

Repairs policy

We're sorry there's so much information here but we are required to document our terms and conditions of repair. If you do have a query regarding our repairs service, please call our customer service team on 0871 522 3400 where someone will be happy to assist with any query you may have.

All orders for our equipment repair service ("Service") from a customer ("you") accepted by e2save (a trading division of The Carphone Warehouse Limited) ("we/us") are subject exclusively and strictly to the following conditions and no alterations proposed by you shall be binding unless we approve them in writing. For the avoidance of doubt nothing in this Agreement shall affect the terms of any agreement you may have with us in connection with the purchase of the equipment or your statutory rights.

1. Service

- 1.1 The Service is offered in respect of all equipment for which we are accredited by the relevant manufacturer to conduct repairs. Occasionally we may have to refer the equipment to the relevant manufacturer or its nominated repair partner for specialist repair.
- 1.2 We shall provide the Service as described and in accordance with our current repair leaflets (available in store) from time to time.
- 1.3 We reserve the right to refuse to provide the Service if the equipment has (without limitation) been subject to dismantling, repairs or modifications not authorised by the manufacturer or the serial or IMEI number has been defaced or removed.
- 1.4 We shall not be required to provide (or continue to provide) the Service in situations where we discover that your equipment is, in our reasonable opinion, beyond economical repair (for example, without limitation, in situations where it has been damaged by abuse or your wilful neglect or where it has been exposed to water or other liquid).
- 1.5 Any estimated times quoted by us to conduct the Service shall be for guidance only and time shall not be of the essence with regard to the completion, or the carrying out, of the Service.

2 Price of service / delivery of equipment to us

- 2.1 The price of the Service shall be our quoted price (which we can change in the case of an error) or, where no price has been quoted (or a quoted price is no longer valid), the price we inform you prior to commencing the Service.
- 2.2 If we are required to collect and/or deliver the equipment to you, there may be an additional charge which you will incur.
- 2.3 If you send the equipment to us, you are responsible for ensuring that it arrives safely. We will not be responsible for any loss or damage suffered to the equipment in transit to us. We therefore recommend that you send the equipment by recorded delivery and adequately packaged to avoid damage to it. If you send the equipment to us you must also include full written details of the problem with the equipment.

3 Terms of payment and collection

- 3.1 Subject to any special terms agreed in writing between you and us, we shall be entitled to invoice you and you shall pay the price for the Service either (at our sole discretion) prior to us commencing the Service or on collection of your equipment.

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- 3.2 If you fail to make any payment on the due date then, without prejudice to any other right or remedy we may have, we will be able to:
- 3.2.1 cancel this Agreement between you and us; and/or,
 - 3.2.2 charge you interest (before and after any judgment) on the amount unpaid, at the rate of 2% per calendar month, until payment is made in full (a part of the month being treated as a full month for the purpose of calculating interest); and/or,
 - 3.2.3 Exercise a first and general right of lien over all equipment owned by you lawfully in our possession pursuant to the provision of the Services in respect of all monies outstanding at any time from you to us.
- 3.3 If you do not collect your repaired equipment within 60 days of us notifying you that it is ready for collection, we reserve the right to dispose of it in any manner we see fit.

4 Standby phones

- 4.1 If you have an appropriate and valid insurance package supplied by e2save (or by a company within our group of companies) and the terms of your insurance package include the provision of a standby phone whilst your mobile phone is being repaired by us, we will (subject to clause 4.3 below and the terms of your insurance policy, which may (without limitation) include payment of a refundable deposit) lend you a mobile phone until your mobile phone is returned. You may be given the choice of different types of standby phones that may be loaned to you (subject to availability) at the sole discretion of e2save, the choice of which may vary the deposit required.
- 4.2 If you are not entitled to a standby phone in accordance with clause 4.1 above, then subject to clause 4.3 below and upon payment of a refundable deposit (the amount of which will vary according to the type of standby phone loaned to you and whether your mobile phone was supplied by e2save (or by a company within our group of companies) or otherwise), we shall lend you a mobile phone (where practicable and subject to availability). The type of standby phone that may be lent to you is at the sole discretion of e2save.
- 4.3 If we lend you a standby mobile phone in accordance with clauses 4.1 or 4.2 above, any deposit paid by you will be returned to you if the standby mobile phone is brought back in the same condition as it was given to you. The deposit required and level of charges (including but not limited to the use of the standby phone) will be in accordance with our current published rates for this standby phone service from time to time. Such standby phone may be of a different make and / or model as your equipment and may not include the same features, functions and data capability as the equipment. We shall remain the owners of the standby phone whilst you are using it, and you agree to return it to us in good condition and working order at the time of collection of your repaired equipment, being in any event within 7 days of you being advised that your repaired equipment is available for collection. If you fail to return the standby phone in accordance with this clause 4.3, we shall be entitled to keep your deposit (if any) and at our option either charge you a fee for the value of the standby mobile phone (in respect of which you hereby authorize us to deduct a sum up to £200 through your direct debit arranged with us) or sell your equipment in order to recover our costs. You will be responsible and liable to us for any theft, loss, breakdown or damage to the standby phone from the time we provide it to you until you return it to us.

5 Liability

- 5.1 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

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- 5.2 Our liability in contract, tort, negligence, pre-contract or other representations or otherwise arising out of or in connection with the Service or the performance or observance of our obligations under this Agreement, and every applicable part of it shall be limited in aggregate to all sums paid by you to us in respect of the Service.
- 5.3 In any event, we shall not be liable to you under, or in connection with this Agreement in contract, tort, negligence, pre-contract or other representation (other than fraudulent or negligent representations) or otherwise for any loss of business, contracts, profits or anticipated savings or for any indirect or consequential economic loss whatsoever.
- 5.4 You accept that you are solely responsible for backing up any important data stored on the equipment prior to the commencement of the Service and you hereby acknowledge that any such data (including any ringtone, logo, phonebook contents, MMS, SMS, games and photographs) may be lost during the provision of the Service. We therefore accept no liability for damage, loss or erasure of any such data during the Service.
- 5.5 Each provision of this Clause 5 excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of these provisions is held inapplicable or unenforceable in any circumstances and shall remain in force notwithstanding the expiry or termination of our agreement.

6 Personal data

- 6.1 We respect your personal information and undertake to comply with applicable Data Protection legislation from time to time in place.
- 6.2 We confirm that any personal details which you provide to us (or which are available on public registers) from which we can identify you are held in accordance with our Data Protection Registration Notification. When we agree to provide the Service, we consider the information you provide as private. We use the information for the following purposes:
- 6.2.1 processing your account;
 - 6.2.2 for statistical purposes to improve the service we give to you;
 - 6.2.3 to administer the Service and our business;
 - 6.2.4 unless you have already objected during the registration process, to notify you of products or services that may be of interest to you; and
 - 6.2.5 unless you have already objected during the registration process, to be disclosed to other members within our group of companies and also to other relevant third parties, who may try to contact you about their products or services that may be of interest to you.
- 6.3 If you do not want us to notify you about products and services that may be of interest to you, or you do not wish us to transfer your data to group companies and third parties so that they can contact you about their products or services, and have not previously objected during the registration process, please write to us at: The Data Protection Office, The Carphone Warehouse, 1 Portal Way, London W3 6RS stating your full name, address, your e-mail address and your mobile number and notify us accordingly. Please note that this will not affect any marketing consent that you have already given to any of the companies referred to in clauses 6.2.4 or 6.2.5 in respect of other products and services.
- 6.4 Subject to your rights of objection set out above, and your right of objection in the registration process, you agree that you do not object to us, our group companies or third parties contacting you for any of the above purposes whether by fax, telephone, e-mail, SMS or in writing and you confirm that you do not and will not consider any of the above as being a breach of any of your rights under the Telecommunications (Data Protection & Privacy) Regulations 1999.

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- 6.5 In the event that your personal information is no longer used by us for the purposes outlined in paragraph 6.2 we will delete it except insofar as it is necessary to retain such information to comply with other relevant or applicable law.
- 6.6 You have the right to access your Personal Data at any time, although we may charge a small fee. We will correct any Personal Data which you inform us is, or becomes, inaccurate or incomplete.
- 6.7 You should be aware that if we are requested by the police or any regulatory government authority investigating suspected illegal activities to provide information and/or information concerning you, we shall do so. We also reserve the right to disclose individually identifiable information to third parties where a complaint arises concerning your dealings with us, and those dealings are deemed by us to be inconsistent with these terms.
- 6.8 We may disclose to third parties aggregated data on our customers, provided that a single individual is not identifiable in such data.

7 Warranty

- 7.1 We warrant that all repairs undertaken by us will be free of defects in materials and workmanship for a period of 90 days starting on the date of dispatch of the equipment to you after completion of the Service, such warranty to be void if any warranty seals placed on the equipment by us following the Service are broken or defaced. This warranty does not apply in relation to repairs to your equipment carried out under the manufacturer's warranty (in which case the manufacturer's terms and conditions as set out in the documentation supplied with your equipment at the time of its purchase will apply), nor does it apply to damage resulting from normal wear, accident, abnormal use, misuse, abuse, willful neglect or exposure to water or other liquid. Materials and workmanship covered by this warranty will be repaired at no charge if they are returned to us in accordance with these terms.

8 General

- 8.1 You will be solely responsible for the safekeeping of your SIM card and/or memory card during the provision of the Service.
- 8.2 You acknowledge that we may have to reset the manufacturer's factory/default settings for your equipment in order to carry out the Service. In the case of a mobile phone which has been unlocked for use on all networks this may result in the mobile phone being returned to a locked status. You hereby agree that you will be responsible for any fees payable to your network operator to subsequently unlock the mobile phone.
- 8.3 All notices must be in writing addressed to the relevant party at its registered office or place of business or (where not in business) at the address last notified.
- 8.4 This agreement shall be governed by the law of the relevant part of the United Kingdom and the English courts have exclusive jurisdiction.
- 8.5 Each of the Clauses of this Agreement shall be construed separately and independently of each other and the invalidity of any one part shall not affect the validity of any other part.