibilities**

#### **3.1**

The Customer is responsible for ensuring that all important data on the device or devices is backed up prior to submission. The Company strongly recommends that the Customer makes and retains an independent backup. The Company accepts no liability for loss, corruption or unauthorised access to data whether occurring before, during or after the provision of services.

#### **3.2**

The Customer must provide accurate, complete and truthful information regarding the device, symptoms, account credentials, passwords where necessary, previous faults, previous repairs, existing damage, and any relevant software or hardware modifications.

The Customer agrees to provide the Company with any credentials reasonably required to diagnose, test or repair the device. The Customer is responsible for ensuring any passwords or security protections are disabled if requested for repair. If not disabled, additional labour charges may apply to unlock or bypass them, where lawful and possible.

### **3.3**

The Customer warrants that the device and its contents do not contain material that infringes copyright, constitutes illegal content, or is otherwise unlawful. The Company reserves the right to refuse to work on devices containing illegal content or software and may report any suspected criminal activity to the relevant authorities.

### **3.4**

The Customer should remove any non-device personal property, including cases, SIM cards, SD cards, external storage, removable accessories, peripherals, or valuables, prior to submission. The Company accepts no liability for loss or damage to items left within or attached to the device that are not required for testing or repair.

### **3.5**

If the Customer supplies parts or software for installation, the Customer warrants they have lawful title and that the parts or software are suitable for use. The Company accepts no liability for defects, incompatibility, reduced performance, or warranty issues arising from third-party supplied parts or software.

### **3.6**

The Customer will pay any required deposit before parts are ordered or work commences. Any deposit is non-refundable once parts have been ordered or work that justifies the deposit has been undertaken, except where the Company expressly agrees otherwise.

The Customer must pay the outstanding balance and any additional charges, including parts, labour, carriage, diagnostic fees, third-party repair fees, or storage, in full before the device is released. Unpaid invoices may result in withholding the device and/or disposal in accordance with Clause 3.16.

### **3.7**

By submitting a device, the Customer authorises the Company and any third-party repairer to perform the diagnostics and repairs described in the estimate or quotation and to take such actions as reasonably necessary to complete the repair, including removing panels, replacing components, running diagnostics, reflashing firmware, or engaging specialist subcontractors, subject to prior approval for additional chargeable work.

### **3.8**

If a device requires off-site repair, board-level work, or specialist services, the Customer consents to the Company sending the device and/or parts to a third-party repairer. The Company will use reasonable skill in choosing third parties but is not liable for the acts or omissions of a third-party repairer beyond what is recoverable from that third party.

### **3.9**

The Customer accepts that a diagnostic charge may apply. Where diagnostic work is substantial, for example where the Company has performed extensive dismantling, testing or time-consuming analysis, a higher diagnostic or labour fee may apply if the Customer elects not to proceed with the repair. The Company's diagnostic charge is always retained in cases where the device is forwarded to a third party for specialised repair.

### **3.10**

If collection or delivery is provided, the Customer is responsible for confirming whether the Company's transport includes insurance and the level of cover. The Company's liability for loss or damage in transit is limited to the extent of any insurance actually held. If the Customer arranges their own courier, the Company accepts no liability for loss or damage during transit.

### **3.11**

The Customer acknowledges the device's condition at drop-off or collection. Any pre-existing damage, modifications, or missing parts should be declared. Where the Customer fails to declare known issues that materially affect repair scope, additional charges may apply and/or warranty may be affected.

### **3.12**

The Customer accepts that certain repair tasks carry a risk of cosmetic or electronic damage, including but not limited to scratches, pressure marks, discolouration, or panel cracking. The Customer authorises the Company to photograph the device and any damage for diagnostic, insurance, warranty or record-keeping purposes.

### **3.13**

Where the Company accesses personal data to perform diagnostics or repairs, the Company will take reasonable technical and organisational measures to protect that data during its possession. The Customer remains responsible for the legal basis for processing any personal data stored on the device and for ensuring that the Company is authorised to access such data. The Company will only access the minimum data necessary to perform the repair.

### **3.14**

For data recovery services, the Customer must notify the Company if the device contains particularly sensitive or regulated data, such as health records or financial records. The Company will not be liable for any inability to recover data, or for data corruption, and the Customer accepts the risk that attempts at recovery may further compromise data or damage the storage device.

The Company recommends, and will seek to take, a forensic-level approach only with Customer consent and may refuse such work where it deems the requested action likely to cause greater digital or physical damage.

### **3.15**

Where the Customer supplies any parts, components, accessories or consumables for use in a repair or service:

- a) No warranty, guarantee or assurance of any kind is provided by the Company in relation to customer-supplied parts, their compatibility, quality, performance, reliability or longevity.
- b) The Company accepts no liability for faults, failures, instability, further damage, or device malfunction arising directly or indirectly from customer-supplied parts, whether during installation or after the device has been returned to the Customer.
- c) The Customer expressly acknowledges that damage may occur during installation as a result of defective, incompatible, poor-quality or incorrectly specified customer-supplied parts, and agrees that any such damage will not be repaired or rectified free of charge by the Company.
- d) The Customer must inspect the device in full at the time of collection.
- e) Once the device has been collected or returned, no claims will be accepted in respect of damage, faults or issues allegedly arising from the installation of customer-supplied parts, regardless of when such issues are discovered, except where prohibited by law. This does not affect the Customer's statutory rights where the Company has failed to exercise reasonable care and skill.

### **3.16**

Devices not collected within 30 days of notification of completion will be subject to a storage charge of £1 per day (or part thereof), accruing from day 31. Storage charges will be reflected on the final invoice and must be paid in full before the device is released.

Where a device remains uncollected for 90 days or more, the Company reserves the right, in accordance with the Torts (Interference with Goods) Act 1977, to sell or

otherwise dispose of the device in order to recover outstanding charges, including but not limited to diagnostics, labour, parts, storage fees and reasonable costs of sale.

The Company will make reasonable efforts to contact the Customer prior to any sale or disposal, using the contact details provided. Written notice may be by email or SMS.

The Company accepts no responsibility for any data contained on devices that are uncollected, sold, or disposed of under this clause. Customers are strongly advised to ensure data is backed up prior to submission.

Any surplus funds remaining after deduction of all outstanding charges and costs shall be held on trust for the Customer. The Company will make reasonable efforts to return any such surplus. Where surplus funds remain unclaimed after six months, the Company reserves the right, acting reasonably and in good faith, to donate the surplus to a registered charity or otherwise deal with it in a lawful manner consistent with its obligations under the Torts (Interference with Goods) Act 1977.

### **3.17**

If the Customer transfers ownership of the device while it is in the Company's possession, the new owner must provide proof of title before collection. The Company may withhold release until outstanding invoices are settled and identity or ownership has been confirmed.

### **3.18**

The Customer must provide valid photo ID and proof of address where requested. The Company may also require proof of ownership.

### **3.19**

The Customer is responsible for ensuring the device does not contravene any laws, including import or export restrictions. The Company may refuse service where providing the service would cause the Company to be in breach of law or regulation.

### **3.20**

The Customer agrees to accept reasonable communication by email, SMS, phone call or WhatsApp from the Company about booking, diagnostics, quotes, or collection. The Company's estimates expire automatically after 7 days unless otherwise agreed.

### **3.21**

If the Company attends the Customer's premises, or arranges collection, and the Customer is not available at the agreed time or the appointment is cancelled with less than 24 hours' notice, a fee of £72 may be charged as this is our minimum on site fee.

## **4. Data, Privacy & Data Loss Liability**

### **4.1**

The Customer acknowledges that devices submitted for repair, diagnosis or service may contain personal, business or sensitive data, including but not limited to documents, photos, emails, passwords and software configurations.

### **4.2**

The Customer is solely responsible for ensuring that all data on the device is fully backed up prior to submitting the device to the Company. The Company does not provide automatic data backup unless expressly agreed in writing.

### **4.3**

The Company accepts no liability for the loss, corruption or compromise of data arising from, but not limited to:

- hardware failure;
- power faults or electrical shorts;
- liquid damage;
- component failure;
- software faults;
- firmware updates;
- security features or encryption;
- devices that fail during or after repair.

### **4.4**

The Customer expressly understands and agrees that electronic devices may fail completely during diagnosis or repair, including scenarios where storage devices become permanently inaccessible or destroyed, even where reasonable care has been exercised.

### **4.5**

To the fullest extent permitted by UK law, the Company shall not be liable for any direct, indirect, incidental or consequential loss of data, business interruption, loss of profits,

loss of opportunity, or any related losses arising from data loss under any circumstances.

#### **4.6**

Where data recovery services are requested, the Company does not guarantee the recovery of any specific data, files or quantities of data, and no refund shall be due based on the outcome.

#### **4.7**

The Customer confirms that they have the legal right to access, authorise repair of, and request data recovery on the device and its contents.

#### **4.8**

The Company will handle customer data in accordance with applicable UK data protection legislation, including the UK GDPR and Data Protection Act 2018, but accepts no responsibility for pre-existing data breaches, malware, or unauthorised access present on the device prior to receipt.

#### **4.9**

The Company uses reputable third-party systems and service providers acting as data processors to operate its business, including but not limited to accounting, payment processing, communications, booking, and data storage platforms such as, WordPress, Microsoft, Google, Keeper, RepairDesk, PaymentSense, Meta, Zoho.

While the Company takes reasonable care in selecting and using such providers, the Company does not control the security, infrastructure or internal operations of these third-party systems. To the fullest extent permitted by UK law, the Company shall not be held liable for any data loss, data breach, service outage, unauthorised access, or security incident that occurs within a third-party system, unless such incident arises directly from the Company's own negligence or failure to comply with applicable data protection law.

The Company acts as a data processor or data controller only to the extent required to perform the requested services. Customers acknowledge that the use of third-party platforms carries inherent risk and that no system can be guaranteed to be completely secure. Nothing in this clause excludes or limits the Company's obligations under applicable data protection legislation.

### **5. Call-Out, On-Site & Remote Services**

#### **5.1**

Where the Company provides on-site services, call-outs, collections, deliveries, or remote support, including but not limited to network troubleshooting, system configuration, software support, or general IT assistance, the Customer agrees to provide safe, timely and reasonable access to the premises, equipment and systems required to perform the service.

## **5.2**

The Customer is responsible for ensuring that the working environment is safe and compliant with applicable health and safety requirements. The Company reserves the right to refuse or suspend on-site work if, in its reasonable opinion, the environment presents a risk to staff, property or equipment.

## **5.3**

If the Company attends the Customer's premises and is unable to carry out the agreed service due to:

- a) lack of access;
- b) unavailable equipment or credentials;
- c) undisclosed faults or restrictions;
- d) third-party interference; or
- e) circumstances beyond the Company's reasonable control,

the Company reserves the right to charge for the visit, time spent, and any associated costs incurred.

## **5.4**

Time spent on on-site or remote services includes, where applicable, travel time, investigation, diagnostics, configuration, testing, documentation and reasonable waiting time.

## **5.5**

Where remote support is provided, the Customer acknowledges that successful resolution may depend on factors outside the Company's control, including internet connectivity, third-party services, system condition, software licensing, or hardware limitations. The Company does not guarantee resolution via remote access.

## **5.6**

The Company shall not be liable for pre-existing faults, undocumented system configurations, unsupported software, outdated hardware, or third-party systems encountered during on-site or remote services.

## **5.7**

Where on-site or remote services involve interaction with business-critical systems, the Customer remains responsible for ensuring appropriate backups, redundancy and contingency plans are in place prior to commencement of work.

## **5.8**

The Company is committed to resolving concerns fairly and promptly. If the Customer has a complaint regarding the services provided, it must be raised in writing by email to **office@mytechmedic.co.uk** within 14 days of the issue arising or, where applicable, within 14 days of device collection or service completion.

The Customer should provide sufficient detail to allow the Company to investigate the complaint properly, including the device, service reference and nature of the concern.

The Company will acknowledge complaints within 5 working days and aim to provide a substantive response within 14 working days, although complex matters may take longer.

The Customer agrees to engage in good faith with the Company's complaints process and allow the Company a reasonable opportunity to investigate and resolve the issue before initiating chargebacks, third-party disputes, or legal proceedings.

The Company is not currently a member of an Alternative Dispute Resolution (ADR) scheme. Customers may seek independent advice or pursue remedies through the courts where appropriate. Nothing in this clause limits the Customer's statutory rights.

## **5.9**

Where a contract is formed remotely, including online, by email, telephone, message, or where collection is arranged without face-to-face agreement, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 apply.

The Customer has a statutory right to cancel the contract within 14 days from the date the contract is entered into, unless the Customer has expressly requested the Company to begin work within the cancellation period.

By submitting a device, approving a quotation, arranging collection, or instructing the Company to proceed with diagnostics or repairs before the end of the 14-day cancellation period, the Customer:

- a) expressly requests that the Company begins work immediately;
- b) acknowledges that once diagnostic or repair work has commenced, the right to cancel may be lost or reduced; and
- c) agrees that diagnostic fees and any work carried out up to the point of cancellation remain payable.

Where diagnostic or repair work has been fully completed within the cancellation period at the Customer's request, the Customer acknowledges that the right to cancel is lost entirely.

This clause does not affect the Customer's statutory rights in respect of faulty workmanship or services not performed with reasonable care and skill.

## **6. Pricing, Diagnostics & Payment**

### **6.1**

All prices quoted by the Company are provided in good faith based on the information available at the time. Unless expressly stated otherwise in writing, prices are estimates only and may change following full diagnosis or where additional faults, labour, parts, or third-party costs are identified.

All prices are inclusive of labour, parts and applicable VAT unless expressly stated otherwise.

### **6.2**

An initial diagnostic fee applies to assess faults, determine repair viability, identify required parts, or establish labour requirements. The initial standard diagnostic fee includes up to 30 minutes of active diagnostic labour.

Typical diagnostic fees include, but are not limited to:

- Phones, tablets, consoles and laptops: £36
- Desktops, PCs and any liquid damage: £48

### **6.3**

Where diagnostic work exceeds the initial 30 minutes included within the initial diagnostic fee, any additional diagnostic labour will be chargeable at the Company's standard labour rate of £72 per hour. The Customer will be informed where reasonably practicable before further chargeable diagnostic work is undertaken.

### **6.4**

Diagnostic fees are payable regardless of whether:

- a) the Customer proceeds with the recommended repair;
- b) the device is deemed uneconomical or non-repairable;
- c) the device requires advanced, specialist, off-site, or third-party repair beyond the Company's in-house capabilities.

### **6.5**

In some cases, the diagnostic fee may be deducted from the final repair invoice where the Customer proceeds with the repair. However, where diagnostic work is time-intensive, complex, or involves substantial labour, the Company reserves the right to retain the diagnostic fee even if the Customer declines the repair.

Where a device is referred to a third-party specialist, the Company's diagnostic fee is not deducted from any third-party charges.

## **6.6**

Where the Customer fails to respond to a quotation, request for approval, or reasonable communication relating to a repair or service for a period of 14 days or more, the Company may treat the service as cancelled.

In such circumstances, the Company reserves the right to retain or charge any applicable diagnostic or labour fees incurred up to that point in accordance with this Agreement. Any device remaining in the Company's possession following cancellation shall be subject to the uncollected devices provisions set out in Clause 3.16.

## **6.7**

The Company may require a deposit or full prepayment before:

- ordering parts;
- commencing repairs;
- undertaking services involving non-recoverable labour; or
- incurring third-party costs.

Deposits are non-refundable once parts have been ordered or work has commenced, unless otherwise agreed in writing.

## **6.8**

All invoices are payable immediately upon completion of the agreed work unless otherwise stated in writing.

Devices will not be released, returned, delivered, shipped, or made available for collection until all outstanding balances have been paid in full. This includes, but is not limited to, diagnostic fees, labour, parts, storage charges, third-party costs, and reasonable expenses incurred by the Company.

The Company reserves the right to exercise a lawful lien over devices until payment is received in full.

## **6.9**

The Company may offer multiple payment methods, including card payments, online payment platforms and third-party finance or instalment services.

Prices may vary depending on the payment method selected, reflecting differences in processing or financing costs. Any such price differences will be clearly disclosed to the Customer before the Customer agrees to proceed.

## **6.10**

Where payment is overdue or disputed without reasonable grounds, the Company reserves the right to:

- suspend or cancel work;
- withhold the device;
- apply storage charges; and/or
- pursue recovery of outstanding sums.

Unpaid devices may become subject to sale or disposal in accordance with Clause 3.16 and the Torts (Interference with Goods) Act 1977.

## **7. Parts, Warranty & Customer-Supplied Components**

### **7.1**

Where parts are supplied by the Company, any warranty provided applies only to the specific part supplied and the labour directly associated with its installation, unless otherwise stated in writing.

Warranty does not cover:

- accidental damage;
- liquid damage;
- electrical surges;
- software issues;
- user-induced faults;
- subsequent failures unrelated to the original repair.

Warranty periods vary by part type and will be communicated to the Customer at the time of booking or invoicing and will show on your receipt / invoice. Where not otherwise stated, the warranty period is 30 days

### **7.2**

Where parts are supplied by the Customer, no warranty of any kind is provided by the Company on:

- the supplied part;
- the installation of the supplied part;
- any failure, instability, incompatibility, or damage arising from the supplied part.

The Customer expressly acknowledges that customer-supplied parts may be defective, incompatible, of unsuitable quality, or incorrectly specified.

Any damage caused to the device during or after installation that is attributable to the supplied part shall not be the responsibility of the Company and will not be repaired free of charge.

### **7.3**

The Customer accepts that installation of customer-supplied parts is carried out entirely at the Customer's risk, even where reasonable care and skill is exercised.

The Company shall not be liable for:

- device failure;
- component damage;
- cosmetic damage;
- data loss;

arising directly or indirectly from customer-supplied components.

### **7.4**

The Customer must inspect the device at the point of collection or delivery and confirm satisfaction with the condition and functionality of the device.

Once the device has been collected, delivered, or signed for, the repair shall be deemed accepted, subject to the Customer's statutory rights. The Company shall not accept claims for cosmetic issues, functional issues, or alleged damage reported afterwards except where required by law.

### **7.5**

Any issues reported after collection will be assessed as a new and separate issue, unless proven to be directly caused by the Company's workmanship under a valid Company-supplied part warranty.

### **7.6**

The Customer acknowledges that:

- non-original or refurbished parts may trigger system warnings or notifications;
- certain manufacturers restrict or limit functionality after repair;
- software updates may impact repaired components.

Such behaviour does not constitute a fault or defect under warranty.

## **7.7**

The Customer acknowledges that repairs, diagnostics, or modifications carried out by a third-party repair provider, including the Company, may void, invalidate, or otherwise affect any existing manufacturer's warranty, extended warranty, insurance policy, or service agreement applicable to the device.

The Company accepts no responsibility or liability for any loss, limitation, or refusal of manufacturer, retailer, insurer, or extended warranty coverage resulting from authorised diagnostics or repair work carried out at the Customer's request.

The Company does not provide advice or assurance as to whether any diagnostic or repair work will affect a manufacturer's or third-party warranty. It is the Customer's sole responsibility to check warranty terms and conditions with the manufacturer, retailer, or warranty provider before authorising any work.

## **7.8**

Nothing in this Agreement excludes or limits the Customer's statutory rights under the Consumer Rights Act 2015. However, the Company's liability is strictly limited to the repair work and parts supplied, and does not extend to unrelated failures or pre-existing conditions.

## **8. Limitation of Liability**

### **8.1**

Nothing in this Agreement shall exclude or limit the Company's liability where it would be unlawful to do so, including but not limited to liability for death or personal injury caused by the Company's negligence, fraud, or fraudulent misrepresentation.

### **8.2**

Subject to Clause 8.1, the Company shall not be liable for any indirect, incidental, special or consequential loss or damage, including but not limited to loss of data, loss of profits, loss of business, loss of goodwill, loss of anticipated savings, loss of

opportunity, or business interruption, whether arising in contract, tort, negligence, or otherwise.

### **8.3**

The Company's total aggregate liability to the Customer in respect of any claim arising out of or in connection with the services provided, whether in contract, tort, breach of statutory duty, or otherwise, shall be limited to the lesser of:

- a) the total amount paid by the Customer for the specific service giving rise to the claim;
- or
- b) the reasonable cost of re-performing the relevant service.

### **8.4**

The Company shall not be liable for:

- a) faults or failures arising from pre-existing conditions, undisclosed damage, liquid ingress, corrosion, physical impact, electrical faults, or manufacturer defects;
- b) faults caused by software updates, firmware changes, security features, or manufacturer-imposed restrictions applied before or after repair;
- c) incompatibility between repaired components and future software or operating system updates.

### **8.5**

Where the Customer is acting in the course of business, trade, profession or occupation, the Company's liability shall be further governed by, and subject to, the terms and limitations set out in the Company's Business Services Agreement, where applicable, which shall take precedence over this Agreement in the event of any inconsistency.

In such cases, the Company shall not be liable for any loss of revenue, loss of contracts, loss of clients, loss of data, loss of profits, or operational downtime, whether direct or indirect, even if the Company has been advised of the possibility of such losses.

For the avoidance of doubt, this clause does not apply to Customers acting wholly or mainly for personal, domestic or household purposes.

### **8.6**

The Customer acknowledges that electronic repairs inherently involve risk, and that even where reasonable care and skill is exercised, outcomes cannot be guaranteed. The Customer accepts this risk as part of engaging the Company's services.

### **8.7**

The Company shall not be responsible for delays or failure to perform its obligations where such delay or failure results from events beyond its reasonable control, including but not limited to acts of God, fire, flood, power failure, supply chain disruption, courier delays, industrial action, cyber incidents affecting third-party systems, or failure of suppliers or subcontractors.

## **8.8**

Where the Customer supplies incorrect, incomplete or misleading information, or fails to follow the Company's advice or instructions, the Company shall not be liable for any resulting loss, damage or failure of the repair.

## **9. Refusal of Service & Termination**

### **9.1**

The Company reserves the right, at its reasonable discretion, to refuse to undertake, suspend, or terminate any repair or service at any stage where:

- a) the Company reasonably believes that continuing the work would pose an unacceptable risk to the device, data, safety of staff, or property;
- b) the Customer provides false, misleading, incomplete, or withheld information material to the repair;
- c) the device is found to contain illegal content, unlawful software, or evidence of criminal activity;
- d) the Customer behaves abusively, threateningly, or unreasonably towards Company staff;
- e) required payments, deposits, or approvals are not provided within a reasonable time;
- f) the Company determines that the repair is uneconomical, impractical, or outside its technical capability.

### **9.2**

Where a service is refused, suspended, or terminated under this clause:

- a) the Customer remains liable for all work performed, diagnostics undertaken, parts ordered, third-party costs incurred, and reasonable expenses up to the point of termination;
- b) any diagnostic or labour fees already charged shall remain payable and non-refundable;
- c) the device will not be released until all outstanding charges have been settled in full.

### **9.3**

The Company shall not be liable for any loss, delay, inconvenience, or additional cost suffered by the Customer as a result of a lawful refusal or termination of service under this clause.

#### **9.4**

Termination of service shall not affect any accrued rights, obligations, or liabilities of either party, including but not limited to payment obligations, limitation of liability, data liability, or uncollected device provisions, which shall continue to apply after termination.

### **10. Governing Law, Jurisdiction & General Provisions**

#### **10.1**

This Agreement and any dispute or claim arising out of or in connection with it, including non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales.

#### **10.2**

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, subject to any mandatory consumer rights under applicable law.

#### **10.3**

If any provision or part-provision of this Agreement is found to be invalid, illegal, or unenforceable by a court or competent authority, that provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the remaining provisions.

#### **10.4**

This Agreement constitutes the entire agreement between the Company and the Customer relating to the services provided and supersedes any prior agreements, representations, or understandings, whether written or oral, relating to the same subject matter.

#### **10.5**

No failure or delay by the Company to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy.

#### **10.6**

The Customer may not assign, transfer or subcontract any of their rights or obligations under this Agreement without the prior written consent of the Company. The Company may assign or transfer its rights and obligations under this Agreement where reasonably necessary for business purposes.

#### **10.7**

The Company reserves the right to amend or update this Agreement from time to time. Any changes will not affect services already booked or work already approved. The version in force at the time the service is booked, the device is submitted, or the work is approved shall apply.

#### **10.8**

By submitting a device, requesting services, approving a quotation, or instructing the Company to proceed with work, the Customer confirms acceptance of this Agreement in full.

#### **10.9**

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999.

#### **10.10**

The Company is committed to providing services fairly and without discrimination in accordance with the Equality Act 2010.

# **Revision History**

Version 1.0 - Initial Agreement - Effective 30/04/2026