

1. Agreement for repair

- 1.1 The terms set out in these Conditions of Repair (“Agreement”) shall apply to the service (“Service”) we provide to repair your phone, tablet, computer and/or any accessories (“Device”).
- 1.2 Reference to “us”, “we” and “our” refer to KTM Online Limited trading as Fonehouse and references to “you” and “your” are references to you (“Customer”), the person addressed on this form.
- 1.3 Fonehouse stores are operated under licence by franchise partners, for any repair booked or repaired at a store location this agreement will be direct with the franchise partner.
- 1.4 We shall not be liable to you for any delay in our failure of performance of our obligations under this Agreement arising from any reason beyond our reasonable control.
- 1.5 Our failure to exercise or enforce our rights or the giving of any forbearance, delay, or indulgence, will not be construed as a waiver of such rights under this Agreement or otherwise.
- 1.6 This Agreement sets out the entire agreement and understanding between you and us in connection with its subject matter. This Agreement may not be amended, modified, varied, or supplemented except in writing signed by or on behalf of you and us.
- 1.7 If any part of this Agreement is found to be void or unenforceable it will be severed from the rest of the Agreement so that it is effective to the extent that it shall not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.
- 1.8 Nothing in this Agreement shall confer on any third party and benefits under the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 1.9 This Agreement shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

2. All repairs

- 2.1 This Agreement shall commence from the date you sign the form and shall continue until we have repaired or otherwise returned your Device, whichever is sooner, and received any payment due from you.
- 2.2 We shall make reasonable efforts to repair your Device subject to the availability of any parts required and/or the terms of any relevant guarantee or warranty. We shall perform the Service using our utmost care and skill.
- 2.3 We offer both high-quality after-market and OEM (genuine) parts (where possible) for the repairs of your device.
- 2.4 We perform a series of tests when booking a device in for repair. If the device is not testable during this stage, Fonehouse is not liable for any faults found therefore we shall require the passcode of your Device to test the Device before and after the Service.
- 2.5 Any time estimate for completion of the service, which may be given to you, is an estimate only and does not form any obligation under the terms of this Agreement. We will aim to return your Device as soon as reasonably possible, however, any additional repairs or off-site repairs may take at least 5 working days to be completed.
- 2.6 If we are unable to complete the Service for any reason, or the Service will incur further costs payable by you beyond that initially estimated by us, we will notify you immediately via telephone and/or email. If no fault is found on your Device or you do not accept our revised estimate, we will return your Device to you unrepaired and we reserve the right to charge you a diagnostic fee in accordance with our standard charges. Diagnostics are a chargeable, non-refundable service.
- 2.7 To complete a diagnostic or repairs it may be necessary to disassemble the device, which may result in further damage to the device. Fonehouse take no liability for any further damage to the device, because of any existing damage. Fonehouse will not cover the cost of replacement parts in any circumstances including if the device is not repairable.

- 2.8 We shall notify you when the Device has been repaired and is available for collection from the service centre. If the device has not been within 45 days, the device will be recycled.
- 2.9 We shall be entitled to keep your Device until all charges payable have been paid.
- 2.10 Use of our service may void your manufacturer's warranty. If you would like to avoid this, then please take your Device directly to the manufacturer. Please note, your manufacturer's warranty will not cover any accidental damage.
- 2.11 Fonehouse will install warranty seals following the repair. Any tampering of the seals will void the Fonehouse warranty.
- 2.12 All repairs are covered by a 12-month warranty
- 2.13 The Warranty is linked to a specific device as identified by its unique IMEI or serial number and to a specific Customer as identified by the records on our system. It will cover the Customer for any reoccurrence of the original fault and for the part replaced / repaired only, however if additional faults arise, they will not be covered under the terms of this Warranty. Furthermore, the Warranty will not cover accidental damage, nor will the cover extend should the device change ownership.
- 2.14 Warranty repairs do not cover any additional travel, postage or courier costs incurred.
- 2.15 We do not accept responsibility for any progression in damage where your Device has been repaired elsewhere prior to your repair at Fonehouse.
- 2.16 Following repair, any water proofing or resistance cannot be guaranteed
- 2.17 Customers must inspect the device before accepting it as repaired when collecting.
- 2.18 Where parts are required to be ordered for your repair, we require the repair to be fully paid before the parts are ordered and is a non-refundable service.

3. Liability

- 3.1 Our entire liability in respect of any single cause of action arising out of or in connection with this Agreement (whether for breach of contract, tort, including negligence, statute or otherwise at all) shall be limited, to the extent that the cause of action related to our supply of the Services, at our exclusive option to:
- (i) supplying the Services again
 - (ii) payment of the cost of having the Services supplied again; or
 - (iii) repaying you any amount that you have paid in respect of the services in exchange for returning your device to the to a similar condition as it was received
- 3.2 If your Device is damaged beyond economical repair as a direct result of a service or repair undertaken by Fonehouse, you are entitled to a fully functional refurbished device of equal value to your Device, based on its model and condition as received and with the original repair issue resolved.
- 3.3 Any data or information that you may have stored on the Device shall remain your sole responsibility and we accept no liability for loss or corruption of such data however caused and we therefore highly recommend that you back up your Device onto an external drive prior to commissioning our Service. It is your responsibility to keep a record of any such data.
- 3.4 Nothing in this clause 3 shall apply to limit or exclude our liability for: (i) death or personal injury resulting from our negligence; (ii) breach of any terms implied by statute; (iii) any claim arising under the Consumer Protection Act 1987; or (iv) fraudulent misrepresentation.
- 3.5 In no circumstance shall we be liable to you for any indirect or consequential loss arising out of or in connection with this Agreement, including any loss of business, revenue, profits, anticipated saving, goodwill or any other indirect or consequential loss or damage of whatsoever nature howsoever arising. This includes but is not limited to any travel or transportation costs or loss or damage to accessories.

3.6 We shall not be liable for any claim arising under this Agreement unless you give us written notice of the claim within three months of becoming aware of the circumstances giving rise to the claim or, if earlier, three months from the time you ought reasonably to have become aware of such circumstances.

4. Data Protection

4.1 We ask for your name and address and any other relevant details so that we can notify you when your Device has been repaired and provide you with an efficient after-sales service. We may also send you text messages and/or emails from time to time to alert you to new services and promotions if you have opted in to receive marketing communications. You can find more information on how we process your personal data in our privacy notice.

Declaration:

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