



ON-SITE Service Pack

“At your side” every step of the way

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Brother Service Packs

Thank you for choosing one of our Service Packs!

We know you rely on your printers to keep business running smoothly, that's why we ensure each product is produced to the highest standards.

We've conducted years of research and development and hours of rigorous testing to ensure our products never let you down. However, from time to time things can go wrong, so we feel it's equally important to make sure expert help is at hand. That's why we have Service Pack offerings on all our thermal printers for that extra peace of mind.

ON-SITE

We understand that for some business processes, experiencing downtime just isn't an option.

Brother ON-SITE Service Pack for TJ industrial label printers is available to ensure you receive urgent support when you need it. Our service technicians will be on-site the next working day** to get your printers back to working at the high standards you expect, ensuring minimal downtime.

To cover against unexpected disruptions, Brother ON-SITE is offered for one or three years depending on your requirements.

You can find the full terms and conditions for Brother ON-SITE Service Pack on pages 4 to 11.

Features	Brother 'ON-SITE'	
	1 year	3 years
Duration		
Technical support helpdesk	Monday - Friday* 9am to 5:30pm	
Service type	Service ON-SITE**	
Supported product ranges	TJ industrial printers only	
Level of cover	Mechanical failure***	
Service coverage	5 days	
Service level agreement	Next working day ON-SITE**	

Only available for Brother TJ Series.

* Excluding bank holidays.

** Next working day support is provided on the basis that any faults are diagnosed by Brother service team before 3:00pm. Brother ON-SITE Service Pack with 5-day coverage any reference to working days in these terms shall mean Monday to Friday (Excluding bank holidays) in normal business hours. Geographical restrictions apply, see terms and conditions for further details.

*** Includes printheads up to normal usage, see terms and conditions for further details.

Brother ON-SITE Service Pack terms and conditions

Terms and conditions applicable to Brother ON-SITE Service Pack

These terms and conditions set out the terms and scope of the Brother ON-SITE Service Pack. They do not affect your statutory rights or the obligations of Brother under any other contract. The purchase of Brother ON-SITE Service Pack is optional, and Brother ON-SITE Service Pack can be purchased within 28 days of the purchase of a relevant Product. Brother ON-SITE Service Pack cover is provided by Brother subject to the terms and conditions set out in this document.

1. Information about Brother and you

This Brother ON-SITE Service Pack is provided to the customer (you, your) by Brother UK Limited. We are a company incorporated in England with company number 00029301 and our registered office address is at Shepley Street, Audenshaw, Manchester, M34 5JD. (Brother, we, us, our). Our main trading address is at Shepley Street, Audenshaw, Manchester, M34 5JD.

You agree to be bound by the terms and conditions set out in this document in respect of Brother ON-SITE Service Pack. By entering into the Brother ON-SITE Service Pack agreement with us, you warrant that you are legally capable of entering into contracts and are at least 18 years old.

2. The Brother ON-SITE Service Pack agreement

After placing an order and making a payment for Brother ON-SITE Service Pack, you will receive an information pack from Brother confirming your activation code. A contract is established between Brother and you once you have paid for the Brother ON-SITE Service Pack.

Your service will commence immediately on activation of Brother ON-SITE Service Pack on the Brother Online website. Your Brother ON-SITE Service Pack term will be stated on the back of your information pack and will commence from either the date of activation or, in the event of failure to activate Brother ON-SITE Service Pack within 28 days of purchase of your Brother Product, the original date of purchase of the Product. You agree that you will register your Product on Brother Online and then activate your Brother ON-SITE Service Pack on our website at **<https://atyourside.brother.co.uk/register-your-device>** within 28 days of purchase. The Brother ON-SITE Service Pack is valid in Europe and UK only.

For Brother ON-SITE Service Pack with 5 day coverage, any reference to working days in these terms shall mean Monday to Friday (Excluding bank holidays) in normal business hours. The geographical area of cover is defined in clause 3 below.

Subject to the provisions of this document, Brother assures that during the Brother ON-SITE Service Pack period, the Product (as defined in clause 3 below) will perform substantially in accordance with the written specification.

As a Brother ON-SITE Service Pack customer you are entitled to repair or, where Brother determines that repair is not possible, replacement of any faulty Product in the geographical area to which the Brother ON-SITE Service Pack applies during the Brother ON-SITE Service Pack term.

If you would like to learn more about your Product or troubleshoot any problems, you can refer to your Products user's guide, FAQ's and further technical support on our website **www.brother.co.uk**.

3. Scope of Brother ON-SITE Service Pack

Brother ON-SITE Service Pack applies to the Brother product(s) against which Brother ON-SITE Service Pack is activated in your Brother Online account (the "Product") and any installed Brother accessories only. The Brother ON-SITE Service Pack applies only to the TJ series of Brother products and may not be activated against any other Brother product line.

Your Brother ON-SITE Service Pack applies in the geographical area of Great Britain and Northern Ireland. For the avoidance of doubt, the following territories are excluded from Brother ON-SITE Service Pack: Shetland Islands, Orkney Islands, Inner and Outer Hebrides, Small Isles, Isle of Arran, Isle of Man, Channel Islands, Isles of Scilly, Isle of White. The following areas are covered by the Brother ON-SITE Service Pack but are not part of the primary geographical area and we do not guarantee next day repairs or site visits: Postcode areas KW and IV.

Brother ON-SITE Service Pack does not extend to:

- Accessories or print heads and platen rollers which are not included with your Product (inside the Product packaging);
- Other consumable or service items including tapes, labels or batteries. These items are covered under their own right by warranty against manufacturing defect in materials or workmanship, for 12 months, or the appropriate life cycle of the consumable, whichever is the soonest;
- Print heads and platen rollers which were included in the box but which have either exceeded normal usage as defined by Brother below or not been maintained and cleaned in accordance with Brother's reasonable instructions;
- Products which are outside of the TJ series of Brother products;
- Accidental damage and damage caused by inappropriate use (including use which is not in accordance with Product instructions or operating manuals), exceptional environmental conditions, inappropriate operating conditions or the Product having come into contact with unsuitable materials;
- Damage caused by the chemical or electrochemical effects of water;
- Minor variations to the Product specification which are of no significance to the Product's value or fitness for purpose;
- Damage to third party items or parts, materials or equipment not manufactured by Brother;
- Loss or damage outside of Brother's reasonable control, such as transport damage for which we are not responsible, poor maintenance or failure to observe operating or assembly instructions.

For your information, normal usage for print heads and platen rollers is defined according to product series as set out below. Brother reserves the right to assess Product usage on a case by case basis.

Product	Normal printhead usage	Normal platen roller usage
TJ Series	30km	50km

Brother reserves the right to withdraw Brother ON-SITE Service Pack in the following circumstances:

- Where repairs to the Product have been performed by persons not authorised by Brother to carry out such repairs or the Product has been tampered with, altered or modified, except by Brother authorised service personnel (including the installation of any unauthorised software);
- Where the Product is damaged by non-original spare parts, accessories or consumables. Although you are not required to use Brother original supplies (media and/or ribbons), if the use of non-Brother supplies (media and/or ribbons) is found to have caused damage to the Product (including but not limited to fault/damage/malfunction of print heads) for which a claim is made, any claim for service under these terms may be rejected at the discretion of Brother;
- Where Brother reasonably believes that you are in breach of the terms and conditions of Brother ON-SITE Service Pack;
- Where the Product has been subjected to unusual physical or electrical stress, abuse or forces or exposure beyond normal use within the specific operational and environmental parameters set forth in the applicable Product specification;
- Where the price for the Product has not been paid by the due date for payment;
- In the event of physical or verbal abuse of Brother staff.

In the event of the occurrence of any of the exclusions listed above, Brother shall notify you that the claim is not covered by the Brother ON-SITE Service Pack and you may opt to direct to Brother to repair such defect at Brother's applicable rates for repairs, plus any applicable VAT and/or sales taxes.

Repairs or replacements provided under Brother ON-SITE Service Pack neither extend the standard warranty or Brother ON-SITE Service Pack period nor commence a new Brother ON-SITE Service Pack period for the Product. The Service Pack period for any spare parts, print heads and platen rollers provided under the Brother ON-SITE Service Pack ends with the expiry of the standard Service Pack period of the Product.

Where services are unreasonably or dishonestly requested by you, whether during the Brother ON-SITE Service Pack term or otherwise, Brother reserves the right to charge you an appropriate amount for the replacement or repair of the Products. Any charges or sums shall be payable by you, plus any applicable VAT and/or sales taxes.

Repair, spare parts and replacements

When you request Brother ON-SITE Service Pack services for your Product, Brother will attend your premises in the primary geographical area of cover (as defined in clause 3) the next working day. Brother will determine whether rectification of defects will take the form of a repair or replacement of the Product. In some circumstances Brother may, acting in its absolute discretion, determine that repairs should be carried out by issue of replacement parts via courier.

Brother reserves the right to request evidence of purchase of the Product prior to issuing replacements or carrying out repairs.

Where necessary we will use all reasonable endeavours to supply spare parts and replacement components required to repair the Product. Replacement Products or spare parts provided under Brother ON-SITE Service Pack may be new or refurbished items equivalent in performance.

Upon receipt of a valid Brother ON-SITE Service Pack claim for a repair or replacement which is verified by Brother before 3pm, Brother commits to use its best endeavours to arrange an on-site visit for repair or replacement on the next working day. Where Brother has exercised its discretion to issue replacement parts via courier, Brother shall issue such replacement parts for next working day delivery. Any claims verified after 3pm shall be processed on the following working day for on-site repair or delivery on the second working day following your claim.

Brother shall not be liable for any delays or failures of its third party delivery and courier services.

User settings and machine configuration may be lost or affected by the repair or replacement of the Product and Brother shall not be liable for any such loss or change.

Your obligations

You shall:

- At all times keep the Product in the environmental conditions recommended by Brother;
- Use the Product only in accordance with Brother's instructions as to the use and operation of the Product as may be set out in the Product manual;
- Cooperate with Brother in attempting to resolve any Product issues via email, live chat or telephone. This may involve performing routine diagnostic procedures, installing additional software updates or patches, removing third-party options, and/or substituting options;
- Return the appropriately packaged Product to Brother in accordance with Brother's instructions as soon as Brother confirms that it shall issue a replacement Product;
- Retain proof of purchase of the Product during the term of Brother ON-SITE Service Pack;
- Not allow any person other than Brother or its representatives and subcontractors to adjust or repair any part of the Product;
- Provide a safe working environment for any representatives of Brother attending your site to conduct repairs;
- Ensure that the product is registered with Brother Online, via the Brother website <https://atyourside.brother.co.uk/register-your-device>.

You shall ensure that Brother's representatives or subcontractors have full and free access to the Product and to any records of its use kept by you to enable Brother to perform its duties.

You shall provide Brother with such information concerning the Product, its application, use, location and environment as we may reasonably request to enable us to carry out our duties.

You shall indemnify and keep Brother indemnified against all loss, damage, costs and expenses awarded or incurred by Brother in connection with any breach by you of these terms.

Liability

Except where Products are sold to a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

If you are a consumer, your statutory rights are not affected by these provisions.

Subject to the provisions of the paragraph below, the liability of Brother for any failure to comply with these terms and conditions shall not exceed the price paid for Brother ON-SITE Service Pack in respect of the relevant Product. Brother shall not be liable for any loss of profit or consequential damage or any other claim for compensation.

Nothing in these terms and conditions excludes or restricts Brother's liability for death or personal injury arising due to our negligence or for fraud, fraudulent misrepresentation or any other liability which may not be excluded or limited legally.

Without prejudice to the foregoing, Brother shall not be liable for any loss of data or information stored in the Product whether such loss is caused by a defect or malfunction of the Product or otherwise.

General

Notices: Any notices or other communication to be given under these conditions must be in writing and may be delivered personally or sent by post or email. Any notice or document shall be deemed to have been served immediately if delivered personally or within 48 hours if sent by post, by facsimile or by email.

Enforceability: The invalidity, illegality or unenforceability of any provision of any of these terms shall not affect the other terms.

No partnership: The relationship of the Parties shall be that of independent contractors. Nothing in the Agreement shall be construed to constitute a partnership between or joint venture of the Parties, nor shall either Party be deemed the agent or employee of the other or have the right to bind the other in any way without the prior written consent of the other.

Third party rights: A person who is not a Party to these terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Bribery and corruption: Brother warrants that it has and shall maintain processes and procedures that are in line with the requirements of relevant anti-corruption laws for the duration of the terms.

Assignment: Brother may assign, subcontract or otherwise transfer or purport to assign, subcontract or transfer its rights and obligations under these terms and conditions. You may not transfer, assign, charge or otherwise dispose of your rights and obligations under these terms and conditions without Brother's prior consent.

Sub-Contracting: Brother may sub-contract any of its obligations under these terms provided that Brother shall be fully responsible for the acts and omissions of such sub-contractors.

Waiver: Failure by either Party at any time to require the performance of any provision of the Agreement shall not affect the right of such Party to require full performance thereof at any time thereafter.

Variation: The terms may be changed from time to time by Brother and a copy of the latest terms and conditions shall be available on our website. Please visit <https://www.brother.co.uk/service-packs>

Conflict of terms: These terms and conditions shall take precedence over any other terms and conditions of sale in the event of a conflict but do not affect your statutory rights.

Law: The Agreement shall be governed by and construed in accordance with the laws of England without reference to conflicts of law principles. The Parties agree to submit to the exclusive jurisdiction of the English courts.

Brother

contact details

Expert help is at hand:

Website

www.brother.co.uk

Postal address

Brother UK Ltd
Shepley Street,
Audenshaw, Manchester
M34 5JD

Email

support@uk.brother.eu

Telephone

0333 777 4444

Your calls to us may be monitored or recorded for training purposes.

All terms and conditions are correct at the time of printing and are subject to change. Brother is a registered trademark of Brother Industries Ltd. Brand product names are registered trademarks or trademarks of their respective companies.

brother
at your side

Brother UK Ltd.

Shepley Street, Audenshaw,
Manchester, M34 5JD.

Tel: +44 (0) 333 777 4444

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