



SERVICE & HARDWARE MAINTENANCE PACK

GENERAL TERMS AND CONDITIONS

This document details the benefits, conditions and exclusions of your Electronic equipment's Service & Hardware Maintenance Pack. Please read these carefully to make sure you understand the provisions and comply with the terms and conditions.

If you have any questions relating to this product please contact Therapy Box on Head Office number as current on www.therapy-box.co.uk or email info@therapy-box.co.uk

In return for the payment for this product we will provide service & support as well as repair / replacement of your Electronic equipment (provided you meet the criteria) during the period of Service & Hardware Maintenance Pack as stated in your Schedule, and subject to the terms, conditions, and limitations shown below or as amended in writing by us. The purpose of this service is to allow users extended support and business continuity in case of hardware mishaps.

DEFINITIONS

Certain words and phrases have special meanings and have the same meaning wherever they appear throughout this document.

Accidental Damage

"the unintentional breakage, destruction or failure of your Electronic equipment, with visible evidence of an external force being applied, which makes the Electronic equipment unusable".

Cosmetic Damage

"non-structural damage that does not affect the usage of the Electronic equipment, including but not limited to scratches, dents and marks".

Electronic equipment

"the item/s purchased by you as detailed in this Service & Hardware Maintenance Pack document".

Email support

"method of you requesting support and us responding to your query being email"



Faulty workmanship

“the failure of any electrical, mechanical or electrical component due to a sudden and unforeseen fault, causing your Electronic equipment to stop working in the intended way, requiring repair or replacement before the Electronic equipment can be used again”.

Inception

“the date this Service & Hardware Maintenance Pack begins with us, as detailed at the bottom of this document”.

Loss

“means that the Electronic equipment has been accidentally left by you in a location and you are permanently deprived of its use”.

Period of Service & Hardware Maintenance Pack

“The period of Service & Hardware Maintenance Pack is 24 months from the start date of this Service & Hardware Maintenance Pack document”.

Phone support

“method of you requesting support and us responding to your query being phone”

Protective case

“the case sold by Therapy Box for the particular Electronic equipment for purposes of protecting the Electronic equipment from drops and shocks”.

Reasonable precautions

“all measures that it would be deemed appropriate to expect a person to take in the circumstances to prevent loss, damage or theft of your Electronic equipment”.

Replacement

“This Service & Hardware Maintenance Pack offers replacement only and is not a replacement as new. If the Electronic equipment cannot be replaced with an identical Electronic equipment of the same age and condition, we will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original Electronic equipment”.

Service & support



“assistance relating to Apple software, Apple hardware or iTunes”

Service instance

“support requests from you regarding Apple software, hardware or iTunes”

Terrorism

“means any act of any person or organisation involving, causing or threatening harm or putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature”.

Theft

“the unlawful taking of your Electronic equipment against your will by another party, by reason of burglary through forcible entry or robbery”.

Unattended

“not within your sight at all times and out of your arms-length reach”.

We, us, our

“Therapy Box Limited, Building 3, Chiswick Park, 566 Chiswick High Street, London, W4 5YA”.

You, your

“the organisation, who owns the damaged Electronic equipment and is listed as the customer in the Service & Hardware Maintenance Pack document”.

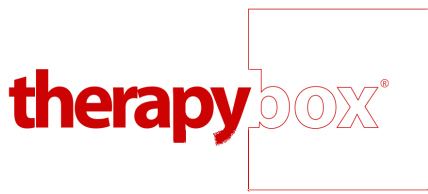
SERVICE & SUPPORT SECTION

A. Apple Software

We will provide you with Service and Support relating to Apple software that we have supplied to you along with the purchase of bundle or assessment kit. You will receive a choice of email or phone support. You can request unlimited number of support instances.

We will not provide Service & Support for:

- Software that is not purchased from us
- Person(s) or organisation(s) that is(are) not listed as the customer at the bottom of this document



B. Electronic equipment

We will provide you with Service and Support relating to your Electronic equipment purchased from us. You will receive a choice of email or phone support. You can request unlimited number of support instances.

We will not provide Service & Support for;

- Electronic equipment not purchased from us
- Electronic equipment not listed at the bottom of this document
- Person(s) or organisations that are not listed as the customer at the bottom of this document

C. iTunes

We will provide you with Service and Support relating to iTunes. You will receive a choice of email or phone support. You can request unlimited number of support instances.

We will not provide Service & Support for;

- iTunes accounts not listed at the bottom of this document
- Person(s) or organisations that are not listed as the customer at the bottom of this document

1. Fair usage policy applies

HARDWARE MAINTENANCE SECTION

A. Accidental Damage

You are required to purchase the relevant protective case applicable for the Electronic equipment current at the time of purchase. The Electronic equipment should not be removed from the case. We will repair your Electronic equipment if it is damaged while in the protective case as a result of an accident. If we are unable to repair your electronic item, a replacement item will be provided.

We will not repair / replace your Electronic equipment if Loss or damage was caused by:

- You deliberately damaging or neglecting the Electronic equipment



- You not following the manufacturer's instructions
- Cosmetic Damage
- Routine servicing, inspection, maintenance or cleaning
- If it is removed from the protective case purchased along with the purchase
- If your Electronic equipment is damaged as a result of accidentally coming into contact with any liquid, we will repair or replace it.

B. Theft

If your Electronic equipment is stolen we will replace it. Where only part or parts of your Electronic equipment have been stolen, we will only replace that part or parts.

We will not replace your stolen Electronic equipment in case of:

- Theft or loss from any motor vehicle where you or someone acting on your behalf is not in the vehicle, unless the Electronic equipment has been concealed in a locked boot, locked glove compartment or other locked internal compartment and all the vehicle's windows and doors closed and locked and all security systems have been activated
- From any building, land, premises or vehicle unless force, resulting in damage to the building or premises, was used to gain entry or exit
- Where the Electronic equipment has been left unattended when it is away from your home
- Where reasonable precautions have not been taken;

C. Loss

If you lose your Electronic equipment we will replace it.

We will not replace your Electronic equipment:

- Where the Electronic equipment has been left unattended when it is away from your office environment
- Where reasonable precautions have not been taken

D. Faulty workmanship

If your Electronic equipment suffers a breakdown within the Service & Hardware Maintenance Pack period, we will repair it. If we are unable to repair your Electronic equipment a replacement item will be provided.

We will not repair / replace your Electronic equipment:



- Where the Electronic equipment has been tampered with
- Where the Electronic equipment has been jail broken

GENERAL CONDITIONS AND LIMITATIONS OF REPLACEMENT SECTION

1. Unless we have agreed differently with you, English law will apply.
2. The Electronic equipment must be purchased from us in way of bundle or assessment kit including a protective case with valid proof of purchase.
3. The Service & Hardware Maintenance Pack period will commence on the same day as the order dispatch day from us.
4. You must provide us with our unique quote / invoice number in case of claim.
5. We may change the terms and conditions of the Service & Hardware Maintenance Pack. We will give you 30 days written notice of any change. Only changes formally made by us and advised to you in writing are accepted as terms under this Service & Hardware Maintenance Pack. No other parties have any jurisdiction to change or agree any different terms.
6. You must take all reasonable precautions to prevent any loss or damage.
7. This Service & Hardware Maintenance Pack is limited to two replacements throughout the period of Service & Hardware Maintenance Pack. Out of the maximum of two claims, one claim per category applies, categories being Accidental Damage, Theft, Loss or Faulty workmanship.
8. Second claim cannot be made within 6 months of making the first claim.
9. The Service & Hardware Maintenance Pack for your Electronic equipment applies to you as assistive technology team of the organisation in case the equipment is used for assessments and the end user in case the equipment funded for that end user.
10. Claims of loss, theft or damage resulting from anyone other than either the assistive technology team or the end user are not permissible. Example of such is but not limited to a family member, friend or carer.



11. Service & Hardware Maintenance Pack is limited and relates to the Electronic equipment listed at the bottom of this document, thus excluding any accessories irrespective of whether they were bought from us at the time of purchase.

EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE SERVICE & HARDWARE MAINTENANCE PACK

Your Electronic equipment is NOT repairable or replaceable for:

1. Repair or other costs for:

- Repairs carried out by persons other than us
- Wear and tear or gradual deterioration of performance and cosmetic damage
- If the serial number has been tampered with in any way.

2. Any claim made, or any event causing the need for a claim to be made, that occurs within the first 14 days of the inception date of the Service & Hardware Maintenance Pack.

3. Any claim if the Electronic equipment has not been used after the date the Service & Hardware Maintenance Pack has been purchased.

4. Any expense incurred as a result of not being able to use the Electronic equipment, or any loss other than the repair or replacement costs of the Electronic equipment.

5. Loss of or damage to accessories of any kind.

6. Loss of Data. Any loss of or damage to information or data contained in or stored on the Electronic equipment

7. Any other costs that are directly or indirectly caused by the event which led to your claim unless specifically stated in this Service & Hardware Maintenance Pack document.

8. Liability of whatsoever nature arising from ownership or use of the Electronic equipment, including any illness or injury resulting from it.

9. Value Added Tax (VAT) where you are registered with HM Revenue and Customs for VAT.



10. Terrorism, war, invasion, acts of foreign enemies, hostilities whether war is declared or not, civil war, rebellion, revolution insurrection, military or usurped power, confiscation, nationalism or requisition or destruction or damage to property by or under the order of any government or public or legal authority.

11. Nuclear Risk - Damage or destruction caused by, contributed to or arising from a) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof.

12. Sonic Boom damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

HOW DO I MAKE A CLAIM

You must:

1. Notify Therapy Box team on Head Office number as current on www.therapy-box.co.uk as soon as possible after any incident likely to give rise to a claim under this Service & Hardware Maintenance Pack
2. Report the theft or loss of the Electronic equipment within 12 hours of the incident
3. Report the theft or loss of any Electronic equipment to the Police within 24 hours of the incident and obtain a crime reference number in support of a theft and a lost property number in support of a loss claim
4. If we replace your Electronic equipment the damaged or lost item becomes ours.
5. If it is returned or found you must notify us and send it to us if we ask you to.

COMPLAINTS PROCEDURE

Although we set ourselves high standards, if we do not meet your expectations and you are not satisfied in some way we would like to know. Please contact us on Head Office number as current on www.therapy-box.co.uk or email us on info@therapy-box.co.uk so we can assist with your complaint.

NOTICE TO CUSTOMERS

1. You are advised that any telephone call made to our Service & Hardware Maintenance Pack document Administration, Claims Services and Quality Assurance departments may be



monitored or recorded. This is to monitor the accuracy of information provided by our customers and our own staff. It may also be used to provide additional training to our staff.

2. If you or anyone acting on your behalf makes any false or fraudulent claim or supports a claim by false or fraudulent document, device or statement, this Service & Hardware Maintenance Pack shall be void and you will forfeit all rights under this Service & Hardware Maintenance Pack. In such circumstances, we retain the right to keep the payment made towards the purchase of Service & Hardware Maintenance Pack. We may also pass your details to the police. The terms and conditions of this insurance do not affect your statutory rights relating to faulty or mis-described goods. For further information about your statutory rights, contact your local authority Trading Standards Department or the Citizens Advice Bureau.

ASSIGNING THIS SERVICE & HARDWARE MAINTENANCE PACK

The benefits of this Service & Hardware Maintenance Pack cannot be transferred to someone else or to any other Electronic equipment without our written permission. For sake of clarity, the customer listed at the bottom of this document will hold the benefits of this Service & Hardware Maintenance Pack product.

FRAUD PREVENTION

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

SERVICE & HARDWARE MAINTENANCE PACK KEY FACTS

Name of the Customer :

Therapy Box Invoice Number :

Applicable iTunes user name :

Applicable Electronic equipment :

Serial Number for the Equipment :

Inception Date :

End date of Service & Hardware Maintenance Pack :