



## SURE (ISLE OF MAN) LIMITED EQUIPMENT REPAIR TERMS & CONDITIONS

Sure (Isle of Man) Limited (“**Sure**”) offer a managed repair service (the “**Service**”) to assist you with getting your mobile handset device(s) (the “**Handset(s)**”) and/or other electronic equipment (together with the Handset, the “**Equipment**”) repaired or replaced by a third-party repair company authorised by the manufacturer to carry out repairs on Equipment purchased from a Sure retail or online store. The repair agent selected by Sure is Amsys Limited, a private limited company with registered number 2052274 and having its registered address at Byron House, 2a Lower Road, Kenley, London, CR8 5NB (the “**Repair Agent**”).

**These Service Specific Terms and Conditions (“Terms and Conditions”) should be read in conjunction with the Sure General Terms and Conditions located at [www.sure.com](http://www.sure.com), both of which apply and which form the “Agreement” for the purpose of these Terms and Conditions. Where there is conflict these Service Specific Terms and Conditions supersede the Sure General Terms and Conditions.**

### 1. **Scope of Repair Work**

- 1.1. By accepting these Terms and Conditions, you authorise Sure to instruct the Repair Agent to carry out the repairs on Equipment in accordance with these Terms and Conditions and subject to the manufacturer’s warranty (if applicable).
- 1.2. The Repair Agent will not investigate any Equipment unless you supply sufficient proof of purchase to us. We reserve the right at our sole discretion to decide whether purchase of the Equipment has been proved by you.
- 1.3. The Service will be conducted only on computer hardware, Handsets and/or accessory hardware components manufactured by Apple and Samsung and will not be provided on any software provided with the Equipment.
- 1.4. The decision as to whether Equipment can be repaired or replaced is solely at the discretion of the Repair Agent and the Repair Agent will decide whether the Equipment is eligible under the manufacturer’s warranty. Where the Equipment is not eligible under the manufacturer’s warranty, to the extent permitted by applicable law, such Equipment shall be repaired by the Repair Agent, solely at its discretion.

### 2. **The Service**

#### **Fees:**

- 2.1. In order to obtain a diagnostic test and quotation for repair, we will arrange for the delivery of your Equipment to and from the Repair Agents. **No transport, diagnostic or repair fees shall be payable for Equipment which is covered by the manufacturer’s warranty. All other repairs shall be subject to the fees explained at paragraphs 2.3 and 2.4 below.**
- 2.2. Upon receipt of the Equipment for repair, the Repair Agent will carry out diagnostic tests to verify the warranty and fault status and confirm whether the manufacturer’s warranty applies, or it shall issue a quotation for the repair work.
- 2.3. If on receiving the quotation you decide not to carry out the repair work, you will still be required to pay the Repair Agent’s diagnostic and transport fee of up to £100 (the “**Diagnostic and Transport Fee**”). This fee represents work and services incurred to transport, review, test, evaluate and diagnose alleged or actual Equipment defects, and to issue a quote of estimated fees to be incurred for services and

parts needed to rectify such defects. The Diagnostic and Transport Fee is chargeable and payable by you whether or not you ultimately instruct the Repair Agent to service the relevant Equipment. The Diagnostic and Transport Fee is not payable for Equipment which is covered by the manufacturer's warranty.

- 2.4. **The Transport and Diagnostic Fee is an upfront fee. All other invoices for the Service are payable in advance and all charges from the Repair Agent shall be passed on to you and itemised in your invoice.**
- 2.5. A quotation will only be valid for seven (7) days, unless otherwise specified in the quotation. If you do not communicate acceptance of a quotation to Sure in writing (includes email) within that period, we may assume that the quotation has been rejected.
- 2.6. All quotations are subject to availability of the necessary parts and components at the time of acceptance. If the need for additional work becomes apparent after work has commenced the Repair Agent may suspend the Service and submit a revised quotation. If you accept such revised quotation, it shall take the place of the original quotation. If you do not wish to proceed because of the revised quotation, you shall be liable to pay for the previously quoted repair services and parts rendered by the Repair Agent to the date of the revised quotation.
- 2.7. Repairs will not commence until you have confirmed to us that you accept the quotation, that you wish to proceed with the repair work and payment has been made and received.
- 2.8. Where Equipment is not eligible under the manufacturer's warranty, and Equipment is repaired by the Repair Agent, the parts and components provided by the Repair Agent to carry out the repair will be warranted for defect for 90 days following completion of the repair service (the "**Repair Agent Warranty**"). This Repair Agent Warranty will not apply to damage, whether intentional or accidental, not caused directly by the Repair Agent.

**Replacement Handset:**

- 2.9. Subject to availability we can, upon request, lend another Handset to you for use while you wait for your Handset to be repaired. Certain Handsets will require payment of a deposit.
- 2.10. We cannot guarantee that the Handset provided to you on loan will be of similar value, make, model or functionality as the Handset being sent for repair.
- 2.11. You are responsible for the loan Handset until it is returned to Sure and we reserve the right to claim for any loss or damages to the loan Handset howsoever caused. This includes but is not limited to; Handsets being lost; stolen; water damaged or screen damaged. Any deposit held by Sure may be retained to offset repair or replacement costs to the loan Handset.

**Equipment Collection:**

- 2.12. Once we notify you that the Equipment is ready for collection, it must be collected by you within two (2) weeks. Should the Equipment not be collected within this timeframe, we reserve the right to charge you for any Handset that has been loaned to you. If you fail to return a Handset provided to you on loan, you agree to pay the full replacement cost of the Handset.

**Acknowledgements:**

2.13. You acknowledge that:

- (a) all replaced (i.e., defective) parts and components of the Equipment serviced by the Repair Agent, become the property of the Repair Agent and these shall not be returned to you nor shall you be compensated or otherwise credited in respect thereof;
- (b) where the Equipment has been replaced under the manufacturer's warranty, it shall be retained by the Repair Agent and will not be returned to you; and
- (c) the Repair Agent, has no obligation to make or implement any improvements or modifications to Equipment that would affect form or function unless expressly stated in the applicable quotation accepted by you.

### 3. **Equipment Data**

3.1. You acknowledge that the manufacturer's factory/default settings for your Equipment may have to be reset to carry out the Service. This may delete any data or settings held on your Equipment. Where relevant, you must make sure that you back up any data stored on your Equipment prior to the commencement of the repairs as data may be lost during the provision of the repairs. This includes backing up data on the hard drive or other local drives or data storage media, including any data stored on any installed software. Neither Sure nor the Repair Agent are responsible for any damage to, or loss of any programs, data or other information stored on any media or any part of the Equipment. Find My iPhone (FMiP) must be deactivated for all iOS devices to be able to proceed with diagnostic analysis and repair.

3.2. Sure and the Repair Agent handling Equipment throughout the repair process accept no responsibility for any loss of data saved on your Equipment and you accept all responsibility for any data which may be lost during the repair process.

3.3. Data shall include (but is not limited to) any of the following: Contacts, SMS messages, MMS messages, ringtones, mp3s, videos, pictures, and third-party software & apps.

### 4. **Personal Effects**

4.1. Any accessories, features, parts, options, and attachments must be removed before sending the Equipment to the Repair Agent for repair, unless they contribute to the fault, or you have been specifically requested to include them.

4.2. Sure and the Repair Agent are not responsible and have no liability for the loss of any items sent with the Equipment for repair including but not limited to; SIM cards, memory cards, battery \*, battery covers\*, phone jewellery, power Chargers \*, screen protectors and Stylus.

\* Batteries/Chargers & cases should only be returned if they are suspected of being directly related to the fault showing on the Equipment.

### 5. **Term:**

5.1. This Agreement will terminate once the repairs have been completed and you have paid us in full.

5.2. In the event, the repairs cannot be completed, this Agreement will terminate once the Equipment is returned to you or you have had your Equipment replaced under warranty.

**6. Notification of Claims:**

Any claims regarding improper repair, repair quality, reduced Equipment functionality, invoices or otherwise related to the Services must be notified to Sure in writing (including by email). Claims must be notified within seven (7) working days of the date of return (after servicing by the Repair Agent) of the affected Equipment to you, or if applicable law imposes a longer, mandatory period, that later period prescribed by law. All complaints not so notified are waived by you.

**7. Service Level**

7.1. Sure estimates that from the issue of the quote by the Repair Agent to completion of work the turnaround period is between 21 and 28 days.

7.2. The length of time to complete the repairs will depend on the service level required (moderate, severe, very severe etc). However (to the maximum extent permitted by applicable law) neither Sure nor the Repair Agent accepts any liability for non-completion of repair services within any usual or customary services periods or service periods stipulated, estimated, or suggested by Sure staff or otherwise, or other delay in the return of Equipment to you. The return of Equipment after such time periods, or late return of Equipment, will not be a basis for cancellation of the Agreement by you, or a basis for reducing the repair services fees or prices payable (to the extent permitted by applicable law).

**Customer Acceptance of Terms and Conditions:**

**I agree to pay the Diagnostic and Transport Fee and the repair fee in advance and understand that the Diagnostic and Transport Fee is not refundable if the Equipment is not repaired.**

I hereby accept these Terms and Conditions and authorise Sure to send the relevant Equipment to the Repair Agent for diagnostic tests and repair:

**Customer Name (print):** ..... **Customer Name (signed):**.....

**Date:** .....

**Please complete the following:**

	Yes	No
I have read and understand the acknowledgements at paragraph 2.13 above.		
I agreee to pay Diagnostic & Transport fee even if the Equipment is not repaired.		

I confirm that all my data has been saved and backed up in accordance with paragraph 3 above.		
New Screen Protector		
No Chargers or Accessories		
Loan Handset:		
Make:		
Value of Loan Handset:		