

Terms and Conditions 2014

The use of ADV Services is part of

www.advservices.co.uk & www.mobilephonetabletrepairs.co.uk

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 Device. By placing an order, you accept our Terms & Conditions. .

1.2 Reference to "us", "we" and "our" refer to the advservices.co.uk, mobilephonetabletrepairs.co.uk and references to "you" and "your" are references to you, the person addressed by this form.

1.3 Throughout this document Device will refer to one of the following; Mobile Phones, Laptops and Computer Tablets.

2. All repairs (unless otherwise stated)

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

2.2 We shall make all reasonable efforts to repair your Device 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 Device has been repaired and has been dispatched back to you / is ready to be collected from us.

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 attempt to notify you immediately.

2.6 Our out of warranty/chargeable repairs are guaranteed for 3 months from the date the Device is ready for collection. If the same fault should re-occur we will repair if free of charge. If the Device develops an additional fault unrelated to the original repair, the repair warranty contained in this paragraph will not apply, warranty for mp3 players & mobile smart phones are covered by only 30 days warranty. This is due to spares and suppliers only giving a 30 days warranty on their replacement parts, therefore we must pass the parts warranty period on to the customer.

2.7 All charges may be subject to VAT and any other government taxes or duties as applicable to your home country.

2.8 Any item that is sent by means of the postal service or walk in repair service and payment is delayed for the costs of the repair for more than 90 days could be subject to legal proceedings to cover storage costs

2.9 Any item left unpaid for a period of 3 months will be disposed of or sold to cover none payment.

3.0 Devices and work carried out on-site or off-site that have had any given service completed or repaired, customers have only 7 days to make payment as and when the fault is confirmed or invoice has been sent. Payments not made within a 7 day period will be subject to legal proceedings storage costs or any other losses to advservices, unless a signed credit agreement of 28 days is accepted.

3. Additional Terms & Warranty for chargeable repairs and postal services

3.1 If the repair to your Device is not covered by a guarantee or warranty or the nature of the repair is beyond any terms of your guarantee or warranty we will charge you for the repair in accordance with the terms of this Agreement.

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

3.3 The cost of repair may not fall within our standard charges where the Device is not generally supported by us, Device 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 Device until we have received your acceptance of that estimate.

3.4 Any orders that are cancelled before the Device is sent to the repair centre will incur a charge of £19.99 to offset acquisition, administration and processing charges. The balance of the order payment will be refunded within 10 working days.

3.5 Any Device that we believe is beyond economic repair or does not present a fault at the time of repair and is returned to the owner without a repair being carried out will be returned to the owner and a full refund will be made.

However in the event that the Device is discovered to have water damage or beyond economical repair, then the phone / computer tablet or laptop will be charged £19.99 which is made to cover diagnostic charges and could have an additional return postal fee .

Please note mobiles and tablets could have additional returns postage fees of up to £9.99 and a laptop postage fee could be up to £19.99 as the weight of laptop devices normally weighs over 3KG. This balance of the order value will be refunded if any extra monies have been paid.

3.6 If we are unable to repair your Device, no fault is found on your Device or you do not accept our estimate, we will return your Device to you unrepaired and we reserve the right to charge you a diagnostic fee & return postage fee in accordance with our standard charges.

3.7 We may keep your Device until all charges payable have been paid. **[We may also charge an additional fee for storage of your Device after a period of 14 days].**

3.8 If your Device is of a counterfeit nature we will still attempt to carry out the repair however in most cases this will not be possible. In these circumstances we will return the Device to you however no refund will be payable.

3.9 If your Device has additional faults other than that paid for at the time of ordering we will still endeavour to complete the repair but there may be an extra cost and we will contact you with a quote. In some instances repair may not be possible. In these circumstances we will contact you to discuss your options.

4. Liability

4.1 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) repaying to you any amount that you have paid in respect of the Services.

4.2 If, through our proven negligence or wilful misconduct, we damage the Device beyond economical repair, our liability will be limited to the cost of repair or parts paid for.

4.3 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 howsoever caused. It is your responsibility to keep a record of any such data. Please back up your Device.

4.4 Nothing in this clause 4 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.

4.5 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.

4.6 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.

4.7 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.

4.8 We do not warranty the product or service for any external agency outside of the ADV Services such as Apple Samsung HTC Blackberry Motorola Asus Sony Dell or 3rd party insurance companies.

4.9 We shall not be liable for any extra damage from due to the initial failure point. Such as failure of parts once the device is disturbed.

4.10 All of your devices previous warranties are voided once you agree to our service which commences on the date of payment to us and your accept all of terms and conditions This includes any manufacturer warranty that is remaining on your device and manufacturer warranty seals (internally and externally) that will be broken and voided during the service, diagnosis and/or repair.

4.11 Any device that has been subject to liquid damage or liquid penetration carries inherent risk for the service provider and the service provider accepts no responsibility or liability and will not be liable for any loss or further damage to the device or data on the device during the service, diagnosis and/or repair. This includes other components failing once they have been disturbed during the service, diagnosis and/or repair as liquid damaged components and devices can often function until being disturbed due to corrosion and damage caused by fluid but not fully accentuated until moved or disturbed i.e. Unplugged.

5. Data Protection

5.1 We ask for your name and address and the other details set out so that we can notify you when your Device has been repaired and so we can give you an efficient after-sales service. By using / requesting our Services you consent to our use of your Personal Information as described. If you do not wish us to retain any information for after-sales service you should write to us at ADV Services, Metro House, 57 Pepper Road, Hunslet, Leeds, LS10 2RU.

6. General

6.1 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.

6.2 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.

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

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

6.5 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.

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

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

1 The Acceptance of Use ADV Services. Terms and Conditions

Your access to and use of ADV Services. is subject exclusively to these Terms and Conditions. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website.

2 Credit card details

All credit cards used on ADV Services are secure and are PCI DSS Compliant

Transaction security

All transaction information passed between merchant sites and Sage Pay's systems is encrypted using 128-bit SSL certificates. No cardholder information is ever passed unencrypted and any messages sent to your servers from Sage Pay are signed using MD5 hashing to prevent tampering. You can be completely assured that nothing you pass to Sage Pay's servers can be examined, used or modified by any third parties attempting to gain access to sensitive information.

Encryption and Data Storage

Once on our systems, all sensitive data is secured using the same internationally recognised 256-bit encryption standards used by, among others, the US Government. The encryption keys are held on state-of-the-art, tamper proof systems in the same family as those used to secure VeriSign's Global Root certificate, making them all but impossible to extract. The data we hold is extremely secure and we are regularly audited by the banks and banking authorities to ensure it remains so.

System security

PayPal systems are scanned quarterly by Trust wave which are an independent Qualified Security Assessor (QSA) and an Approved Scanning Vendor (ASV) for the payment card brands.

PayPal is also audited annually under the Payment Card Industry Data Security Standards (PCI DSS) and is a fully approved Level 1 payment services provider, which is the highest level of compliance. We are also active members of the PCI Security Standards Council (SSC) that defines card industry global regulation.

3 Advice

The contents of advservices.co.uk. & mobilephonetabletrepairs.co.uk website do not constitute advice and should not be relied upon in making or refraining from making, any decision.

4 Change of Use

ADV Services. Reserves the right to:

4.1 change or remove (temporarily or permanently) the Website or any part of it without notice and you confirm that ADV Services. shall not be liable to you for any such change or removal and.

4.2 change these Terms and Conditions at any time, and your continued use of the Website following any changes shall be deemed to be your acceptance of such change.

5 Links to Third Party Websites

advservices.co.uk & mobilephonetabletrepairs.co.uk Website may include links to third party websites that are controlled and maintained by others. Any link to other websites is not an endorsement of such websites and you acknowledge and agree that we are not responsible for the content or availability of any such sites.

6 Copyright

6.1 All copyright, trademarks and all other intellectual property rights in the Website and its content (including without limitation the Website design, text, graphics and all software and source codes connected with the Website) are owned by or licensed to ADV Services. Or otherwise used by ADV Services. as permitted by law.

6.2 In accessing the Website you agree that you will access the content solely for your personal, non-commercial use. None of the content may be downloaded, copied, reproduced, transmitted, stored, sold or distributed without the prior written consent of the copyright holder. This excludes the downloading, copying and/or printing of pages of the Website for personal, non-commercial home use only.

7 Disclaimers and Limitation of Liability

7.1 The Website is provided on an AS IS and AS AVAILABLE basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

7.2 To the extent permitted by law, ADV Services. Will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.

7.3 ADV Services. Makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

7.4 Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of ADV Services for death or personal injury as a result of the negligence of ADV Services or that of its employees or agents.

8 Indemnities

You agree to indemnify and hold ADV Services. And its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against ADV Services, arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of this Website.

9 Severances

If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

10 Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the law of UK and you hereby submit to the exclusive jurisdiction of the UK courts.

