

## Freesat Warranty Version 1.0 February 2020

### Overview

When you purchase a Freesat set top box of a model set out in the table below, Freesat (UK) Limited (with a registered office address at 23-24 Newman Street, London W1T 1PJ) (“**Freesat**”) will give you a one-year warranty on the product hardware, on the terms set out in this document. The cover offered by this warranty operates alongside and is in addition to your legal rights under UK consumer law. For further information about your legal rights, please see the information at the end of this document.

### Which products are covered by the warranty?

The following Freesat-branded products are covered by this warranty:

Name	Size of Hard Drive	Model Number
Freesat 4K Recordable TV Box	500GB	UHD-4X-500
Freesat 4K Recordable TV Box	1TB	UHD-4X-1000
Freesat 4K Recordable TV Box	2TB	UHD-4X-2000
Freesat 4K TV Box	Not applicable	UHD-X

(the “Products”).

### What does the Freesat One-Year Limited Warranty cover?

Freesat warrants that the Product hardware will be free from defects in materials and workmanship under normal use during the warranty period. The warranty covers the repair or replacement (at Freesat’s discretion) of the Product hardware if it is found to be defective within the warranty period.

Freesat may repair the Product using new or previously used parts that are equivalent to new in performance and reliability; or replace the Product with an identical new or refurbished model of that product (or a product that has equivalent or better functionality) without additional charge to you for materials or workmanship.

When a Product or part is replaced, any replacement item becomes your property and the replaced item becomes Freesat's property.

The warranty is subject to further terms and conditions as set out below. Your legal rights are not affected by this warranty.

### How long is the warranty period and when does it start?

Your warranty starts from the date of purchase of your Product. The warranty lasts for one (1) year.

A replacement part or Product, or a repaired Product, assumes the remaining warranty period of the original Product.

## When does the warranty not apply? Are there any exclusions?

The warranty will not apply to:

- Anyone not acting as a consumer (e.g. businesses).
- Any Product in relation to which you are unable to provide proof of original purchase.
- Any Product in relation to which a fault is reported, or which develops a fault, after the expiry of the warranty period.
- Any product other than the Products set out in the table above, including for example, any Freesat-enabled TV, Freesat branded Humax set top box, or other set top box produced by another manufacturer with or without Freesat branding.
- Any Product which you have purchased second-hand, unless you can produce the original purchaser's proof of purchase of the Product and documentary evidence that you are the new owner of the Product. Unless you meet these conditions, the warranty applies to the original purchaser of the Product only.
- Products refurbished and sold by Freesat (also referred to as "graded" products).
- Any software on the Product.
- Any cosmetic damage to the Product (e.g. scratches or dents), or any damage through normal wear and tear, including consumable parts that may wear out over time e.g. batteries supplied with the remote control for your Product.
- Any Product which has been opened, repaired, altered or modified by someone other than a Freesat representative, or a service provider authorised by Freesat.
- Any Product which has had its serial number or "warranty void label" broken, removed, obliterated or altered.
- Any Product which has been damaged as a result of improper installation, misuse, abuse, neglect, failure to follow the applicable Product user manual, safety notice or any other cause beyond the range of the intended use, including incorrect mains voltages and incorrect ventilation.
- Any Product which is defective as a result of accident, liquid contact, fire, lightning, terrorism, earthquake, power cut or surge, or other hazard or act of God.
- Any Product which is purchased outside of the United Kingdom or is being used outside the United Kingdom.

## What do I need to do in order to claim under the warranty?

In the first instance, please check Freesat's website to see if you can diagnose and correct any problem you are experiencing with your Product at home.

If you have followed any troubleshooting guides as described on our website and this does not appear to have resolved your Product issue, please contact Freesat customer services. You will need the following details to hand when you contact Freesat customer services:

- Product Model number
- Product Serial number
- Proof of purchase including date and name of retailer. This could be your receipt or order number and confirmation email (if purchased online).

Freesat customer services may require you to (i) respond to questions designed to assist with troubleshooting; and/or (ii) follow Freesat's procedures for claiming under the warranty, such as following instructions for packing and shipping Products for repair or replacement.

### **How do I contact Freesat customer services?**

Please call: 0345 313 0051 or e-mail: [customerteam@freesat.co.uk](mailto:customerteam@freesat.co.uk)

Please contact your service provider for details of call charges.

### **Will I have to pay for (or provide) for packaging, shipping or transportation in order to return and receive a repair or replacement Product?**

Freesat may elect to:

- provide you with instructions on how to properly pack and address your defective Product, so that you may ship your Product to Freesat. Instructions may be sent to you via email or provided over the phone by Freesat customer services.. Freesat will pay for shipping from your location in the UK if all instructions regarding the method of packaging and shipping the Product are followed. You will be responsible for the cost and provision of packaging material, unless otherwise advised by Freesat; and/or
- provide you with a replacement spare part, Product, or accessory of a Product, such as a power cable, which can be replaced without using any tools and, where advised by Freesat at its discretion, without the need to return the defective Product, part or accessory. Note: Freesat is not responsible for any labour costs you incur relating to this service. Should you require further assistance with the replacement, contact Freesat customer services. In these circumstances, Freesat will ship you (to a UK address) free of charge a replacement Product, part or accessory (as determined by Freesat), accompanied by instructions on installation and/or any requirements for the disposal of the replaced Product, part or accessory (if these differ to instructions originally provided).

Freesat will not ship replacement Product, parts or accessories to addresses outside of the United Kingdom, nor will it pay for postage of a defective Product, part or accessory located outside of the United Kingdom to Freesat.

### **Is there anything else I should do, or know, before returning my Product for repair/replacement?**

Before returning your Product to Freesat you should, wherever possible, undertake a “full factory reset” of the Product. See under the settings menu to access this feature. This will remove personal information from the Product and reset any PIN control. Please note that if you have a Freesat 4K Recordable TV Box, any programmes which you have recorded on your Product will be erased by conducting a factory reset.

Unfortunately, Freesat is unable to reinstate any recordings that you may have made using your defective Product on any repaired or replacement Product.

## **Additional Terms**

Other than the consumer law rights to which you are entitled as described in summary at the end of this document, or as otherwise required by law, all warranties, conditions and other terms not set out in this warranty document are excluded from the warranty. Therefore, Freesat does not make any other promises, conditions or warranties about the warranty service other than set out in this warranty document.

Freesat is not responsible for damage which is not Freesat's fault. In no event shall Freesat be responsible for special, incidental, consequential or indirect damages, such as but not limited to loss of benefits or profits.

Freesat's maximum liability shall not exceed the actual purchase price paid by you for the Product.

Nothing in this document shall exclude Freesat's liability for (i) death or personal injury caused by negligence; (ii) fraud or (iii) fraudulent misrepresentation; or (iv) any other liability that cannot be limited or excluded as a matter of law.

If any term is held to be illegal or unenforceable by force of law, it will be excluded from the warranty and the legality or enforceability of the remaining terms shall not be affected.

This warranty is governed by and construed under the laws of England and each party hereby submits to the exclusive jurisdiction of the English courts, unless you live in Scotland in which case the laws of Scotland will apply.

## **What are my legal rights?**

Under consumer laws in the UK, goods must be as described, fit for purpose and of satisfactory quality.

In summary (and subject to certain exceptions) during the expected lifespan of your goods your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty, then you can get a refund from the seller from whom you purchased the goods.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a refund from the seller, in most cases.
- c) Up to six years (or five years in Scotland): if your goods do not last a reasonable length of time you may be entitled to some money back from the seller.

After the first six months from the date of purchase, you will have to prove that goods had a fault on delivery to you.

When you purchase a Product (as listed in the table above), you will also receive cover from the warranty provided by Freesat as described in this document. This cover operates alongside and in addition to your legal rights under UK consumer law (i.e. your legal rights are not affected by the Freesat warranty). If your Product is defective, you can seek a solution (i) from the seller (from whom you bought your Product) in accordance with your legal rights; or (ii) from Freesat under the terms of this warranty.

The summary provided above is not intended to comprise a full explanation of your legal rights. For further information about your legal rights contact the Citizens Advice Bureau through its website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or by calling 03444 111 444 (call charges may apply, please see website for details).