

1. Definitions

1.1. The following words shall have the following definitions in these Conditions:

- "Appliances" means Washing Machines, Washer Dryers, Tumble Dryers, Dishwashers, Fridge Freezers, Fridges, Freezers, Cookers, Ovens & Hobs;
- "Computing" means Laptops, Desktop PCs, & Mobile Phones;
- "Conditions" means these terms and conditions which shall apply to the Services;
- "Contact Centre" means Our customer service department through which Our customers can contact Us by telephone;
- "Data Recovery Service" means the data recovery services set out at Annex 2 to these Conditions;
- "Gaming Consoles" means video gaming consoles;
- "Inspection Fee" means the charge payable by You to Us covering logistics and diagnostics in respect of the product subject to the Services, as set out in the table at Annex 1 to these Conditions, and which will be notified to you at the time of booking the Service;
- "Partial Refund" means a partial refund of the Repair Fee payable by Us to You, as set out in the table at Annex 1 to these Conditions;
- "Repair Centre" means Our centralised repair centre;
- "Repair Fee" means the charge payable by Us to You for the repair of the product, as set out at Annex 1 to these Conditions;
- "Services" means the repair services that we are providing to You as set out either (i) in the Service Docket where You book a Service through one of Our Stores, or (ii) to You by Us over the telephone where You book a Service through our Contact Centre;
- "Service Docket" means the document setting out the Services that You will receive from Us when booking a Service in one of Our Stores, and which is signed by You;
- "Stores" means bricks and mortar store run and operated by Us;
- "TVs" means Televisions;
- "We", "Our", "Us" means Currys Group Limited, a company registered in England and Wales under the number 504877 with registered office at Currys Newark Campus, Long Hollow Way, Newark NG24 2NH; and
- "You" means the customer to whom the Services are provided.

2. Our contract with You

2.1. In order to be eligible for the Services:

- 2.1.1. You must be a minimum of 16 years old;
- 2.1.2. You must have an address for delivery of Your product that is within the United Kingdom; and
- 2.1.3. Your product must be eligible. We will notify You upon Your order as to whether Your product is eligible for the Service.

2.2. These are the terms and conditions on which We will provide the Services to You.

2.3. Where you have purchased the Services from one of our Stores, please ensure that You read these Conditions carefully and check that the details on the Service Docket are complete and accurate, before you sign. These Conditions will become binding on You and Us when You sign the Service Docket.

2.4. Where you have purchased the Services from our Contact Centre, please follow the link provided to these Conditions and ensure that you have read them carefully. These Conditions will become binding on You and Us when You accept the Service over the telephone and make payment in accordance with clause 7 of these Conditions.

3. How to request the Services

3.1. Repairs of Appliances, TVs, Gaming Consoles and Computing can be booked via the Contact Centre or in Store.

3.2 Appliances:

- 3.2.1. repairs will be carried out in Your home (unless We advise You otherwise when ordering the Services);
- 3.2.2. the date of the repair will be agreed with You at the time of booking and is subject to (but not limited to) engineer availability, parts availability and geographical restrictions.

3.3 TVs, Computing and Gaming Consoles:

- 3.3.1. repairs will be carried out in Our Repair Centre;
- 3.3.2. the date of the repair will be agreed with You at the time of booking and is subject to (but not limited to) parts availability.

4. Services

4.1. We will supply the Services to You from either (i) the date set out in the Service Docket, or (ii) the date agreed with you over the telephone, until the date upon which the repair has been completed or the product has been returned to You where You no longer wish to proceed with a repair.

4.2. Any timeframes given for the completion of the Services are estimates only and although We will do our best to adhere to such estimated timeframes, We will not be liable for any delays in the completion of the Services.

4.3. We will make reasonable efforts to repair Your product, subject to the availability of any parts required and the terms of any relevant guarantee or warranty.

4.4. We may decide to replace Your product with an equivalent product instead of completing the repair and references in these Conditions to "repair" shall be interpreted accordingly.

4.5. We will notify You when your product has been repaired. If You refuse to collect or (where relevant) accept redelivery of the repaired product within a reasonable period of time after Our notification to You that We have completed the repair, We may dispose of the product. Any sum obtained on disposal will be used to meet any unpaid estimate or repair charges. Any balance remaining will be paid to You on request.

4.6. Please check the Store opening hours when preparing to collect Your product.

5. What's not included

5.1. The following are not included under these Conditions:

- 5.1.1. repair of faults not highlighted at the time of ordering the Services;
- 5.1.2. costs of any spoiled food caused by product failure;
- 5.1.3. theft, or loss suffered if You cannot use the product;
- 5.1.4. repairs to products of certain ages, to be advised to You by Us upon ordering the Services;
- 5.1.5. regularly replaced items or consumable items, including (but not limited to) built-in batteries and bulbs;
- 5.1.6. cosmetic damage where it does not affect the operation of the product;
- 5.1.7. repair costs due to, exposure to insect infestation or human or animal fluid and/or matter; and
- 5.1.8. all products that are purchased for use by a business or are located on commercial premises. For example, a dishwasher purchased for use in a café or a washing machine purchased by a home-based hairdresser for use in their business is excluded, whilst a washing machine purchased by a landlord for use in a residential rental property is eligible.

6. Home Repairs

6.1. Where the repair is required to be carried out in Your home:

- 6.1.1. You must provide Us with safe and unobstructed access to Your home for the purpose of carrying out the Services and any other obligations under these Conditions;
- 6.1.2. You must provide Our personnel with adequate safe working space and facilities and clear access to the site to enable Us to carry out the Services;
- 6.1.3. You must provide any necessary power or water supplies to enable us to carry out the Services;
- 6.1.4. unless agreed otherwise with us in advance, provide Us with nearby free of charge parking facilities, or (if applicable) a permit to enable parking at Your home;
- 6.1.5. prior to the commencement of the Services, inform Us of all dangerous gases, liquids and any other materials of any nature whatsoever which are present at your Home and which could constitute a danger to Us in carrying out the Service;
- 6.1.6. there may be events outside of Our control that prevent Us from reaching Your home. Where this occurs We will contact You as soon as possible to arrange an alternative date for the repair. We will do what We can, but cannot be held liable if We cannot fulfil the repair on the selected dates due to reasons beyond Our control;
- 6.1.7. if We are unable to complete a repair (because the area is not suitable or You are not in Your home at the scheduled repair time), We reserve the right to charge You for any reasonable rescheduling costs incurred by Us;
- 6.1.8. if We are unable to carry out the repair due to Your fault (including, but not limited to, You not being in the Your home at the scheduled visit time or not granting Us access to Your home to carry out the repair), We will seek to arrange for a rescheduled visit time. Where We cannot carry out a repair for a reason under this clause 6.1.8 on more than one occasion, we will cancel the Service and you will be entitled to Your Partial Refund.

7. Charges

7.1. For all repairs carried out by Us in the Repair Centre:

- 7.1.1. You will be required to pay to Us the Inspection Fee or Repair Fee (as applicable) at the time of booking the Service;
- 7.1.2. the Inspection Fee is non-refundable;
- 7.1.3. in respect of TVs and Computing:
 - 7.1.3.1. following the inspection of the product, We will contact You to confirm the repairs that are required to Your product and the Repair Fee that will be payable for such repair;

7.1.3.2. should You accept the repair and the Repair Fee, the Repair Fee shall be payable prior to Us carrying out the repair Services;

7.1.3.3. should you not wish to proceed with the repair Service then no further charges are payable by You and We will return your product to You;

7.1.4. in respect of Appliances and Gaming Consoles:

7.1.4.1. You will be required to pay to Us the Repair Fee at the time of booking the Service;

7.1.4.2. where We can successfully repair Your product first time there shall be no further charges by Us in respect of the Services;

7.1.4.3. in the event that We cannot repair Your product first time, You shall be entitled to a Partial Refund;

7.1.4.4 following the inspection of the product, where the repair required relates to the Gaming Console's hard drive or circuit board, We will contact You to confirm the repairs that are required to Your product and the Repair Fee that will be payable for such repair. Should You not wish to proceed with the repair Service then no further charges are payable by You and We will return your product to You.

7.1.5. in the event We cannot repair the applicable product, no further charges will be payable by You and the Inspection Fee shall be retained by Us.

7.2. For all repairs carried out by Us in Your home:

7.2.1. You will be required to pay to Us the Repair Fee at the time of booking the Service;

7.2.2. where We can successfully repair Your product first time there shall be no further charges by Us in respect of the Services;

7.2.3. in the event that We cannot repair Your product first time, You shall be entitled to a Partial Refund.

7.3. All charges for the Services are subject to change and promotional periods and (subject to clauses 7.1.3 to 7.1.5 (inclusive)), You will be notified of the charges before accepting the Service.

7.4. Any costs incurred to recover payment will be passed on to You.

7.5 Payments for the Services will be taken by Currys Retail Limited, which is part of the Currys group.

8. No Fix Guarantee

8.1. In the event that We cannot repair the product (excluding mobile phones) We will provide You with a Currys goodwill giftcard credited with £25 towards the acquisition of a replacement product.

8.2. The credit on the giftcard must be used within three (3) months of its issue.

8.3. In order to access Your giftcard You will need to have an email address or valid telephone number (where the telephone accesses the internet).

8.4. Standard giftcard terms and conditions apply (please see <https://www.currys.co.uk/services/gift-cards-page.html> for further details).

9. Liability and Risk

9.1. We will not be liable for any loss or damage caused by Us in circumstances where:

9.1.1. there is no breach of a legal duty of care owed to You by Us;

9.1.2. such loss or damage is not reasonably foreseeable; and / or

9.1.3. damage to the product is caused by any repairs You have made or You have had carried out by third parties (i.e. not Currys) on the product.

9.2. We will not be liable any loss or damage caused wholly or mainly by Your breach of these Conditions.

9.3. Our liability shall not in any event include losses related to any business of a customer including but not limited to lost data, lost profits or business interruption.

9.4. Nothing in these Conditions shall:

9.4.1. exclude or limit Our liability for death or personal injury resulting from our acts or omissions or those of Our agents or employees; or

9.4.2. limit Your rights as a consumer under applicable UK law.

9.5. All Services are provided on a commercially reasonable basis. Although We will provide the Services with reasonable skill and care, we make no warranty that the Services will meet Your exact requirements or that they will always be available.

9.6. Each provision of this clause 9 operates separately. If any part is disallowed, or is not effective, the other parts will continue to apply even after Our agreement has been terminated or cancelled.

9.7. We only supply the Services for domestic and private use. You agree not to use the Services for any commercial, business or re-sale purpose (see clause 5.1.8 for examples of what constitutes commercial or business use), and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9.8. The risk of loss or damage to the product shall pass to Us upon delivery of the product to Our premises. It shall then pass to You upon delivery to or collection of the products by You.

10. Data Protection

10.1. We will use the personal information You provide to Us to provide the Services to You.

10.2. We ask for Your name and address: (a) so that We can give You an efficient after sales service, and (b) as We may be required to provide Your personal data relating to this repair on to the manufacturer of the product so that the manufacturer can monitor any issues with the products and/or contact You for a satisfaction survey about Our provision of the Services to You.

10.3. Currys is committed to keeping your details safe and secure, and only processed in accordance with data protection legislation.

10.4. If You do not wish to be contacted for this survey, please let Us know at the time you sign Your Service Docket. If You change your mind at a later date, please contact the manufacturer via their website to update Your preferences.

10.5. In the event that We process any of Your personal data in providing this service or passing personal data to the manufacturer, We will be the data processor and the manufacturer of Your product shall be the data controller. More information on how Currys uses Your data, along with Your data protection rights are set out in our Privacy Policy. We also recommend you read the manufacturer's Privacy Policy, which will be available on their website.

10.6. We will not provide Your personal data to any other third party.

10.7. When You contact Us, We may ask for this personal information to be able to check Your identity and We may make a note of this contact if it is relevant to Your record.

11. Accessories and Data

11.1. Where your product contains a USB drive, Amazon Fire Stick, Chromecast or other accessories, you should remove any such accessories prior to our provision of the Services. We cannot be held liable for any damage or loss to such accessories that You have failed to remove from your product.

11.2. By agreeing to these Conditions, You confirm that You have backed up any important data stored on Your product prior to the commencement of the Services. Data may be lost during the provision of the Services and We cannot accept any responsibility for such loss. You acknowledge that We may have to reset the manufacturer's factory/default settings for Your product in order to carry out the Services. This process might delete any data, personal information or settings held on Your product.

11.3. We offer a Data Recovery Service should You wish to obtain assistance in backing up Your data. Full terms and conditions of the Data Recovery Service can be found at <https://www.currys.co.uk/services/service-information.html#fix>.

11.4. We are not responsible for Your data or applications. Please ensure You have backups before handing over Your product for repair/upgrade.

11.5. Should a service require Your product to be reformatted to factory settings, We will not be responsible for any data lost.

11.6. You are authorising us to accept software end-user license agreements on Your behalf as necessary to complete the repair; to this end We will use the personal information You have provided to Us in connection with this service.

12. Repair Guarantee

12.1. Our repair work is guaranteed for twelve (12) months from the date the product is returned to You for the fault We repair if the part goes faulty ("Guarantee Period"). If the same fault occurs on the product within the Guarantee Period, this will not reset or extend the Guarantee Period.

12.2. If the same fault reoccurs within the Guarantee Period, You should call Our customer services line (0800 023 4701).

12.3. The following are not covered by your repair guarantee:

12.3.1. regularly replaced items or consumable items, including (but not limited to) built-in batteries and bulbs;

12.3.2. cosmetic damage where it does not affect the operation of the product;

12.3.3. damage or breakdown due to flood, wind or other severe weather conditions or fire (unless caused by an electrical malfunction within the product);

12.3.4. repair costs due to neglect, abuse or misuse of the product, exposure to insect infestation or human or animal fluid and/or matter; and

12.3.5. use of the product for business purposes (see clause 5.1.8 for an example of what constitutes business purposes).

12.4. If We cannot solve the problem over the telephone We will arrange for an engineer to visit Your home, send any parts to You at Your home, collect the product from Your home (at Our cost) or require You to either bring the product into one of Our Stores or send it to Our Repair Centre (at Our cost).

12.5. If We are unable to repair Your product or where the same fault has reoccurred on more than one occasion We will carry out further repairs during the Guarantee Period where possible. However, We do reserve the right to replace Your Product at our discretion where We cannot repair the product. Any replacement under this clause 12.5 will be provided by

way of a voucher to obtain a replacement in one of Our stores. The value will be based on an equivalent or similar specification product up to a maximum of Your original product purchase price.

13. Collection of Your product

13.1. Please provide Your name and job reference number that We provided to You upon booking the Service when collecting Your product. If You fail to do so, We may be unable to return the product to You. Please ensure that You check Your product carefully at the time of collection. Defective and/or faulty parts or components which have been replaced during the repair will not be returned to You.

13.2. Once Your product is available to collect, We will notify You of this. The product must be collected within 90 days from the date of our notifying You that it is available for collection. If the product is not collected within this period, We shall be entitled to dispose of your product (at our discretion).

14. Handling Complaints and Sending Notices

14.1. If You wish to make a complaint you may do so in the following way:

14.1.1. by calling 0800 023 4701;

14.1.2. in writing addressed to: Currys Group Limited, PO Box 373, Southampton, SO30 2PP;

14.2. If You need to send Us a notice in relation to these Conditions You can do so by post to Currys Group Limited, PO Box 373, Southampton, SO30 2PP.

14.3. Proof of sending does not guarantee Our receipt of Your notice. You must ensure that You have received an acknowledgement from Us which should be retained by You.

15. Governing Law:

15.1. These Conditions are governed by the laws of England and Wales and each party may bring legal proceedings in the courts of England and Wales.

Currys Chargeable Repairs - Terms and Conditions



Annex 1 – Charges

		Pricing		
Channel	Category	Inspection Fee	Repair Fee	Partial Refund
Repair Centre	Laptops	£50.00	To be agreed with You following Our inspection of the product	N/A
	Desktops	£50.00	To be agreed with You following Our inspection of the product	N/A
	TV	£149.00	To be agreed with You following Our inspection of the product	N/A
	Gaming Consoles	N/A	£99.00 For circuit board and/or hard drive repairs, the Repair Fee is to be agreed with You following Our inspection of the product	£54.00
Your home	Refrigeration 1 Door	N/A	£149.00	£74.00
	Refrigeration 2 Door	N/A	£149.00	£74.00
	American Fridge Freezer	N/A	£179.00	£104.00
	Dishwasher	N/A	£149.00	£74.00
	Electric Oven	N/A	£149.00	£74.00
	Electric Range Oven	N/A	£179.00	£104.00
	Gas Oven	N/A	£149.00	£74.00
	Gas Range Oven	N/A	£179.00	£104.00
	Hob	N/A	£149.00	£74.00
	Gas Hob	N/A	£179.00	£104.00
	Tumble Dryer	N/A	£149.00	£74.00
	Washer Dryer	N/A	£149.00	£74.00
	Washing Machine	N/A	£149.00	£74.00