

# Onsite After Sales Service Terms and Conditions

Vodafone Malta Limited ('we'/'us') is offering its customers ('you) an onsite after sales service (the 'Service/s') as regulated by these terms and conditions and subject to the Limited Manufacturer's Warranty (the 'Limited Warranty') that comes enclosed with your device and/or accessory (collectively the 'Product/s'). We shall use our best endeavours to assist you, however we may be unable to do so if the documents mentioned in term 1.1 below are not produced upon request hence we advise you to also keep the signed and stamped Limited Warranty document.

## 1. Requirement of the Service:

- 1.1. You are hereby advised to retain the receipt as proof of purchase of the Product and to ensure that the date of purchase is visible for the purpose of any warranty claims. You are also advised to retain the signed and stamped Limited Warranty document.
- 1.2. During the warranty period, upon presentation of the documents specified in Term 1.1 above, and subject to the conditions of the Limited Warranty and these service terms, we shall proceed to repair or (at our sole discretion) replace the Product or its defective parts, free of charge as per term 5 below and in accordance with the relevant provisions of the Consumer Affairs Act.
- 1.3. If your Product falls outside the warranty period, if the warranty is voided such as for example if the fault is due to your negligence or fault, or if you fail to provide the documentation specified in this Term 1, we may still carry out repairs on the Product at an additional charge as specified by the onsite after sales representative.

## 2. Conditions:

- 2.1. The conditions stipulated in the Limited Warranty form shall apply.
- 2.2. You hereby confirm that prior to the handing over of the Product for Service you have removed any confidential information of a proprietary and/or personal nature from the Product; You have already carried out all necessary backups of all programs, information and data; and you have removed the SIM Card/s and all removable accessories, external devices, media, memory cards, sticks, chips and their contents from the Product.
- 2.3 Notwithstanding Term 2.2, you agree that in the event that any personal information is left on the Product, it shall be deleted as per your request to have the Product repaired. Thus we shall not be held liable in the event that any data/ personal information, including programmes is lost and/or if any removable accessories, external devices, media, memory cards, sticks, chips and their contents is/are damaged during the repair process. Should you fail to remove any removable accessories listed in Term 2.2, you acknowledge that you shall be handing over the Product at your own risk.
- 2.4 Upon the arrival of our onsite after-sales representative you shall be required to sign the 'Onsite Works Form' attached overleaf, confirming the request and the nature thereof as well your acceptance of these terms and conditions. Upon completion of the Service you shall be required to sign our Onsite Works Form again confirming satisfactory completion of the services.

**3. Our Liability:** Our liability is limited to repairing or replacing the defective part or replacing the Product at our sole discretion in accordance with the law. This Service does not include and hence we shall not be responsible for:

- 3.1. The restoration or reinstallation of any programs and/or data on the Product following the Service, other than the software supplied with the Product by the manufacturer at the time of purchase; **and**

3.2. Any interoperability or compatibility issues that may arise when Products, software or options not supported by the manufacturer of the Product are used with the Product.

#### **4. Rates and Payments:**

4.1. The following rates shall apply in relation to the Service carried out on the Product in warranty,

4.2. Our Services shall be chargeable as follows:-

4.2.1. **On a Per Call Basis** – You shall be charged a flat rate of €39 per call covering after-sales services such as on-the spot support, loan unit service upon request, upgrades, software intervention, back-ups and data transfers. For a full list of after-sales services provided on a per call basis please consult Our website ([www.vodafone.com.mt](http://www.vodafone.com.mt)).

4.2.2. **On an Annual Subscription Basis** – You shall be charged a one-time annual fee of €149 which shall cover an unlimited number of call-outs and shall cover after-sales services such as repair/replacement on the spot, loan unit service upon request, upgrades, software intervention, back-ups, data transfers and out of warranty support. For a full list of the after-sales services covered by the annual subscription please visit our website. ([www.vodafone.com.mt](http://www.vodafone.com.mt)).

4.3. The Service charge for Service provided under 4.2.1 shall be due on a per-call basis and shall, be added to your monthly bill with respect to the month immediately following the provision of the Service and you may deduct the said charge from any entitlement which may be due to you.

4.4. The Service charge for Service provided under 4.2.2 shall be due annually in advance and shall be added to the first monthly bill with respect to that particular year and may be deducted from any entitlement due to you.

4.5. The Services are subject to our Fair Usage Policy of one hour per call-out. Support calls will be provided from 9AM - 7PM, weekdays, excl. public holidays.

4.6. All rates quoted are exclusive of VAT.

#### **5. Support, Repair and Replacement:**

5.1. In the event that the Product requires off-site repairs, the onsite after sales representative shall provide you with a loan phone in accordance with Term 6 below and shall deliver your Product to the Vodafone after sales service centre. Once repaired, we will notify you that it is available for collection by not later than 15 days from receipt of said notification. Failure to collect your returned Product within the stipulated time-frame, shall automatically give us the right to dispose of the repaired Product as we deem necessary without further notification. Alternatively, you may avail yourself of our 'drop-off' service at an extra charge, in this case we will deliver the repaired Product onsite.

5.2. Replacement of the Product shall be at our sole discretion. If we cannot repair the Product and such Product is no longer in stock, then we reserve the right to replace the defective Product with a similar model of equal value.

#### **6. Loan Phone Service:**

6.1 We also offer a Loan Phone Service through which we reserve the right to provide you with a handset on loan upon request and for the duration of the repair Service. When opting for the Loan Phone Service you acknowledge receipt of the handset model with specific serial number (IMEI), provided by us upon release of the loaned handset.

6.2 The on loan unit is provided free of charge with effect from the date of deposit of your faulty handset until the date of collection of your repaired handset from Vodafone. Upon failure to return the handset within the 15 day time-period you will incur a penalty of €5 per day.

6.3 By accepting the loaned handset you confirm that the unit is being given to you in a good working condition and agree to return the unit in the same condition as it is being delivered. Upon failure to do so you will be accepting full liability in case of damage/loss and/or theft of the said loaned handset up to the full retail price of the unit in the form of pre-liquidated damages.

6.4 You will also be required to return the loaned handset if and upon our request, even if for a specific duration, at any point in time throughout the duration of this Loan Phone Service.

- 6.5 The loaned handset shall remain the property of Vodafone at all times. You shall be responsible for the handset in your possession and shall be responsible for making any payments relating to the use of this handset.
- 6.6 You shall delete any data which you might have stored on the loaned handset prior to returning it to Vodafone and acknowledge that should you return the loaned handset to Vodafone with any data stored in the memory you are allowing Vodafone to delete all of the data without giving any notification to you, and you are hereby automatically waiving any right which you might have in the event that Vodafone inadvertently passed or passes any of this data on to third parties without having first deleted the data stored in the handset.

**7 General:**

- 7.1 Your signature overleaf signifies your acceptance of these service terms. For the avoidance of doubt, the terms and conditions of the Limited Warranty shall also apply and shall run in parallel with these service terms.
- 7.2 Vodafone declares that the personal information (as applicable) that we are collecting in this form shall only be used in relation to the purposes stated herein, services and in accordance with our Privacy Policy (which can be found in full on our website: [www.vodafone.com.mt/privacypolicy](http://www.vodafone.com.mt/privacypolicy) or in any Vodafone store), for more information on how Vodafone collects, uses and shares personal information including your data protection rights please see our Privacy Policy which can be found on [www.vodafone.com.mt/privacypolicy](http://www.vodafone.com.mt/privacypolicy). In case of queries please get in touch by contacting us on 247 or by visiting any Vodafone store.
- 7.3 A replaced/repaired unit will be given a 90 day warranty period if the remainder of the original warranty period is less than 90 days and this subject to the conditions laid down in the Limited Warranty.