

The logo consists of a blue rounded square with the word "SmartCare" in white. The word "Smart" is underlined with a thin white line.

SmartCare

Your extended
warranty service

Free device repair or replacement (once / year).
Replacement of faulty batteries / chargers.
A free loan device while you wait.



Device:

Serial number:

Valid from / to:

How it works

If you have a problem with your device you can contact our Support Team on 01684 578868. Please have the device name and serial number handy, as well as all the information you have about the damaged or faulty equipment.

It is advisable to be connected to the internet so we can try to analyse and repair any faults remotely.

We may ask you to connect to Smart Support. You can do this in your internet browser (thinksmartbox.com/answer/remote-support) or in Grid 3 (Menu Bar > Help > Remote Support).

If we are unable to resolve your problem over the phone, we will ask you to complete a device repair form and pack your device for collection.

We will give advice on packaging your device safely to prevent damage in transit.

If we have a copy of your grid set and user settings, we will put these resources on a swap out device that you may borrow until your device is repaired.

Please note that the swap out device will be similar but may be an older, slightly different or refurbished model.

We will arrange collection of your device for repair.

Once the device is repaired we will contact you to arrange the return of your device and the collection of the swap out device.

What is not included

Loss or theft of a device – please note that this can be covered by an insurance company.

Damage caused by liquid.

We expect you to take every reasonable precaution against damaging your device.

Damage caused deliberately or by neglect or misuse is not covered. We may still be able to repair your device, but the repair will be chargeable.

Multiple incidences of accidental damage within one year. We will carry out a maximum of one free repair for accidental damage for each year of cover purchased.

Damage caused when transporting the device from you to our offices. It is crucial that all items are properly packaged to prevent this. Please ask if you need advice on proper packaging.

Damage caused by any attempted repair that includes unscrewing parts or tampering with the hardware, unless authorised by Smartbox.

SmartCare does not cover any access devices that are used with your system. However, for expensive items like eye gaze cameras, additional extended warranties are often available.

SmartCare does not cover the any third party software that was installed after the supply of your system. You may need to re-install such programs after the repair is complete.

End of SmartCare

When a device is 5 years old, we are no longer able to provide a SmartCare package. We will continue to make repairs on a case by case basis where charges will be made accordingly. This will only be possible if computers and components are still available to us.

SmartCare is subject to standard Terms and Conditions. Please read these carefully. If there is any conflict between this leaflet and the standard Terms and Conditions, the standard Terms and Conditions take precedent.

SmartCare Terms and Conditions

1. Definitions

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

a) Device: means a Smartbox Assistive Technology device;

b) Quote: your quote for SmartCare services from Us, providing extended support Services for your Device, provided to you by Us;

c) Services: the services that We are providing to you in accordance with your Quote and as further described in these Terms;

d) Terms: the terms and conditions set out in this document; and

e) We/Our/Us: being Smartbox Assistive Technology Limited, registered at Companies House under registration number 05541084, registered at Smartbox Assistive Technology, Ysobel House, Enigma Commercial Centre, Sandys Road, Malvern, WR4 1JJ and registered for VAT under the VAT number GB 871 4309 25.

2. Our Contract with You

2.1 These are the Terms on which We supply the Services to You.

2.2 Please ensure that you read these Terms carefully, and check that the details on the Quote and in these Terms are complete and accurate, before you confirm your acceptance of Our Quote. If you think that there is a mistake please contact Us.

2.3 When you confirm to Us that you accept Our Quote, this does not mean We have accepted your order for Services. We will confirm Our acceptance of the order with you.

2.4 If you are purchasing the Services after the initial supply of the Device We reserve the right to inspect the Device before accepting your order. Any faults must be remedied at the normal repair cost before your order for the Services will be accepted.

2.5 These Terms will become binding on you and Us when we confirm Our acceptance of the order with you, at which point a contract will come into existence between you and Us.

2.6 If any of these Terms conflict with any term of the Quote, the Quote will take priority. If any of these Terms conflict with the description of Services set out at the beginning of this document, these Terms will take priority.

3. Changes to Quote of Terms

3.1 We may revise these Terms from time to time. If We do revise these Terms We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with clause 9.

4. The Services

4.1 We will supply the Services to you from time to time on a services only basis.

4.2 The Services may include:

- a) The repair or replacement of your Device at no additional charge if it develops a fault occurring from normal and intended use or accidental damage (repairs for accidental damage being limited to one repair per year only). This does not include repair or replacement for loss, theft, damage by liquid or damage caused by deliberate misuse, neglect, transportation or attempted repair by anyone other than Us and We reserve the exclusive right to determine whether a damaged Device is covered under this clause 4.2;
- b) The replacement of any faulty batteries (only if that battery has complete failure or less than 30 minutes battery life) and chargers;
- c) Where possible the supply of a free loan Device whilst your repair is being completed (excluding Devices where the setup is in Our opinion only unusual or specialised, in which case We reserve the absolute right to refuse the provision of a loan Device);
- d) The provision of an online resource for you to upload your settings to allow a rapid setup of a courtesy Device;
- e) Telephone and remote support from our customer and technical support team; and
- f) All shipping costs (being the collection and return of the Device).

4.3 The Services do not extend beyond the Device and expressly exclude any Services requested for any access devices or third party software installed on your Device.

4.4 We reserve the right to refuse to repair a Device if We consider the Device to be beyond repair.

4.5 We reserve the right to supply a similar replacement Device if spare parts are no longer available or to use a refurbished Device as part of any repair or replacement.

4.6 We reserve the right to change the Services subject to clause 3.

5 Providing the Services

5.1 Subject to clause 7 We will supply the Services to you from the date agreed between Us in writing for a maximum period of five years from the date of purchase of the Device for such period as is agreed in your Quote.

5.2 When the Device is five years old We are no longer able to supply the Services to you. We will continue to make repairs on a case by case basis where charges will be made accordingly. This will only be possible if computers and components are still available to us.

5.3 We will make every effort to complete the Services on time. We may have to suspend the Services if We have to deal with technical problems or unforeseen problems outside of our control.

5.4 We may also suspend the Services if you do not pay Us for the Services when you are supposed to. Such suspension of Services will not affect Our right to charge you interest under clause 7.

6. If there is a problem with the Services

6.1 In the unlikely event that there is any defect with the Services:

- a) Please contact Us and tell Us as soon as reasonably possible;
- b) Please give Us a reasonable opportunity to repair or fix any defect; and
- c) We will use every effort to repair or fix the defect as soon as reasonably practicable.

You will not have to pay Us to repair or fix a defect with the Services.

6.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, of if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

7. Price and Payment

7.1 You will pay Us for the Services annually in advance. The price of the Services is set out in Our price list (as may be amended from time to time). Our prices may change at any time, but price changes will not affect orders that We have confirmed with you.

7.2 These prices include VAT at the appropriate rate. However, if the rate of VAT changes between the date of the order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

7.3 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

8. Our liability to you

8.1 If We fail to comply with these Terms, We are responsible for direct loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any direct loss or damage that is not foreseeable or too remote nor for any indirect loss or damage.

8.2 Our maximum aggregate liability to you for any cause whatsoever shall be limited to a sum equivalent to 100% of the fees paid by you for the Services as set out in Annex One.

8.3 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, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9. Your rights to cancel and applicable refund

9.1 Before We begin to provide the Services, you may have the right to cancel a Quote for Services, including where you choose to cancel because We change these Terms under clause 3 to your material disadvantage. You may cancel a Quote for Services at any time before the start date for the Services by contacting Us. We will confirm your cancellation in writing to you.

10. Our rights to cancel and applicable refund

10.1 We may have to cancel a Quote before the start date of the Services due to an event outside of our control or due to the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.

10.2 Once We have begun to provide the Services to you, We may cancel the contract

for the Services at any time by providing you with at least 30 calendar days' notice in writing. Any payment you have made for Services that have not been provided will be refunded to you on a pro rata basis, the amount of which being calculated at our sole discretion.

10.3 These Terms will cancel automatically once your Device is five years old. We will continue to make repairs on a case by case basis where charges will be made accordingly. This will only be possible if computers and components are still available to us.

11. Information about us and how to contact us

11.1 We are a company registered in England and Wales. Our company registration number is 05541084 and Our registered office is at Smartbox Assistive Technology, Ysobel House, Enigma Commercial Centre, Sandys Road, Malvern, WR14 1JJ.

11.2 If you have any questions of if you have any complaints, please contact Us. You can contact Us by telephoning Us at 01684 578868.

12. How we may use your personal information

12.1 You consent that We may use the personal information you provide to Us to (a) provide the Services; (b) process your payment for such Services; and (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

12.2 We will not give your personal data to any third party.

13. Other important terms

13.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

13.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

13.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.4 These Terms shall not be varied unless agreed in writing by the parties.

13.5 If We fail to insist that you perform any of your obligations under these Terms, 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.

13.6 These Terms are governed by English law. You and We both agree to submit to the exclusive jurisdiction of the English courts.

If you have a problem with your device call us on:

01684 578868

Smartbox