**Terms and Conditions – Orbit products Out of Warranty Repairs Service (August 2021)**

Thank you for choosing RNIB’s out of warranty repair service for your Orbit Product.

These terms and conditions apply to the contract made between you and RNIB for the Orbit Out of Warranty Repair Service. Please note that by placing an order for the Orbit Out of Warranty Repair Service (as defined below) you are accepting these terms and conditions. You should print a copy of these terms and conditions or save them to your computer for future reference.

A copy of these terms and conditions are available in braille, large print, audio or accessible PDF on request by contacting our Helpline team at +44 (0)303 123 9999 or by e-mailing us at helpline.mailbox@rnib.org.uk.

Please note that we reserve the right to amend these terms and conditions from time to time as set out in paragraph 12. These terms and conditions were most recently updated in August 2021.

**1. Definitions**

“**Contract**” means the contract between you and RNIB for the Orbit Out of Warranty Repair Service.

"**Event Outside Our Control**" means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

"**Orbit Product**" means:

1. Orbit Reader 20;
2. Orbit Reader 20 Plus;
3. Orbit Reader 40; or
4. Orbit Writer

“**Orbit Out of Warranty Repair Service**” means the service provided by RNIB to repair Orbit Products for which the Orbit Warranty Period has expired, consisting of a diagnostic service to diagnose the fault(s) in the Product and if selected by you the repair and return of the Product;

**"Orbit Warranty Period"** means the period ending twelve (12) months from the date of purchase;

“**Product**” means the Orbit Product that is the subject matter of the Contract;

"**RNIB**" means RNIB Enterprises Limited, a company with registered number 0887094 and with registered office at 105 Judd Street, London, WC1H 9NE.  RNIB Enterprises Limited is a wholly owned subsidiary of the Royal National Institute of Blind People (a charity registered in England and Wales (226227), Scotland (SC039316) and Isle of Man (1109)).

"**terms and conditions**" means these terms and conditions;

"**we**", "**us**" and "**our**" means RNIB;

and "**you"**, "**your**" and "**yours**" means the person receiving the Orbit Out of Warranty RepairService.

1.2 In these terms and conditions, the headings are included for convenience only and shall not affect the interpretation or construction of these terms and conditions.

1.3 In these terms and conditions, unless the context requires otherwise, any reference to:

(a) any reference to the singular includes the plural (and vice versa);

(c) a **person** includes any individual, firm, company, corporation, government, state or agency of state or any association, trust or partnership (whether or not having a separate legal personality);

(d) a **statute** includes any consolidation or re-enactment, modification or replacement of the same, any statute or statutory provision of which it is a consolidation, re-enactment, modification or replacement and any subordinate legislation in force under any of the same from time to time except to the extent that any consolidation, re-enactment, modification or replacement enacted after the date of the terms and conditions or the Contract would extend or increase the liability of any party to another under the terms and conditions or the Contract; and

(f) **writing** shall include any modes of reproducing words in a legible and non-transitory form.

**2. Contacting us**

2.1 If you wish to contact us for any reason, including because you have any complaints or to cancel a contract in accordance with your legal rights (as described in paragraph 4, below), you can contact us by telephoning our Helpline team at +44 (0)303 123 9999 or by e-mailing us at helpline.mailbox@rnib.org.uk or by post to RNIB Helpline, Northminster House, Northminster, Peterborough, PE1 1YN.

2.2 If there is any aspect of our service that you are not happy with, in the first instance please contact our Helpline team using the contact details given above.  We aim to resolve all complaints in as timely a manner as possible to the best outcome for both parties.

2.3 If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order.

**3. Out of Warranty Repair Service**

3.1 For the avoidance of doubt, the Orbit Out of Warranty Repair Service is limited to Orbit Products only.

3.2 You may return your out of Warranty Period, Orbit Product to RNIB for a diagnostic check as follows:

3.2.1 RNIB arrange courier collection – by opting for RNIB collection incurs £41.00 charge. RNIB becomes responsible for the delivery of the Product from the moment of pick-up.

3.2.2 Consumer sends Orbit 20 to Contractor – by opting for self-arranged delivery, you incur a £28.00 charge. You will be provided with an address (or nominated drop-off) and advised to send via courier or Royal Mail service which covers for loss or damage up to £500. You will not hold RNIB responsible for any issue that arises while the Product is in transit.

3.3 The payments at paragraph 3.2 are to be made upfront. They are inclusive of the diagnostic check, return courier service and if selected, the courier collection service.

3.4 Repairs will be carried out in accordance with the terms of this paragraph 3.4:

3.4.1 If the Product can be repaired, you will be notified within five (5) working days from receipt of the Product via email or telephone detailing the nature of the fault and the cost of the repair work.

3.4.2 If you wish us to carry out the repair you must confirm via email, or by calling our Helpline within two (2) days of receipt of the notification given under paragraph 3.4.1.

3.4.3 Payment for the repair must be made in advance. The order is only generated once the payment is taken ("**Order Generation Date**").

3.9 You should note that repairing the Product may take up to thirty (30) working days from Order Generation Date. Once ready, you will be notified that the Product is ready for collection, or to be picked up for delivery by our nominated courier.

3.10 If you select not to proceed with the repair, you will be notified of the mechanism for the return of the Product. The price for the return of the Product is included in the fees set out at 3.2.

3.11 If we are unable to find fault on the Product or decide not to go ahead with any repairs, we will return your device to you un-repaired. For Products which are beyond economic repair we will not charge any fees and will let you know of this decision as soon as possible. We may on occasion keep the Product until all charges payable have been paid.

3.12 All repairs are undertaken by an approved third-party contractor.

**4. Cancellation**

4.1 You have the right to cancel this Contract within fourteen (14) days without giving any reason by using the contact details set out at paragraph 2.

4.2 The cancellation period will expire after fourteen (14) days from the date on which you agreed to go ahead with the Orbit Out of Warranty Repair Service.

4.3 Your notice to cancel will have been taken to be received as soon as you make contact with us to cancel your Contract or in the case of email as soon as it is sent.

4.4 If you cancel this Contract during the cancellation period, we will refund advance payments received from you in respect of the Orbit Out of Warranty Repair Service no later than fourteen (14) days after the day on which we are informed about your decision to cancel this Contract.

4.5 If you have requested us to begin any part of the Orbit Out of Warranty Repair Services during the cancellation period or if you cancel after the cancellation period we shall only refund you for the Orbit Out of Warranty Repair Services which have not yet been performed as at the date of cancellation.

4.5 For the avoidance of doubt, if we have completed the diagnostic service for you and you wish to cancel the repair service only in accordance with this paragraph 4, we will not issue a refund in respect of the diagnostic service.

**5. Future Faults**

5.1 After a repair our chargeable work and the parts used are guaranteed for three (3) months. This guarantee does not affect your statutory rights in relation to the quality and description of materials and services. You can contact your local trading standards or Citizens Advice Bureau if you need more information about your statutory rights.

**6.Our liability to you**

6.1 If we fail to comply with these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these terms and conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this Contract.

5.2 We do not in any way exclude or limit our liability for:

(a) death or personal injury caused by our negligence;

(b) fraud or fraudulent misrepresentation;

(c) defective products under the Consumer Protection Act 1987;

(d) a breach by us of our obligations under s49 – 53 Consumer Rights Act 2015.

**7. Events outside our control**

7.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by an Event Outside Our Control.

7.2 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

7.3 You may cancel a Contract affected by an Event Outside Our Control which has continued for more than thirty (30) days. To cancel please contact us as described in paragraph 2.1. If you opt to cancel we will refund the price you have paid, including any delivery charges.

**8. Assignment**

8.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these terms and conditions. We will always notify you if this happens.

8.2 You may only transfer your rights or your obligations under these terms and conditions to another person if we agree in writing.

**9. Third party rights**

This Contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**10. Invalidity**

Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will not be affected and will remain in full force and effect.

**11. Waiver**

If we fail to insist that you perform any of your obligations under these terms and conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

**12. Our right to vary these sale terms**

12.1 We amend these terms and conditions from time to time. Please look at the top of this page to see when these terms and conditions were last updated and which clauses or parts of these terms and conditions were changed.

12.2 Every time you order Orbit Out of Warranty Repair Service from us, the terms and conditions in force at the time of your order will apply to the Contract between you and us.

**13. Law and jurisdiction**

Please note that these terms and conditions are governed and construed by English law. This means a Contract for the Orbit Out of Warranty Repair Service and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both irrevocably agree to that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out or in connection with a Contract for the purchase of Orbit Out of Warranty Repair Service.