

WeFix

Our terms

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are goods or services. In most cases, the products will be replacement device parts, one-off device repair services or technical support.

1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- you are an individual; and
- 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).

1.4 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute 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 made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** WeFix is a trading style of Revive A Phone Limited, a company registered in England and Wales. Our company registration number is 08100373 and our registered office is at Unit 11-13 Little Braxted Hall, Witham Road, Witham, Essex, England, CM8 3EU. Our registered VAT number is 187 755 648.

2.2 **How to contact us.** You can contact us for all general enquires by telephoning our customer service team at 08000 418 418 or by writing to us at contact@wefix.co.uk or Unit 11-13 Little Braxted Hall, Witham Road, Witham, Essex, England, CM8 3EU.

2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you an order confirmation to accept it, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product or parts are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 **We only sell to the UK.** Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. OUR RIGHTS TO MAKE CHANGES

We may change the product:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. We will let you know if these changes will affect your use of the product.

6. PRICE AND PAYMENT

6.1 The price is indicative only and may change.

(a) **Device Repair Service.**

The price of the product (which includes VAT) indicated on the order pages when you place your order is an indicative non-binding price based upon information provided by you, including, for example, the fault on the device. Accordingly, any such indicative price is subject to detailed verification by us upon inspection of your device. If there is any change to the price (for example, because the information you have provided to us is incorrect, or if we identify additional defects, or if you have booked the wrong repair type, or we have made a mistake in communicating the pricing to you, we will notify you so you may decide whether or not to proceed. If you choose not to proceed, we shall not supply the ordered goods/services, and shall have no liability to you other than to refund any sum previously paid by you less (at our discretion) the amount(s) set out in our Ancillary Charges Table <https://wefix.co.uk/ancillary-charges.pdf>

(b) **Technical Support Services.**

The Technical Support Services will be available to non-business customers following the purchase of our Device Repair Service. The first 30 days of the Technical Support Services will be free of charge. After the initial 30 days the Technical Support Services will cost £4.95 per month and will be collected by us via the credit/debit card you used for the Device Repair Services on a monthly basis. As part of the Technical Support Services you will be entitled to 2 in-home visits (up to maximum of 45 mins) in each 12 month period and the cost of each visit will be £24.95. In the event that you require more than 2 in-home visits in a 12 month period the fee for any additional in-home visits will be £59.

6.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

6.3 **When you must pay and how you must pay.** We accept payment with in the ways set out on our website. You must pay for the products before we accept your order.

7. PROVIDING THE PRODUCTS

7.1 **Our technicians.** Our repair and technical support services are supplied by our repair technicians, each of whom has undergone technical assessment to ensure our services will be supplied to a high standard.

7.2 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control (such as unavailability of required parts) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.3 **If you are not available at the arranged timeslot.**

(a) **Device Repair Services**

If you (or your device) are not present at the agreed repair location address at the arranged time on the repair date, we will attempt to contact you and our technician will wait at the repair location for a maximum of 15 minutes. If we cannot contact you or you are unable to attend in sufficient time to allow us to complete the ordered repair in the arranged timeslot, or if we are otherwise unable to supply the products as arranged:

- (i) you may rearrange the repair in which case we may require payment of the amount(s) set out in our Ancillary Charges Table <https://wefix.co.uk/ancillary-charges.pdf>; or
- (ii) we may end the contract and clause 13.2 will apply.

(b) **Technical Support Services Home Visit**

If you (or your device) are not present at the agreed location address at the arranged time or on the agreed date, we will attempt to contact you and our technician will wait at the location for a maximum of 15 minutes. If we cannot contact you or you are unable to attend in sufficient time to allow us to complete the technical support services in the arranged timeslot you may rearrange the visit but you will be required to pay a further £24.95.

7.4 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products on our website and/or we will contact you to ask for this

information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 13.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.5 Reasons we may delay the supply of products to you. We may have to delay the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the product to reflect changes in relevant laws and regulatory requirements; or
- (c) make changes to the product as requested by you or notified by us to you (see clause 5).

7.6 Our provision of the products is subject to conditions. By placing an order, you:

- (a) authorise and consent to us performing the necessary services on your device;
- (b) acknowledge that whilst our technicians are trained specialists, we are not an authorised service provider for any manufacturer of any brand of device other than Samsung and have no affiliation with any device manufacturer other than Samsung;
- (c) acknowledge that we may have to reset the manufacturer's factory/default settings for your device, and that this process might delete any data, personal information or settings held on your product;
- (d) acknowledge that you are solely responsible for removal of any SIM card, memory card, case, screen protector or other accessory from your device prior to our provision of services;
- (e) acknowledge that you must back up your device prior to our provision of services;
- (f) agree that where our services relate (in any way) to liquid damage on your device there is no guarantee that we will be able to repair your device, but we will still be entitled to charge the full price; any refund will be at our discretion;
- (g) agree that it is your responsibility to provide accurate information regarding your device (including model and condition) and to detail any modifications or repairs that have previously been attempted or completed. We will perform a check-in diagnosis of your device to evaluate its condition. If the device is in noticeably different condition than as described, you agree that additional charges may apply as detailed in clause 6.1;
- (h) agree that we only provide a limited warranty to any battery replacement as per clause 10.3(b); and

- (i) agree that ownership of any damaged or defective parts removed from your device in the course of provision of the repair services passes to us.

8. DEVICE REPAIR SERVICES “NO FIX” POLICY

8.1 Subject to clause 8.2, we offer a “no fix” policy in relation to our Device Repair Services, by which if we are unable to repair your device, you do not pay our full fee in relation to the products we have supplied. We will, however, be entitled to charge the amount(s) set out in our Ancillary Charges Table <https://wefix.co.uk/ancillary-charges.pdf>

8.2 This policy does not apply:

- (a) where the services include repairs for liquid damage (as per clause 7.6(f));
- (b) to any element of our products that have been successfully delivered or completed. For example, if your device requires a screen replacement (completed successfully) and fixing the power button (not completed), this policy would apply to the costs of repairing the power button, but you would still be required to pay for the screen repair (but there would, in this example, be no additional call out charge); or
- (c) to a battery replacement.

8.3 Where this policy applies, we shall refund any sum previously paid by you less (at our discretion) the amount(s) set out in our Ancillary Charges Table <https://wefix.co.uk/ancillary-charges.pdf>

9. TECHNICAL SUPPORT SERVICES

9.1 The Technical Support Services will be available Monday to Friday between 9.00 am – 5.30 pm whilst the monthly payments are being maintained and paid by you. The Technical Support Services will not be available on Bank Holidays.

9.2 The Technical Support Services are not available to customers under the age of 18 or to business customers.

9.3 The contact telephone number for the Technical Support Services is 03301289790. Calls to this number cost up to 13p per minute from a landline and between 3p to 55p per minute from a mobile.

9.4 The Technical Support Services will be available for the device which was repaired under our Device Repair Services. When subscribing for the Technical Support Services we will confirm the IMEI number for the phone or the IMEI number or serial number for the tablet, which is covered

by the services. The device must be your personal property. We are unable to provide the Technical Support Services for devices that are not owned by you.

9.5 In providing the Technical Support Services we will try to resolve any issues raised by you in connection with the applicable device. You acknowledge that actual hardware faults, software or other issues may be beyond the scope of the Technical Support Services for example we will not be able to resolve issues which arise as a result of:

- (a) physical damage to the device;
- (b) the operating system of the device has been modified (ie. jail breaking) other than in accordance with the manufacturer's requirements;
- (c) the device being blocked as a result of incorrect details being entered into the device;
- (d) network operator issues such as no service areas or your account being blocked due to non payment.

9.6 In order to provide the Technical Support Services we may be required to access your device remotely in order to diagnose a problem or provide you with a support solution. We will interact directly with your device using third party remote access software. You consent to us accessing your device in this way unless you express refuse.

9.7 We will use reasonable endeavours to avoid loss of data when providing the Technical Support Services, however, the avoidance of events resulting in loss of data from the device cannot be guaranteed. You will be responsible for backing up your device in advance of any remote access support.

9.8 You acknowledge that during the remote access diagnosis and/or problem resolution we may record the telephone call and device activity for training and quality purposes.

10. OUR WARRANTY

10.1 **What our warranty covers.** Except as stated otherwise in this clause 10, we warrant that on repair, and for a period of 12 months from the date of repair (**warranty period**), products supplied by us shall:

- (a) conform in all material respects with their description;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

10.2 Please note that the warranty period runs from the date of the original repair. If subsequent work is carried out under our warranty, this does not extend the warranty. For example, if a warranty repair is done 3 months after the original repair, the warranty still ends 12 months from the date of the original repair.

10.3 **What our warranty does not cover.**

- (a) **Liquid damage.** Our warranty does not apply to liquid damage repairs.
- (b) **Limited warranty for battery issues.** Our warranty is limited in relation to replacement batteries.
 - (i) Due to the unpredictable and varied nature of causes of battery performance issues, it is not always possible to diagnose whether the issue is due to hardware, software, board, or even accessories. Following completion of our services, should your device continue to display the original symptoms (at any degree, be it increased, decreased, or the same) but continue to display some functionality, regardless of how minor, we retain the right to determine that the issue is as a result of damage to the U2 ic Chip and our warranty will not apply.
 - (ii) If the battery is not functioning or will not charge or turn on, at all, then your device will need to be diagnosed by our head technician on our premises.
 - (iii) Battery performance can also be adversely affected by faulty chargers or dock connectors. You must have tried alternative original equipment manufacturer (**OEM**) chargers for, and have the most recent software updates on, your device before booking in a battery replacement.
 - (iv) Our warranty will not apply if you have used non-OEM chargers, power banks, car chargers, charging phone cases, charging pads, plates, or any other form of battery/phone charging equipment not manufactured by the OEM. Any use of these accessories may cause damage to your device's ic Chip and therefore a battery or charger port replacement is unlikely to resolve the issue. You will not be entitled to a refund for products supplied.
- (c) **Post-repair issues/events.** Our warranty does not apply in the event of any of the following occurring in relation to a device upon which we have performed our services:
 - (i) mishandling that causes subsequent damage;
 - (ii) water or other liquid damage;
 - (iii) damage or faults resulting from attempted repairs by you or any third party;
 - (iv) software issues unrelated to the repair and/or any damage resulting from viruses or other malicious software that may have been transmitted during servicing or escaped detection;
 - (v) any jail broken or "rooted" device; or

- (vi) any fault or damage unrelated to the products supplied by us under warranty.
- (d) **Pre-repair issues/events.** Our warranty does not apply if your device is jail broken or “rooted” or if, at or before the time we provide the products, there is in relation to your device:
 - (i) a known manufacturing or performance issue which is separate from the services ordered;
 - (ii) water or other liquid damage;
 - (iii) any damage or fault resulting from repairs attempted by you or any third party;
or
 - (iv) any performance issue with your device’s battery.

10.4 **We will charge you if you make an invalid warranty claim.** If upon inspection we determine that your issue is not covered by our warranty (for example, because your device is cracked or our warranty does not apply due to one of the limitations set out above), you may opt for us to either (a) carry out a repair (to the extent that we are able to) at our standard price or (b) pay our £25 call out charge.

11. YOUR RIGHTS TO END THE CONTRACT

- 11.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:
- (a) **you may cancel the Technical Support Services at anytime by contacting us.** The services will continue until the end of the month in which your final payment was made;
 - (b) **if what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 15 if you are a consumer and clause 16 if you are a business;
 - (c) **if you want to end the contract because of something we have done or have told you we are going to do see clause 11.2;**
 - (d) **if you are a consumer and have just changed your mind about the product, see clause 11.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
 - (e) **in all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see clause 11.5.**

11.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (b) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (c) we have delayed supply of the products for technical reasons, or notify you we are going to delay them for technical reasons, in each case for a period of more than one week; or
- (d) you have a legal right to end the contract because of something we have done wrong.

11.3 Your right to change your mind if you are a consumer (Consumer Contracts Regulations 2013). If you are a consumer then for some products bought online or over the telephone you have a legal right to change your mind within 14 days and receive a refund. However, due to the type of products we supply, this right to change your mind will not apply in respect of:

- (a) services, once these have been completed, even if the cancellation period is still running; or
- (b) any products which become mixed inseparably with other items after their delivery.

These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

11.4 How long do consumers have to change their minds? If you are a consumer and have ordered our Device Repair Services or Technical Support Services, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the Device Repair Services you cannot change your mind, even if the period is still running. If you cancel after we have started either of the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

11.5 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 11.1), you can still end the contract before it is completed, but you may have to pay us compensation. Our contracts are completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately. If you wish to cancel:

- (a) we will refund any sums paid by you for products not provided if you tell us by 8.00am on the day before the arranged repair date;
- (b) but do not tell us by 8.00am on the day before the arranged repair date, we will refund any sums paid by you for products not provided but we will be entitled to deduct from that refund the amount(s) set out in our Ancillary Charges Table
<https://wefix.co.uk/ancillary-charges.pdf>

12. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU ARE A CONSUMER WHO HAS CHANGED THEIR MIND)

12.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on *08000 418 418* or email us at contact@wefix.co.uk. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **By post.** Print off the form appearing at the end of these terms and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.

12.2 **How we will refund you.** If you are entitled to a refund under these terms we will refund you by the method you used for payment. However, we may make deductions from the price, as described in these terms.

12.3 **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind and:

- (a) you tell us by 8.00am on the day before the arranged repair date, we will refund any sums paid by you for products not provided; or
- (b) you do not tell us by 8.00am on the day before the arranged repair date, we will refund any sums paid by you for products not provided but we will be entitled to deduct from that refund the amount(s) set out in our Ancillary Charges Table
<https://wefix.co.uk/ancillary-charges.pdf> (as compensation for the net costs we will incur as a result of your ending the contract); or
- (c) we have commenced the supply of the services, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract, subject to any minimum charge set out in our Ancillary Charges Table
<https://wefix.co.uk/ancillary-charges.pdf>

12.4 **When your refund will be made.** We will make any refunds due to you as soon as possible but always within 14 days of your telling us you have changed your mind.

13. OUR RIGHTS TO END THE CONTRACT

13.1 **We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
- (c) you are not present at the agreed address at the arranged time to allow us to supply the services as detailed in clause 7.3.

13.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 13.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you a £25 charge (as compensation for the net costs we will incur as a result of your breaking the contract).

13.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

14. IF THERE IS A PROBLEM WITH THE PRODUCT

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at *08000 418 418* or write to us at contact@wefix.co.uk or *Unit 11-13 Little Braxted Hall, Witham Road, Witham, Essex, England, CM8 3EU.*

15. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

15.1 If you are a consumer we are under a legal duty to supply products that are in conformity with this contract.

15.2 Nothing in these terms (including the warranty at clause 9) will affect your legal rights.

16. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

16.1 Subject to clause 16.2, if:

- (a) you give us notice in writing during the warranty period within a reasonable time of discovery that a product does not comply with the warranty set out in clause 9;
- (b) we are given a reasonable opportunity of examining such product; and
- (c) you return such product to us or allow us to collect it from you,
we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.

16.2 We will not be liable for a product's failure to comply with the warranty in clause 9 if:

- (a) you make any further use of such product after giving a notice in accordance with clause 16.1(a);
- (b) the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good practice;
- (c) you alter or repair the product without our written consent; or
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

16.3 Except as provided in this clause 16, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in clause 9.

16.4 These terms shall apply to any repaired or replacement products supplied by us under clause 16.1.

17. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

17.1 **Subject to some exceptions, we are responsible to you for foreseeable loss and damage caused by us.** Subject to clause 17.2, if we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us prior to placing your order.

17.2 **We are not responsible for certain loss and damage.** The exceptions, where we are not liable to you, are:

- (a) any claims or damages of any kind or description that may arise from any repair work performed on your device, unless it is caused by our negligence;
- (b) loss, deletion, amendment to or corruption (howsoever caused) of any data or information that you have stored on your device;
- (c) data loss, corruption, deletion, or alteration, and hardware or software failure on SIM cards and memory cards;
- (d) any damage to or loss of any SIM card, memory card, case, screen protector or other accessory that you have failed to remove from your device;
- (e) any loss of damage arising from your failure to comply with any of the conditions set out in clause 7.6;
- (f) when services performed by us void manufacturer warranties for your device. If you do not wish to void your warranty, you should not place an order with us but should contact the device manufacturer;
- (g) any failure to repair any liquid damaged device;
- (h) where it is not possible to repair your device (as we cannot guarantee that your device is capable of being repaired); and
- (i) any waterproof (or water-resistant) device no longer being waterproof (or water-resistant) following completion of our services.

17.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products including the right to receive products which are: as described and match information we provided to you and any sample or model seen or examined by you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care and, where installed by us, correctly installed; and for defective products under the Consumer Protection Act 1987.

17.4 **We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 18.

18. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS**

18.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) 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; or
- (d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

18.2 Except to the extent expressly stated in clause 9 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

18.3 Subject to clause 18.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise:
 - (i) for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us;
 - (ii) any claims or damages of any kind or description that may arise from any repair work performed on your device, unless it is caused by our negligence;
 - (iii) loss, deletion, amendment to or corruption (howsoever caused) of any data or information that you have stored on your device;
 - (iv) data loss, corruption, deletion, or alteration, and hardware or software failure on SIM cards and memory cards;
 - (v) any damage to or loss of any SIM card, memory card, case, screen protector or other accessory that you have failed to remove from your device;
 - (vi) any loss of damage arising from your failure to comply with any of the conditions set out in clause 7.6;
 - (vii) when services performed by us void manufacturer warranties for your device. If you do not wish to void your warranty, you should not place an order with us but should contact the device manufacturer;
 - (viii) any failure to repair any liquid damaged device;
 - (ix) where it is not possible to repair your device (as we cannot guarantee that your device is capable of being repaired); and
 - (x) any waterproof (or water-resistant) device no longer being waterproof (or water-resistant) following completion of our services; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory

duty, or otherwise, shall be limited to the total paid by you for products under such contract.

19. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 19.1 **How we will use your personal information.** We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy at <https://wefix.co.uk/privacy-policy>
- 19.2 When you contact us, we may ask for this personal information to be able to check your identity and we may make a note of this contact if it is relevant to your record.
- 19.3 **We will only give your personal information to other third parties where the law either requires or allows us to do so.**

20. OTHER IMPORTANT TERMS

- 20.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 20.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 20.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 20.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 20.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

20.6 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

20.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

21. **Safety of our employees**

We understand that people can become frustrated if matters do not proceed as they anticipated. However, if that frustration escalates to aggression towards WeFix Staff then we consider that unacceptable. Any abusive or aggressive behaviour toward our staff will not be tolerated and will result in your Order being declined with immediate effect. Aggressive or abusive behaviour includes any language behaviour that may cause staff to feel afraid, alarmed, threatened or abused and may include threats, personal verbal abuse, derogatory remarks and rudeness. We also consider inflammatory statements, remarks of a racial or discriminatory nature and unsubstantiated allegations to be abusive behaviour.

WeFix

MODEL CANCELLATION FORM FOR CONSUMER CUSTOMERS

(Complete and return this form only if you wish to withdraw from the contract)

To WeFix
Unit 11-13 Little Braxted Hall
Witham Road
Witham
Essex
CM8 3EU

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*]

Ordered on [*/received on [*/

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s) (only if this form is notified on paper)

Date

[] Delete as appropriate*