

# Sync3 Terms and Conditions

## DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear:

**Guarantee Period** – 24 months from the expiry of the manufacturer's warranty period.

**Location** – The property situated in the United Kingdom, Channel Islands or Isle of Man

**Mechanical / Electrical Failure** – The sudden failure or breakdown of the equipment which results in the stoppage of its normal functions

**We, Us, Our** – GBM 16-18 Midland Street, Ardwick, Manchester, M12 6LB trading as Sync, 63 Deansgate, Manchester, M3 2BW

## WHAT IS COVERED?

Under Sync3, we will cover the equipment (iPhone, iPad or Mac) against mechanical / electrical failure including the cost of parts and labour subject to the terms and conditions stated below.

## WHAT IS NOT COVERED?

1. If the manufacturer's / repairer's seal is broken then all benefits under the guarantee will cease.
2. Repairs not authorised by us or not undertaken by our appointed engineer.
3. Return to base charges where the fault relates to a software or programme error.
4. Unauthorised modifications to the equipment.
5. Consumable or auxiliary items e.g. discs, leads, printers, batteries / battery packs or any accessories, peripherals or external hardware supplied with the equipment.
6. Accidental, malicious or intentional damage to the equipment.

7. Failure to comply with the manufacturer's instructions for the care of the equipment.
8. Faults relating to the installation of the equipment, or software.
9. Corrupted or conflicting software installed or as a result of a computer virus.
10. Claims relating to maladjustment, incorrect configuration or setting of manual controls or programming.
11. Damage caused by foreign objects or substances.
12. Faults reported under the manufacturer's warranty period or which relates to a manufacturing fault or recall.
13. Claims arising from the interruption, surge or complete failure of the power supply however caused.
14. Inadequate ventilation of the equipment.
15. Claims arising as a result of normal wear and tear (e.g. fuses, batteries).
16. Consequential loss of any type.
17. Loss of data or information.
18. Software of any kind, including software failure. Once your device has been diagnosed, we will report any issues to you. If a fault is found, but is not covered by your warranty (see 'WHAT IS NOT COVERED'), or where no fault is found, we will issue you with a standard-rate charge of £50 exc. VAT, to cover handling, logistics, and the service checks carried out during the system diagnosis.

## **CLAIMS PROCEDURE**

To obtain cover under the guarantee it is vital we are contacted by telephone on 0330 159 5900, or by email on [hello@wearesync.co.uk](mailto:hello@wearesync.co.uk). At the time of reporting a fault please make sure you have:

- The make, model and serial number of the equipment
- The nature of the fault
- Access to the equipment to allow diagnosis of the fault

## **GENERAL CONDITIONS**

We will make all reasonable attempts to provide the provision of service except where it is precluded by:

- Adverse weather conditions
- Industrial disputes (official or not)
- Failure of the public transport system (including the road network) and repair thereto
- Other circumstances preventing access to your location or otherwise making provision of cover impractical

We shall be entitled to: Decline cover if, in our opinion, the location or services have not been maintained in a safe or serviceable condition. Decide on the most appropriate means of providing cover, although we will take your wishes into account whenever possible.

If you request any additional work to be undertaken you will be responsible for the additional costs. We shall not be responsible for any inconvenience, loss or damage caused by delay in the supply of spare parts or components by the manufacturer or their suppliers or agents. In the event that the parts for the equipment are no longer available, or the equipment is beyond economical repair, we will provide a replacement product based on a model of the same or similar specification. This guarantee is governed by and construed in accordance with the Law of England and Wales.

All benefits under this guarantee will be lost if a claim under this guarantee is made that is false or dishonest in any way. Where the equipment is deemed to be beyond economical repair and is replaced under the terms of the guarantee all benefits under the guarantee will cease. Where the equipment is deemed as being portable we shall only attend the registered location to undertake repairs. In the event that there is another warranty in force covering the Registered Equipment then we shall only pay our rateable proportion of any claim under this agreement. All repairs provided are under the terms of our Repair Terms and Conditions.

Our aim is at all times to provide a first class standard of service. However, if you feel that this has not been achieved regarding this Guarantee please contact: [chris.costello@wearesync.co.uk](mailto:chris.costello@wearesync.co.uk)

Your legal rights are not affected by this Guarantee.