

## Vivio Device Repair Terms & Conditions

### 1. Agreement for repair

1.1 The terms set out in these Conditions of Repair ("Agreement") shall apply to the service we provide to repair your equipment and/or any accessories presented to us by you and to read in conjunction with our General Terms & Conditions of Business available at [www.vivio.co.uk/terms](http://www.vivio.co.uk/terms).

1.2 Reference to "us", "we" and "our" refer to Vivio Ltd and references to "you" and "your" are references to you, the person or company for who you represent.

### 2. All repairs (unless otherwise stated)

2.1 This Agreement shall commence from the date you present your equipment for repair and shall continue until we have repaired or otherwise returned your Equipment ("Services"), whichever is sooner, and received any payment due from you.

2.2 We shall make all reasonable efforts to repair your Equipment subject to the availability of any parts required. We shall perform the Services using our reasonable care and skill.

2.3 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.

2.4 We shall notify you when the Equipment has been repaired and is available for collection or despatch. If you do not collect the Equipment within a reasonable period, we may dispose of the Equipment. Any sum obtained on disposal will be used to meet any unpaid estimate or repair charges you are liable to pay and any remaining balance will be sent to you or will remain payable by you accordingly.

2.5 If we are unable to complete the Service for any reason, or the Service will incur further costs payable by you, we will notify you immediately.

2.6 Unless otherwise stated, our repairs are guaranteed for 12 months from the date the Equipment is ready for collection. If the same fault should re-occur we will repair it free of charge. If the Equipment develops an additional fault unrelated to the original repair, the repair warranty contained in this paragraph will not apply.

2.7 We may in certain circumstances send your Equipment to another repair centre and sub-contract the repair work to a third party.

2.8 All charges will be subject to VAT and any other government taxes or duties as applicable.

2.9 The cost of repair will be calculated where possible in accordance with our standard charges as published from time to time.

2.10 The cost of repair may not fall within our standard charges where the Equipment is not generally supported by us, Equipment repairs are sub-contracted or the nature of repair is not within our standard rates of repair. In this event, we will provide you with an estimate of the cost of repair and we will not repair the Equipment until we have received your acceptance of that estimate.

2.11 If we are unable to repair your Equipment, no fault is found on your Equipment or you do not accept our estimate, we will return your Equipment to you unrepaired and we reserve the right to charge you an inspection fee in accordance with our standard charges.

2.12 We may keep your Equipment until all charges payable have been paid. [We may also charge an additional fee for storage of your Equipment.]

### 3. Liability

3.1 Our entire liability in respect of any single cause of action arising out of or in connection with this Agreement or its subject matter (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 option to: (a) supplying the Services again; (b) payment of the cost of having the Services supplied again; or (c) repaying to you any amount that you have paid in respect of the Services.

3.2 If, through our negligence or wilful misconduct, we damage the Equipment beyond economical repair, or lose your Equipment, our liability will be limited to the cost of providing a replacement with a product that is the same as or similar to the Equipment.

3.3 Any data or information that you may have stored on the Equipment shall remain your sole responsibility and we accept no liability for loss or corruption of such data howsoever caused. It is your responsibility to keep a record of any such data.

3.4 Nothing in this clause 3 shall apply so as to limit or exclude our liability for: (a) death or personal injury resulting from our negligence; (b) breach of any terms implied by statute; (c) any claim arising under the Consumer Protection Act 1987; or (d) fraudulent misrepresentation.

3.5 In no circumstance shall we be liable to you for any indirect, special or consequential loss arising out of or in connection with this Agreement, including any loss of business, revenue, profits, anticipated savings, goodwill or any other indirect or consequential loss or damage howsoever arising.

3.6 Except as expressly provided in this Agreement, all representations, conditions and warranties, whether express or implied (by statute or otherwise) are excluded to the fullest extent permitted by law.

3.7 We shall not be liable for any claim arising under this Agreement unless you give us written notice of the claim within three (3) months of becoming aware of the circumstances giving rise to the claim or, if earlier, three (3) months from the time you ought reasonably to have become aware of such circumstances.

#### 4. Data Protection

4.1 We may ask for your name and address and other details set out in the General Terms Terms & Conditions so that we can notify you when your Equipment has been repaired and so we can give you an efficient after-sales service. By completing the repair form and using these Services you consent to our use of your Personal Information as described.

#### 5. General

5.1 We shall not be liable to you for any delay in or failure of performance of our obligations under this Agreement arising from any reason beyond our reasonable control.

5.2 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.

5.3 This Agreement sets out the entire agreement and understanding between you and us in connection with its subject matter. Nothing in this Agreement shall effect our liability in respect of any misrepresentation, warranty or condition that is made fraudulently.

5.4 This Agreement may not be amended, modified, varied or supplemented except in writing signed by or on behalf of you and us.

5.5 If any part of this Agreement is found to be void or unenforceable it will be severed from the rest of this Agreement so that it is effective to the extent that shall not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

5.6 Nothing in this Agreement shall confer on any third party any benefits under the provisions of the Contracts (Rights of Third Parties) Act 1999.

5.7 This Agreement shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.