

1. Agreement for repair

- 1.1 The terms set out in these Conditions of Repair ("Agreement") shall apply to the service ("Service") we provide to repair your smartphone, tablet, computer and/or any accessories ("Device") on the service check-in form.
- 1.2 Reference to "us", "we" and "our" refer to iTechU and references to "you" and ""your" are references to you ("Customer), the person addressed on this form.

2. All repairs (unless otherwise stated)

- 2.1 This Agreement shall commence from the date you sign the service check-in form and shall continue until we have repaired or otherwise returned your Device, whichever is sooner, and received any payment due from you.
- 2.2 We shall make reasonable efforts to repair your Device subject to the availability of any parts required and/or the terms of any relevant guarantee or warranty. We shall perform the Service using extreme care and caution.
- 2.3 We offer both high-quality after-market and genuine refurbished digitizers.
- 2.4 Where specified we use genuine pulled parts from working devices. We run our tests using diagnostics, tools, and processes to make sure your device is repaired safely and reliably.
- 2.5 We perform a series of tests when booking a device in for repair. If the device is not testable during this stage, iTechU is not liable for any faults found therefore we shall require the passcode of your Device to test the Device before and after the Service. Should you prefer to keep this information private, we can still proceed with an appointment, but will not be able to perform a full functional check on the Device until you return to the store, which can delay the provision of the Service and additional fees may apply.
- 2.6 We request our customers to back their data up before bringing devices for repair as we are not liable for any possible loss of data through the repair.
- 2.7 Any time estimate for completion of the service, which may be given to you, is an estimate only and does not form any obligation under the terms of this Agreement. We will aim to return your Device as soon as reasonably possible, however, any Board Level (Level 3) repairs (i.e. repairs to the logic board of the Device) may take at least 5 working days to be completed.)
- 2.8 If we are unable to complete the Service for any reason, or the Service will incur further costs payable by you beyond that initially estimated by us, we will notify you immediately via telephone and/or email. If no fault is found on your Device or you do not accept our revised estimate, we will return your Device to you unrepaired with no further charge as we work on a no fix no fee basis.
- 2.9 In order to complete a diagnostic or repairs it may be necessary to disassemble the device, which may result in further damage to the device. iTechU take no liability for any further damage to the device, because of any existing damage. iTechU will not cover the cost of replacement parts in any circumstances including if the device is not repairable.
- 2.10 The cost of repair will be calculated where possible in accordance with our standard charges as published from time to time.



- 2.11 We shall notify you when the Device has been repaired and is available for collection from the service centre. If the device has not been collected by the 91st day from when we notify you that the repair is complete the device will be recycled.
- 2.12 We shall be entitled to keep your Device until all charges payable have been paid. We may also charge an additional fee for storage of your Device.
- 2.13 Use of our service may void your manufacturer's warranty. If you would like to avoid this, then please take your Device directly to the manufacturer. Please note, your manufacturer's warranty will not cover any accidental damage.
- 2.14 iTechU will install warranty seals following the repair. Any tampering of the seals will void the iTechU warranty. Images and Videos are taken of the device on every individual repair.
- 2.15 A 12 Month Warranty is issued with each repair at iTechU, which covers any functionality issues that relate to the part that has been replaced. It does not cover ANY accidental Damage which includes cracked glass, deep scratches and LCD or OLED damage.
- 2.16 The Warranty is linked to a specific device as identified by its unique IMEI or serial number and to a specific Customer as identified by the records on our system. It will cover the Customer for any reoccurrence of the original fault and for the part replaced / repaired only, however if additional faults arise, they will not be covered under the terms of this Warranty. Furthermore, the Warranty will not cover accidental damage, nor will the cover extend should the device change ownership.
- 2.17 All repairs carried out by iTechU will have warranty seals applied, whenever a device is returned for a warranty repair the integrity of these sealed are confirmed, if these sealed are found to be missing or tampered with iTechU reserves the right to void any warranty attached to the device.
- 2.18 Warranty repairs do not cover any additional travel, postage or courier costs incurred.
- 2.19 We do not accept responsibility for any progression in damage where your Device has been repaired elsewhere prior to your repair at iTechU or any issues found in your Device (i.e., 'Touch Disease', ripped flex) which were not evident upon initial inspection. Should any issues become evident, once the Device is opened, we will contact you via telephone/email.
- 2.2- We do not accept responsibility for any progression in damage for Devices that have been damaged by liquid. Opening the Device could set off further damage which in some cases may be very serious and irreparable.
- 2.21 We ask our customers to monitor their Device post liquid damage repair, as unknown issues can arise soon after treatment for liquid damage, which are beyond our control. Any Liquid Damage devices will be subject to a 3-month warranty.
- 2.22 Should your Device display any further issues relating to the liquid damage during the Warranty period, we will re-assess and re-quote for the work needed. We will also offer a full refund of all monies paid by you with respect to repairs carried out to your Device.
- 2.23 Following repair, we will ensure water resistance seals will be replaced.



- 2.24 Upon collection of the device, we ask our Customers to inspect the device before accepting it as repaired. Should any questions arise regarding the condition of your Device upon collection, please raise this with a member of the store team.
- 2.25 Only one promotional discount may be applied at any one time and subject to the discretion of the management. All valid discounts and promotions must be applied at point of sale.
- 2.26 Packaging for courier repairs will be provided on the return journey to customers but it is the customers responsibility to pack all devices securely before collection by the courier service provider.

3. Liability

- 3.1 Our entire liability in respect of any single cause of action arising out of or in connection with this Agreement (whether for breach of contract, tort, including negligence, statute or otherwise at all) shall be limited, to the extent that the cause of action related to our supply of the Services, at our exclusive option to:
- (a) supplying the Services again
- (b) payment of the cost of having the Services supplied again; or
- (c) repaying you any amount that you have paid in respect of the services in exchange for returning your device to the to a similar condition as it was received
- 3.2 If your Device is damaged beyond economical repair as a direct result of a service or repair undertaken by iTechU, you are entitled to a fully functional refurbished device of equal value to your Device, based on its model and condition as received and with the original repair issue resolved. To receive a replacement device, full payment must have been received for the repair service and the relevant damaged device must be surrendered to iTechU. Your original device will be kept by iTechU, and any replacement device may take up to 10 working days to be provided however all efforts will be made to provide a replacement sooner.
- 3.3 Any data or information that you may have stored on the Device shall remain your sole responsibility and we accept no liability for loss or corruption of such data however caused and we therefore highly recommend that you back up your Device onto an external drive prior to commissioning our Service. It is your responsibility to keep a record of any such data.
- 3.4 In the unlikely event that your Device is lost or stolen whilst in the possession of iTechU, we will notify you at the earliest opportunity and make arrangements to replace the device on a like-for-like basis within a reasonable period of time. Where, for reasons beyond our control, it is not possible to replace the Device with the same model or variant, we will offer an alternative or similar specification and condition.
- 3.5 Nothing in this clause 3 shall apply to limit or exclude our liability for: (a) death or personal injury resulting from our negligence; (b) breach
- of any terms implied by statute; (c) any claim arising under the Consumer Protection Act 1987; or (d) fraudulent misrepresentation.
- 3.6 In no circumstance shall we be liable to you for any indirect, special or consequential loss arising out of or in connection with this Agreement, including any loss of business, revenue, profits, anticipated saving, goodwill or any other indirect or consequential loss or damage of whatsoever nature howsoever arising. This includes but is not limited to any travel or transportation costs or loss or damage to accessories.
- 3.7 We shall not be liable for any claim arising under this Agreement unless you give us written notice of the claim within three months of becoming aware of the circumstances giving rise to the claim or, if earlier, three months from the time you ought reasonably to have become aware of such circumstances.
- 3.8 If you use our "Central Workshop repair service", be aware we will be working on the component level of your logic board therefore, we cannot guarantee a fix on the device. Due to the nature of the repair, there is



always a possibility that the damage may worsen to the stage where the device is BER (beyond economical repair). In these circumstances, we will refund all payments for this repair. We offer a 1-month warranty on Central Workshop repairs on work carried out.

4. Data Protection

4.1 We ask for your name and address and any other relevant details so that we can notify you when your Device has been repaired and provide you with an efficient after-sales service. Your information is kept highly confidential.

5. General

- 5.1 We shall not be liable to you for any delay in our failure of performance of our obligations under this Agreement arising from any reason beyond our reasonable control.
- 5.2 Our failure to exercise or enforce our rights or the giving of any forbearance, delay or indulgence, will not be construed as a waiver of such rights under this Agreement or otherwise.
- 5.3 This Agreement sets out the entire agreement and understanding between you and us in connection with its subject matter.
- 5.4 This Agreement may not be amended, modified, varied or supplemented except in writing signed by or on behalf of you and us.
- 5.5 If any part of this Agreement is found to be void or unenforceable it will be severed from the rest of the Agreement so that it is effective to the extent that it shall not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.
- 5.6 Nothing in this Agreement shall confer on any third party and benefits under the provisions of the Contracts (Rights of Thirds Parties) Act 1999.
- 5.7 This Agreement shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

Declaration:

By signing our Service Consent, you certify that you have read this agreement, that you know and understand the meaning and intent of this agreement and that you are entering this agreement knowingly and voluntarily. You also acknowledge the condition of your device upon check in as communicated to you and detailed on our database. You also acknowledge that upon collection you will check that the device has been repaired to your expectation. If the repair has not been carried out to your satisfaction, please raise this with a member of our team and we will be happy to assist you.