

Roberts Radio Technical Services Website Terms & Conditions

Welcome to the robertsradiotechnical.co.uk website terms and conditions for use. These terms and conditions apply to the use of this Website and by accessing this Website and/or placing an order you agree to be bound by the terms and conditions set out below. If you do not agree to be bound by these terms and conditions you may not use or access this Website. Before you place an order, if you have any questions relating to these terms and conditions please contact our Customer Service Team by e-mail, or call us on 0333 014 2505 between 08:30-16:30. Please note that all calls to Customer Service Team will be charged at the local rate (BT users only, other network charges may vary). Inbound and outbound calls may be recorded for quality monitoring and training purposes.

1.1 Definitions

"**Conditions**" means these terms and conditions

"**Product**" means a product displayed for sale on the Website;

"**Product Description**" means that part of the Website where certain terms and conditions in respect of the individual Product are provided;

"**Service**" means a service offered for sale on the Website;

"**Service Description**" means that part of the Website where certain terms and conditions in respect of the individual Service are provided;

"**Device**" means any electronic product displayed for service on the Website;

"**Users**" means the users of the Website collectively;

"**Personal Information**" means the details provided by you on registration;

"**We/us**" means Roberts Radio Technical Services (referred to as RRT) a division of Advanced Electronics & Logistics Ltd;

"**Website**" means the website located at www.robertsradiotechnical.co.uk or any subsequent URL which may replace it;

"**Cookies**" means small text files which our Website places on your computer's hard drive to store information about your shopping session and to identify your computer;

"**United Kingdom**" means England, Wales, Scotland, Northern Ireland and the Channel Islands

"**You**" means a user of this Website.

1.2 Use of the Website

1.2.1 Access:

1.2.1a You are provided with access to this Website in accordance with these Conditions and any orders placed by you must be placed strictly in accordance with these Conditions.

1.2.2 Registration:

You warrant that –

1.2.2a The Personal Information which you are required to provide when you register as a customer is true, accurate, current and complete in all respects; and

1.2.2b You will notify us immediately of any changes to the Personal Information by contacting our Customer Service Team by e-mail, or calling us on 0333 014 2505 between 09:00-16:30.

1.2.2c You agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.

1.2.3 Indemnity

1.2.3a You agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of the Conditions by you or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your account and/or your Personal Information.

1.2.4 Our Rights

RRT reserve the right to:

1.2.4a modify or withdraw, temporarily or permanently, this Website (or any part thereof) with or without notice to you and you confirm that RRT shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or

1.2.4b change the Conditions from time to time, and your continued use of the Website (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.

1.2.5 Third Party Links

1.2.5a To provide increased value to our Users, RRT may provide links to other websites or resources for you to access at your sole discretion. You acknowledge and agree that, as you have chosen to enter the linked website RRT are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable, directly or indirectly, for (i) the privacy practices of such websites, (ii) the content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources or (iii) the use to which others make of these websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such advertising, content, products, goods or other materials or services available on such external websites or resources.

1.2.6 Privacy

1.2.6b RRT will treat all your Personal Information as confidential (although we reserve the right to disclose this information in the circumstances set out below). RRT will keep it on a secure server and we will fully comply with all applicable UK Data Protection and consumer legislation from time to time in place.

1.2.6c When you shop on this Website, RRT will ask you to input and will collect Personal Information from you such as your name, e-mail address, billing address, collection/delivery address, telephone number, product/service information and credit card or other payment information. RRT may also collect information about where you are on the internet (e.g. the URL you came from, IP address, domain types like .co.uk and .com), your browser type, the country and telephone area code where your computer is located, the pages of our website that were viewed during your visit, the advertisements you clicked on, and any search terms that you entered on our website ("User Information"). RRT may collect this information even if you do not register with us.

1.2.6d You should be aware that this site is being monitored and may capture information about your visit that will help us improve the quality of our service, or be used to present you with Roberts Radio Technical Services products and services.

1.2.6e RRT confirm that any Personal Information which you provide to us (or which is available on public registers) and any User Information from which we can identify you, is held in accordance with UK Data Protection and consumer legislation. RRT use your information only for the following purposes:

- Processing your orders;
- For statistical or survey purposes to improve this Website and its services to you;
- To serve website content and advertisements to you;
- To administer this website;
- If you consent, to notify you of products or special offers that may be of interest to you.

1.2.6f You agree that you do not object to us contacting you for any of the above purposes whether by telephone, e-mail or in writing and you confirm that you do not and will not consider any of the above as being a breach of any of your rights under the Privacy and Electronic Communications (EC Directive) Regulations 2003.

1.2.6g Your Personal Information may be disclosed to reputable third parties, e.g. courier companies, who will help process your order. RRT require all such third parties to treat your personal information as fully confidential and to fully comply with all applicable UK Data Protection and consumer legislation from time to time in place. RRT will not release your Personal Information to any company for mailing or marketing purposes.

1.2.6h You should be aware that if RRT are requested by the police or any other regulatory or government authority investigating suspected illegal activities to provide your Personal Information and/or User Information, we are entitled to do so.

1.2.6i RRT use Cookies to keep track of your current shopping session to personalise your experience and so that you may retrieve your shopping basket at any time - if you do not accept Cookies you will be unable to use this Website for shopping purposes, only for browsing and research. Click here for more information on selecting or deselecting 'Cookies'

1.2.6j If you'd like to opt out of cookies, please go to the Network Advertising Initiative website (opens in a new window - please note that we're not responsible for the content of external websites).

- Please check back frequently to see any updates or changes to our privacy policy.
- Questions regarding this Policy should be directed as follows: Roberts Radio Technical Services, Customer Service Team, Advanced Electronics & Logistics Ltd, Albert House, High Street, Princes End, Tipton, West Midlands, DY4 9HG.

2.1 Roberts Radio Warranty repairs

2.1.1 Warranty repairs for Roberts Radio can be requested either by contacting 0333 014 2505 between 08:30- 16:30 or via our website (<https://www.robertsradiotechnical.co.uk/>).

2.1.2 A Valid proof of purchase is required for all warranty repairs.

2.1.3 The warranty does not cover (but is not limited to)

- Damage resulting from incorrect use
- Battery leakage

- Water or fluid ingress
- Physical damage due to mishandling or excessive dirt
- Electronic failure due to the use of an incorrect power supply
- Products with removed or defaced serial numbers
- Snapped or bent telescopic aerials
- Damage to power supplies
- Batteries (where supplied unless faulty)

2.1.4 Whilst Roberts Radio Technical Services aim to complete all Services within three to five working days from when RRT receive them (subject to parts availability), no liability is given for delays.

2.1.5 Roberts Radio Technical Services undertake to repair the product at no charge, using new or refurbished replacement parts or replace the device with a new or refurbished product. If for some reason RRT cannot supply a direct replacement, due to obsolescence or an overlong delay, then RRT will send you a suitable replacement as close as possible in functionality and retail price to your original, although its appearance may differ to the original. The warranty of the replacement device will be from the original purchase date.

2.1.6 If RRT receive a product that contravenes the warranty conditions, we will charge you as appropriate. If No fault can be found then there will be a charge to return your device to you. If the device has failed due to damage or incorrect use you will be quoted a price for repair, if this price is declined a payment will be required for the device to be returned to you. Charges are available upon request.

2.2 Purchase of products/services

2.2.1 Repair Orders - RRT will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part RRT cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the Website.

2.2.2 Contract creation and electronic contracting

The technical steps required to create the contract between you and us are as follows:

2.2.2a You place the order for your products/services on the Website by pressing the confirm order button at the end of the checkout process. You will be guided through the process of placing an order by a series of simple instructions on the Website.

2.2.2b RRT will send to you an order acknowledgement email detailing the products/services you have ordered. This is not an order confirmation or order acceptance from robertsradiotechnical.co.uk.

2.2.2c whether you have opted to use one of our courier options or if you arrange this yourself, it is up to you to ensure that the device is packaged appropriately for transport. Batteries should not be returned with the device as they are a restricted item. If they are returned, RRT reserve the right not to return them to you. RRT will not reimburse you for costs incurred as a result. The power adapter should be returned with the device for testing.

2.2.2d Upon receipt of the Device from you, for which you have ordered the products/services RRT will send you a Device received confirmation email. RRT aim to commence service on Devices within two working days of receipt of Devices.

2.2.2e. Quotation: The Service price quoted by our system is based upon information produced to us either via the Website, by email or telephone. It is possible that the price to Service the repair of the Device is higher than the estimated price (for example, if the information provided was inaccurate, incomplete, or if the Device has other faults). A diagnostic assessment/inspection of the Device will be run upon receipt. If the assessment shows that the price for the Service will be higher a new repair quotation for the Service will be emailed to you. You must then accept this final quotation before work will commence.

2.2.2f Roberts Radio Technical Services undertake to repair the product using new or refurbished replacement parts or replace the product with a refurbished product.

2.2.2g Minimum Charges: All Services carry a minimum charge. This cost covers engineers' time and any parts used to attempt a Service repair to a device. After diagnostic assessment/inspection, the minimum charge will become due when:

2.2.2g.1 The device is found to be Beyond Economical Repair (i.e. it would be cheaper to replace the device than Service the repair).

2.2.2g.2 RRT provide a new repair quotation and you refuse the quotation. A minimum charge will apply. Please note that at our discretion RRT may waive the minimum charge if you give us permission to use the device for spare parts. This will be assessed on a case by case basis and offered in good faith but only completed when confirmation is received in writing from you. Charges are available upon request.

2.2.2g.3 The condition of the radio means that RRT are unwilling to handle it (eg it is excessively soiled)

2.2.2g.4 The device has been damaged in transit as a result of insufficient packaging.

2.2.2h Turnaround Time: Roberts Radio Technical Services aim to complete all Services within three to five working days from when RRT receive them or from when RRT receive acceptance of a final quotation from you as above. This time excludes the time taken for return delivery which is outside of our control. During busier times Services may take longer.

2.2.2i Should the product be lost or damaged beyond reasonable repair due to negligence by Roberts Radio Technical or its sub-contractors, RRT will replace the product in lieu of the charges or offer compensation as appropriate.

2.2.2j Service Warranty: Our Service repairs and exchanges carry a limited six month warranty. This warranty will be void on any unit found to have suffered physical or liquid damage. In the unlikely event that the Service repaired device becomes faulty with the warranty period please notify us by contacting our Customer Service Team by e-mail, or calling us on 0333 014 2505 between 09:00-16:30.

2.2.2k The completion of the contract between you and us will take place on despatch to you of the Products/Service Device ordered unless we have notified you that we do not accept your order, or you have cancelled it in accordance with the instructions in Change or cancel an order.

2.2.2) If RRT contact you for any reason after the device is received, either by phone or in writing where this is possible, we will hold on to the device for 3 months before disposing of it in a responsible manner if no response is received.

2.3 Carriage

2.3.1 RRT use a range of carriage companies. Whilst every effort will be made to ensure that delivery/collection take place as advised and where special delivery/collection requests are made, these will be requested but are not guaranteed and RRT will accept no liability for loss caused due if it is not possible to meet your requirements or if delivery/collection does not occur for reasons beyond our control.

2.3.2 Neither RRT nor the courier will accept liability for any damage or loss, which occurs as a result of insufficient or inappropriate packaging being used.

2.3.3 RRT must be notified of any damage which occurs during transit within 20 hours of receipt and photographs must also be supplied to support your claim; these should be retained until the claim is settled. Where a device is not delivered or is lost in transit, RRT must be notified within 20 days. If you fail to inform us as requested, RRT will be unable to process a claim. This will result in us being unable to repair or replace your device. In this instance a refund for the repair (where applicable) will be made, less an administration and carriage charge. Charges are available upon request.

2.4 Non-acceptance of an order may be a result of one of the following:

2.4.1 The Product, Service or parts for the Service you ordered being unavailable from stock.

2.4.2 Our inability to obtain authorisation for your payment.

2.4.3 The identification of a pricing or product description error.

2.4.4 You not meeting the eligibility to order criteria set out in the main Terms & Conditions.

2.5 The contract will be concluded in English.

2.5.1 The details of your specific contract will not be filed by robertsradiotechnical.co.uk. If you do require any information regarding orders you have placed with robertsradiotechnical.co.uk please write to us at the following address: Roberts Radio Technical Services Customer Service Team, Advanced Electronics & Logistics Ltd, Albert House, High Street, Princes End, Tipton, West Midlands, DY4 9HG.

2.6 Parts Orders

2.6.1 The prices of the products and services are as set out on our website. RRT reserve the right to change prices without prior notice at any time. Payment is required at the time of order.

2.6.2 All prices exclude VAT, which will be added at the rate applicable at the date of order acceptance.

2.6.3 RRT reserve the right to decline to trade with any company or person. RRT may decline to accept any order, whether or not payment has been received, by giving notice of non-acceptance to the Customer by telephone or email within a reasonable period of receipt of the order by us. Further, RRT may cancel orders which have been accepted by giving written notice of such cancellation to the Customer by telephone or email within a reasonable period of receipt of the order by us. If RRT reject or cancel an order for which payment has been taken, it will refund the amount to the Customer as soon as reasonably practicable.

2.6.4 You will be notified at the time of order, of the delivery costs where applicable.

2.6.5 Items are despatched via Royal Mail second class post, unless advised otherwise. Any dates quoted for delivery of the Goods are approximate only and the time of delivery is not of the essence. RRT shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. Please allow 5 working days for goods to be delivered.

2.6.6 If RRT fail to deliver the Goods, our liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.

2.7 Quality of Goods

RRT warrants that on, and for a period of 6 months from the date of delivery, the Goods shall:

2.7.1a conform in all material respects with their description; and;

2.7.1b be free from material defects in design, material and workmanship.

If:

2.7.2a the Customer gives notice in writing within five Business Days of discovery that some or all of the Goods do not comply with the warranty set out in clause

2.7.2b RRT is given a reasonable opportunity of examining such Goods; and

2.7.2c the Customer (if asked to do so by RRT) returns such Goods to RRT's place of business at the Customer's cost, RRT shall, where it accepts that some or all of the Goods do not comply with the said warranty, at its option, repair or replace the defective Goods, or refund the price of the defective Goods and the cost of outgoing carriage in full.

2.7.2d RRT shall not be liable for the Goods' failure to comply with the warranty if the Customer alters or repairs such Goods without the written consent of RRT;

2.7.2e or the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

2.7.2f If the Customer changes their mind about an item or order the incorrect item, RRT must be informed before the item is returned. The item must then be returned to RRT at the Customer's expense. RRT will refund the sales price of the part plus VAT only. No refund for carriage is made.

2.7.2g If RRT send the incorrect part, then the customer will have the right to decide upon a full refund OR a replacement once the item is returned to RRT.

3.1 Contract Cancellation Under The Distance Selling Regulations

3.1.1 Please note that you are entitled to cancel this contract if you so wish provided that you exercise your right and notify us no longer than seven (7) working days after the day on which you receive email confirmation from us of receipt of your order. The exception to the cancellation policy is whereby RRT have already received and commenced work on your device. RRT aim to commence work on devices within three to five working days. Please contact us as

soon as you are able to notify us of your desire to cancel your order by contacting our Roberts Radio Technical Services Customer Service Team by e-mail, or in writing to Roberts Radio Technical Services Customer Service Team, Advanced Electronics & Logistics Ltd, Albert House, High Street, Princes End, Tipton, West Midlands, DY4 9HG. If you call to cancel an order you will be asked to put your request in writing.

3.2 Description of Products/Services

3.2.1 Each Product/Service purchased is sold subject to its Product/Service Description which sets out additional Specific Conditions related to that Product/Service including, without limitation, terms and conditions concerning estimated delivery dates and times, warranties, after-sales service and guarantees. RRT will take all reasonable care to ensure that all details, descriptions and prices of Products/Services appearing on the Website are correct at the time when the relevant information was entered onto the system. Although RRT aim to keep the Website as up to date as possible, the information including Product/Service Descriptions appearing on this Website at a particular time may not always reflect the position exactly at the moment you place an order.

3.3 Refund Policy

3.3.1 RRT want you to be 100% happy with our service and it is our intent to offer a service of exceptional value. If you have a faulty unit or refund request please contact Roberts Radio Technical Services Customer Service Team either by email to enquiries@robertsradiotechnical.co.uk or by calling us on 0333 014 2505 between 09:00-16:30, and RRT will deal with your query promptly.

3.3.2 Dependent upon the query RRT may ask you to return the unit to us, for example if you find it to be faulty. RRT will then assess the unit fully and in accordance with our Warranty Policy. Following this RRT will contact you to advise if the unit is covered under our Warranty Policy or if RRT will be giving you a full 100% refund of the service charges.

3.4 Complaints

3.4.1 RRT pride ourselves on ensuring customer satisfaction and our complaints resolution system enables us to ensure that you are satisfied, even when things go wrong.

If you have a complaint, please contact Roberts Radio Technical Services Customer Service Team either by email to enquiries@robertsradiotechnical.co.uk, or in writing to Roberts Radio Technical Services Customer Service Team, Advanced Electronics & Logistics Ltd, Albert House, High Street, Princes End, Tipton, West Midlands, DY4 9HG. Upon receipt of your complaint, RRT will investigate the issue so that RRT can resolve it to your satisfaction, and to avoid reoccurrence in the future.

4 General

4.1 Intellectual property and right to use

4.1.1 You acknowledge and agree that all copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the Website shall remain at all times vested in us or our licensors.

4.1.2 You are permitted to use this material only as expressly authorised by us or our licensors. You acknowledge and agree that the material and content contained within the Website is

made available for your personal non-commercial use only and that you may (if necessary to make a Purchase) download such material and content onto only one computer hard drive for such purpose. Any other use of the material and content of the Website is strictly prohibited. You agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material and content.

4.1.3 The Website may be used only for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and regulations regarding the Website and any transactions conducted on or through the Website.

4.2 Limitation of liability

4.2.1 While RRT will use reasonable endeavours to verify the accuracy of any information RRT place on the Website, RRT make no warranties, whether express or implied in relation to its accuracy. The Website is provided on an "as is" and "as available" basis without any representation or endorsement made and RRT make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from course of dealing or usage or trade.

4.2.2 RRT make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, and reliability of the Website. RRT will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

4.2.3 To the fullest extent permissible under applicable law, RRT disclaim any and all warranties of any kind, whether express or implied, in relation to the Products/Services. This does not affect your statutory rights as a consumer, nor does it affect your Contract Cancellation Rights.

4.2.4 RRT will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Conditions for: any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or any loss of goodwill or reputation; or any special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Conditions.

4.2.5 Nothing in the Conditions shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees.

4.3 Severance

4.3.1 If any part of the Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Conditions and shall not affect the validity and enforceability of any of the remaining provisions of the Conditions.

4.4 Waiver

4.4.1 No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

4.5 Survival

4.5.1 Each provision of the Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

4.6 Entire agreement

4.6.1 These Conditions govern our relationship with you. Any changes to these Conditions must be in writing and signed by both parties. In this way, RRT can avoid any problems surrounding what Roberts Radio Technical Services and you are expected to do. You confirm that, in agreeing to accept the Conditions, you have not relied on any representation save insofar as the same has expressly been made a term of these Conditions and you agree that you shall have no remedy in respect of any representation. Your Statutory Rights are not affected by these terms and conditions. Nothing in this Clause shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the Conditions.

4.7 Law

4.7.1 The Conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

Contact

For any queries regarding our service, please contact us via email enquiries@robertsradiotechnical.co.uk, phone 0333 014 2505 or post to Roberts Radio Technical Services Customer Service Team, Advanced Electronics & Logistics Ltd, Albert House, High Street, Princes End, Tipton, West Midlands, DY4 9HG.

Our company details are:

Advanced Electronics & Logistics Ltd Registered office: Pillar House, 113/115 Bath Road, Cheltenham, Gloucestershire, GL53 7LS, UK. Registered in England. Company registration number: 4746402 VAT no: GB 834864401

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