

SMART Board™ 600 Series Interactive Whiteboard Hardware Warranty Plan (UK)

1. Overview

Steljes offers all UK customers a three year return to base warranty on the SMART Board 600 Series interactive whiteboard as standard. This cover can be increased to five years return to base if products are registered on their website <http://www2.smarttech.com/st/en-US/Support/Registration/default.htm> within three months of purchase.

In addition to the above warranty, Steljes (SMART Technologies exclusive UK distributor) is offering a free upgrade to a three year **onsite** Hardware Warranty Plan ('the Plan') for SMART Board 600 Series interactive whiteboards purchased by **education** sector customers* from a Steljes approved SMART Board reseller from **1st July 2007**. The additional benefits of the Plan are set out in the paragraphs below. In order to qualify for the Plan, education sector customers ('Customers') must register each of their SMART Board 600 Series interactive whiteboards ('SMART Board interactive whiteboards') on the Steljes website at www.activatemywarranty.co.uk within 90 days of the date of despatch by Steljes of the relevant SMART Board interactive whiteboard. Each Customer must have a unique activation code in order to register a SMART Board interactive whiteboard. The unique activation code will be sent to the Customer in a letter confirming the details of their purchase(s) plus the respective serial number(s) of the SMART Board interactive whiteboard hardware. Please note, SMART Board interactive whiteboards not registered with Steljes within 90 days from the date of despatch will not be eligible for the Plan.

* Education sector customers are primary and secondary schools, colleges and universities only (and do not include corporate or public sector training centres).

Any issues with the SMART Board interactive whiteboard arising within 30 days of purchase (including SMART Board interactive whiteboards deemed to be incomplete, damaged or defective) are not covered by the Plan and should be reported immediately to Steljes Customer Service on 08450 747007 who will handle issues during this period.

If the SMART Board interactive whiteboard develops a hardware failure during the term of the Plan then the Plan provides telephone fault diagnosis and problem resolution and, where required, an on-site technical repair or replacement service.

This document sets out the terms and conditions under which Steljes provides the Plan, which Steljes may change at any time without notice. Steljes publishes the current version of this document on its web site at www.activatemywarranty.co.uk

2. Eligible SMART Board interactive whiteboards

Only 600 Series* (SB640 / SB660 / SB680 / SB685 / SB690) SMART Board interactive whiteboards located in the United Kingdom and purchased by education sector customers from a Steljes approved SMART Board interactive whiteboard reseller from 1st July 2007 are eligible for cover under the Plan.

* SMART Board 600i Series interactive whiteboard solutions are covered separately, details available upon request.

3. Establishing a Hardware Failure

Typical symptoms of SMART Board interactive whiteboard hardware failure are:

- No LED activity (red or green)
- No SMART Board interactive whiteboard responses at all
- When drawing a line, it is intermittently broken or dashed

Customer Test

Please follow the procedures below to assist in diagnosing a suspected SMART Board interactive whiteboard hardware failure prior to logging a fault call with the Steljes Technical Team ('Technical Team').

Connect the SMART Board interactive whiteboard directly to a fully functioning PC/laptop using a working cable to check if the fault still persists. If the fault disappears then have the original cabling and PC/laptop checked by a qualified person.

If the fault remains after the customer test has been conducted then please contact the Technical Team either by phone on 08450 724999 or by email at services@steljes.co.uk. If the Technical Team is unable to diagnose and resolve the problem over the telephone or by email then a service visit may be scheduled. See below for details.

Software

For suspected SMART Board interactive whiteboard software failure, please contact the Technical Team either by phone on 08450 724999 or by email at services@steljes.co.uk.

Please note that Software failures are **not** covered by the Plan.

Steljes Technical Team

The Technical Team aims to provide telephone and/or email support, advice and guidance on all aspects of your SMART Board interactive whiteboard between the hours of 9.00am to 5.30pm Monday to Friday, excluding English Bank Holidays and Christmas closures.

4. Service Visits

To initiate a Service Visit

1. A service visit may be requested by contacting the Technical Team either by phone on 08450 724999 or by email at services@steljes.co.uk.
2. The following information must be provided when requesting a service visit:
 - The Plan registration number
 - The SMART Board interactive whiteboard serial number – this can be found with help from <http://www2.smarttech.com/st/en-US/Support/findyourserial.htm>
 - A contact name and telephone number
 - A full description of the fault symptoms
 - Confirmation that the customer test has been carried out (see above)
 - The address (including exact location details) of the SMART Board interactive whiteboard
 - The contact name and telephone number of the person to whom the Steljes engineer should report at the location
 - Any time specific restrictions that may cause delay (for example room availability, out of hours working etc).
3. A reference number will be issued by the Technical Team once they have logged the request for a service visit. This reference number should be quoted at all times when communicating with the Technical Team.
4. The Technical Team will then confirm the proposed date of the service visit. A service visit will not be scheduled if the Technical Team is able to diagnose and resolve the problem over the phone or by email.

During a Service Visit

1. The Steljes engineer will endeavour to rectify or repair the reported fault on-site. However if the Steljes engineer advises the Customer that the fault is due to installation by or on behalf of the Customer that is poor, incorrect or not in accordance with the manufacturer's standards and guidelines, the fault will not be covered by the Plan (see 5. Exclusions below) and Steljes reserves the right to charge the Customer a call-out fee.
2. If the Steljes engineer is unable to repair the SMART Board interactive whiteboard on-site and the fault is not due to installation by or on behalf of the Customer that is poor, incorrect or not in accordance with the manufacturer's standards and guidelines, then a replacement SMART Board interactive whiteboard will be provided.
3. The end user on-site contact will be asked to sign the engineer's Service Visit Sheet to acknowledge that the engineer has made the service visit and investigated/rectified the fault. The Service Visit Sheet will show a brief fault analysis, the actions taken and/or further action required and details of any equipment removed and/or replaced.

Following a Service Visit

The Steljes engineer will inform Steljes Customer Care of the outcome of the service visit and Steljes Customer Care will update the service visit log accordingly.

Response Times

All service requests received and approved by Steljes by 14:00hrs are processed using the following matrix.

Territory	SLA for Onsite Visit
Mainland UK (excluding (i) areas with the following postcode prefixes: KW, IV & PH; and (ii) all UK islands)	Next working day
Postcode areas with the following postcode prefixes: KW, IV, PH; and all UK islands	4 working days Travel and local restrictions may apply

All service requests received after 14:00hrs will be processed in accordance with the above matrix + 1 working day.

Please note that all response times are estimates only – Steljes will use reasonable endeavours to meet these response times but they cannot be guaranteed.

5. Exclusions

Failures related or due to any of the following are not included within the Plan:

- Installation*, set-up or configuration of the SMART Board interactive whiteboard
- Third party hardware, software, PCs, laptops or projectors
- External third party cabling*
- Use not in accordance with SMART Board interactive whiteboard instructions** or user error
- Missing items such as pens and erasers***

- Note:
- * Installations provided under the Steljes Managed Classroom package from 1st July 2007 will be covered by this Plan.
 - ** Instructions on the correct use of the SMART Board interactive whiteboard are contained within the manufacturer's operating handbook supplied with each SMART Board interactive whiteboard.
 - *** Items missing on delivery should be reported to Steljes Customer Care on 08450 747007 within 24hrs of delivery.

Damage caused by any of the following is not included within the Plan:

- Relocation or transportation
- Servicing not authorised by Steljes or its subsidiaries
- Damage, tears, pin holes in the screen or broken eraser holders
- Malicious damage or physical abuse
- Environmental conditions
- Acts of God, fire, flood, violence or any other similar occurrence.

6. SMART Board interactive whiteboard Owner Obligations

The SMART Board interactive whiteboard owner is responsible for:

- the choice of SMART Board interactive whiteboard and its suitability for purpose;
- ensuring the equipment is used in strict accordance with the manufacturer's guidelines*;
- ensuring that routine maintenance, cleaning and software updates (where applicable) are performed in accordance with the manufacturer's guidelines*;
- telephone and postal charges in contacting Steljes (if any);
- specifications and instructions given to the Technical Team; and
- all third party hardware and software, its performance, licences and authorisations.

Note*; Instructions on the correct use, periodic care, routine maintenance and functionality of the SMART Board interactive whiteboard are contained within the manufacturer's operating handbook supplied with each SMART Board interactive whiteboard purchased.

Failure to provide Steljes with all reasonable information, co-operation, facilities and access to the SMART Board interactive whiteboard may mean Steljes is unable to provide the required service and support in accordance with the Plan. On occasion it may be necessary to examine the faulty SMART Board interactive whiteboard at the premises where it is located or at Steljes' own premises.

Steljes owns any original SMART Board interactive whiteboard or SMART Board interactive whiteboard part that it replaces under the Plan. Steljes may charge the SMART Board interactive whiteboard owner for these originals if they are not returned on request.

7. Liability

To the extent permitted by law, Steljes does not accept liability for:

- indirect or consequential loss;
- loss of profits, business, revenue, goodwill or anticipated savings;
- damage remedied by Steljes within a reasonable time; and/or
- loss suffered that is avoidable through the reasonable conduct of the SMART Board interactive whiteboard owner, including backing up all data and following Steljes' reasonable advice.

To the extent permitted by law, Steljes' total liability under, or in connection with each SMART Board interactive whiteboard Hardware Warranty Plan (whether in tort, including negligence, for breach of contract, breach of statutory duty or otherwise) shall be limited to £200.

8. Termination

Either Steljes or the SMART Board interactive whiteboard owner may terminate the Plan if the other:

- commits a material or persistent breach of the Plan and either that breach is not capable of remedy, or, if the breach is capable of remedy, fails to remedy the breach within 30 days of receiving written notice of the breach; or
- becomes insolvent or is unable to pay its debts as they fall due.

9. Force Majeure

Steljes is not responsible for delays in performance (including repair or replacements) caused by circumstances beyond its reasonable control including, but not limited to, strikes, terrorist acts, war, supplier/transport/production problems, governmental or regulatory action and natural disasters. If any such delay occurs Steljes will be entitled to a time extension for performance and if any such delay lasts more than two (2) months, either party without liability may terminate this Plan.

10. Law and Jurisdiction

The construction, validity and performance of the Plan shall be governed by English law and the SMART Board interactive whiteboard owner and Steljes, both submit to the exclusive jurisdiction of the English courts.