MENDIT
COMPUTER & MOBILE SUPPORT SPECIALIST

PROTECT AND RESPECT YOUR INVESTMENT WITH MENDIT

Edutech™ ZONE
EFFICIENT, EFFECTIVE, ETHICAL

Maintenance Plus

Terms and Conditions

Maintenance Plus Terms and Conditions

MENDIT
COMPUTER & MOBILE SUPPORT SPECIALIST

THESE TERMS

1.1 What these Terms cover. These are the terms and conditions on which we provide the Manufacturer's Warranty, Maintenance and Stand Ready Repair Services ("Terms").

1.2 Why you should read them. Please read these Terms carefully as they tell you who we are, how we will provide services 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.

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.

a) Our company registration number is 15489941 and our registered office is at:
Building 1 Olympic Way, Birchwood, Warrington, England, WA2 0YL

b) Our registered VAT number is GB 463 1309 12.

2.2 How to contact us. You can contact us by telephoning our customer service team at 01282 525 561 or by Writing to us by email at info@mendit.com. by post at Inmoor Road, Off Cross Lane, Tong, Bradford, BD11 2PS 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 in your Purchase Documentation.

3. Glossary

3.1 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.

3.2 In these Terms:

a) “Breakdown” means the actual and sudden structural, mechanical and/or electrical failure or breakdown which results in the sud¬den stoppage or removal of the Equipment’s normal function, which requires a repair to resolve those functions;

b) “Business Day” means any day other than a Saturday, Sunday or public bank holiday in England;

c) “Charges” means the price of the Services as described in the price table at the back of these Terms;

d) “Commencement Date” means the date on whichthe Term starts;

e) “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);

f) “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;

g) “Equipment” means New Equipment or Post/Refurb Equipment, as applicable;

h) “Good Working Order” means that the Equipment is functioning as reasonably expected for equipment of the type and age of the Equipment;

i) “Location” means your business premises or home located within the United Kingdom as specified in your Purchase Docu mentation and as updated by agreement between the parties from time to time;

j) “Loss” means any actions, charges, claims, costs, damages, demands, expenses, fees, fines, liabilities, losses, penalties and proceedings;

k) “Manufacturer” means the company who manufactured the Equipment;

l) “Manufacturer's Warranty” means a product warranty offered by the Manufacturer;

m) “New Equipment” means desktop, laptop or other computer equipment which you have bought new and which has been registered with us;

n) “Normal Working Hours” means between the hours of 8.30am and 5.00pm on a Business Day;

o) “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 has been registered with us;

p) “Purchase Documentation” means such documents (including quotations, invoices and any other proof of purchase) as may be provided to you by us in connection with your purchase of a Service or the Services directly from us or which may be provided on our behalf by any organisation from whom you purchase Equipment and who resell a Service or the Services to you on our behalf;

q) "Refurbished" means equipment that has been returned to the manufacturer by the original purchaser, and has been tested, repaired and resold by the manufacturer;
r) "Services" means:
   i. the Manufacturer's Warranty Service;
   ii. the Annual Maintenance Service; and
   iii. the Stand Ready Repair Services,
   each as explained in section 5;
s) "Term" means: (i) for New Equipment,the period of 1, 2, 3, 4 or 5 years from the date of purchase of the New Equipment as specified in the Purchase Documentation; or (ii) for Post Warranty/Refurb Equipment, the period of 1, 2 or 3 years from the date that you purchased the Services;
t) "Website" means http://www.mendit.com/ or such other mobile applications or replacement website or mobile applications through which MendIT operates its business from time to time;
u) "Writing" includes emails. When we use the words "writing" or "written" in these Terms, this includes emails; and
v) "Year" means a 12 month period, starting on the Commencement Date or any subsequent anniversary of the Commencement Date.

Notice to students at Schools, Colleges and Universities:-
For all Laptop, Tablet & Chromebook devices a protective case or sleeve must be used at all times. You must only use a case or sleeve that is approved by us in advance of us entering into this contract with you. This requirement applies to all claims for accidental damage to the Equipment, including whilst in-transit to us. It is Your responsibility to ensure the Equipment is protected at all times.

We will not liable for damage to the Equipment where the case or sleeve has deteriorated due to wear and tear over time, has been misused or no longer adequately protects the Equipment. It is your responsibility to ensure that cases and sleeves are replaced as necessary to ensure full protection is provided to your Equipment. If you do not comply with the requirements of this paragraph, any damage will fall under the Exceptions set out in clause 5.12 and we will not be obliged to provide the Services.

4. OUR CONTRACT WITH YOU

4.1 When you purchase a Service or the 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.

4.2 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.

4.3 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.

5. OUR SERVICES

5.1 During the Term, we will provide you with the Services for the Equipment in return for your payment of the Charges.

5.2 We will provide the Services with reasonable skill and care.

5.3 In the event of a Breakdown and if you want us to provide the Services, you must notify us within 14 days and we will provide you with the Manufacturer's Warranty Service and or the Stand Ready Repair Services in accordance with these Terms.

5.4 We will deliver the Services within a reasonable period of time and we aim to ensure that your problem will be responded to and a pick-up of the Equipment arranged within 1 Business Day of your notification of a Breakdown to us and we aim to perform any repairs and return the Equipment to you at the Location within 5 Business Days of the Equipment arriving at our workshop location.

If you have purchased our on-site maintenance product, we will at our sole discretion determine if the Breakdown can be repaired by a service call to the Location. If we determine that an on-site service visit is appropriate to repair the Equipment, the on-site visit will be scheduled during Normal Working Hours.

5.5 We will not be liable for any delay in performing the Services where the delay is caused by an event beyond our control or where it is due to a delay in the supply to us of spare parts or components by our manufacturers, suppliers or agents or if any recom mended spare parts are not available.

The Manufacturer's Warranty Service

5.6 Where Equipment which is the subject of a Breakdown is covered by the Manufacturer's Warranty, we will, when notified by you by telephone or email or through the Website (as set out at paragraph 2.2) of the Breakdown:

a) make a claim to the Manufacturer under the Manufacturer's Warranty and liaise with them in relation to the claim; and

b) where the claim has been accepted by the Manufacturer, we will, if we are approved by the Manufacturer to repair the Equipment to Good Working Order under the Manufacturer's Warranty at our premises or if approval has not been obtained, the Equipment will be returned to the Manufacturer and we will liaise with the Manufacturer on your behalf in relation to their repair of the Equipment.

The Annual Maintenance Service

5.7 If the Manufacturer does not consider that the Breakdown is covered by the Manufacturer's Warranty then we will repair the Equipment under the Stand Ready Repair Service.

5.8 During each year of the Term, you may contact us, by telephone or email or through the Website (as set out at paragraph 2.2), and request that we undertake annual maintenance of the Equipment to ensure that it is in Good Working Order. Our Annual Maintenance Service can only be requested once per year and will include the following:

a) where applicable, checking the Equipment's battery life and replacing the battery if the battery life is below 60% of the Equipment's original specification;

b) checking the Equipment for worn parts which will be replaced where functionality is impeded, i.e., home/power/volume buttons; and

c) checking the Equipment for latest software release and update if required.

5.9 The Annual Maintenance Service includes the provision of a helpline for troubleshooting, advice and help with viruses etc. This can be contacted at 01282 418864 during Normal Working Hours.

The Stand Ready Repair Service

5.10 We appreciate that Breakdowns can occur at any time. If your Equipment suffers a Breakdown and it is not covered by a Manufacturer's Warranty then we can provide ad hoc support and the Stand Ready Repair Services on request from you to ensure that your Equipment is restored to Good Working Order as soon as possible.

5.11 Charges for the Stand Ready Repair Services will be as set out in Annex 1 to these Terms.

Exceptions

5.12 We will provide the Services unless we cannot repair the Equipment due to:

a) fair wear and tear;

b) failure or fluctuation of electric power, air conditioning, humidity control or other environmental conditions;

c) 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;

d) any fault in any attachments or associated equipment (whether or not supplied by us) which do not form part of the Equipment;

e) act of God, terrorism risk, fire, flood, war, nuclear risk, sonic boom, act of violence, or any other similar occurrence;

f) any attempt by any person other than our personnel to adjust, repair or maintain the Equipment;

g) 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;

h) any fault occurring as a result of your failure to follow the Manufacturer's instructions for the use of the Equipment;

i) where the Manufacturer's repairer's seal is broken on the Equipment;

j) any damage to the Equipment which was caused prior to these Terms being entered into; or

k) Your treatment of the Equipment other than as specified at section 11.1.

5.13 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.

`The Services also exclude:

a) any repair or spare part covered under any guarantee, warranty, maintenance, rental, hire or lease agreement you may have with a third party and including but not limited to the Manufacturer;
b) the provision of Services on site other than at the Location unless we have agreed in Writing to provide the Services to such other site;
c) repair or renewal of non-removable batteries, or expendable or consumable parts (including but not limited to tapes, disk packs and printing cartridges);
d) electrical or other environmental work external to the Equipment;
e) maintenance of any attachments or associated equipment which do not form part of the Equipment;
f) recovery or reconstruction of any data or programs lost or spoiled as a result of any breakdown of or fault in the Equipment; or
g) any repair relating to a manufacturing fault or manufacturer's recall.

Reasons we may delay the supply of Services to you.

5.15 We may have to delay the supply of Services to:

a) deal with technical problems or make minor technical changes or reflect best industry practice;
b) update the Services to reflect changes in relevant laws and regulatory requirements;
c) make changes to the Services as notified by us to you (see section 9); and / or
d) address shortages in parts and materials.

5.16 We will contact you in advance to tell you we will be suspending supply of the Services.

6. REPLACEMENT

6.1 As part of the Services, we may, once all other options have been exhausted, request to replace the whole of the Equipment or any part or parts of it which we find to be faulty if spare parts are unavailable or if it is not economically viable to repair the Equipment any other way. If you are unwilling to accept a replacement, you accept that we will not be able to provide the Services to you. You are entitled to a maximum of one replacement per Year. If we exercise this right to replace the Equipment then we may choose to end the contract as set out in section 14.3.

6.2 MendIT will at the time of any such replacement notify you in Writing of the serial numbers of the replacement Equipment.

6.3 If the replacement Equipment is not equipment which is identical in all respects to the removed Equipment, we will inform you in Writing at the time of replacement. We will endeavour to ensure that the replacement Equipment will not provide less than an equivalent level of performance and functionality to the removed Equipment.

6.4 The replacement Equipment will become your property. The removed Equipment removed pursuant to this section 6 will become the property of us unless otherwise agreed between you and us.

6.5 These Terms will apply to all renewals of any part or parts of the Equipment made by us.

6.6 Before removing any Equipment or part thereof, you should copy and/or backup all information or data which may be stored on the removed Equipment and we will have no liability for any data lost.

7. CHARGES

7.1 For the performance of the Services, you will pay us the Charges set out in the Annex at the end of these Terms.

7.2 The Charges include all expenses related to the provision of the Services except for any additional and/or bespoke services that you request which are not included in the description of the Services such as any requirement for us to visit your premises and repair Equipment on site or where you request the return of any obsolete Equipment or parts of Equipment). We will invoice you for any such additional and bespoke services.

7.3 Charges for the Services will be payable in full to us annually in advance, within 30 days of receipt of a valid invoice from us and can be settled by credit card or bank transfer.

7.4 Any additional Charges payable in relation to claims under section 7.2 are payable (unless otherwise provided elsewhere in these Terms) upon receipt of our invoice and before the Equipment is returned. You agree and acknowledge that where we collect the Equipment prior to your payment of any such Charges, we are entitled to retain possession of such Equipment until such time as those Charges have been paid.

7.5 The Charges payable under these Terms are exclusive of any VAT or any other applicable sales tax which will be paid by you at the rate and in the manner for the time being prescribed by law. We accept payment with all major credit and debit cards except American Express.

7.6 We can suspend the services if you pay late. Without affecting any other right or remedy available to us, we may suspend the supply of Services under the contract if you fail to pay any amount due under the contract on the due date for payment.

7.7 We can charge interest if you pay late. As well as our right to suspend the Services under section 7.6, if you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending 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 may suspend provision of the Services until such time as the payment is made.

8. YOUR RIGHTS TO MAKE CHANGES

8.1 If you wish to make a change to the Service you have purchased 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 Service and 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. If we cannot make the change or the consequences of making the change are unacceptable to you, if you are a Consumer you may want to end the contract (see section 12- Your rights to end the contract).

9. OUR RIGHTS TO MAKE CHANGES

9.1 Minor changes to the Services. We may change the Service:

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.

9.2 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.

10. DELIVERY

10.1 Delivery costs. Except as set out at sections 7.2 and 7.4, there are no additional Charges for delivery.

10.2 We will supply the Services, to you until the Term expires (if applicable) or you end the contract as described in section 12 or we end the contract by Written notice to you as described in section 14.

10.3 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.

10.4 Collection by you. If you have asked to collect the Equipment from our premises, you can collect them from us at any time during Normal Working Hours.

10.5 If you are not at home when the Equipment is delivered. If no one is available at your address to take delivery and the Equipment cannot be posted through your letterbox, our carrier will inform you how to rearrange delivery or collect the Equipment from a local depot in accordance with our carrier's standard terms and conditions of delivery.

10.6 If you do not re-arrange delivery. If you do not collect the Equipment from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect the Equipment from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and section 14.2 will apply.

10.7 When you become responsible for the Equipment. Equipment will be your responsibility from the time we deliver the Equipment to the address you gave us for you or a carrier organised by you collects it from us.

11. YOUR OBLIGATIONS

11.1 How you treat your Equipment may prevent us from being able to provide the Services. To help us deliver the Services, you should:

a) ensure that proper environmental conditions are maintained for the Equipment and will maintain in good condition the accommo dation of the Equipment, the cables and fittings associated therewith and the electricity supply to the Equipment;

b) not make any modification to the Equipment without our prior Written consent;

c) keep and operate the Equipment in a proper and prudent manner in accordance with the Manufacturer's operating instructions;

d) ensure that the external surfaces of the Equipment are kept clean and in good condition and will carry out any minor maintenance recommended by the Manufacturer from time to time;

e) 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;

f) only use on the Equipment such operating systems as the Manufacturer recommends;

g) in the event of us needing to access the Location, provide us with full and safe access to the Equipment for the purposes of providing the Service; and

h) ensure that all Manufacturer's labels (such as serial numbers) are in place, accessible and legible.

11.2 We may also need certain information from you so that we can supply the Services to you, for example, your address and telephone number. If we do not have this information, we will contact you by email to ask for it. If you do not give us this informa tion 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 section 14.2 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 any delay in supplying the Services 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.

11.3 In order that we can properly provide you with the Services :

a) you agree to promptly register your equipment by providing the relevant details including product number/serial number that are required via the MendIT Registration tool (https://my.mendit.com/RegisterWarrantyNewUser.aspx). If you do not provide this information we will not be required to investigate or repair any failure or incorrect operation; and

b) **YOU MUST BEFORE SENDING THE EQUIPMENT TO US, 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.**

11.4 Before we provide the Services:

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

b) **YOU MUST MAKE A BACK-UP OF ANY DATA YOU HAVE ON THE EQUIPMENT WHICH IS TO BE THE SUBJECT OF THE SERVICES OR ANY OTHER EQUIPMENT TO BE USED IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES;**

c) you should consider making a written note of any configuration settings or information stored on the Equipment which is to be the subject of the Services or any other equipment to be used in connection with the performance of the Services; and

d) you should consider 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.

12. YOUR RIGHTS TO END THE CONTRACT

Sections 12.1 to 12.6 only apply if you are a Consumer

12.1 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 15;

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 12.2;

c) if you have just changed your mind about the Services, see section 12.3. 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 12.6.

12.2 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 9.2); or

b) there is a risk that supply of the Services may be significantly delayed because of events outside our control (see section 10.3).

12.3 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.

12.4 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.

12.5 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.

12.6 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 12.1), 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 12.7 only applies if you are not a Consumer

12.7 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 9.2 and 10.3.

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

Sections 13.1 to 13.4 only apply if you are a Consumer.

13.1 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 01282 525 561 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 your electronic certificate and, where available, your phone number and email address.

b) Online. Contact the Sales Team at sales@mendit.com; or

c) 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.

13.2 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.

13.3 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.

13.4 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.

14. OUR RIGHTS TO END THE CONTRACT

14.1 We may end the contract if you break it. We may end the contract for Services at any time by Writing to you if:

a) 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;

b) you otherwise break this contract; or

c) 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.

14.2 You must compensate us if you break the contract. If we end the contract in the situations set out in sections 10.6 or 14.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you:

a) up to thirty pounds (£30) as compensation for the net costs we will incur as a result of your breaking the contract; or

b) reasonable compensation for the net costs we will incur as a result of your breaking the contract; or

c) a percentage of the price set out in the Annex 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.

14.3 We may end this contract if we replace the Equipment. As set out in section 6.1, if we choose to replace the Equipment rather than repair it then 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.

14.4 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.

15. IF THERE IS A PROBLEM WITH THE SERVICES

15.1 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 525 561 or Write to us at repairs-admin@mendit.com and/or Junmoor Road, Off Cross Lane, Tong, Bradford, BD11 2PS.

Section 15.2 applies to Consumers only

15.2 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 13.

16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

16.1 **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.**

16.2 If you are a Consumer:

a) We are responsible to you for foreseeable loss and damage caused by us. 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 during the sales process.

b) 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 caused by the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services as summarised at section 15.2, including the right to receive Services which are performed with reasonable care.

16.3 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 our negligence, or the negligence of our 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.

b) Except to the extent expressly stated in 16.3(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.

a) one thousand pounds (£1,000); or

(b) the amount received by us for the claim under our insurance policy covering such risks provided that nothing in this section shall oblige us to obtain any insurance or claim upon any insurance which we hold.

You acknowledge that delay in notifying any claim may prevent us recovering any money under such policy.

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

16.5 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.

17. 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/pdfs/MendIT%20Privacy%20Policy.pdf. As this may be updated from time-to-time, please check this site regularly.

18. OTHER IMPORTANT TERMS

18.1 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.

18.2 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.

18.3 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.

18.4 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.

18.5 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 Services, we can still require you to make the payment at a later date.

18.6 Which laws apply to this contract and where you may bring legal proceedings. 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.

ANNEX 1: THE CHARGES

SERVICE		CHARGES
Manufacturer's Warranty Service		Included in Core Service Charge
Annual Maintenance Service		Included in Core Service Charge
Helpline		Included in Core Service Charge
Stand Ready Repair Charges	Microsoft Surface	£50
	Mobile	£40
	Laptop/tablet	£20

SCHEDULE: MODEL CANCELLATION FORM (CONSUMERS ONLY]

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

[*] Delete as appropriate

To	Inmoor Road, Off Cross Lane,ÿ Tong, Bradford, BD11 2PS Telephone: 01282 525 561ÿ Email: repairs-admin@mendit.com
I hereby give notice that I cancel my contract 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	