

CRACKED IT REPAIRS LIMITED SERVICE

TERMS AND CONDITIONS

1. THESE TERMS

1.1 These terms and conditions ("**Terms**") govern the services that we may offer to you, including, without limitation, smartphone, tablet, computer and/or any related device or accessory (your "**Device**") repair or support (our "**Services**").

1.2 In these Terms, references to "us", "we", "our" and "Cracked It" refer to Cracked It Repairs Limited, and references to "you" and "your" refer to you, the person or entity who made the Order (as defined below) and who is addressed in these Terms.

1.3 Please read these Terms carefully before you submit your Order to us requesting that we provide you our Services.

1.4 These Terms set out who we are, how we intend to provide our Services to you, how you and we may change or terminate this Contract (as defined below) and other important information.

1.5 You may have different rights under these Terms depending on whether you are a Consumer (as defined below) or a Business (as defined below). You are a Consumer if:

(a) you are an individual; or

(b) you are enlisting our Services for your personal use (and not for use in connection with your trade, business, craft or profession) (a "**Consumer**"),

otherwise, you are a "**Business**".

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Cracked It Repairs Limited is a company registered in England and Wales. Our company registration number is 12251314 and our registered office is at: 167a East India Dock Road, London, E14 0EA, United Kingdom.

2.2 You can contact us by emailing or writing to us (repairs@crackedit.org or 167a East India Dock Road, London, E14 0EA, United Kingdom).

2.3 If we need to contact you in respect of your Order or the Contract, we will do so via the telephone number and/or email address that you provided to us in your order requesting our Services for your Device (your "**Order**").

2.4 References to the words "writing" or "written" in these Terms shall also include email.

3. OUR CONTRACT WITH YOU

3.1 Our acceptance of your Order will take place when we email you an Order confirmation that we will provide you with our Services, at which point a contract relating to our Services will come into existence between you and us (the "**Contract**").

3.2 If we are unable to accept your Order, we will inform you of this via telephone and/or email, and you will not be charged for our Services.

3.3 Our website is solely for the promotion of our Services in the United Kingdom. We do not accept Orders from addresses outside of the United Kingdom.

4. **OUR RIGHTS TO MAKE CHANGES**

4.1 We reserve the right to change this Contract (including the provision of our Services hereunder):

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement technical adjustments.

We will let you know if these changes will affect your Order, our Services or the Contract.

5. **PRICE AND PAYMENT**

5.1 The price of our Services (including VAT) is indicated on your Order confirmation and is an indicative non-binding price based upon information provided by you, including, for example, the fault on your Device.

5.2 If there is any change to the price of our Services, we will notify you so that you can decide whether or not to proceed. If you choose not to proceed, we shall not supply our Services, and shall have no liability to you other than to refund any sum previously paid by you, less (at our sole discretion) the amount(s) of any other charges which may be applicable.

5.3 If the rate of VAT changes between the date of your Order and the date on which we supply our Services, we will adjust the rate of VAT that you pay, unless you have already paid for our Services in full before the change in the rate of VAT takes effect.

5.4 We accept payment as set out on our website (<https://www.crackedit.org>). You must pay for our estimated cost of our Services before we accept your Order and a Contract exists.

6. **PROVIDING THE SERVICE**

6.1 Our Services will be supplied using reasonable care and skill.

6.2 If our Services are delayed by an event outside of our control, we will contact you as soon as possible to let you know of any such delay and we will take all reasonable steps to minimise such a delay. Any time estimate given to you for the completion of our Services is an estimate only and does not form any obligation on us to perform our Services in such estimated period of time under these Terms.

6.3 We will aim to return your Device to you as soon as reasonably possible, however, complex repairs could take five (5) business days or more (defined as a day, other than a Saturday, Sunday or a public holiday in England, when banks in London are open for business) ("**Business Days**") to be completed.

6.4 We will notify you of the time, date and location of your repair appointment regarding your Device (the "**Repair Date**").

- 6.5 If you (or your Device) are not present at the agreed repair location at the agreed time on the Repair Date, we will attempt to contact you as specified in your Order, and our technician will wait at the agreed repair location for a maximum of fifteen (15) minutes from the agreed repair time on the Repair Date. If we cannot contact you or you are unable to attend your repair appointment, or if we are otherwise unable to provide our Services at the agreed repair location at the agreed time on the Repair Date:
- (a) you may rearrange your repair with us, in which case we reserve the right to secure payment of the amount(s) set out in our Ancillary Charges Table in **Annex 2** to these Terms; and/or
 - (b) we reserve the right to terminate the Contract and clause 13 of these Terms will apply.
- 6.6 In the case of our repair clinic Service, once your Device has been repaired, we will notify you when it is available for collection from our repair clinic (between the times of 09.30 and 17.30 London time) (the "**Collection Date**"). If your Device has not been collected from our repair clinic on the Collection Date, it may be transferred to our headquarters for storage. Any delivery of your Device from our headquarters may incur a further payment of the amount(s) set out in our Ancillary Charges Table in **Annex 2** to these Terms. If your Device has not been collected within twenty eight (28) days from the Collection Date, we reserve the right to recycle it.
- 6.7 If we are unable to complete our Services for any reason, or our Services will incur further costs payable by you beyond that initially estimated by us, we will notify you as soon as possible. If no fault is found on your Device or you do not accept our revised estimate, we will return your Device to you unrepaired and we reserve the right to charge you an inspection fee as set out in our Ancillary Charges Table at **Annex 2** to these Terms.
- 6.8 We reserve the right to keep your Device until all charges payable by you have been paid to us. We also reserve the right to charge an additional fee for storage of your Device as set out in our Ancillary Charges Table at **Annex 2** to these Terms.
- 6.9 In the case of Cracked It's 'pick-up and return' Service, we will notify you of the time, date and location of your repair appointment regarding our pick-up of your Device (the "**Pick-up Date**").
- 6.10 If you (or your Device) are not present at the agreed repair location at the agreed time on the Pick-up Date, we will attempt to contact you as specified in your Order, and our courier will wait at the agreed repair location for a maximum of fifteen (15) minutes from their time of arrival during agreed time slot (between the times of 09.00 and 11.00 London time) on the Pick-up Date. If we cannot contact you or you are unable to attend your repair appointment, or if we are otherwise unable to provide our Services at the agreed repair location at the agreed time on the Repair Date:

- (a) you may rearrange your repair with us, in which we case we reserve the right to secure payment of the amount(s) set out in our Ancillary Charges Table in **Annex 2** to these Terms; and/or
- (b) we reserve the right to terminate the Contract and clause 13 of these Terms will apply.

6.11 In the case of Cracked It's 'pick-up and return' Service, once your Device has been repaired, we will deliver it back to the same address we picked it up from (between the times of 16.00 and 18.00 London time) (the "**Delivery Date**"). If no individual is able to accept the delivery of your Device at your address on the Delivery Date, it will posted through the address's letterbox in a padded envelope or left with the address's concierge, if applicable. If this is not possible, it will be transferred to our headquarters for storage. Any delivery of your Device from our headquarters may incur a further payment of the amount(s) set out in our Ancillary Charges Table in **Annex 2** to these Terms. If your Device has not been collected within twenty eight (28) days from the Delivery Date, we reserve the right to recycle it.

7. YOUR CONTRACT WITH US

7.1 By placing your Order with us, you:

- (a) authorise and consent to us performing our Services on your Device;
- (b) acknowledge that you must back up your Device prior to the provision of our Services;
- (c) acknowledge that you are solely responsible for removal of any SIM card, memory card, case screen protector or other accessory from your Device prior to the provision of our Services;
- (d) agree that it is your responsibility to provide accurate information regarding your Device (including, without limitation, its model and condition) and to detail any modifications or repairs that have previously been attempted or conditioned. In accordance with this clause 7, we will perform a check-in diagnosis of your Device to evaluate its condition. If your Device is in a different condition than as you have described, you agree that additional charges may apply in respect of our Services and your Order;
- (e) acknowledge that we are unable to use parts for the repairs which are manufactured by the manufacturer of your Device; and
- (f) acknowledge that we reserve the right to reset the default settings of your Device, and that this process might delete any data from your Device prior to the provision of our Services.
- (g) agree that is your responsibility to pack your device adequately in advance of the provision of our Services.
- (h) agree that is your responsibility to follow instructions issued by Cracked It after commissioning our Services in advance of the provision of our Services.

8. **TESTING**

- 8.1 We shall require the passcode of your Device in order to test it before, during and after we provide our Services.
- 8.2 Should you prefer not to provide us with the passcode of your Device, we can still proceed with an appointment, but we will not be able to perform a full functionality check on your Device until you return the Device to the clinic, which can delay the provision of our Services, if any adjustments need to be made to the Device. This may also invalidate your Warranty (as defined below) with us in accordance with clause 9.4 of these Terms.
- 8.3 If we are unable to test your Device before the Service (because, without limitation, the battery is flat, the battery is missing, the battery is defective, the touch screen is unresponsive, the LCD is damaged, or for any other reason), we do not accept responsibility for any issues or other possible problems that may transpire in your Device during the performance of or after we have performed our Services.
- 8.4 You accept that Cracked It's test diagnoses and functionality checks will be unilateral and final.
- 8.5 Cracked It will grant you the opportunity to observe the testing of your device either in-person or electronically (e.g. via video link).

9. **WARRANTY**

- 9.1 Following a successful repair of your Device, we warrant that our Services shall:
- (a) conform in all material respects with the Order;
 - (b) be free from material defects in design, material and workmanship; and
 - (c) be of satisfactory quality (within the meaning of the Sales of Goods Act 1979) (the "**Warranty**").

9.2 The Warranty is only provided for a specified amount of time from the date of a successful repair, as set out below:

- (a) Screen and component replacement - three month Warranty;
- (b) Battery replacement - three month Warranty; and
- (c) Smartphone logic board repair (Level 3) - one month Warranty

9.3 Please note that the Warranty period commences from the date on which our Services are completed. If subsequent work is carried out during the period of our Warranty, this does not extend the period of the Warranty.

9.4 You will not be covered under the Warranty in the event of the following in relation to your Device:

- (a) the cost of repairs covered by any manufacturer's warranty;
- (b) damage or faults resulting from attempted repairs by you or any third party;
- (c) any loss, theft or malicious damage;
- (d) any accidental or deliberate damage caused by unexpected and/or intentional incidents;
- (e) any tampering of the seals which we may install following the repair;
- (f) water or liquid damage;
- (g) mishandling that causes subsequent damage;
- (h) a known manufacturing or performance issue which is separate from our Services;
- (i) software issues unrelated to the repair and/or damage resulting from viruses or other malicious software that may have been transmitted during servicing or escaped detection;
- (j) any loss or corruption of data occurring as a result of our Services;
- (k) if your Device is sold or given to another individual and/or business; and
- (l) if you do not allow us access to the Device (i.e., your passcode) in order to perform our Services.

10. **AFTERCARE SERVICE**

10.1 Subject to clause 9 of these Terms, if you have suffered any damage as a result of our Services, you may be entitled to aftercare service ("**Aftercare Service**") and may make a claim with us within ninety (90) days of the Repair Date or Pick-up Date ("**Aftercare Claim**").

10.2 You must provide details of your Aftercare Claim to us in writing by emailing or writing to us at (repairs@crackedit.org or 167a East India Dock Road, London, E14 0EA, United Kingdom or via crackedit.org/aftercare).

10.3 In order to review the diagnosis of your Aftercare Claim, we may require you to complete at least one of the following options below, including but not limited to:

- (a) downloading our diagnostic App on your Device; or
- (b) completing our questionnaire and required information; or
- (c) sending your Device via courier to us for further inspection at 167a East India Dock Road, London, E14 0EA, United Kingdom; or
- (d) arranging for a time for you to meet with one of our technical advisors, so they can inspect your Device in more detail.

(the "**Troubleshooting Process**")

10.4 Upon completion of the Troubleshooting Process, if we determine that your Aftercare Claim is valid and is covered under the Warranty, we will be in touch with you to arrange a time to inspect your Device and carry out additional repairs in connection with our Services.

10.5 We reserve the right to charge you if you make an invalid Aftercare Claim. If upon inspection we determine that your issue is not covered by our Warranty, you may be liable to pay a "call-out" charge as set out in our Ancillary Charges Table at **Annex 2** to these Terms.

11. **YOUR RIGHTS TO TERMINATE THE CONTRACT**

11.1 Your rights when you terminate the Contract will depend on the following and whether you are a Consumer or a Business.

11.2 If you are terminating the Contract for a reason set out at (a) to (c) below, the Contract will terminate immediately and we will refund you for our Services, which have not been provided. You may also be entitled to compensation. The applicable reasons are:

- (a) we have told you about an error in the price or description in the Order, and you do not wish to proceed;
- (b) there is a risk that our Services may be significantly delayed because of events outside our control; or
- (c) we have delayed our Services for technical reasons, or notify you that we are going to delay them for technical reasons, in each case for a period of more than one (1) week.

11.3 If you are a Consumer, in certain cases, you have a legal right to change your mind within fourteen (14) days and receive a refund in accordance with the Consumer Contract Regulations 2013. However, the right to change your mind will not apply in respect of our Services, once these have been completed, even if the cancellation period is still in effect.

11.4 If you are a Consumer and have ordered our Services, you have fourteen (14) days after the day we email you to confirm we accept your Order. However, once we have completed our Services, you cannot change your mind, even if the cancellation period is still in effect. If you cancel after we have started

our Services, you must pay us for the Services we have provided up until the time you tell us that you have changed your mind.

11.5 Even if we are not at fault and you are not a Consumer who has a right to change their mind, you can still terminate the Contract before it is completed, but you may have to pay us compensation. The Contract is completed when we have finished providing our Services and you have paid for them. If you want to terminate the Contract before it is completed where we are not at fault and you are not a Consumer who has changed their mind, just contact us to let us know. The Contract will terminate immediately. If you wish to cancel:

- (a) we will refund any sums paid by you for our Services which have not been provided if you tell us by 08.00 London Time on the day before the Repair Date or Pick-up Date; or
- (b) but do not tell us by 08.00 London Time on the day before the Repair Date or Pick-up Date, we will refund any sums paid by you for our Services which have not been provided, but we reserve the right to deduct from the refund the amount(s) set out in our Ancillary Charges Table at **Annex 2** to these Terms.

12. **HOW TO TERMINATE THIS CONTRACT**

12.1 To terminate this Contract, you must:

- (a) contact us by emailing or writing to us at (repairs@crackedit.org or 167a East India Dock Road, London, E14 0EA, United Kingdom) to advise us that you wish to terminate this Contract, providing your name, home address, phone number, email address and the details of your Order with us; and
- (b) if you are a Consumer, you must, (i) complete and post the Form of Cancellation Form for Consumer Customers set out at Annex 1 to these Terms; or (ii) contact us at (repairs@crackedit.org or 167a East India Dock Road, London, E14 0EA, United Kingdom), including details of our Services requested by, or provided to, you.

12.2 If you are entitled to a refund under these Terms, we will refund you by the method you used for payment. However, we reserve the right to make deductions from the refund (see clause 12.3(c) of these Terms), as described in these Terms.

12.3 If you are exercising your right to change your mind as a Consumer and:

- (a) you tell us by 08.00 London Time on the day before the arranged Repair Date or Pick-up Date, we will refund any sums paid by you for our Services which have not been provided; or
- (b) you do not tell us by 08.00 London Time on the day before the arranged Repair Date or Pick-up Date, we will refund any sums paid by you for our Services which have not been provided but we reserve the right to deduct from the refund the amount(s) set out in our Ancillary Charges Table at **Annex 2** to these Terms; or

- (c) we have commenced our Services, we reserve the right deduct from any refund an amount for any of our Services provided for the period which it was supplied, ending with the time when you told us you have changed your mind.
- 12.4 We will process any refund due to you within fourteen (14) days of you notifying us that you have changed your mind.
- 13. **OUR RIGHTS TO TERMINATE THE CONTRACT**
- 13.1 We reserve the right to terminate the Contract at any time by notifying you if:
 - (a) you do not make any payment to us when it is due;
 - (b) you do not, within a reasonable amount of time of us asking for it, provide us with information that is necessary for us to provide our Services; or
 - (c) you are not present at the agreed address within fifteen (15) minutes of the agreed time on the Repair Date or Pick-up Date to allow for the provision of our Services.
- 13.2 If we terminate the Contract in the situations set out in clause 13.1 of these Terms, we will refund any money that you have paid in advance for our Services which we have not yet provided but we reserve the right to deduct or charge you a fee (as compensation for the net costs we will incur as a result of your breaching the Contract) as set out in our Ancillary Charges Table at **Annex 2** to these Terms.
- 13.3 We will contact you to let you know that we intend to terminate our Services and terminate the Contract.
- 14. **IF THERE IS A PROBLEM WITH OUR SERVICES**

If you have any questions or complaints about our Services, please contact us. You can write us at the following address (repairs@crackedit.org or 167a East India Dock Road, London, E14 0EA, United Kingdom).
- 15. **YOUR RIGHTS IN RESPECT OF DEFECTIVE SERVICES IF YOU ARE A CONSUMER**
- 15.1 If you are a Consumer, we are under a legal duty to supply Services that are in conformity with this Contract.
- 15.2 If:
 - (a) you give us notice in writing during the Warranty period within a reasonable time of discovering that your Device does not comply with the Warranty set out in clause 9;
 - (b) we are given a reasonable opportunity to examine your Device; and
 - (c) you return your Device to us or allow us to collect it from you,

we shall, at our sole discretion, repair or replace your Device, or provide you with a voucher based on the price you paid for your Device, or the current retail value of the Device (based on the condition of the Device as received by us at the Repair Date or Pick-up Date).

15.3 Nothing in these Terms (including the Warranty) or underlying Contract will affect your legal rights.

16. **YOUR RIGHTS IN RESPECT OF DEFECTIVE SERVICES IF YOU ARE A BUSINESS**

16.1 Subject to clause 16.2 of these Terms, if:

- (a) you give us notice in writing during the Warranty period within a reasonable time of discovering that your Device does not comply with the Warranty set out in clause 9;
- (b) we are given a reasonable opportunity to examine your Device; and
- (c) you return your Device to us or allow us to collect it from you,

we shall, at our sole discretion, repair or replace your Device, or refund the market price (based on your Device's current model and condition as received by us at the Repair Date or Pick-up Date) of your Device in full.

16.2 We will not be liable to you for the failure of the Device to comply with the Warranty in clause 9 of these Terms, if:

- (a) you make any further use of your Device after giving a notice in accordance with clause 16.1;
- (b) the defect in your Device has arisen because you failed to follow our instructions as to the installation, commissioning, use or maintenance of your Device;
- (c) you alter or repair (or a third-party alters or repairs) your Device without our written consent; and/or
- (d) the defect arises as a result of accidental damage, liquid damage, wear and tear, or your negligence or wilful damage.

16.3 Except as provided in this clause 16, we will not be liable to you for the failure of the Device to comply with the conditions of the Warranty.

16.4 Clause 16 of these Terms shall apply to any repair as part of our Services by us in respect of your Device.

17. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE IF YOU ARE A CONSUMER**

17.1 We may be responsible for any loss or damage that you suffer that is a foreseeable result of our terminating this Contract or our failing to use reasonable care and skill, but shall not be responsible for any loss or damage that is not foreseeable.

17.2 Nothing in these Terms or the underlying Contract shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

- (b) fraud or fraudulent misrepresentation; or
- (c) where our Services are defective in accordance with the Consumer Protection Act 1987 (the "**Consumer Protection Act 1987**").

17.3 Subject to clause 17.2 of these Terms, we shall not be liable to you, including, without limitation, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

- (a) any claims or damages of any kind or description that may arise from any repair work performed on your Device, unless it caused by our negligence;
- (b) damage, loss, deletion, amendment to, or corruption (howsoever caused) of, any data or information that you have stored on your Device or SIM or memory cards;
- (c) any loss of damage arising from your failure to comply with any of the conditions set out in clauses 7 or 8.3 of these Terms;
- (d) any failure to repair any liquid damage to your Device; or
- (e) where it not possible for us to repair your Device.

17.4 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

17.5 If you are a Consumer, we will not liable for any indirect or consequential loss arising under, or in connection with, any Contract between us. If you use your Device for any commercial, business or re-sale purpose, our liability to you will be limited as set out in clause 18 of these Terms.

18. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE IF YOU ARE A BUSINESS**

18.1 Nothing in these Terms or underlying Contract shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sales of Goods Act 1979 (the "**Sales of Goods Act 1979**") or section 2 of the Supply of Goods and Services Act 1982 (the "**Supply of Goods and Services Act 1982**"); or
- (d) where our Services are defective in accordance with the Consumer Protection Act 1987.

18.2 All terms implied by sections 13 to 15 of the Sales of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

- 18.3 Subject to clause 18.1 of these Terms, we shall not be liable to you, including, without limitation whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
- (i) any loss of profit, or any indirect or consequential loss arising under or in connection with any Contract between us;
 - (ii) claims or damages of any kind or description that may arise from any repair work performed on your Device, unless it caused by our negligence;
 - (iii) damage, loss, deletion, amendment to, or corruption (howsoever caused) of, any data or information that you have stored on your Device or SIM or memory cards;
 - (iv) any loss of damage arising from your failure to comply with any of the conditions set out in clauses 7 or 8.3 of these Terms;
 - (v) any failure to repair any liquid damage to your Device; or
 - (vi) where it is not possible for us to repair your Device.
- (b) our total liability to you for losses arising under or, in connection with, any Contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total paid by you for our Services under the relevant Contract.

19. DATA PROTECTION

We process your personal data for the purpose of providing you with our services. All our processing is in line with the General Data Protection Regulation and Data Protection Act 2018. For more information, please look at our privacy policy, which is linked here: <https://www.crackedit.org/legal>.

20. EVENTS OUTSIDE OUR CONTROL

We shall not be responsible for any damages to your Device or for delays or failures in the performance of our Services resulting from acts or occurrences beyond our reasonable control, including, but not limited to: (i) fire, lightning, explosion, power surge or failure, water, acts of God, war, revolution, civil commotion, or acts of civil or military authorities or public enemies; (ii) any new or amendment(s) to any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or (iii) labour unrest, including but not limited to, strikes, slowdowns, picketing, or boycotts.

21. TRANSFER OF THESE TERMS

- 21.1 We reserve the right to transfer our rights and obligations under these Terms and/or the underlying Contract to another organisation. We will notify you as soon as reasonably practicable after any such transfer.
- 21.2 You may not transfer your rights and obligations under these Terms and/or the underlying Contract to any other person or organisation.

22. VARIATION

No variation of these Terms or the underlying Contract shall be effective unless it is writing and signed by all parties (or their authorised representatives).

23. THIRD PARTY RIGHTS

These Terms and the underlying Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any these Terms or the underlying Contract by any person that is not a party to it.

24. SEVERANCE

If any provision of these Terms or the underlying Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that deletion shall not affect the validity and enforceability of these Terms or the underlying Contract.

25. ENTIRE AGREEMENT

25.1 These Terms and the underlying Contract constitute the entire agreement between us and they supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to the subject matter of these Terms and the underlying Contract.

25.2 Each of us agree that neither of us shall have any remedy in respect of any statement, representation, assurance or warranty that is not set out in these Terms or the underlying Contract.

25.3 Each of us agree that neither of us shall have a claim for innocent or negligent misstatement based on any statement in these Terms or the underlying Contract.

26. GOVERNING LAW

These Terms and the underlying Contract, and any dispute or claim (including any non-contractual dispute or claim) arising out of, or in connection with, them or their respective subject matters or formations shall be governed by, and construed in accordance with, the laws of England and Wales.

27. JURISDICTION

Each of us irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual dispute or claim) arising out of, or in connection with, these Terms or the underlying Contract, or their respective subject matters or formations.

Annex 1

Form of Cancellation Form for Consumer Customers

*(please complete and return this form only if you wish to terminate your Contract
with Cracked It Repairs Limited)*

To: Cracked It Repairs Limited
167a East India Dock Road
London E14 0EA
United Kingdom

From: [Consumer name]
[Consumer address]
[Consumer phone number]
[Consumer email address]

Date of your Order: [Date]

I, [Consumer name], hereby give notice that I, [Consumer name], wish to cancel my Contract for the supply of the following service(s) by Cracked It Repairs Limited:

[Description of the services requested / relevant details]

Yours sincerely,

[Consumer name]

[Date]

Annex 2
Ancillary Charges Table

Type:	Amount:	Clause Reference in Terms:
Rearrangement Repair Charge	50% of the Service price	6.5(a)
Delivery Charge	£25	6.6, 6.11
Inspection Charge	£25	6.7
Storage Charge	£10	6.8
Call-Out Charge	£35	10.5, 6.10(a)
Late Notification Charge	50% of the Service price	11.5(b), 12.3(b)
Termination Charge	£25.00	13.2