



MobiTech

Mobitech Group Limited

Registered In England and Wales under company number: 10713548

35 Jasmine Gardens, Swallownest, Sheffield, S26 4QD

THESE ARE THE TERMS AND CONDITIONS THAT APPLY TO ALL SERVICES SUPPLIED TO THE CUSTOMER BY MOBITECH GROUP LIMITED REGISTERED IN ENGLAND AND WALES UNDER COMPANY NUMBER 10713548. IT IS IMPORTANT THAT YOU READ THESE TERMS AND CONDITIONS BECAUSE THEY INCLUDE EXCLUSIONS AND DISCLAIMERS IN RESPECT OF LIABILITY AND LOSS ARISING FROM THE SERVICES SUPPLIED BY MOBITECH GROUP LIMITED AS OF 1ST APRIL 2023

All contracts formed between Mobitech Group Limited and Customers shall be governed by, and construed in accordance with English Law.

Any disputes not resolved by the normal complaints procedure will be resolved exclusively in the courts of England & Wales under English Law.

These terms and conditions do not affect your statutory rights.

We reserve the right, at our discretion, to refuse to supply services you order or request.

Once you book an appointment using our online booking service and/or allow Mobitech Group Limited to commence work on your device, you agree to the following Terms and Conditions.

1. PAYMENTS AND BOOKINGS

- 1.1 We accept cleared payments through PayPal, bank transfer & Chip & Pin Debit & Credit Card Payments – Payments through Paypal will incur an additional charge of 3.5%.
- 1.2 Cash on collection is also accepted.
- 1.3 If you bring a device to us which shows no signs of life, we reserve the right to charge a £10 assessment/labour fee if we can repair the device but you choose not to have the repairs completed.
- 1.4 If you choose the Mobile On-Site Repair service, payment can be made in cash or on credit/debit card (depending on the strength of mobile phone signal, we may have to call a Mobitech store to process the payment over the phone – Your details will not be written down or stored.
- 1.5 If under guarantee you return a device for repair and we do not find a fault that relates to the original repair we carried out, full price will be charged for the new repair that is required.
- 1.6 It is possible that the eventual price to repair the unit will be higher than the estimated price (for example, if the information provided was inaccurate, or if your unit has other faults). On these occasions you will be contacted via email or phone/text if we can not inform you in person to authorise a new repair quotation.
- 1.7 No additional charges will be made without prior notice given to the customer.

- 1.8 Your device will be held for a maximum of 30 days after it is repaired, deemed beyond economical repair or requiring a re-quote. We will make reasonable attempts to contact you by phone and/or email a minimum of 3 times if we hold valid contact details for you. If you have not made payment and/or collected your device within 30 days, the unit becomes the property of Mobitech Group Limited and will be auctioned or stripped of parts to recover our costs.
- 1.9 There is no charge if the unit cannot be repaired. If the unit can be repaired but you decide to not go ahead with the repair(s), there will be a £10 diagnosis fee. If using the mobile on-site service we will still implement the call-out charge if the device can not be repaired.
- 1.10 Mobitech Group Limited reserve the right to cancel or change bookings made by the customer at any time.
- 1.11 If the customer cannot attend a booking, then failure to cancel the booking, or contact Mobitech Group Limited at least 30 minutes prior to the appointment, will result in a £10.00 cancellation fee plus any applicable call out fees if using the mobile service, invoiced through email and/or by post to the name and address provided on the booking.

2. POSTAL REPAIRS

- 2.1 We use Royal Mail Next Day Special Delivery charged at £10 and Royal Mail Recorded Signed For Delivery at a cost of £6.00 to cover the postal cost and packaging. The service chosen is down to the customer at checkout. If the customer chooses the Royal Mail Signed for Service, they accept that the insurance cover provided by Royal Mail once in transit is to a maximum of £50. Any item which is lost in transit is not the responsibility of Mobitech Group Limited and they will not be held liable for the cost of replacing the unit in this circumstance.
- 2.2 Any devices shipped to the customer must be examined as soon as the item is received. In case of any damaged or lost devices the customer must inform us immediately or within 24 hours via email: repairs@mobitech-group.co.uk. Any packaging must be kept for inspection at a later date. You will be asked to sign for the items to confirm their receipt.
- 2.3 Customers are required to provide a full and correct return address when placing the order.
- 2.4 Please note Mobitech Group Limited will not take responsibility for any delays or lost items due to incorrect customer details.
- 2.5 Before we can consider a delivery as lost, we ask that you allow 15 working days from the day of dispatch before contacting us.
- 2.6 It is possible that the eventual price to repair the unit will be higher than the estimated price (for example, if the information provided was inaccurate, or if your unit has other faults). On these occasions you will be contacted via email or phone to authorise a new repair quotation.
- 2.7 **PLEASE NOTE** that customer is required to make the payment after the repair is completed within 10 days of notification. Failing to do so will result in a payment reminder, and administration and storage fees of £10.00 will apply.
- 2.8 If you complete a payment through the website through Paypal and subsequently choose to cancel the repair request please note a refund will be processed, but a 4% charge will be retained to cover PayPal processing fees which are non refundable.
- 2.9 If you post your device to us after completing checkout and the you decide not to proceed with the repair or the device is not repairable all postage charges are non refundable.

3. TURNAROUND TIME

- 3.1 We aim to complete the repair process within the time stated on our website, and most repairs will be completed within this period, but we cannot guarantee this time period due to unforeseen circumstances
- 3.2 If there are subsequent additional repairs to be made, then the time and payment may vary.

4. REPAIRS & GUARANTEE

- 4.1 Any repairs made to customers equipment will be repaired at no extra cost should it fail with the same part failure within 60 days so long as the device has NOT BEEN OPENED BY THE CUSTOMER OR A THIRD PARTY. We have a process which will enable us to assess whether this has occurred. THIRD PARTY does include the original manufacturer of the item.
- 4.2 In the case of a replacement part being issued under a guarantee claim, the replacement part will not have a new warranty applied to it. The warranty will still be in place for the original repair. For example, if the original repair was completed on 1st January 2015, the 60 day warranty would expire on 2nd March 2015 – if a warranty claim was made on 1st March 2015, an additional 60 days would not be provided, therefore your warranty for the replacement part would also end on the 2nd March 2015 as per the original repair.
- 4.3 Guarantee excludes faults relating to physical or accidental damage to a customer's device. This includes any cracks to screens or damage to the LCD
- 4.4 In the case of water damaged devices, because of the specific, unpredictable nature of the damages no guarantee or warranty will be provided following repair.
- 4.5 If a customer does not provide their passcode or the device is blocked by other security, we are unable to check the device is fully functioning. We, therefore, we will not be able to provide a full guarantee.
- 4.6 Guarantees do not cover loss or damage due to negligence, accidents, theft, flood, fire, earthquakes, electrical storms or any other act of God or any war related events.
- 4.7 For any repairs where the part to be fitted is provided by the customer, the work done will be on a labour only basis, and will not carry any warranty or guarantee. Any part defects are the responsibility of the customer. Once the device is left for repair the part provided will be fitted regardless of quality. If the part is found to be defective, the fitting charge will still apply and the option to have a part provided by Mobitech Group Limited will be offered if applicable.
- 4.8 We do outsource work to a third party company where board level component repairs are required. in these instances the work is covered by a 7 day warranty only.
- 4.9 In the case of the Mobile Call-Out Service we will return on-site free of charge to remedy any defective parts covered under our 60 day guarantee period. If we attend and the fault is not related to the original repair or is a result of end-user error, a call-out fee will be due according to your location and any further repairs will be chargeable. We have full rights to retain your device until any payments due are made.

5. RETURNS AND REFUNDS

- 5.1 If a device is returned to us under guarantee please note that we reserve the right to refuse the guarantee return due to physical damage caused by the customer following the initial repair.
- 5.2 Where the device requires an additional repair, and the customer chooses not to proceed, or it is too expensive to complete, no refund will be issued due to the original successful repair done.
- 5.3 All diagnosis and water damage treatment fees are non-refundable.

- 5.4 If you use the postal option and send a device back to us under the repair guarantee, the cost of the postage to send the unit to us will be covered by you. However we will return the unit to you free of charge if a problem is found. If the problem is not related to the original fault or no fault is found, return postage charges will apply as referred to in clause 2.1. Only repairs which were originally purchased through the postal service will have return postage paid for by Mobitech Group Limited. If you originally brought the item to us at our premises and choose to send the phone to us for a guarantee repair via post, we will require you to make payment for the return postage before we return it to you.
- 5.5 All Returns under the Guarantee must be accompanied with the original receipt issued to you following the initial repair as this is your proof of repair and also your guarantee. If the original receipt can not be provided you will not be entitled to ANY free of charge replacements or corrections. In the case that the original receipt cannot be provided, all repairs will be fully chargeable. Guarantees will only be honoured if the original receipt is issued. Records of bank statements or other forms of payment proof will not be accepted under any circumstances, as this will not show the exact repair carried out. Only the receipt issued will show a record of exactly what repair was carried out, and this is what we will base our 60 day guarantee on. In the case of the Mobile On-Site Service, we may request proof of the repair prior to attending – this could include requesting an e-mail or photograph of the receipt.
- 5.6 All Devices which are repaired by Mobitech Group Limited are security marked internally to ensure that any device brought back to us under warranty allows us to establish that the item being presented has been previously repaired by us.
- 5.7 Any devices returned under warranty that are subsequently found to be fraudulent claims will be subject to a £20 diagnosis fee.
- 5.8 For Postal Repair Warranty Claims - Any claim must be registered in writing by e-mail or by telephone. The device must be sent back to Mobitech Group Limited as soon as possible but not later than 48 hours after you have noticed a fault, unless agreed with Mobitech Group Limited. You must also make all reasonable attempts to ensure that the device does not suffer any further damage, if day to day use could cause further damage, then you should stop using the device immediately and send the device to Mobitech Group Limited, as damage caused by further use will not be covered by the warranty period, and the customer will be liable for all costs to repair the device.
- 5.9 Once you have logged a warranty claim with us, either by e-mail or telephone, we will require the phone to be returned to us within 48 hours to prevent any further damage. Should an item become further damaged due to user error (examples of this are trying to fix the device yourself, taking to a 3rd party repairer, continuing to use the device knowing this could cause further damage or trying to push the screen or buttons back in place if applicable before returning to us) will have their warranty void. If you are unable to bring the device back for assessment within 48 hours, this must be agreed with a representative of Mobitech Group Limited. In the case of the Mobile On-site service we will require access to the device within 48 hours of being notified of a fault. If this is not possible, we may require you to bring the device direct to us.
- 5.10 Once an unlocking service has been ordered and paid for, we are unable to offer any refunds or cancel these orders. We will only refund the payment if the unlock is unsuccessful. We use a third party supplier for our unlocking service, once we have submitted the order, payment is made on your behalf and is non refundable unless the unlock cannot be completed.

6. DISCLAIMER

- 6.1 The Customer shall back up all data stored on the device to be repaired before submitting or returning the device for repair.
- 6.2 Mobitech Group Limited does not accept any liability for data or software which is lost, corrupted, deleted or altered during repair. The Customer accepts full responsibility for Customer software and data and Mobitech Group Limited are not required to advise or remind customers of appropriate backup and other procedures. We will do our utmost to retain any data.
- 6.3 Mobitech Group Limited does not accept responsibility for any further faults that occur during the repair. (i.e. Some units may have logic board damage and will power on. Once the unit is dismantled to replace a part e.g. cracked screen, the board can develop a fault and fail to power on). In the case of devices brought to us with Water Damage, the customer fully accepts that in cases where the device may be showing signs of working prior to repair that once the device is opened and parts removed this may cause the board to short circuit because of the corrosion that occurs in the hours after being exposed to liquid. Mobitech Group Limited will not be held liable should this occur.
- 6.4 Mobitech Group Limited have permission from the customer to replace assemblies or components with devices of similar, or better design and capability.
- 6.5 Mobitech Group Limited have unconditional permission from the customer to carry out work on the equipment in need of repair.
- 6.6 Mobitech Group Limited cannot be held responsible for issues which may occur after manufacturer software updates. We will ensure that all replacement parts work with the latest software available at the point of installation. If subsequent software updates are released which cause the device to not function as expected, we will not accept any liability for this, and no refunds or exchanges will be granted. Please note that your warranty does not apply when issues are caused by a 3rd party software update for which Mobitech Group Limited have no control.
- 6.7 Please be aware that with devices with finger print touch recognition and/or Face ID recognition, in rare cases, the finger print touch recognition and/or Face ID may not function after repair, unfortunately if this is the case, no liability will be accepted by Mobitech Group Limited.
- 6.8 Please be aware that for Apple devices with the Truetone capability, whilst during a screen repair we will try to transfer the data across from your original screen to the new screen, in some occasions the phone will not recognise the data on the new screen and the Truetone option will no longer display on the device.
- 6.9 For iPhone Rear Glass Repairs we use a laser to debond the glass from the frame. Whilst we will try to reduce the impact of any removal indentations or scratching around the main frame or camera lens this is a high possibility and as such you should only proceed with a repair if you accept that cosmetic imperfections around the external frame and camera lens may exist following repair.
- 6.10 Devices repaired by Mobitech Group Limited are only covered for faulty workmanship on parts, and for parts that fail due to manufacturing defects. This guarantee does not cover failure from "fair wear and tear".
- 6.11 Please note that any phone which is designed to be waterproof by the manufacturer will not be waterproof after a repair has been completed and as such any damage subsequently caused to the device from water/liquid after repair by Mobitech Group Limited will not be covered under the guarantee of work, and as a result Mobitech Group Limited will not be held liable for any damage caused following repair.
- 6.12 When replacing the back glass of an iPhone which requires a laser procedure to remove, there is a risk of damage being caused either to the flash light or the front screen dependant on the severity of damage caused to the back glass. In these circumstances Mobitech will

cover the cost of replacement of either of these parts, however will not be liable for any system notification advising of a non genuine screen part. Please do not proceed with a laser back glass repair if you do not accept this possibility.

7. COMPLAINTS

7.1 We intend to satisfy all of our customers, and our complaint resolution system helps us to ensure that our customers are very satisfied, even when things may go wrong.

If you have a complaint, please contact us either by email or by letter. Upon receipt of your complaint, we will investigate to see what went wrong so that we can resolve it to your satisfaction, and to avoid reoccurrence in the future. We undertake to:

Acknowledge complaints within 5 working days

Advise you how long it will take to resolve the complaint

Keep you informed throughout the process