

Easy4u Service Terms and Conditions for Computer Equipment Rental

Including Claims Settlement and Settlement in the event of Theft

Version 01/25

THESE TERMS AND CONDITIONS (“EASY4U RENTAL TERMS”) APPLY TO RENTAL OF COMPUTER EQUIPMENT BUT ARE SUBJECT TO THE HIRE AGREEMENT YOU ENTER WITH CTS, AND THE CTS EASY4U GENERAL TERMS AND CONDITIONS AND DO NOT REPLACE OR REDUCE YOUR STATUTORY RIGHTS AS A CONSUMER WHICH ARE EXPLAINED IN THE CTS EASY4U GENERAL TERMS AND CONDITIONS. PLEASE NOTE THAT THIS IS A RENTAL ARRANGEMENT ONLY AND YOU WILL NOT OWN, OR BECOME THE OWNER OF, ANY DEVICE THAT IS RENTED TO YOU PURSUANT TO THESE TERMS AND CONDITIONS AND RELATED DOCUMENTATION.

1. Service on your rental laptop

Class Technology Solutions (CTS) guarantees quality products and good service. As a Renter, you must handle your rental laptop or related hardware (**Computer Equipment**) with due care. This means that as the Renter, you must exercise normal caution and use the Computer Equipment with care and in accordance with generally acknowledged good practice and any user guidelines supplied with or issued relating to the Computer Equipment. Obviously, we understand that accidents will happen, especially during intensive use at school. The special education laptops provided by CTS are, as any electronic device, damage sensitive. The cost of repairs can be very disheartening. Most contents insurance policies provide very limited compensation or no compensation at all for user damage and damage caused during transport to a rented laptop or tablet. The Easy4u rental contract solves this problem and offers you convenience and security.

1.1 Loan Computer Equipment and repair

CTS's service aims to unburden the student and parent/carer in the event of faulty or damaged Computer Equipment. Loan Computer Equipment from CTS is available at school. The student hands in the defective Computer Equipment and can immediately continue working on a loan device. CTS takes care of repair or replacement, allowing the learning process to be continued undisturbed. In addition, we may have made special service agreements with your school, in which case you will usually be informed by the school. If you are not (or no longer) at a school partnering with Easy4u, we offer you home service. In the case of home service, you pay the cost of insured dispatch, and CTS will send your Computer Equipment back to you free of charge. Please contact our customer service department for more information.

If your laptop no longer works properly, we will repair it. CTS has its own repair centre and service organisation. You may therefore not have your laptop repaired elsewhere. Repairs are free of charge, unless it concerns User Damage, or the cases stated under **point 3**. Examples of User Damage include impact damage or damage caused by dropping the laptop, connector ports that have been pushed in or are broken, moisture and liquid damage caused by water, coffee, tea, soft drinks or rain, and fire or short circuit damage. A list and applicable conditions can be found under **point 6**.

1.2 CTS is your point of contact

You can follow the status of the repair of your rented Computer Equipment through our service portal at **www.easy4u.school**. We will automatically keep you informed by email and/or SMS during the repair of the Computer Equipment. If we observe any damage or defects to the Computer Equipment as a result of User Damage, you will receive a quote and payment option in advance.

If you have the Computer Equipment repaired, you will be notified once it has been repaired and whether it can be collected or delivered at home. If you have any questions, please contact our customer service on info@easy4u.school or +44 33 08080119. In all cases, CTS is your point of contact for the delivery and repair of your laptop.

2. Which Service Terms and Conditions apply?

Your agreement to rent Computer Equipment comprises the terms of the Hire Agreement you enter into



with us, as supplemented by CTS's Easy4u General Terms and Conditions (including Clause 9 Rental) and these Easy4u Rental Terms. In the event of any conflicting terms, the order of priority is the terms of your Hire Agreement, followed by these Easy4u Rental Terms and then the Easy4u General Terms.

- For service with respect to the supplied Computer Equipment, the ICT desk or the ICT department at the school location is your first point of contact, unless otherwise agreed with you or the educational institution;
- If you would like to contact us, the telephone support and repair service only applies to the hardware supplied or supported by us;
- In the event of a defect in the Computer Equipment, the CTS service centre will make a diagnosis. In case of User Damage or damage as described under **point 6** the renter will receive the diagnosis by email and a quote for the repair of these defects. If the renter does not agree to the repair (costs) within 10 working days after the date of the email and does not respond to reminders from CTS, CTS reserves the right to return the Computer Equipment without repair. The rental agreement will continue, and the renter shall remain obliged to pay the (monthly) instalments of CTS. In case of defects/damage as described under **point 6**, CTS shall recover the costs of repair from the renter.
- Replaced parts and products (including batteries) are, like the Computer Equipment, the property of CTS;
- In the event of repairs, CTS shall, subject to exceptions stated herein, offer replacement (loan) Computer Equipment through the educational institution. At its discretion, CTS may replace the Computer Equipment by equipment whose specifications are equivalent or better, for example during repairs.
- CTS may increase the (rental) rates once per calendar year in line with the annual percentage change in the UK Consumer Price Index (CPI) as published by the Office for National Statistics (ONS) for the previous year. Any such price adjustment will apply only if the rental agreement has been in effect for at least three months prior to the adjustment date. CTS will provide at least 30 days' notice before applying a price adjustment.
- CTS reserves the right to terminate the Easy4u subscription when defects are caused by improper installation or by repairs carried out by yourself or any third party. CTS reserves the right to pass on to the renter any extra costs incurred by CTS as a result of the reversal of the (automated) payment collection.
- If a third party or external insurer is involved in dealing with any damage or theft, you yourself are responsible for communicating (including negotiating) with them. CTS will provide the information required, where necessary. CTS will only settle any personal contribution payments or payments for repair/replacement directly with you and not with anyone else.

3. The right to service and loan Computer Equipment expires

- When the serial number is removed or changed;
- In case of defects caused by faulty installation after external repair work or use in violation of electrical regulations or generally applicable technical standards;
- If the supplied product is used for purposes other than the intended use, or otherwise has been handled or maintained in an injudicious manner, in the opinion of CTS;
- In case of defects or problems caused by software that was not installed or supplied by CTS in the original configuration;
- In case of damage to the Computer Equipment that was intentionally inflicted, or which was caused by gross negligence on the part of the renter, or in case of wilful damage;
- In the event the renter does not agree with the repair (costs) within 10 days after the service centre of CTS has sent an email to the renter stating the diagnosis of the defects to the Computer Equipment and the repair costs associated with the remedy of the identified defects. In this case, the right to loan Computer Equipment shall expire. In this case, CTS reserves the right to collect the loan Computer Equipment or to limit its use by e.g. blocking Wi-Fi access; or
- In the event of fraudulent activity on your part or where we reasonably suspect any such activity has occurred.
- If CTS terminates the Hire Agreement with immediate effect, you cannot collect or use your repaired Computer Equipment in that case. We will not return the Computer Equipment if we hold it for repair.



4. Limitation of liability

If you return the rented Computer Equipment for repair, data may be partially or completely (irreparably) deleted or lost. Repair may require a laptop or Chromebook to be reset or to provide it with a new basic installation ('imaging' or a 'powerwash'). All data and settings will be lost as a result. You automatically give permission to cooperate in this reset procedure to ensure that your device functions correctly as you, as the renter, may expect it to.

**MAKE SURE YOU ALWAYS HAVE AN UP-TO-DATE BACKUP OF YOUR DATA FILES
BEFORE SUBMITTING THE COMPUTER EQUIPMENT FOR REPAIR!
WE DO NOT MAKE BACKUPS AND DO NOT STORE YOUR FILES.**

Under no circumstance shall CTS be liable for damage resulting from the loss of any data recorded on magnetic and/or other data carriers. Neither shall CTS be liable for damage and consequential damage caused by theft of data, viruses, hacks or the deletion of any data or settings on the Computer Equipment, during the use or repair of CTS. Nor shall CTS be held liable for trading losses in any form whatsoever.

5. Privacy and security of data and personal data

From a privacy point of view, we do not view data on laptops submitted for repair and we may not store, send or backup any data in accordance with privacy legislation (UK GDPR). We record the (personal) data required to perform our services according to the Easy4u service plan. If you wish to access, modify or delete your personal data, please contact our customer service on info@easy4u.school or +4433 08080119. Our current privacy statement can be viewed on our website under 'About us'.

6. User Damage and Theft

6.1 User Damage

In the following situations repair is not free of charge, but the renter always pays a deductible of **£50 per incident**:

- **User Damage (User Damage):** Any sudden and unforeseen damage to the Computer Equipment as a result of external contingencies, including in any case: cracked screen, audio port, power connector, network ports or USB ports that have been pushed in or broken; cracks or defects in the housing of the Computer Equipment; liquid and/or traces of moisture (including water, coffee, tea and soft drinks); fire or short circuit damage originating inside the Computer Equipment and when more than 3 keys in the keyboard are missing. The following requirements shall apply in respect of the above:
 - The Computer Equipment has been used and cleaned in accordance with the manufacturer's instructions;
 - Repairs and maintenance shall be carried out by CTS or by third parties, or upon written instructions by and with the permission of CTS.
- Accessories such as chargers, cases, and other peripherals are covered under the insurance policy, subject to an excess. These accessories are only covered for manufacturing defects within the first year of ownership under the manufacturer's warranty. Damage or loss outside of this warranty period is subject to the terms of the insurance policy. If an accessory is diagnosed to be faulty after the manufacturer's warranty has expired, you will be able to purchase a replacement accessory via Our Website.
- There is no limit to the number of claims you can make during the term of your agreement.

6.2 Theft

Theft ("Theft") occurs when Computer Equipment is lost as a result of robbery or theft preceded by forcible entry. Theft is subject to a limited Personal Contribution of **£50 per incident**, but only if the situation meets the conditions set out below. Otherwise, you pay the full costs of replacing the Computer Equipment.



You must notify us in writing of any Theft as soon as possible, but in any event within 48 hours of the incident, by sending an e-mail to info@easy4u.school. If you do not report the incident within 48 hours, we will be entitled to charge you the full costs of replacing the Computer Equipment. The police report must clearly show that one or more of the following conditions are met for the damage and theft provisions and the corresponding limited Personal Contribution to apply:

- If the Computer Equipment was located in a building: the burglary took place from outside;
- Theft in schools: signs of burglary having taken place on the outside of the school or visible signs of burglary (breaking of locks) are present on the lockers, boarding rooms or suchlike school premises;
- If the Computer Equipment was located in a means of transport; the burglary took place from outside and the Computer Equipment was stored in a locked luggage compartment in such a manner that it was not visible;
- Evidence of a police report of theft or loss due to violence;
- The renter did not lend the Computer Equipment to another party.

The full costs of replacement will be charged in all cases of theft or loss that occurs because, for example, the laptop was left unattended at school, was stolen on the train/tram/bus without the use of violence, was not stored inside a closed locker or was left exposed on the back seat of a car. This applies even if there is CCTV footage available. Even if the theft is not covered by the damage and theft provisions, we advise you to report the incident to the police at all times. Our customer service team can give you the serial number and model of your laptop for the police report. Stolen and fenced laptops are brought to us for repair every year: if the serial number is registered with the police and CTS as theft, we can return your stolen laptop to you. We also advise you to turn on location tracking, such as 'Find my device' in Windows, or ask the school's IT administrator whether they can remotely lock or erase your Equipment.

6.3 No User Damage and/or Theft

In the following cases, the renter shall receive a quote of the **full cost** of repair or replacement:

- Events resulting from natural disasters (including earthquakes and floods) and from wear and tear and other gradual deterioration;
- Cosmetic and aesthetic damage that does not affect the operation of the Computer Equipment, such as scratches, scrapes or dents;
- Events resulting from intent, recklessness and carelessness. In any case, this shall include the use and transport of the Computer Equipment without the supplied protective cover, and leaving the Computer Equipment unattended;
- Damage caused after the laptop has been loaned to another person by the renter;
- Damage and consequential damage caused by loss, theft, viruses, hacks or the deletion of data or settings on the Computer Equipment, whether or not as a result of repair by CTS;
- Theft or loss due to violence shall not be covered without a police report.

7. Battery

- The battery forms part of the Computer Equipment and is subject to additional wear and tear, which is highly dependent on use. This is reflected in reduced capacity. Intensive use will cause the battery to wear out faster and lose capacity;
- We consider a battery to be defective or worn if it can **no longer be recharged at all** or if it has **less than 60%** (battery health) of its original charge capacity after a full charge, which is not a result of use of a defective charger, a non-original charger, or a defective part of the Computer Equipment (such as the charging port);
- If the battery still works but the renter suspects reduced capacity, the renter shall carry out a test and state the 'battery health' when submitting a service ticket with CTS. We do this in order to avoid disappointment, because the employee of the service desk will request this before issuing a loan laptop. The renter can use different objective tests depending on the brand and model, such as:



- Turn the laptop on. Press F2 or F12 as soon as the factory logo appears. You will now enter the BIOS. Go to the General menu and to Battery Info. The status of your battery is shown. This method can differ per brand and type of laptop.
- In Windows 10 via: Windows key + X -* start 'Windows PowerShell' -* type 'powercfg /batteryreport' and view the generated report. It contains the factory capacity and the measured capacity. The battery health % is the division 'factory capacity / measured capacity'.
- On a Chromebook, type 'ctrl-alt-t' and type 'battery_test'. The battery health % is shown
- If you need help with this, please email or call our customer service before returning the laptop.
- CTS determines whether a battery is worn out or not, and it does this by means of its own measurement with specialist Computer Equipment or software;
- CTS will replace the battery free of charge if, in the opinion of CTS and according to its measurement, the battery is defective or worn:
 - Within 12 months after commencement of the rental agreement, or within 12 months after installation of a replacement battery for which the renter has paid CTS; or
 - After these 12 months, **only if the renter has purchased an Extended Battery Warranty with the rental agreement;**
- In all other cases of a worn or defective battery, the renter shall receive an email from CTS, quoting the market price for a new battery. If the renter does not agree to the quote within 10 working days after the date of the email, CTS reserves the right to return the laptop without a new or repaired battery. In that case, the rental agreement shall continue unabated, and the renter shall owe the normal agreed amounts.
- In the event of indications of misuse of the Extended Battery Warranty by the renter, CTS may unilaterally terminate the Extended Battery Warranty with immediate effect. The renter may not prematurely terminate the Extended Battery Warranty: it shall always be valid for the entire term of the rental agreement.

8. Complaints and disputes

- Complaints regarding these Easy4u Rental Service Terms and Conditions can be made in writing to the CTS Customer Service Department at info@easy4u.school, or by post: Class Technology Solutions, 14 Carfax, Frazer House, Horsham RH12 1DZ. We will respond to your complaint as soon as possible, but at the latest within 10 working days;
- The parties shall first make every effort to reach a solution before referring their case to a court of law.
- These terms are governed by English law, and you can bring related legal proceedings in the English courts. If you live in Scotland, you can bring related legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland, you can bring related legal proceedings in either the Northern Irish or the English courts.

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