

EAS Computer Services

iDevice Repair Service Terms & Conditions

This page (together with our Privacy Policy which is available on request and our Website Terms of Use) tells you information about us and the legal terms and conditions (Terms) on which we provide services to you.

These Terms will apply to any contract between us for the provision of services by us to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before using our services. Please note that proceeding with any service will be taken as agreeing to these Terms. If you are unable to accept these Terms, then the service cannot be offered.

You should retain a copy of these Terms, if necessary, by printing them (or save them to your computer) for future reference.

We amend these Terms from time to time as set out in clause 6. Every time you wish to use our services, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were most recently updated in **May 2018**.

These Terms, and any Contract between us, are only in the English language.

1. DEFINITIONS

1. When the following words with capital letters are used in these Terms, this is what they will mean:
 1. (a) **Call-Out Repair Services**: a contract for repair services of your device(s) at a location of your choice between you and EAS Computer Services;
 2. (b) **Event Outside Our Control**: means any act or event beyond EAS Computer Services reasonable control;
 3. (c) **EAS Computer Services/We/Our/Us**: EAS Computer Services, whose office is at 1 Badger Way, Verwood, Dorset BH31 6JX
 4. (d) **our site**: www.eascomputerservices.co.uk;
 5. (e) **Repair Services**: any services that EAS Computer Services is providing to you from time to time;
 6. (f) **Terms**: the terms and conditions set out in this document; and
2. When EAS Computer Services uses the words "writing" or "written" in these Terms, this will include e-mail unless EAS Computer Services says otherwise.

2. INFORMATION ABOUT EAS COMPUTER SERVICES AND HOW TO CONTACT EAS COMPUTER SERVICES

1. We are based in Verwood, Dorset and our contact details are: EAS Computer Services, 1 Badger Way, Verwood, Dorset BH31 6JX
2. If you have any questions or if you have any complaints, please contact EAS Computer Services. You can contact EAS Computer Services by telephoning EAS Computer Services at 01202 821823 or by e-mailing EAS Computer Services at support@easgroupsolutions.co.uk

3. If you wish to contact EAS Computer Services in writing, or if any clause in these Terms requires you to give EAS Computer Services notice in writing (for example, to cancel the contract for services which EAS Computer Services has started to provide), you can send this to EAS Computer Services by hand, or by pre-paid post to EAS Computer Services, 1 Badger Way, Verwood, Dorset BH31 6JX, or by e-mail to support@easgroupsolutions.co.uk EAS Computer Services will confirm receipt of this by contacting you in writing. If EAS Computer Services has to contact you or give you notice in writing, EAS Computer Services will do so by e-mail, by hand, or by pre-paid post to the address you provide to EAS Computer Services.

3. USE OF OUR SITE

1. Your use of our site is governed by our website Terms of Use. Please take the time to read these, as they include important terms which apply to you.

4. HOW WE MAY USE YOUR PERSONAL INFORMATION

1. EAS Computer Services will use the personal information you provide to EAS Computer Services to:
 1. (a) provide the Repair Services;
 2. (b) process your payment where you are required to pay EAS Computer Services; and
 3. (c) inform you about similar products or services that EAS Computer Services provides, but you may stop receiving these at any time by contacting EAS Computer Services.
2. EAS Computer Services will only use your personal information in accordance with our Privacy Policy. Please take the time to read our Privacy Policy, as it includes important terms which apply to you.
3. Once our contract is complete all personal data is deleted or destroyed in line with GDPR regulations.

5. REPAIR SERVICES

1. These are the terms and conditions on which EAS Computer Services supply Repair Services to you.
2. If you are a consumer, you may only purchase Repair Services from EAS Computer Services if you are at least 18 years old. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you wish to purchase Repair Services from EAS Computer Services.
3. If you wish to place an order with EAS Computer Services by telephone, email, any electronic message service (for example WhatsApp / Facebook Messenger) or in person, you agree that your order constitutes an offer by you to purchase the Repair Services in accordance with these Terms. EAS Computer Services acceptance of your order will take place when EAS Computer Services issues an order confirmation at which point a contract comes into existence between us and these Terms will become binding on you and EAS Computer Services.
4. Any quotation given by EAS Computer Services shall not constitute an offer by EAS Computer Services to provide Repair Services.
5. If you are not a consumer, you agree that these Terms apply to the contract between you and EAS Computer Services to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

6. CHANGES TO ORDER OR TERMS

1. EAS Computer Services amends these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.
2. Every time you order Repair Services from EAS Computer Services, the Terms in force at the time of your order will apply to the contract between you and EAS Computer Services.
3. EAS Computer Services may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements.
4. You may make a change to the order for Repair Services at any time before the start date for the Repair Services by contacting EAS Computer Services. Where this means a change in the total price of the Repair Services, EAS Computer Services will notify you of the amended price in writing. You can choose to cancel the order in accordance with clause 15.1 in these circumstances.

7. REPAIR CONDITIONS

1. By placing an order, you:
 1. (a) authorise and consent to EAS Computer Services to perform the Repair Services on your device(s);
 2. (b) acknowledge that whilst EAS Computer Services are trained repair specialist, EAS Computer Services is not an authorised service provider for any manufacturer of any brand of device and has no affiliation with any device manufacturer;
 3. (c) agree to release, indemnify, and hold EAS Computer Services and its technicians from liability for any claims or damages of any kind or description that may arise from any repair work performed on your device(s), unless it is caused by EAS Computer Services negligence;
 4. (d) agree that where the Repair Services relate (in any way) to liquid damage on your device(s), the warranty in clause 12 does not apply to any liquid damaged device(s);
 5. (e) agree that any data or information that you may have stored on your device(s) shall remain your sole responsibility and EAS Computer Services accepts no liability for loss, deletion, amendment to or corruption of such data howsoever caused and EAS Computer Services therefore highly recommends that you back up your device(s) prior to allowing EAS Computer Services to work on your device(s);
 6. (f) agree that you are responsible for removing any SIM and/or memory cards on your device(s) and EAS Computer Services shall not in any event be liable for any data loss, corruption, deletion, or alteration, and hardware or software failure;
 7. (g) acknowledge that any Repair Services rendered by EAS Computer Services may void manufacturer warranties for your device(s), and that EAS Computer Services does not assume any liability or warranty if the manufacturer warranties are voided. If you do not wish to void your warranty, you should not place on order with EAS Computer Services and take your device(s) to the relevant manufacturer;

8. (h) agree that it is your responsibility to inform EAS Computer Services accurately with regard to the model description and condition of your device(s), as well as whether any modifications or repairs have previously been attempted or completed on your device(s). EAS Computer Services will perform a check-in diagnosis of your device(s) to evaluate its/their condition. If the device(s) are in noticeably different condition than previously described, you agree that additional charges may apply which EAS Computer Services will advise you of before proceeding;
9. (i) where the Repair Services involve the repair of water proof devices, EAS Computer Services cannot guarantee the device(s) will remain water proof following completion of the Repair Services.

8. LIQUID DAMAGE REPAIRS

1. Where any part of the Repair Services include liquid damage repairs it is agreed that:
 1. (a) whilst EAS Computer Services will use reasonable endeavours to repair your device(s) there is no guarantee of success, and accordingly, EAS Computer Services shall have no liability for failing to repair any liquid damaged device;
 2. (b) the warranty in clause 12 shall not apply to any liquid damaged device; and
 3. (c) EAS Computer Services no fix-no fee policy (set out in clause 10.2 below) shall not apply.

9. DIAGNOSTIC SERVICES

1. Where any part of the Repair Services include EAS Computer Services diagnostic services it is agreed that:
 1. (a) the charges for the diagnostic services are payable regardless of the outcome and accordingly, EAS Computer Services no fix-no fee policy (set out in clause 10 below) shall not apply;
 2. (b) where EAS Computer Services diagnoses the fault with your device(s), EAS Computer Services will advise you of the cost to repair your device(s). If you wish to proceed with the repair of such device(s), a new contract will come into existence between you and EAS Computer Services on the basis of these Terms provided that EAS Computer Services agrees to deduct the diagnostic fee paid by you from the cost of the Repair Services; and
 3. (c) where EAS Computer Services considers that the device(s) is/are not repairable, the fee for the diagnostic service remains payable to EAS Computer Services for carrying out the diagnostic services.

10. NO FIX-NO FEE, AND PRICE AND PAYMENT

No Fix-No Fee

1. Subject to clause 10.2, EAS Computer Services operates a “no fix-no fee” policy towards the repair of your device(s) which means that if EAS Computer Services does not repair a device, then you do not pay a charge in relation to the device that has not been repaired. EAS Computer Services will have no liability to you if it unable to repair your device(s), as EAS Computer Services cannot guarantee that your device(s) are capable of repair.

2. EAS Computer Services “no fix-no fee” policy does not apply:
 1. (a) where the Repair Services include EAS Computer Services diagnostic services; or
 2. (b) where the Repair Services include liquid damage repairs; or
 3. (c) to any element of the Repair Services which have been completed. For example, if your device requires a screen replacement (completed successfully) and fixing the power button (not completed), the “no fix-no fee” policy would apply to the costs of repairing the power button, but you would still be required to pay for the screen repaired.
3. Where EAS Computer Services “no fix-no fee” policy applies, EAS Computer Services shall refund any sum previously paid by you to EAS Computer Services (less, the postage costs of returning the device(s) to you).

Price and Payment

4. The price quoted to you for the Repair Services in respect of each device is an indicative non-binding quote issued by EAS Computer Services based upon information provided by you in relation to each relevant device, including, for example, the fault on the relevant device(s). Accordingly, any such indicative price quotes are subject to detailed verification of each device.
5. On receipt of your device(s), EAS Computer Services will check your device(s). If there is any change to the indicative price quoted to you for any applicable device (for example, because the information you have provided to EAS Computer Services about the defect/fault in your device(s) is incorrect; and/or if EAS Computer Services identifies additional defects with your device(s); and/or if you have booked a particular repair (for example, the device(s) won't charge up but EAS Computer Services discovers that the actual repair required is a different repair (for example a new screen); and/or EAS Computer Services made a mistake in its pricing), EAS Computer Services will notify you to establish whether or not you wish to proceed at the increased cost. Any such increased charge shall only be payable if you agree to such additional price. If you do not agree to the additional price, EAS Computer Services shall not perform the Repair Services and shall have no liability to you whatsoever other than to refund any sum previously paid by you to EAS Computer Services relating to the Repair Services (less the postage costs of returning the device(s) to you).
6. Where you do not have a credit account with EAS Computer Services with sufficient credit, EAS Computer Services will ask you to make an advance payment of 100% of the price of the relevant services. Your rights to a refund or cancellation are set out in clause 15 and you must pay each invoice in cleared funds using any method specified on our site.
7. Where you have a credit account with EAS Computer Services with sufficient credit available, you must pay each invoice rendered by EAS Computer Services within 7 days of the date of the invoice in cleared funds without any reduction, deduction or set-off.
8. Please note: EAS Computer Services are not VAT registered therefore no prices quoted to you include VAT.

9. If you do not make any payment due to EAS Computer Services by the due date for payment, EAS Computer Services may:
 1. (a) charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of HSBC Bank plc from time to time. This interest shall 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 EAS Computer Services interest together with any overdue amount; and/or
 2. (b) retain your device(s) and charge an additional fee (being the charges set out on our site) for storage of your device(s) until all payments due have been paid in full.

11. WARRANTY AND IF THERE IS A PROBLEM WITH THE SERVICES

1. Exceptions as provided by this Clause 11, EAS Computer Services Repair Services are backed by a 12 month parts and labour warranty unless otherwise stated. This warranty does not apply to diagnostic services or liquid damage repairs.

Scope of Warranty

2. Please note that that the warranty in clause 11.1 is limited to:
 1. (a) screen/LCD and any other repaired or replaced parts that malfunction, or do not work as intended or designed; and/or
 2. (b) the parts and/or services that were paid for by you to EAS Computer Services. If only parts were purchased, this warranty is limited to the replacement of the parts in accordance with clause 12. If parts and repair services were purchased from EAS Computer Services, the warranty extends to cover the labour cost of part replacement and any other repairs specifically resulting from the initial repair, except in the situations outlined below.
 3. (c) 12 months from the date of the original repair. If subsequent work is carried out as part of the warranty this does not extend the warranty. For example, if a warranty repair was done 3 months after the original repair the warranty would still end 12 months after the date of the original repair.

What the warranty does not protect against

3. The warranty in clause 11.1 **does not** protect against any of the following relating to any relevant device which is the subject of the Repair Services:
 1. (a) any mishandling that causes subsequent damage to the relevant device(s);
 2. (b) water or other liquid damage;
 3. (c) damage or faults resulting from attempted customer or third party repairs at any time;
 4. (d) software issues unrelated to the repair and/or any damage resulting from viruses or other malicious pieces of software that may have been transmitted during servicing or escaped detection;

5. (e) any jail broken or “rooted” device;
 6. (f) water proof devices, as EAS Computer Services cannot guarantee the device(s) will remain water proof following the Repair Services;
 7. (g) new damages unrelated to the original Repair Services; and/or
 8. (h) any loss of data occurring as a result of the repair - customers are advised to back up all data on the device(s) to be repaired prior to the repair. EAS Computer Services does not accept any liability for data or software which is lost, corrupted, deleted or altered during repair. You accept full responsibility for all software and data on your device(s) and EAS Computer Services is not required to advise or remind customers of appropriate backup and other procedures.
4. The warranty in clause 11.1 **does not** cover the outcome of the Repair Services if certain pre-repair conditions exist in relation to the relevant device the subject of the Repair Services, including:
1. (a) existence of known manufacturing and/or performance issues related to the device(s) which is separate from the Repair Services, as noted prior to the Repair Services;
 2. (b) device manufactures operating system updates which may cause performance issues or failure to 3rd party components;
 3. (b) water or other liquid damage;
 4. (c) any jail broken or “rooted” device(s);
 5. (d) pre-existing damage or faults resulting from attempted customer or third party repairs at any time;

Non-Transferable warranty

5. The warranty in clause 11.1 is only valid only for the specific device(s) repaired under the Repair Services and the original customer; it is not transferable across devices or if the relevant devices is sold or given to another person.

Damage caused by EAS Computer Services

6. If any relevant device is irreparably damaged as a direct result of a repair attempted by EAS Computer Services and payment has been rendered by you, you are entitled to either a manufactures repair or a fully functional refurbished device of equal or greater value of the damaged device based on its model and condition as received and with the original repair issue resolved, or the monetary equivalent of fair market value of the device in that condition as determined by EAS Computer Services. If payment was not rendered for the Repair Services, the repair price shall be deducted from the value of the relevant repair, device, or a refurbished device of the same damaged condition as received shall be offered. In order to receive a replacement device, the relevant damaged device must be rendered to EAS Computer Services with any security features removed (ie removal of device from Apple ID)

7. In the unlikely event that there is any defect with the Repair Services which is covered by the warranty in clause 11.1:
 1. (a) please contact EAS Computer Services and tell EAS Computer Services as soon as reasonably possible after becoming aware of any defect;
 2. (b) please give EAS Computer Services a reasonable opportunity to repair or fix any defect; and
 3. (c) EAS Computer Services will use every effort to repair or fix the defect within 5 working days.

You will not have to pay for EAS Computer Services to repair or fix a defect with the Repair Services under this clause 11.7.

8. If you are a consumer, you have legal rights in relation to Repair Services not carried out with reasonable skill and care, or if the materials EAS Computer Services uses are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

12. PARTS WARRANTY

1. As part of the Repair Services provided to you, EAS Computer Services may provide you with replacement parts ("**Parts**") and accessories ("**Accessories**") supplied by third parties.
2. EAS Computer Services warrants to you that from the date the Parts or Accessories are provided to you and for a period of 12 months thereafter ("**Warranty Period**"), each Part and Accessory provided to you as part of the Repair Services will be materially free of manufacturing defects. EAS Computer Services sole obligation, and your sole remedy, under this warranty is limited to, at EAS Computer Services sole discretion, either repair or replacement of the defective Part or Accessory. This warranty is non-transferable.
3. EAS Computer Services obligations under the warranty in clause 12.1 is conditional on your prompt notification to EAS Computer Services of any warranty claim and complying any warranty procedures provided to you.
4. The warranty under clause 12.1 specifically excludes:
 1. (a) any Part or Accessory that was altered, repaired, or modified by a party other than EAS Computer Services or without EAS Computer Services prior written consent;
 2. (b) any defects, damage or errors that (1) occurred after shipping by EAS Computer Services, (2) were the result of improper testing, installation, storage, mishandling, abuse, misuse, accident or causes other than ordinary use of the Part or Accessory, or (3) use of the Part or Accessory in conjunction with another product which is incompatible, or of an inferior quality;
 3. (c) warranty claims by any individual other than you, or warranty claims after the Warranty Period; and
 4. (d) any warranty claim for which EAS Computer Services determines that there is no defect in the returned Part or Accessory.

13. EAS COMPUTER SERVICES LIABILITY TO YOU

1. If EAS Computer Services fails to comply with these Terms, EAS Computer Services is responsible for loss or damage you suffer that is a foreseeable

result of EAS Computer Services breach of the Terms or EAS Computer Services negligence.

2. To the extent permitted by law, EAS Computer Services shall have no liability to you for any: loss or damage that is not foreseeable; loss of profits; loss or corruption of data; loss of business; loss for any error or interruption of any use; loss of interruption; loss of business opportunity; loss or damage to property; or cost of procurement of substitute foods, services or technology.
3. You agree that if any device is lost or damaged further than the condition it was released to EAS Computer Services in, EAS Computer Services liability to you will be limited to the cost of repair or replacement of the relevant device in its condition at the time of transfer to EAS Computer Services based on current fair market value. EAS Computer Services liability for damages from any cause when it comes to repairing the relevant device is limited to the cost of the Repair Services or a comparable replacement device.
4. To the extent permitted by law, EAS Computer Services total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in any event be limited to £500 per device.
5. Nothing in this clause 13 shall apply so as to limit or exclude EAS Computer Services liability for: (a) death or personal injury resulting from EAS Computer Services negligence; (b) breach of any terms implied by statute; (c) any claim arising under the Consumer Protection Act 1987; or (d) fraudulent misrepresentation.
6. EAS Computer Services shall not be liable for any non-warranty related claim arising under this contract unless you give EAS Computer Services written notice of such claim within three (3) months of becoming aware of the circumstances giving rise to such claim or, if earlier, three (3) months from the time you ought reasonably to have become aware of such circumstances. This clause shall not affect your statutory rights.

14. EVENTS OUTSIDE OUR CONTROL

1. EAS Computer Services will not be liable or responsible for any failure to perform, or delay in performance of, any of EAS Computer Services obligations under these Terms that is caused by an Event Outside Our Control.
2. If an Event Outside Our Control takes place that affects the performance of EAS Computer Services obligations under these Terms:
 1. (a) EAS Computer Services will contact you as soon as reasonably possible to notify you; and
 2. (b) EAS Computer Services obligations under these Terms will be suspended and the time for performance of EAS Computer Services obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects EAS Computer Services performance of Repair Services to you, EAS Computer Services will restart the Repair Services as soon as reasonably possible after the Event Outside Our Control is over.

15. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

1. Before EAS Computer Services begins to provide the Repair Services, you have the following rights to cancel an Order for Repair Services, including where you choose to cancel because EAS Computer Services is affected by

an Event Outside Our Control or if EAS Computer Services changes these Terms under clause 6 to your material disadvantage:

1. (a) you may cancel your Order at any time before EAS Computer Services has started the Repair Services by contacting EAS Computer Services. EAS Computer Services will confirm your cancellation in writing to you; and
 2. (b) you cannot cancel your Order once EAS Computer Services has started the Repair Services;
 3. (c) if you cancel an Order under clause 15.1 (a) and you have made any payment in advance for Repair Services that have not been provided to you, EAS Computer Services will refund these amounts less the postage cost incurred by EAS Computer Services to return the device(s) to you.
2. Where you have cancelled an Order because of EAS Computer Services failure to comply with these Terms (except where EAS Computer Services has been affected by an Event Outside EAS Computer Services Control in which case clause 15.1 shall apply), you do not have to make any payment to EAS Computer Services.

16. OTHER IMPORTANT TERMS

1. EAS Computer Services may transfer EAS Computer Services rights and obligations under these Terms to another organisation, and EAS Computer Services will always notify you in writing if this happens (except where EAS Computer Services uses a sub-contractor to perform the Repair Services), but this will not affect your rights or EAS Computer Services obligations under these Terms.
2. You may only transfer your rights or your obligations under these Terms to another person if EAS Computer Services agrees in writing.
3. This contract is between you and EAS Computer Services. No other person shall have any rights to enforce any of its terms.
4. 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.
5. If EAS Computer Services fails to insist that you perform any of your obligations under these Terms, or if EAS Computer Services does not enforce EAS Computer Services rights against you, or if EAS Computer Services delays in doing so, that will not mean that EAS Computer Services has waived EAS Computer Services rights against you and will not mean that you do not have to comply with those obligations. If EAS Computer Services does waive a default by you, EAS Computer Services will only do so in writing, and that will not mean that EAS Computer Services will automatically waive any later default by you.
6. If you are not a consumer:
 1. (a) these Terms and any document expressly referred to in them constitutes the entire agreement between you and EAS Computer Services and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter;
 2. (b) you acknowledge that in entering into this contract you do not rely on any statement, representation, assurance or warranty (whether

made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them; and

3. (c) you and EAS Computer Services agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.
7. These Terms are governed by English law. You and EAS Computer Services both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
8. EAS Computer Services Gift Cards are non-refundable and valid for 12 months from date of purchase and are redeemable for services stated on the gift card.
9. Any devices that are not collected from us after 6 months will be disposed of.