# **Terms and Conditions**

These terms and conditions were updated Friday 21st March 2025 and are subject to change without notice. The latest version is available at <u>www.thurrockdigital.co.uk</u>.

## 1. Definitions

- 1.1. 'We' / 'Us' / 'Our' / 'Thurrock Digital' refers to Thurrock Digital, its workers and any third parties acting on our behalf.
- 1.2. 'You' / 'Your' / 'Customer' refers to the customer, as identified through an enquiry made and recorded on our database.
- 1.3. 'Device' / 'Equipment' refers to a phone, tablet, computer, games console, video or audio tape, or any other equipment coming to Us.
- 1.4. 'Service' / 'Services' refers to any repair, service or work carried out by Us.

## 2. Acceptance of these terms and conditions.

2.1. Using any of Our Services, leaving any Device with Us or purchasing any Device from Us will be considered as agreement to these terms and conditions.

#### 3. Payments

- 3.1. Payments can be made by business bank transfer or cash.
- 3.2. Full payment is due before or at the point You collect Your Device or Services are fulfilled.
- 3.3. If We have a Device, we will withhold the Device until full payment has been received.

#### 4. General Repairs

#### 4.1. Cost

- 4.1.1. We aim to provide You with a quotation based on the information We are provided. For example, if You have a phone with a damaged screen, We will quote for a screen replacement.
- 4.1.2. Prices may vary (for example, based on the availability or cost of parts), therefore quotations may change at any time.
- 4.1.3. We offer a diagnostic service that is available at a cost of £20 and is non-refundable. This can go towards the cost of a Service on that Device only if the Device isn't handed back to the Customer.
- 4.1.4. If prior to or during the Service we find recommendations, identify additional issues or if additional parts or labour are required to complete a Service related to Your specific Device, We will pause the repair and notify You of additional costs or Services recommended or required. We will only commence the Service and/or start additional/amended Service if You agree to the revised cost.
- 4.1.5. If You choose not to go ahead with the Service after work has started on the Device, You are required to pay £20. There will be no warranty on the Device and We will not be responsible for any faults thereafter or to cover the cost of the whole Device or any of its original parts.

#### 4.2. Existing Device warranty

4.2.1. Using Our Services may void any warranty You have with the manufacturer, supplier, or other third party repairer.

- 4.2.2. To maintain your existing warranty, you may need to take Your Device to the manufacturer, supplier, or previous third party repairer.
- 4.2.3. It is Your responsibility to establish the requirements of any existing warranty before giving the Device to Us.

#### 4.3. Backing up personal data on Your Device

- 4.3.1. All repairs carry a low risk of data becoming inaccessible or lost.
- 4.3.2. It is Your responsibility to ensure any data stored on the Device is backed up appropriately and retrievable before bringing the Device to Us.
- 4.3.3. We will not accept responsibility for any data loss, or subsequent data recovery costs.

#### 4.4. Parts

- 4.4.1. We may use genuine, genuine refurbished or aftermarket (non-genuine) parts within the Service of Your Device.
  - 4.4.1.1. If you require Us to only use new, genuine parts for your Service, please notify Us at the time of booking. New, genuine parts are not always available and may significantly increase the cost of your Service.

#### 4.5. Functionality

4.5.1. Some devices have hardware paired with other hardware at the time of manufacture (for example, but not limited to, Apple iPhone pairing screens and batteries to their motherboard giving features like True Tone and Battery Health). Replacing hardware may cause some functionality to be disabled or messages to be

presented on the device, even if genuine replacement parts are used. We do not consider these as faults.

- 4.5.2. We may inform You of known feature restrictions however it is Your responsibility to check if any features will be disabled or restricted with a specific repair by enquiring with Us at the point of booking.
- 4.5.3. We may be able to transfer these features to replacement hardware but this isn't guaranteed.
- 4.5.4. If We are able to transfer a feature to the replacement hardware, device manufacturers may update their software at a later date which may notify you of previous hardware changes, prevent features from working as intended or cause hardware issues. This will not be considered a fault and cannot be rectified by Thurrock Digital moon.

#### 4.6. Liquid, dust, and foreign object resistance

4.6.1. Where a Service requires opening up or disassembling the Device, we cannot guarantee the Device will maintain its liquid, dust, and foreign object resistance to the same standards as when it was manufactured.

#### 4.7. Warranty on works completed

- 4.7.1. The warranty is linked to a specific Device, identifiable by its IMEI or Serial Number as recorded on our database at the time of the repair.
- 4.7.2. This warranty is not transferable to a subsequent owner should the device change ownership.
- 4.7.3. The warranty will start on the day the device is paid for by the Customer as recorded on our database.

- 4.7.4. We offer a 90-day parts-only warranty on all parts we supply and fit and a 60-day warranty on board level repairs.
- 4.7.5. The warranty only covers the recurrence of the original fault on the part(s) We supply and fit.
- 4.7.6. There is no warranty on parts You supply that We fit.
- 4.7.7. If additional faults arise that in Our opinion are unrelated to the original Service, these will not be covered under the terms of this warranty.
- 4.7.8. The warranty will not cover any accidental or deliberate damage to the Device after Our Service, including any liquid damage. We reserve the right to refuse a repair under warranty if there are any signs of damage to the Device which could reasonably be assumed to have caused the fault (this includes, but is not limited to, scratches, cracks, identifiable liquid exposure such as corrosion, liquids or activated liquid indicators on the Device).
- 4.7.9. Any Device that has previous liquid exposure or damage will not be covered by Our warranty unless otherwise explicitly agreed in writing.
- 4.7.10. The warranty will be void if the Device is repaired (or another Service attempted) elsewhere (including by the Customer) which includes repairs or attempted repairs for the same or a different fault.
- 4.7.11. Where a fault arises either during or after the Service that in Our opinion means the device isn't functioning as it should or beyond economic repair due to Our actions or negligence, we may offer a discount on the Service or a replacement device of a similar condition and value to that of Your Device when given to Us.
- 4.7.12. Where We foresee there is a high risk of significant damage/loss of functionality during the Service, we will notify You of this beforehand and only attempt the Service with Your permission and at Your own risk.

- 4.7.12.1. In this instance, Thurrock Digital will not accept any liability for damage or loss of functionality caused by the attempted Service.
- 4.7.13. Where a replacement device is offered, the full cost of the booked Service will be required on or before collection, and the original Device must be surrendered to Thurrock Digital.
  Replacement devices come with a 90-day warranty.

#### 4.8. Notification of a fault following a Service.

- 4.8.1. You must report to Us any fault identified following a Service as soon as possible.
- 4.8.2. If in Our opinion there is an unreasonable delay of the fault being reported to Us by the Customer or the fault is reported after the lapse of warranty, the warranty will not be valid and the Customer will be liable for the full cost of any Service required.
- 4.8.3. Delay in reporting a fault may cause further, unavoidable damage and will not be repairable under our warranty.

## 4.9. Collecting Your Device.

- 4.9.1. The Device must be collected within 7 days of Us notifying You that the Device is ready to collect.
- 4.9.2. Unless agreed otherwise in writing, failure to collect the device within 7 days may lead to additional cost of £1 per day towards storage.
- 4.9.3. Devices not collected or Services not paid for in full within 28 days (4 weeks) of notification of Service(s) completed, will be assumed to be abandoned.
  - 4.9.3.1. Abandoned items will become the property of ThurrockDigital and may be sold and/or broken down into parts for sale or used in other Services.

4.9.3.2. We will not be liable for replacing or reimbursing the cost of the Device to You.

## 4.10. The use of third party repairs.

- 4.10.1. On occasion, We may use the services of a trusted third party to complete the Service on Our behalf. We do not have to notify you if this is the case.
- 4.10.2. You will still receive Our warranty when We use the services of a third party.

## 5. Tape conversions.

- 5.1. We will provide a quotation based on the number of tapes to be digitally converted and how those digital conversions are provided to you (usually on a CD / DVD, external storage device or as a download).
- 5.2. Quotations are valid for 14 days.
- 5.3. There will be an additional charge of £10 per tape that requires fixing during the Service if it is not playable in the normal way (for example, but not limited to, if the tape snaps).
- 5.4. We may refuse a tape conversion for any reason, for example, but not limited to, if the content isn't home video or has explicit, violent or copyrighted material.
- 5.5. Tapes that are refused or blank are charged at a nominal rate of £5 per tape.
- 5.6. We keep a copy of digital files for 30 days, after which they may be securely deleted.
  - 5.6.1. If more copies are required during this period, an additional fee may be charged at Our discretion.
- 5.7. It is Your responsibility to have a recoverable backup of Your digitally converted files.
  - 5.7.1. We can provide multiple copies for an additional fee.

- 5.8. It is Your responsibility to check that the hardware and software You intend to access the digitally converted content on is supported. We convert to widely supported formats as outlined below. There may be an additional charge if you require us to convert outside of the parameters below.
  - 5.8.1. Audio-only content to an MP3 file format.
  - 5.8.2. Video content to an MP4 file format.
  - 5.8.3. CD and DVD to a UK region playable format.
  - 5.8.4. External storage (such as USB sticks) are formatted to the exFAT file system.
- 5.9. We will charge again if you lose your converted files at the full cost of doing the service again.
- 5.10. Unless otherwise agreed, the Customer must collect the original tapes/CDs within 7 days of being notified of work being completed.
  - 5.10.1. Failure to collect the original tapes/CDs within 7 days will result in Thurrock Digital disposing of them. We will not be responsible for retrieving or reimbursing the cost of these thereafter.

#### 6. Devices for sale.

- 6.1. Any Device bought from Us comes with a 90-day parts-only warranty.
- 6.2. You may be offered to extend the parts-only warranty for an additional fee.
- 6.3. The warranty is void if in Our opinion there are signs that the Device has been opened or disassembled, physically damaged in any way or exposed to liquid or if caused by software, for example, but not limited to, jailbreaking, software updates or from malicious code.
- 6.4. The Device is identifiable by an IMEI or Serial Number and is linked to the Customer who purchased the Device.
- 6.5. The warranty is non-transferable if the Device changes ownership.
- 6.6. If any issue arises affecting the normal access of the storage, including failure of the storage hardware, we will not be responsible for covering

the cost to retrieve any digital assets (for example, but not limited to, software, licence keys or personal files).

6.7. If future software causes an issue with the Device after the point of sale, this is not covered by Our warranty.

## 7. Remote (onsite) visits

7.1. For Us to come to Your premise is charged per hour then per half-hour thereafter at an agreed rate.