

Terms & Conditions

Please read below terms and conditions before you use our service.

1. Agreement to use our service:

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use of this website. The term 'Why Not Fix Ltd' or 'our' or 'we' refers to the owner of the website with registered office: Unit 31B Basepoint Business Centre, Shearway Business Park, Shearway Road, Folkestone CT19 4RH. The term 'customer' refers to the user or viewer of the website. The use of this website is subject to the following terms of use:

2. All repairs:

Why Not Fix Ltd is not affiliated with manufacturers in any way and use of our service may void manufacturer's warranty.

Why Not Fix Ltd use a mixture of genuine original/high quality replacement parts for our repairs that offer the same functionality but in some cases displays may have slightly different colour saturation or brightness.

We shall inform you when the service has been completed and your device is ready for collection via email / phone / social media, unless we have agreed otherwise.

Passcode of your device is required in order to test it before and after the repair. Should you prefer to keep this information private, we can still proceed with the repair, but will not be able to perform a full functional check until you return to collect the device, which can delay the provision of the service if any adjustments need to be made.

Time estimate given for completion of the service is an estimate and does not form any obligation. We will aim to return your device within an agreed timeframe, however, if any complications arise (i.e. faulty replacement parts, additional problems with the device or device not passing our testing) then this may delay completion of the repair.

Successfully completed repairs cannot be cancelled or refunded.

Devices withdrawn from ongoing repair is subject to a diagnostic fee to be paid.

Why Not Fix Ltd makes every effort to repair your device subject to the availability of parts required and/or the terms of any relevant guarantee or warranty. We shall perform the repair with our utmost care and skill.

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

We will keep your device until all charges payable have been paid.

3. Warranty:

Our repairs are guaranteed for 1 year from the date the device is ready for collection. If the device develops an additional fault unrelated to the original repair, the repair warranty

contained in this paragraph will not apply. The warranty includes the repaired part(s) only and does not include further damage to the repaired part(s).

Micro-soldering (board level) repairs are covered by 6 months warranty.

Liquid damage cleaning and software repairs are not covered by warranty unless replacement parts have been used. The warranty covers only those parts.

Warranty for installing replacement parts provided by the customer covers only the fitting of the part and does not guarantee any functional aspects.

Why Not Fix Ltd screen repair warranty does not cover physical damage or any issues due to bends on the frame.

The warranty covers only malfunctions related to the subject of the repair, not any additional problems with the device or problems due to intentional or accidental damage. Any problems different than the subject of the repair and reported later than 2 days from the repair being completed will not be considered under the warranty. We reserve the right to deny any warranty if we believe the device has been physically damaged.

Opening the device by yourself or by another business voids Why Not Fix Ltd's warranty.

Please read our 'Repair Warranty' which form part of our 'Terms and Conditions'.

4. Liability:

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 however caused and we therefore highly recommend that you back up your device onto an external drive/cloud/itunes etc prior to your repair.

Why Not Fix Ltd cannot guarantee restoring water proofness to your device following the repair (only the manufacturers have this ability).

Some repairs involve risk of further damage that you will be notified before we start the service. By proceeding with the repair the customer is taking full responsibility and agrees to pay for resolving any additional damages that may arise to the device during the repair. If the customer decides to cancel the repair in the middle of the repair the device may be returned not repaired and in the current condition it is in.

If the device being dropped in for repair is non-responsive, not taking a charge, or not powering on, Why Not Fix Ltd cannot carry out the pre-checks we do before any repair. Therefore, we cannot be held responsible for any claims for any potential issues. By ticking the 'I have read the terms and conditions' box when you book your repair you are authorising Why Not Fix Ltd to do whatever is necessary to fix your device, possibly including but not limited to removing the device housing, motherboard or small device components and cables. We will contact you with any additional costs needed to repair the device.

A device that has been repaired by another repairer is considered by us as a high-risk repair due to the fact it could have been damaged by previous technicians and we cannot confirm until we disassemble the device. The customer understands the fact that the condition inside the device is unconfirmed and we are not liable for any damages that we notice during

the diagnostics. The customer will be informed immediately if we notice any physical / suspicious damages.

If your device is damaged beyond economical repair as a direct result of a service or repair undertaken by Why Not Fix Ltd, you are entitled to a fully functional refurbished device of equal value to your device, based on its model and condition as received and with the original repair issue resolved. In order to receive a replacement device, full payment must have been received for the repair service and the relevant damaged device must be surrendered to Why Not Fix Ltd.

In no circumstances 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 saving, goodwill or any other indirect or consequential loss or damage of whatsoever nature howsoever arising.

Nothing in this clause 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.

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.

5. General:

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.

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.

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.

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

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 effect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

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

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

6. Website terms & conditions:

The content of the pages of this website is for your general information and use only. It is subject to change without notice.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

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All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.

Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Scotland and Wales.

7. Devices not collected:

Any devices left at Why Not Fix Ltd's premises unclaimed or with overdue invoices for more than 60 days will be disposed of and there will be no chance of receiving the device back or compensation.

8. Data Protection:

We ask for your name and other details so that we can provide you with updates about the repair and notify you when the service is completed. By ticking the T&Cs box and using these services you consent to our use of your personal information as described.

9. Indemnification:

You agree to indemnify, defend and hold harmless Why Not Fix Ltd, its Directors and employees, agents, licensors, suppliers and any third party information providers to the Service from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement (including negligent or wrongful conduct) by you or any other person accessing the Service.