



Solfixit Terms & Conditions

This page tells you information about us and the legal terms and conditions (Terms) on which we provide services to you.

These Terms will apply to any contract between us for the provision of services by us to you (Contract). Please read these Terms carefully and make sure that you understand them, before booking any services from us. **Please note that before placing an order you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any services from us.**

You should retain a copy of these Terms, if necessary, by printing them (or save them to your computer) for future reference.

We amend these Terms from time to time as set out in clause 6. Every time you wish to place an order for services, please check these Terms to ensure you understand the terms which will apply at that time. These Terms were amended in November 2017.

These Terms, and any Contract between us, are only in the English language.

1. DEFINITIONS

1.1 When the following letters with brackets are used in these Terms, this is what they will mean:

- (a) Repair Services: a contract for repair services of your device(s) at a location of your choice between you and Solfixit;
- (b) Event Outside Our Control: means any act or event beyond Solfixit's reasonable control;
- (c) Solfixit/We/Our/Us: solfixit.co.uk, whose registered office is at 33 Bardolph Road, London, N7 0NJ
- (d) Technician: a Solfixit approved repair specialist engaged by you who carries out Repair Services;
- (e) our site: www.solfixit.co.uk;
- (f) Repair Services: any services that Solfixit's providing to you from time to time;
- (g) Terms: the terms and conditions set out in this document

1.2 When Solfixit uses the words "writing" or "written" in these Terms, this will include email unless Solfixit says otherwise.

2. INFORMATION ABOUT SOLFIXIT AND HOW TO CONTACT SOLFIXIT

2.1 We are a company registered in England and Wales. Our company registration number is 11051638 and our registered office is at 33 Bardolph Road, London, N7 0NJ.

2.2 If you have any questions or if you have any complaints, please contact Solfixit. You can contact Solfixit by telephoning Solfixit's customer service team at 07575900301 or by e-mailing Solfixit at solfixit@gmail.com

2.2 If you wish to contact Solfixit in writing, or if any clause in these Terms requires you to give Solfixit notice in writing (for example, to cancel the contract for services which Solfixit has started to provide), you can send this to Solfixit by e-mail at sdwc@solfixit.co.uk. Solfixit will confirm receipt of this by contacting you in writing. If Solfixit has to contact you or give you notice in writing, Solfixit will do so by e-mail.



3. HOW WE MAY USE YOUR PERSONAL INFORMATION

3.1 Solfixit will use personal information you provide to Solfixit to:

- (a) provide the Repair Services;
- (b) enable Solfixit to contact you; process your payment where you are required to pay Solfixit; and
- (c) inform you about similar products or services that Solfixit provides, but you
- (d) may stop receiving these at any time by contacting Solfixit.

4. REPAIR SERVICES

4.1 These are the terms and conditions on which Solfixit supply Repair Services to you.

4.2 If you are a consumer, you may only purchase Repair Services from Solfixit if you are at least 16 years old. If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you wish to purchase Repair Services from Solfixit.

4.3 Where you wish to place an order for Repair Services through our site: -

- (a) our site will guide you through the steps you need to take to place an order for Repair Services. Solfixit's order process allows you to check and amend any errors before submitting your order to Solfixit. Please take the time to read and check your order before you submit it to Solfixit;
- (b) after you place an order, your order will be deemed to have been accepted when Solfixit issues an order confirmation at which point a contract comes into existence between us and these Terms will become binding on you and Solfixit.

4.4 If you wish to place an order with Solfixit by telephone, email or in person, you agree that your order constitutes an offer by you to purchase the Repair Services in accordance with these Terms. Solfixit's acceptance of your order will take place when Solfixit issues an order confirmation at which point a contract comes into existence between us and these Terms will become binding on you and Solfixit.

4.5 Any quotation given by Solfixit shall not constitute an offer by Solfixit to provide Repair Services.

4.6 If you are not a consumer, you agree that these Terms apply to the contract between you and Solfixit to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

5. REPAIR SERVICES – A CONTRACT BETWEEN YOU AND SOLFIXIT

5.1 Where you require Repair Services, please note that:

- (a) Solfixit has a growing network of Solfixit approved repair technicians, referred to in these Terms as "Technicians";
- (b) each Technician on Solfixit's network has been background checked by Solfixit and has undergone technical assessments to ensure that the Technician has the right skills to conduct the Repair Services to a high standard;



- (c) Solfixit provides a means to enable customers who seek Repair Services to be serviced by a repair Technician;
- (d) any price quoted to you for the Repair Services in respect of each device is an indicative non-binding quote issued by Solfixit based upon information provided by you in relation to each relevant device, including, for example, the fault on the relevant device(s). Accordingly, any such indicative price quotes are subject to detailed verification of each device. The Technician will verify your device(s) on arrival. If there is any change to the indicative price quoted to you (for example, because the information you have provided to Solfixit about the defect/fault in your device(s) is incorrect; and/or if the Technician identifies additional defects with your device(s); and/or if you have booked a particular repair (for example, the device(s) won't charge up but the Technician discovers that the actual repair required is a different repair (for example a new screen); and/or Solfixit has made a mistake in communicating the pricing to you), the Technician will notify you to establish whether or not you wish to proceed at the increased cost. Any such increased charge shall only be payable if you agree to such additional price. If you do not agree to the additional price, the Technician shall not perform the Repair Services, and shall have no liability to you whatsoever other than to refund any sum previously paid by you relating to the Repair Services, less a non-refundable deposit that varies per service.
- (e) once you have entered into a contract with Solfixit for a repair, you are required to be available on your chosen repair date. If you become unavailable under clause 5.5, you are entitled to cancel at any time, up to 24 hours prior to your repair date. If you are not at the agreed repair location at the time of your repair the Technician will endeavour to contact you and wait at the location for a maximum of 15 minutes. If you are uncontactable, unavailable at this time, or will not be back at your location in time for your slot then the Technician will be required to carry on to their next repair. If you then choose to cancel your repair, you will be refunded the amount of your repair, less the non-refundable deposit. If you choose to rearrange your repair, you will be required to pay the deposit again. Solfixit is not obligated to rearrange the repair and the other paragraphs in these Terms and Conditions will not apply until another repair is arranged.
- (f) the above clause 5.1(e) applies to all Solfixit repair visits including, but not limited to, revisit repairs and first time repairs.

5.2 Where you enter into a contract with Solfixit for Repair Services:

- (a) all Repair Services will always be covered by the Solfixit warranty at clause 12 of these Terms (subject to the provisions of clause 12); and
- (b) you may make any complaints regarding the Technician to us at any time and we shall investigate your complaint.

5.3 If you are a consumer, you may only purchase Repair Services if you are at least 16 years old, and will be required to make payment directly to Solfixit.



5.4 If you are not a consumer, you confirm that:

- (a) you have authority to bind any business on whose behalf you seek to purchase Repair Services;
- (b) you and shall make payment for the Services to Solfixit in accordance with clause 11.6 of these Terms; and
- (c) these Terms apply to the contract between you and Solfixit to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

5.5 You may cancel an order for Repair Services at any time up to 24 hours before your repair date. If your cancellation takes effect less than 24 hours before your repair date, you will lose your deposit you paid to Solfixit (stated on our site).

5.6 The provisions of clause 7.1 (**Repair Conditions**), clause 9.1 (**Liquid Damage Repairs**), clause 10.1 (**Diagnostic Services**), clauses 11.1 to 11.3 (**No Fix Policy**), clause 11.8 (**Late Payment**), clause 12 (**Warranty**), clause 13 (**Parts**), clause 14 (**Limitation of Liability**), clause 15 (**Events beyond our control**), and clause 17 (**other important terms**) shall apply in like terms to the Repair Services and the contract between you and Solfixit.

6. CHANGES TO ORDER OR TERMS

6.1 Solfixit amends these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed.

6.2 Every time you order Repair Services from Solfixit, the Terms in force at the time of your order will apply to the contract between you and Solfixit. Every time you order Repair Services, the Terms in force at the time of your order will apply to the contract between you and Solfixit.

6.3 Solfixit may revise these Terms as they apply to your order from time to time to reflect changes in relevant laws and regulatory requirements.

6.4 You may make a change to the order for Repair Services at any time before the start date for the Repair Services by contacting Solfixit. Where this means a change in the total price of the Repair Services, Solfixit will notify you of the amended price in writing. You can choose to cancel the order in accordance with clause 16.1 in these circumstances.

7. REPAIR CONDITIONS

7.1 By placing an order, you:

- (a) authorise and consent to Solfixit to perform the Repair Services on your device(s);
- (b) acknowledge that whilst Solfixit's technicians are trained repair specialists, Solfixit is not an authorised service provider for any manufacturer of any brand of device and has no affiliation with any device manufacturer;
- (c) agree to release, indemnify, and hold Solfixit and its technicians from liability for any claims or damages of any kind or description that may arise from any repair work performed on your device(s), unless it is caused by Solfixit's negligence;
- (d) agree that where the Repair Services relate (in any way) to liquid damage on your device(s), the warranty in clause 12 does not apply to any liquid damaged device(s);
- (e) agree that any data or information that you may have stored on your device(s) shall remain your sole responsibility and Solfixit accepts no liability for loss, deletion,



amendment to or corruption of such data howsoever caused and Solfixit therefore highly recommends that you back up your device(s) prior allowing Solfixit to work on your device(s);

- (f) agree that you are responsible for removing any SIM and/or memory cards in your device(s) and Solfixit shall not in any event be liable for any data loss, corruption, deletion, or alteration, and hardware or software failure;
- (g) acknowledge that any Repair Services rendered by Solfixit may void manufacturer warranties for your device(s), and that Solfixit does not assume any liability or warranty if the manufacturer warranties are voided. If you do not wish to void your warranty, you should not place on order with Solfixit and take your device(s) to the relevant manufacturer;
- (h) agree that it is your responsibility to inform Solfixit accurately with regard to the model description and condition of your device(s), as well as whether any modifications or repairs have previously been attempted or completed on your device(s). Solfixit will perform a check-in diagnosis of your device(s) to evaluate its/their condition. If the device(s) are in noticeably different condition than previously described, you agree that additional charges may apply which Solfixit will advise you of before proceeding;
- (i) where the Repair Services involve the repair of water proof devices, Solfixit cannot guarantee the device(s) will remain water proof following completion of the Repair Services.
- (j) agree that any battery replacement will be subject to clause 12.6
- (k) confirm that you will be available on the day of your repair and if unavailable you will inform Solfixit before 24 hours' notice or agree to clause

8 TIMING, POSTING YOUR DEVICE(S) AND RETURN OF YOUR DEVICE(S)

Timing

8.1 Whilst Solfixit aims to perform the Repair Services within the timeframe specified to you the Repair Services may be subject to Events Outside Our Control, which may include waiting for new spare parts to be ordered and arrive with Solfixit. In any event, all times for performance of the Repair Services are approximate only, and Solfixit will not be liable for any compensation as a result of late delivery of the Repair Services.

Sending your device(s) to Solfixit

8.2 The following provisions apply in relation to sending your device(s) to Solfixit:

- (a) please remove all sim and memory cards from your device(s) before sending your device(s) to Solfixit for repair; and
- (b) the careful shipping of your device(s) to Solfixit is your responsibility. If the device(s) arrive with Solfixit with further damage, or is/are lost in transit, you, as the shipper shall bear full responsibility for that risk of loss. When sending your device(s) if you choose to include separate parts you are sending these at your own risk and Solfixit will not be held responsible if these parts go missing before your package is delivered to Solfixit. Please ensure the parts are well sealed and wrapped so nothing goes missing.



9. LIQUID DAMAGE REPAIRS

9.1 Where any part of the Repair Services include liquid damage repairs it is agreed that:

- (a) whilst Solfixit will use reasonable endeavours to repair your device(s) there is no guarantee of success, and accordingly, Solfixit shall have no liability for failing to repair any liquid damaged device;
- (b) the warranty in clause 12 shall not apply to any liquid damaged device

10. DIAGNOSTIC SERVICES

10.1 Where any part of the Repair Services should include Solfixit's diagnostic services it is agreed that:

- (a) the charges for the diagnostic services are payable regardless of the outcome and accordingly, Solfixit's no fix-no fee policy (set out in clause 12 below) shall not apply;
- (b) where Solfixit diagnoses the fault with your device(s), Solfixit will advise you of the cost to repair your device(s). If you wish to proceed with the repair of such device(s), a new contract will come into existence between you and Solfixit on the basis of these Terms provided that Solfixit agrees to deduct the diagnostic fee paid by you from the cost of the Repair Services; and
- (c) where Solfixit considers that the device(s) is/are not repairable, the fee for the diagnostic service remains payable to Solfixit for carrying out the diagnostic services.

11. NO FIX POLICY AND PRICE AND PAYMENT

No Fix Policy

11.1 Subject to clause 11.2, Solfixit operates a "no fix" policy towards the repair of your device(s) which means that if Solfixit does not repair a device, then you do not pay a charge in relation to the device that has not been repaired. You will instead only be charged a diagnostic fee or lose your deposit as outlined in clause 10. Solfixit will have no liability to you if it is not possible to repair your device(s), as Solfixit cannot guarantee that your device(s) are capable of repair.

11.2 Solfixit's "no fix" policy does not apply:

- (a) where the Repair Services include liquid damage repairs; or
- (b) to any element of the Repair Services which have been completed. For example, if your device requires a screen replacement (completed successfully) and fixing the power button (not completed), the "no fix" policy would apply to the costs of repairing the power button, but you would still be required to pay for the screen repaired. There would, in this instance be no additional call out charge.
- (c) where the customer has ordered a battery replacement (clause 12.6)

11.3 Where Solfixit's "no fix" policy applies, Solfixit shall refund any sum previously paid by you to Solfixit (less, the deposit).



Price and Payment

11.4 The price quoted to you for the Repair Services in respect of each device is an indicative nonbinding quote issued by Solfixit based upon information provided by you in relation to each relevant device, including, for example, the fault on the relevant device(s). Accordingly, any such indicative price quotes are subject to detailed verification of each device.

11.5 On receipt of your device(s), Solfixit will check your device(s). If there is any change to the indicative price quoted to you for any applicable device (for example, because the information you have provided to Solfixit about the defect/fault in your device(s) is incorrect; and/or if Solfixit identifies additional defects with your device(s); and/or if you have booked a particular repair (for example, the device(s) won't charge up but Solfixit discovers that the actual repair required is a different repair (for example a new screen); and/or Solfixit made a mistake in its pricing), Solfixit will notify you to establish whether or not you wish to proceed at the increased cost. Any such increased charge shall only be payable if you agree to such additional price. If you do not agree to the additional price, Solfixit shall not perform the Repair Services and shall have no liability to you whatsoever other than to refund any sum previously paid by you to Solfixit relating to the Repair Services (less the cost of coming out to you; or the non-refundable deposit).

11.6 Solfixit will ask you to make an advance payment of the deposit of the relevant services. Your rights to a refund or cancellation are set out in clause 16 and you must pay each invoice in cleared funds using any method specified on our site.

11.9 If you do not make any payment due to Solfixit by the due date for payment, Solfixit may retain your device(s) and charge an additional fee (being the charges set out on our site) for storage of your device(s) until all payments due have been paid in full.

12 WARRANTY AND IF THERE IS A PROBLEM WITH THE SERVICES

12.1 Except as provided by this Clause 12, Solfixit's Repair Services are backed by a 3 month parts and labour warranty. This warranty does not apply to diagnostic services or liquid damage repairs.

Scope of Warranty

12.2 Please note that the warranty in clause 12.1 is limited to:

- (a) screen/LCD and any other repaired or replaced parts that malfunction, or do not work as intended or designed; and/or
- (b) 3 months from the date of the original repair. If subsequent work is carried out as part of the warranty this does not extend the warranty. For example, if a warranty repair was done 1 months after the original repair the warranty would still end 3 months after the date of the original repair.

What the warranty does not protect against

12.3 The warranty in clause 12.1 does not protect against any of the following relating any relevant device which is the subject of the Repair Services:

- (a) any mishandling that causes subsequent damage to the relevant device(s);
- (b) water or other liquid damage;



- (c) damage or faults resulting from attempted customer or third party repairs at any time;
- (d) software issues unrelated to the repair and/or any damage resulting from viruses or other malicious pieces of software that may have been transmitted during servicing or escaped detection;
- (e) any jail broken or “rooted” device;
- (f) water proof devices, as Solfixit cannot guarantee the device(s) will remain water proof following the Repair Services;
- (g) new damages unrelated to the original Repair Services; and/or
- (h) any loss of data occurring as a result of the repair - customers are advised to back up all data on the device(s) to be repaired prior to the repair. Solfixit does not accept any liability for data or software which is lost, corrupted, deleted or altered during repair. You accept full responsibility for all software and data on your device(s) and Solfixit is not required to advise or remind customers of appropriate backup and other procedures.
- (i) any instance where the customer has booked a battery replacement (clause 12.6)

12.4 The warranty in clause 12.1 does not cover the outcome of the Repair Services if certain pre-repair conditions exist in relation to the relevant device the subject of the Repair Services, including:

- (a) existence of known manufacturing and/or performance issues related to the device(s) which is separate from the Repair Services, as noted prior to the Repair Services;
- (b) water or other liquid damage;
- (c) any jail broken or “rooted” device(s);
- (d) pre-existing damage or faults resulting from attempted customer or third party repairs at any time;
- (e) pre-existing performance issues with the device’s battery where a new part does not resolve the issue, but is still functioning (clause 12.6)

Non-Transferable warranty

12.5 The warranty in clause 12.1 is only valid only for the specific device(s) repaired under the Repair Services and the original customer; it is not transferable across devices or if the relevant devices is sold or given to another person.

Battery Replacements

12.6 In the instance of needing a battery replacement, the warranty is limited. Due to the unpredictable nature of the issues which cause battery performance issues, it is not always possible to instantly diagnose whether the issue is hardware, software, board based, or even accessory based.

Should the customer’s device continue to display the original symptoms (at any degree, be it increased, decreased, or the same) but continue to display some functionality, regardless of how minor, Solfixit retains the right to determine that this issue is as a result to damage to the U2 ic Chip and therefore is not entitled to a full refund.



In the instance that the battery is not functioning at all, will not charge, or turn on at all, then the symptoms are to be forwarded on to the Head Technician for further diagnosis. It is to be noted that issues with battery performance can also be caused by faulty/ malfunctioning chargers or dock connectors.

Customers must have tried alternative (Apple original) chargers and have the most recent software updates on their device before booking in a battery replacement. Customers must have also not used non-Apple original chargers, power banks, car chargers, charging phone cases, charging pads, plates, or any other form of battery/ phone charging equipment not created by Apple. Any use of these accessories will cause damage to your device's ic Chip and therefore a battery, or charger port replacement will not work and any time of Solfixit's, along with any parts, will be to no avail and therefore will need to be compensated for in the form of the full charge.

Damage caused by Solfixit

12.7 If any relevant device is irreparably damaged as a direct result of a repair attempted by Solfixit and payment has been rendered by you, you are entitled to a fully functional refurbished device of equal value of the damaged device based on its model and condition as received and with the original repair issue resolved, or the monetary equivalent of fair market value of the device in that condition as determined by Solfixit. In order to receive a replacement device, the relevant damaged device must be rendered to Solfixit.

13.7 In the unlikely event that there is any defect with the Repair Services which is covered by the warranty in clause 12.1:

- (a) please contact Solfixit and tell Solfixit as soon as reasonably possible after becoming aware of any defect;
 - (b) please give Solfixit a reasonable opportunity to repair or fix any defect; and
 - (c) Solfixit will use every effort to repair or fix the defect within 10 working days.
- You will not have to pay for Solfixit to repair or fix a defect with the Repair Services under this clause 12.7.

12.8 If you are a consumer, you have legal rights in relation to Repair Services not carried out with reasonable skill and care, or if the materials Solfixit uses are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

13. PARTS WARRANTY

13.1 As part of the Repair Services provided to you, Solfixit may provide you with replacement parts ("**Parts**") and accessories ("**Accessories**") supplied by third parties.

13.2 Solfixit warrants to you that from the date the Parts or Accessories are provided to you and for a period of 3 months thereafter ("**Warranty Period**"), each Part and Accessory provided to you as part of the Repair Services will be materially free of manufacturing defects. Solfixit's sole obligation, and your sole remedy, under this warranty is limited to, at Solfixit's sole discretion, either repair or replacement of the defective Part or Accessory. This warranty is non-transferable.

13.3 Solfixit's obligations under the warranty in clause 13.1 is conditional on your prompt notification to Solfixit of any warranty claim and complying any warranty procedures provided to you.



13.4 The warranty under clause 13.1 specifically excludes:

- (a) any Part or Accessory that was altered, repaired, or modified by a party other than
- (b) Solfixit or without Solfixit's prior written consent;
any defects, damage or errors that (1) occurred after shipping by Solfixit, (2) were the result of improper testing, installation, storage, mishandling, abuse, misuse, accident or causes other than ordinary use of the Part or Accessory, or (3) use of the Part or Accessory in conjunction with another product which is incompatible, or of an inferior quality;
- (c) warranty claims by any individual other than you, or warranty claims after the Warranty Period; and any warranty claim for which Solfixit determines that there is no defect in the returned Part or Accessory.

14. SOLFIXIT'S LIABILITY TO YOU

14.1 If Solfixit fails to comply with these Terms, Solfixit is responsible for loss or damage you suffer that is a foreseeable result of Solfixit's breach of the Terms or Solfixit's negligence.

14.2 To the extent permitted by law, Solfixit shall have no liability to you for any: loss or damage that is not foreseeable; loss of profits; loss or corruption of data; loss of business; loss for any error or interruption of any use; loss of interruption; loss of business opportunity; loss or damage to property; or cost of procurement of substitute foods, services or technology.

14.3 You agree that if any device is lost or damaged further than the condition it was released to Solfixit in, Solfixit's liability to you will be limited to the cost of repair or replacement of the relevant device in its condition at the time of transfer to Solfixit based on current fair market value. Solfixit's liability for damages from any cause when it comes to repairing the relevant device is limited to the cost of the Repair Services or a comparable replacement device.

14.4 To the extent permitted by law, Solfixit's total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in any event be limited to £500 per device.

14.5 Nothing in this clause 14 shall apply so as to limit or exclude Solfixit's liability for: (a) death or personal injury resulting from Solfixit's negligence; (b) breach of any terms implied by statute; (c) any claim arising under the Consumer Protection Act 1987; or (d) fraudulent misrepresentation.

14.6 Solfixit shall not be liable for any non-warranty related claim arising under this contract unless you give Solfixit written notice of such claim within three (3) months of becoming aware of the circumstances giving rise to such claim or, if earlier, three (3) months from the time you ought reasonably to have become aware of such circumstances. This clause shall not affect your statutory rights.



15. EVENTS OUTSIDE OUR CONTROL

15.1 Solfixit will not be liable or responsible for any failure to perform, or delay in performance of, any of Solfixit's obligations under these Terms that is caused by an Event Outside Our Control.

15.2 If an Event Outside Our Control takes place that affects the performance of Solfixit's obligations under these Terms:

- (a) Solfixit will contact you as soon as reasonably possible to notify you; and
- (b) Solfixit obligations under these Terms will be suspended and the time for performance of Solfixit's obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Solfixit's performance of Repair Services to you, Solfixit will restart the Repair Services as soon as reasonably possible after the Event Outside Our Control is over.

16. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

16.1 Before Solfixit begins to provide the Repair Services, you have the following rights to cancel an Order for Repair Services, including where you choose to cancel because Solfixit is affected by an Event Outside Our Control or if Solfixit changes these Terms under clause 6 to your material disadvantage:

- (a) you may cancel your Order at any time up to 24 hours before Solfixit has started the Repair Services by contacting Solfixit. Solfixit will confirm your cancellation in writing to you; and
- (b) you cannot cancel your Order once Solfixit has started the Repair Services;
- (c) if you cancel an Order under clause 16.1 (a) (i) Any payment for Repair Services that have not been provided to you, Solfixit will refund these amounts, less the costs incurred by Solfixit to come out to you; and/or the non refundable deposit.

17. OTHER IMPORTANT TERMS

17.1 Solfixit may transfer Solfixit's rights and obligations under these Terms to another organisation, and Solfixit will always notify you in writing if this happens (except where Solfixit uses a sub-contractor to perform the Repair Services), but this will not affect your rights or Solfixit's obligations under these Terms.

17.2 You may only transfer your rights or your obligations under these Terms to another person if Solfixit agrees in writing.

17.3 This contract is between you and Solfixit. No other person shall have any rights to enforce any of its terms.

17.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.



17.5 If Solfixit fails to insist that you perform any of your obligations under these Terms, or if Solfixit does not enforce Solfixit's rights against you, or if Solfixit delays in doing so, that will not mean that Solfixit has waived Solfixit's rights against you and will not mean that you do not have to comply with those obligations. If Solfixit does waive a default by you, Solfixit will only do so in writing, and that will not mean that Solfixit will automatically waive any later default by you.

17.6 If you are not a consumer:

- (a) these Terms and any document expressly referred to in them constitutes the entire agreement between you and Solfixit and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter;
- (b) you acknowledge that in entering into this contract you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any document expressly referred to in them; and
- (c) you and Solfixit agree that neither of us shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.

17.7 These Terms are governed by English law. You and Solfixit both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.