



PROTECT AND RESPECT YOUR INVESTMENT WITH MENDIT

Extended Warranty

Terms and Conditions

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These are the terms and conditions upon which we will provide the Services to you (“Terms”).

1. DEFINITIONS

- 1.1 In these Terms, we will use phrases with particular meanings. If you are unclear about the meaning of any of the phrases used in these Terms then please contact us.
- 1.2 In these Terms:-
 - 1.2.1 “Business Day” means any day other than a Saturday, Sunday or public bank holiday in England;
 - 1.2.2 “Commencement Date” means the date on which these Terms become effective;
 - 1.2.3 “Consumer” means an individual buying Services from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession);
 - 1.2.4 “Data Disclaimer” means our disclaimer document which we will require you to sign before we provide any Services, under which you acknowledge and agree that we will not be liable for any loss of data that occurs as a result of us carrying out the Services;
 - 1.2.5 “Electronic Certificate” means the electronic certificate which will be sent to you after you purchase Service(s), either through our Website or via an organisation from whom you purchased Equipment and who resell the Service(s) to you on our behalf;
 - 1.2.6 “Equipment” means New Equipment or Post/Refurb Equipment, as applicable;
 - 1.2.7 “Location” means the customer’s business premises or home, at which the Equipment is registered within the United Kingdom;
 - 1.2.8 “Mechanical Electrical Breakdown” means the actual and sudden mechanical and/or electrical failure or breakdown which results in the sudden stoppage of the Equipment’s normal function, which necessitates repair to resolve those functions;
 - 1.2.9 “New Equipment” means desktop, laptop or other computer equipment which you have bought new and is registered with us within the Registration Period;”
 - 1.2.10 “Normal Working Hours” means between the hours of 8.30am and 5pm each day excluding Saturdays, Sundays and public holidays in the United Kingdom;
 - 1.2.11 “Post Warranty/Refurb Equipment” means desktop, laptop or other computer equipment which is either Refurbished or for which the manufacturer’s warranty has expired, and is registered with us within the Registration Period;
 - 1.2.12 “Refurbished” means equipment that has been returned to the manufacturer by the original purchaser, and has been tested, repaired and resold by the manufacturer;
 - 1.2.13 “Restricted Period” means the period of 28 days from the date you purchased the Service;
 - 1.2.14 “Services” means repair as a result of Mechanical Electrical Breakdown during the Warranty Period by one of the warranty service options we agree to provide to you;
 - 1.2.15 “Warranty Period” means: (i) for New Equipment, the warranty period specified in your Electronic Certificate, being either 1, 2, 3, 4 or 5 years from the date of purchase of the Equipment. The Warranty Period includes any period during which the Equipment manufacturer gives a limited warranty; and (ii) for Post Warranty/Refurb Equipment, the warranty period specified in your electronic certificate, being either 1, 2 or 3 years from the date that you purchased the Services; and
 - 1.2.16 “Website” means <http://www.mendit.com/> or such other mobile applications or replacement website or mobile applications through which we operate our business from time to time.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 Who we are. We are MendIT Computer Repairs Limited a company registered in England and Wales ("MendIT"). Our company registration number is 7423708 and our registered office is at Unit 1 Magnesium Way, Hapton, Burnley, Lancashire, England, BB12 7BF. Our registered VAT number is 113635147.
- 2.2 How to contact us. You can contact us by telephoning our customer service team at 01282 418864 or by writing to us by email at info@mendit.com. by post at Unit 1 Magnesium Way, Hapton, Burnley, Lancashire, England, BB12 7BF or through our Website.
- 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 at the time you purchased the Services.

3. OUR CONTRACT WITH YOU

- 3.1 When you purchase a Service or Services through our Website (or via an organisation from whom you purchased Equipment and who resell the Service(s) to you on our behalf), we will generate an Electronic Certificate which will be sent to you. This constitutes our acceptance of your offer to purchase Service(s), and a contract for the supply of the Service(s) will come into existence between you and us on the date that you receive the Electronic Certificate.
- 3.2 If we are unable to provide Services to you, we will inform you of this in writing and will not charge you for the Services. This might be because we do not provide the Services in relation to particular equipment, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements or because we have identified an error in the price or description of the Services.
- 3.3 We only sell to the UK. Our website is solely for the promotion of our Services in the UK. Unfortunately, we cannot provide Services to customers located outside the UK.

4. THE SERVICES

- 4.1 You are entitled to receive the Services in accordance with these Terms if a repair is required to your Equipment:
 - i. within the Warranty Period; and
 - ii. outside of the Excluded Period;
for reasons of Mechanical Electrical Breakdown.

The type of Service you have purchased will be shown on your Electronic Certificate. The terms applicable to the different services are set out below:

- 4.1.1 Collect and return warranty service: Under the terms of the collect and return warranty service, we will collect the defective Equipment from your Location, repair it and return it to your Location. Subject to clause 3, we will incur all collection, repair and re-delivery costs for this type of service.
- 4.1.2 Return to base warranty service: Under the terms of this service, you must arrange to have your Equipment delivered to a MendIT authorised service location for warranty repair. You must pre-pay all postage and shipping charges associated with transportation of the Equipment to the repair location. The Equipment is at your risk of loss during delivery to us so you should insure it. We will return the repaired Equipment to you and incur all delivery costs to return the Equipment to you. If either clauses 5.2 or 5.3 applies, we will be entitled to charge £35 for investigating a warranty repair that falls outside the scope of the Services. You will also be responsible for collecting the Equipment or for the delivery and insurance costs for the return of the Equipment to you.
- 4.1.3 On site warranty service: Under the terms of the on site service, we will at our sole discretion determine if the Mechanical Electrical Breakdown can be repaired: i) by using a replacement part; or ii) by a service call to the Location. If we determine that an on site service visit is required to repair the Equipment, the on site visit will be scheduled during Normal Working Hours.
- 4.2 The on site service shall be limited to locations on the UK mainland (i.e. excluding Northern Ireland and all UK islands).

- 4.3 Unless otherwise stated, all response times are measured from the time you call us with the information that we will need to provide the Services:
- On site: we aim to ensure that your problem will be responded to within 2 Normal Working Hours of your first notification of the Mechanical Electrical Breakdown. We aim to ensure the Equipment will be operating within the next Business Day of the on-site visit;
 - Return to base: we aim to ensure the Equipment will be operating and returned to you within 5 days of receipt at our workshop location;
 - Collect and return: we will agree a time of collection with you and we aim to ensure the Equipment will be operating and returned to you within 5 days of receipt at our workshop location.
- All of the timeframes set out above are indicative only and are subject to the availability of spare parts.
- 4.4 We will provide the Services with reasonable skill and care.
- 4.5 We are not responsible for delays outside our control. If our supply of the Services is delayed by an event outside our control 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 responsible 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 Services you have paid for but not received.

5. CHARGES

- 5.1 For the performance of the Services, you will pay us the charges set out in your initial quotation.
- 5.2 If we determine that any Mechanical Electrical Breakdown you report is not covered by the Services, we will contact you to determine whether you wish us to repair the Mechanical Electrical Breakdown for a charge, or whether you would prefer for the Equipment to be returned to you as received. You will be responsible for all associated transportation and handling costs, which we will charge you for. If we make an on site visit that turns out to be abortive, you will be charged an abortive site visit fee. Please see clause 5.3 below. - You must pay all such charges before we carry out any chargeable work.
- 5.3 As set out in your initial quotation, we will charge for on site visits and for collections under the collect and return service which are:
- 5.3.1 made at your request, but where the cause of the Mechanical Electrical Breakdown is not covered by the Services; or
 - 5.3.2 made at your request but in our reasonable period are frivolous or unnecessary; or
 - 5.3.3 which prove abortive as there is no representative at the Location for the booked on site visit, or for the pre-arranged collection of the Equipment.
- 5.4 We will supply any spare parts which are not included in the Services at our list prices, which we may update from time to time.
- 5.5 Any charges payable by you under these Terms must be paid (unless otherwise provided elsewhere in these Terms) upon receipt of our invoice and before the Equipment is collected or returned.
- 5.6 The charges payable under these Terms are exclusive of Value Added Tax which shall be paid by you at the rate and in the manner for the time being prescribed by law.
- 5.7 If any sum payable under these Terms is not paid on the due date, then (without prejudice to our other rights and remedies) we reserve the right to charge interest on such sum at the rate of 4 per cent above the base rate of HSBC Bank Plc from time to time. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount when payment is demanded. In addition we will be entitled to suspend provision of the Services until such time as the payment is made.

6. EXCEPTIONS

- 6.1 The Services are limited to Mechanical Electrical Breakdown during the Warranty Period and exclude:-
- 6.1.1 any repair of the Equipment which arises as a result of fair wear and tear;
 - 6.1.2 failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions;
 - 6.1.3 accident, neglect, misuse, malicious or intentional damage, abuse, contamination or default by you, your employees or agents or any third party or other external carriers;
 - 6.1.4 any fault in any attachments or associated equipment (whether or not supplied by us) which do not form part of the Equipment;
 - 6.1.5 act of God, terrorism risk, fire, flood, war, nuclear risk, sonic boom, act of violence, or any other similar occurrence;
 - 6.1.6 any attempt by any person other than our personnel to adjust, repair or maintain the Equipment;
 - 6.1.7 corrupted or conflicting software installed or as a result of a virus infection;
 - 6.1.8 any inoperability or compatibility issues that may arise when parts intended for one system are installed in another system of a different make or model;
 - 6.1.9 any fault occurring as a result of your failure to follow the manufacturer's instructions for the use of the Equipment;
 - 6.1.10 damage caused by foreign objects or substances;
 - 6.1.11 any repair where the manufacturer's repairer's seal is broken on the Equipment;
 - 6.1.12 any damage to the Equipment which was caused prior to these Terms being entered into; or
 - 6.1.13 your treatment of the Equipment other than as specified at section 10.1.
- 6.2 The Services also exclude:
- 6.2.1 any repair or spare part covered under any other guarantee, warranty, maintenance, rental, hire or lease agreement you may have with a third party and including but not limited to the manufacturer;
 - 6.2.2 the provision of Services on site other than at the Location (or such other location as we shall have approved in writing);
 - 6.2.3 repair or renewal of non-removable batteries, or expendable or consumable parts (including but not limited to batteries, tapes, disk packs and printing cartridges);
 - 6.2.4 maintenance or support of the operating system of any Equipment;
 - 6.2.5 electrical or other environmental work external to the Equipment;
 - 6.2.6 maintenance of any attachments or associated equipment not supplied by us which do not form part of the Equipment;
 - 6.2.7 recovery or reconstruction of any data or programs lost or spoiled as a result of any breakdown of or fault in the Equipment; or
 - 6.2.8 any repair relating to a known manufacturing fault or manufacturer's recall.
- 6.3 If the Equipment is lost or damaged in transit and it has not been insured, we will not be able to repair it. If you have chosen to insure the Equipment yourself and it is lost or damaged, you will need to claim under your insurance policy. You can ask us to insure the Equipment with our transport company, which we will arrange for a fee which we will agree with you in advance. If we have arranged such insurance and the Equipment is lost or damaged, we will replace the Equipment.

7. REPLACEMENT

- 7.1 We reserve the right to replace the whole of the Equipment, or any part or parts, which may be found to be faulty if spare parts are unavailable or, in our reasonable opinion, it is not economically viable to repair the Equipment.
- 7.2 We will endeavour to replace Equipment with identical new or fully refurbished Equipment of the same age and condition, but it may not be the same colour. If this is not possible, we will provide you with new or fully refurbished Equipment of a comparable specification, or with a value equivalent to the value of the replaced Equipment, taking into account its age and condition at the time of replacement.
- 7.3 We shall at the time of any such replacement notify you in writing of the serial numbers of the replacement Equipment.
- 7.4 The replacement Equipment shall become your property. The removed Equipment will become our property.
- 7.5 These Terms shall apply to all renewals of any part or parts of the Equipment made by us during the Warranty Period.
- 7.6 With the exception of Microsoft Equipment, should the Equipment be replaced pursuant to this clause 7, then the remaining term of the Warranty Period will transfer to the replaced Equipment. For Microsoft Equipment, if Equipment is replaced, the Warranty Period will end from the date of such replacement.

8. OUR RIGHTS TO MAKE CHANGES

- 8.1 Minor changes to the Services. We may change the Services:
 - a) to reflect changes in relevant laws and regulatory requirements; and
 - b) to implement minor technical adjustments and improvements and meet industry best practice, and where possible we will give you advance notice of any such changes.
- 8.2 More significant changes to the Services and these Terms. In addition, we may make more significant changes to the Services to reflect our business, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Services paid for but not received.

9. DURATION

- 9.1 These Terms shall continue for the Warranty Period, subject to earlier termination as set out in clauses 14 and 16.

10. YOUR OBLIGATIONS

10.1 During the continuance of the Warranty Period you will:

Use and Care of the Equipment

- a) ensure that proper environmental conditions are maintained for the Equipment;
- b) will maintain in good condition the accommodation of the Equipment, the cables and fittings and the electricity supply;
- c) not make any modification to the Equipment without our prior written consent;
- d) keep and operate the Equipment in a proper and prudent manner in accordance with the manufacturer's operating instructions;
- e) ensure that the external surfaces of the Equipment are kept clean and in good condition and carry out any minor maintenance recommended by the manufacturer from time to time;
- f) not attempt to adjust, repair or maintain the Equipment and will not request, permit or authorise anyone other than us to carry out any adjustments, repairs or maintenance of the Equipment;
- g) only use on the Equipment operating systems recommended by the manufacturer.

Access – if we are providing on-site warranty services

- h) upon reasonable notice, provide us with full and safe access to the Equipment for the purposes of these Terms;
- i) provide adequate working space around the Equipment for the use of our personnel;
- j) have a representative present at the Location when we provide on site warranty Services;
- k) ensure that all manufacturer's labels (such as serial numbers) are in place, accessible and legible;

Registration, Notification and Information

to be entitled to receive the Services, the Equipment must have been registered within the Registration Period and you must:

- l) notify us within 30 days of you becoming aware of a Mechanical Electrical Breakdown. You will need to provide us with the Equipment type and product number/serial number and reference number. You can find this on your Electronic Certificate. If you do not register the Equipment and/or notify us in accordance with clause 10.1(l), you will not be entitled to receive the Services.

Miscellaneous

- m) provide such telecommunication facilities as we reasonably require for testing and diagnostic purposes at your expense;
- n) before releasing any Equipment to us for repair and prior to any on site warranty visit, be sure to back up data, keep full security copies of your programs, databases and computer records in accordance with best computing practice and remove any confidential, proprietary or personal information.

10.2 Before we provide the Services:

10.2.1 we must have received a copy of the Data Disclaimer, signed by you;

10.2.2 you should consider making a written note of any configuration settings or information stored on any equipment or computers;

10.2.3 you should consider, where the Equipment is a computer, downloading and installing any available security and protection updates for the operating system you use and any available updates to virus-checking and other computer protection software you use.

11. SPARE PARTS

We will not be liable for any delay in performing our obligations under these Terms arising from delay in the supply to us of spare parts or components by manufacturers, or their suppliers or agents, or if any recommended spare parts are not available. The exception to this is if we are at fault.

12. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy which can be accessed at <https://www.mendit.com>. As this may be updated from time-to-time, please check this site regularly.

13. LIABILITY

YOUR ATTENTION IS IN PARTICULAR DRAWN TO THE FOLLOWING PROVISIONS

13.1 WE DO NOT PROVIDE A DATA BACK UP SERVICE AND ARE NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY IN RELATION TO ANY LOSS OF OR DELETION OF YOUR DATA.

13.2 If you are a Consumer:

- a) We are responsible to you for foreseeable loss and damage it causes. If we fail to comply with these Terms, it is responsible for loss or damage you suffer that is a foreseeable result of it 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 during the sales process.
- b) We do not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by its negligence or caused by the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services as summarised at section 17.2, including the right to receive Services which are performed with reasonable care.

13.3 If you are not a Consumer:

- a) Nothing in these Terms shall limit or exclude our liability for:
 - i. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - ii. fraud or fraudulent misrepresentation;
 - iii. 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
 - iv. any matter in respect of which it would be unlawful for us to exclude or restrict liability.

13.4 Except to the extent expressly stated in clause 13.3(a), 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.

13.5 Subject to section 13.3a):

- a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with its performance of the 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 greater of:
an amount equal to the total charges received by us from you under these Terms; or the amount received by us for the claim under its insurance policy covering such risks provided that nothing in this clause shall oblige us to obtain any insurance or claim upon any insurance which it holds. You acknowledge that delay in notifying any claim may prevent us recovering any money under such policy.

13.6 When we are liable for damage to your property. If we provide services in your property, it will make good any damage to your property caused by it while doing so. However, it is not responsible for the cost of repairing any pre-existing faults or damage to your property that it discovers while providing the services.

13.7 We are not liable for business losses. If you use the Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. YOUR RIGHTS TO END THE CONTRACT

Sections 14.1 to 14.6 only apply if you are a Consumer.

- 14.1 You can always end your contract with us. Your rights when you end the contract will depend on the Services you have bought, whether there is anything wrong with them, how we are performing and when you decide to end the contract:
- a) if there is a problem with the Services you may have a legal right to end the contract (or to get the Equipment repaired or replaced or a service re-performed or to get some or all of your money back) - see section 17;
 - b) if you want to end the contract because of something we have done or have told you we are going to do - see section 14.2;
 - c) if you have just changed your mind about the Services, see section 14.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
 - d) in all other cases (if we are not at fault and there is no right to change your mind), see section 14.5.
- 14.2 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) or (b) below the contract will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation or a refund from us. The reasons are:
- a) we have told you about an upcoming change to the Services or these Terms which you do not agree to (see section 8.2); or
 - b) there is a risk that supply of the Services may be significantly delayed because of events outside our control (see section 4.5).
- 14.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013): For most products and services bought online if you are a Consumer you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail below.
- 14.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of Services once any of the Services have been completed by us, even if the cancellation period is still running.
- 14.5 How long do I have to change my mind? You have 14 days after the day you receive your Electronic Certificate. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.
- 14.6 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 do not have a right to change your mind (see section 14.1), you can still end the contract before it is completed. A contract for services is completed when we have finished providing the Services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until 2 calendar months after the day on which you contact us. We will refund any advance payment you have made for Services which will not be provided to you. For example, if you tell us you want to end the contract on 4 February we will continue to supply the Services until 3 April. We will only charge you for supplying the Services up to 3 April and will refund any sums you have paid in advance for the supply of the Services after 3 April.

Section 14.7 only applies if you are not a Consumer

- 14.7 Without affecting any other right or remedy available to you, you may end the contract with immediate effect by giving written notice to us if we commit a material breach of our obligations under the contract and (if such breach is remediable) fail to remedy that breach within 30 days after receipt of notice in writing to do so. You also have the right to end the contract as set out in sections 4.5 and 8.2.

15. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

Sections 15.1 to 15.4 only apply if you are a Consumer.

- 15.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:
- Phone or email. Call customer services on 01282 418864 or email us at sales@mendit.com .Please provide your name, home address, details of the unique customer reference number which can be found on certificate which you received when you completed your Application and, where available, your phone number and email address.
 - Online. Contact the Sales Team at sales@mendit.com; and
 - By post. Write to us at the address specified at section 2.2 above, including details of what you bought, when you ordered or received it and your name and address.
- 15.2 How we will refund you. We will refund you the price you paid for the Services by the method you used for payment. However, we may make deductions from the price, as described below.
- 15.3 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind, 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.
- 15.4 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then, your refund will be made within 14 days of your telling us you have changed your mind.

16. OUR RIGHTS TO END THE CONTRACT

- 16.1 We may end the contract if you break it. We may end the contract for Services at any time by Writing to you if:
- you do not make any payment to us within thirty (30) days of the date specified on your invoice and you still do not make payment within 30 days of us reminding you that payment is due;
 - you otherwise break this contract; or
 - you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services.
- 16.2 You must compensate us if you break the contract. If we end the contract in the situations set out in sections 16.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you:
- up to thirty pounds (£30) as compensation for the net costs we will incur as a result of your breaking the contract; or
 - reasonable compensation for the net costs we will incur as a result of your breaking the contract; or
 - a percentage of the price for the Services depending on the date on which we end the contract as compensation for the net costs we will incur as a result of your breaking the contract.
- 16.3 We may withdraw the Services. We may write to you to let you know that we are going to stop providing the Services. We will let you know at least one month in advance of our stopping the supply of the Services and will refund any sums you have paid in advance for Services which will not be provided.
- 16.4 We may end the contract in accordance with clause 7.6.

17. IF THERE IS A PROBLEM WITH THE SERVICES

17.1 How to tell us about problems. If you have any questions or complaints about the Services, please contact us. You can telephone our customer service team at 01282 418864 or Write to us at repairs-admin@mendit.com and/or Unit 1 Magnesium Way, Burnley Bridge, Burnley, Lancashire. BB12 7BF.

Section 17.2 applies to Consumers only

17.2 Summary of your legal rights. We are under a legal duty to supply Services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Services. Nothing in these Terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

In relation to Services, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also section 15.

18. WAIVER OF REMEDIES

If we do not insist immediately that you do anything you are required to do under these Terms, or if it delays 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 continues to provide the Services, it can still require you to make the payment at a later date.

19. ENTIRE AGREEMENT

19.1 The Terms constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

19.2 Each party acknowledges that in entering into these Terms it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Terms.

19.3 Nothing in this clause shall limit or exclude any liability for fraud.

20. ASSIGNMENT

- 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 contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within three months (3 months) of us telling you about it and we will refund you on a pro-rata basis for any payments you have made in advance for Services not provided.
- 20.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

21. SEVERABILITY

- 21.1 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.

22. THIRD PARTIES

- 22.1 Nobody else has any rights under this contract. This contract is between you and us. No other person will have any rights to enforce any of its terms.

23. WHICH LAW APPLIES AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

- 23.1 These Terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you are a Consumer and you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you are a Consumer and you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.