

O2 Repairs Service terms and conditions

The Repairs Service is provided by Telefónica Ireland Retail Limited having its registered office at 28/29 Sir John Rogerson's Quay, Dublin 2.

The Repairs Service is available to all current O2 customers who return a faulty mobile device purchased from an O2 Retail Outlet, the O2 Online Store or from any authorized retailer or dealer of the O2 service where such mobile phone was purchased for use with the O2 cellular telephone service. Note: Repair Service does not apply to faulty iPhones. [Click here for iPhone returns policy.](#)

Where an O2 Customer referred to above, returns a faulty mobile phone to an O2 Retail Outlet with appropriate proof of purchase (being an electronically printed receipt setting out date of purchase and the IMEI number of the mobile phone), the handset will be sent for repair by O2 and we will endeavor to have your handset returned to the same store within 5 to 8 working days (Monday to Friday excluding bank holidays). It may be necessary to send a handset to the Manufacturer for higher level repair. In such cases the repair turnaround time may be extended and we will endeavor to complete the repair within an additional 5 to 11 working days. In the event of the handset defect being deemed as non warranty, a repair charge will apply. With the exception of Blackberry the standard non-warranty repair charge is €60 inc VAT. Blackberry out of warranty repairs are charged at €165 Inc VAT. The O2 customer will be contacted to obtain approval for the repair to proceed. The handset will not be returned until any relevant payments are made and the customer docket is presented. If the repair estimate is not approved your handset will be returned un-repaired. Any repairs carried out are guaranteed for 90 days (This does not affect your existing warranty entitlements).

The customer acknowledges and agrees that:

- During the repair process it will be necessary to reset the handset's memory, which will result in the loss of data including messages, information and content.
- It is the O2 customer's responsibility to remove any personal messages, information or content (including games, ring tones etc.) and to ensure that any such data is backed up before the handset is submitted for possible repair.

When a loan is provided the customer acknowledges and agrees that:

- The Loan handset package is provided during the period when the phone is being repaired -comprising of 1 x handset, 1 x battery and 1 x Charger
- The Loan Handset remains the property of O2, will be used by the customer with due care and will be returned when requested by O2.
- It is the customer's responsibility to remove any personal messages, contact details or content from the loan handset before returning it to the O2 Store
- They customer will be liable for all costs to repair or replace the loan handset (including charger) if it is damaged, lost or stolen whilst on loan to them.
- That their own handset will not returned from the O2 Store without first returning the Loan Handset

If an O2 Customer experiences a problem with their modem they should first contact customer care to establish if in fact modem is faulty. In the event an O2 Customer returns a faulty modem to an O2 Retail Outlet with appropriate proof of purchase (being an electronically printed receipt setting out date of purchase and the IMEI number of the

modem), the modem will be sent for repair by O2 and will be returned or replaced within 3 - 11 working days.

The Repairs Service is in addition to and not in lieu of any statutory rights or remedies that the customer may have in respect of a faulty mobile handset purchased from O2.

O2 shall be entitled to amend or suspend or discontinue the Repair Service at any time, or amend these terms and conditions without notice for any legitimate commercial, technical or operational reason.

Insofar as it is permissible by law, O2 shall not be liable for any injury, loss or damage, whether foreseen or unforeseen, directly resulting from any claim arising out of or resulting from the quality or fitness for the purpose of, compliance with description of, or compliance with sample of any replacement mobile phones or other goods supplied to a Customer under the Repairs Service unless the Customer "deals as a consumer" within the meaning of the Sale of Goods and Supply of Services Act 1980.

In no circumstances will O2 be liable for any indirect or consequential loss or damage whatsoever, whether it is foreseen or unforeseen, including but not limited to loss of profits, content, data, revenue, business, anticipated savings or goodwill.

The following words and expressions have the following meanings:

- "O2 Retail Outlets" means those O2 retail premises branded as "O2 Store" that sell O2 services exclusively and excludes, for the avoidance of doubt, third party dealers or retailers
- "Warranty Period" means the period specified by the manufacturer of the mobile phone as set out in the manufacturer documentation provided with the mobile phone. The Warranty Period commences on the date the mobile phone is purchased.
- "Warranty" means the manufacturer's warranty terms and conditions set out in the manufacturer documentation provided with the mobile phone. This definition shall not affect or limit any statutory warranty to which the customer is entitled as a consumer.