

## Terms of service

These Terms were last updated on 28 June 2024.

These terms and conditions ("Terms") apply to any repair services you book either through the Nintendo UK Consumer Support website at <https://www.nintendo.co.uk/Support/Contact/Repairs/Console-repairs-1766956.html> (the "Website"), by telephone through the Nintendo Customer Support Team on +44 (0) 345 60 50 247 (the "Support Line") or by email to [customer-support@nintendo.co.uk](mailto:customer-support@nintendo.co.uk) (the "Support Email").

For the purposes of these Terms, "repair" shall include adjustment or combined repair and replacement (the "Services"). These conditions apply also to any products or parts thereof (the "Products") provided to Nintendo for evaluation or quotation.

Please read these Terms carefully before booking any Services as, by booking an order for Services, you confirm that you have read, understood and agree to these Terms. If you do not agree to these Terms, you must not book any service through the Website, the Support Line or the Support Email.

This Website is owned and operated by Nintendo of Europe AG, registered in Germany under registration number HRB 133439, whose registered address is at Goldsteinstrasse 235, D-60528 Frankfurt am Main, Germany. On this page we use the terms 'Nintendo', 'we', 'our' and 'us' to refer to Nintendo UK, registered in England and Wales under branch registration number BR 5889, whose registered address is at Quadrant, 55-57 High St, Windsor SL4 1LP, United Kingdom, acting in its capacity as a branch of Nintendo of Europe AG.

## Booking a Repair

To book a repair you must be: (i) 18 years of age or older; (ii) a resident of the United Kingdom or Ireland; and (iii) a consumer. We do not accept bookings for this repairs service from businesses.

To book a repair, simply follow the instructions on the Website or contact the Nintendo Customer Support Team through the Support Line or Support Email. Please provide as much detail as you can about your Product and the repair required.

If you are unable to provide proof of purchase with the Product you send to us, the Product will be considered to be outside of your Nintendo Warranty and a service fee will apply for any repair work undertaken. Please note that we only accept printed retailer receipts or bank statements as proof of purchase; we do not accept handwritten receipts.

Your repair booking is an offer by you to commission the Services from us. Our acceptance of your offer will take place only when we have confirmed to you, by email, that your repair has been started.

## Sending the Product to us

Once your repair booking has been received, we will contact you by email to provide instructions for returning the Product to us and arrange for pre-paid shipping materials to be sent to you, either by post or by email, according to the method selected by you during the booking-in process.

Please read the [packaging guidelines \(PDF, 198 kB\)](#) carefully before shipping your Product to us as any loss or damage to Products that occurs before they arrive with us is your responsibility and will not be covered by any Nintendo Warranty.

Before sending your Products to us, Nintendo strongly recommends that you make a backup copy of any data that you do not remove or delete. Please note that, depending on the type of repair, data stored in the memory of hardware may be deleted, and you may not be able to read data saved to your SD Card or import it back onto the hardware following such repair.

**You accept and agree that Nintendo will not be responsible for any loss, deletion or corruption of data that has not been backed-up, deleted or removed.**

## Receipt of the Product by us

Once we receive your Product, we will assess it and determine whether or not any repair is required, and if so, what repair is required and whether any such repair is covered by your Nintendo Warranty.

If your Product(s) is found to be outside of your Nintendo Warranty, we will contact you by email to inform you of the repair service fee and to arrange payment before proceeding with the repair or, at your choice, we will return the Product to you without repair.

If we do not hear from you within 30 days of receipt of this email, we will return your un-repaired Products to you by post to the delivery address supplied by you at the time of booking the repair.

If your Product is returned to us because delivery could not be completed at the address given, we will attempt to contact you via the email address you gave us at the time of booking the repair, for an alternative delivery address. If you do not provide an address at which your Product may be delivered or you do not contact us to arrange re-delivery within three (3) months of the original delivery attempt, we will notify you, via the email address you gave us at the time of booking the repair, that we consider your Product to be abandoned.

We shall be entitled to charge you storage and any further delivery costs caused by your failure to accept delivery and if, despite our reasonable efforts to contact you to arrange re-delivery, you do not respond or you refuse to accept delivery then we may end the contract and dispose of your Product.

## Price and Payment

Our fees comprise handling costs (administration and outbound transportation costs); labour costs; and spare parts costs. All fees are in Pounds Sterling inclusive of UK VAT where applicable. Our tax ID number is DE132095955 and VAT number is 770211954.

Where payment is required, payment must be received prior to our acceptance of a repair booking.

Only payments made via VISA, Mastercard or PayPal will be accepted if you pay using your Nintendo Account.

Only payments made via VISA or Mastercard will be accepted if you pay without using your Nintendo Account.

If for any reason any payment is refused after we have started the repair we will have the right to request the payment from you or recover from you the amount owing. We may charge you for any costs incurred by us in recovering the amounts owing or seeking further payment.

## Delivery of Repairs

Once the Services have started, we aim to have the repair completed and your Product ready to be returned to you within 10 days. In the unlikely event of any delays to your repair we will contact you by email as soon as possible to let you know. If there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.

Branch Office:  
Nintendo of Europe AG, Quadrant, 55-57 High Street,  
Windsor, SL4 1LP, UK  
Registration in England and Wales:  
Registered number FC022968. Branch registration number BR005889

Head Office:  
Nintendo of Europe AG (a limited liability company), Goldsteinstrasse 235, 60528, Frankfurt am Main, Germany  
Legal seat: Frankfurt am Main  
Registration number:  
Commercial register of the local court of Frankfurt am Main (DE), HRB 133439  
Legal representatives: Stephan Bole (chairman), Laurent Fischer, Luciano Pereña López, Tsutomu Enoki  
Chairman of the supervisory board: Satoru Shibata

We will deliver repaired Products by post to the delivery address supplied by you at the time of the repair booking. We will contact you by email to confirm once a repaired Product has been dispatched. If your Product is returned to us because delivery could not be completed at the address given, we will attempt to contact you, via the email address you have gave us when applying for the repairs service, for an alternative delivery address. If you do not provide an address at which your Product may be delivered within three (3) months of the original delivery attempt, we will notify you, via the email address you gave us at the time of booking the repair, that we consider your Product to be abandoned.

We shall be entitled to charge you storage and any further delivery costs caused by your failure to accept delivery and if, despite our reasonable efforts to contact you to arrange re-delivery, you do not respond or you refuse to accept delivery then we may end the contract and dispose of your Product.

In the unlikely event that you do not receive your Product within 10 working days from the date of the email confirming dispatch or that the Product is damaged during delivery to you, please contact us immediately.

## Replacement parts and refurbished products

If, as part of the repairs service, we replace any parts of your Products, we will securely dispose of the original parts in accordance with applicable laws and regulations. Should you wish to retain the original parts, please let us know at the time you book the repair.

We reserve the right to provide you with a replacement Product rather than a repair (or in the event that any Product is lost in transit and we accept liability for such loss). In such circumstances, replacement Products may comprise refurbished items; these are treated to a rigorously high standard and are provided to you on an 'as new' basis and these Products will benefit from the Nintendo Warranty for a period of 24 months.

## Your Right to Cancel an Order

If for any reason you change your mind and wish to cancel your booking for repair services please let us know by contacting the Support Line or by completing and sending us the [cancellation form](#) accessed by clicking here and sending it by email to [customer-support@nintendo.co.uk](mailto:customer-support@nintendo.co.uk).

Any requests to cancel must be made within 14 days of our having confirmed to you, by email, that your repair has been started. Please note however that, once we have completed the Services you cannot change your mind, even if the 14-day period is still running. If you cancel the Services once we have started them, you will be required to pay us for the Services provided up until the time you tell us that you have changed your mind.

Once you have notified us that you wish to cancel the Services we will return your Product to you subject to you paying for any Services carried out before you cancelled.

We will deliver repaired Products by post to the delivery address supplied by you at the time of the repair booking. We will contact you by email to confirm once a repaired Product has been dispatched. If your Product is returned to us because delivery could not be completed at the address given, we will attempt to contact you, via the email address you have gave us when applying for the repairs service, for an alternative delivery address. If you do not provide an address at which your Product may be delivered within three (3) months of the original delivery attempt, we will notify you, via the email address you gave us at the time of booking the repair, that we consider your Product to be abandoned.

## Nintendo Warranty

For all repaired Products\*, Nintendo will extend its standard Nintendo Warranty by a period of 12 months from the date that your Product is returned to you, as confirmed by the letter accompanying your returned Product. Please ensure that you keep this letter safe as it must be presented along with your original proof of purchase on any subsequent claim under the Nintendo Warranty.

*\* Please note that a Product means any Nintendo product or part thereof. For example, if you purchased a Nintendo Switch which includes a docking station and Joy-Con controllers, and we repair your docking station, the extended warranty will apply only to the docking station and not the other items which you purchased.*

Further information about the standard Nintendo warranty can be found on the relevant product page at <http://www.nintendo.co.uk/Support>.

## Our Liability to You

These Terms shall not limit or exclude any liability that we are not permitted to limit or exclude under applicable law including our liability for: (i) personal injury or death caused by our negligence or the negligence of our employees, agents or subcontractors; (ii) for fraud or fraudulent misrepresentation; (iii) for breach of your legal rights to the Services including the right to receive services which are supplied with reasonable skill and care; and, (iv) if we have not agreed a price or a time for delivery with you beforehand, a reasonable price and a reasonable time, respectively.

We are only responsible for losses that are a natural foreseeable consequence of our breach of these Terms. Loss or damage is foreseeable if either it is obvious that it will happen, or if, at the time the contract was made, both you and us know it might happen.

We will not be liable to you to the extent we are prevented or delayed from complying with our obligations under these Terms by anything you (or anyone acting on your behalf) do or fail to do (including, but not limited to, backing up any data that is on your Product before sending it to us for repair) or due to events which are beyond our reasonable control.

We only supply products for domestic and private use. We will not be liable for any losses related to any business of yours including (without limitation) lost data, lost profits, lost revenues or business interruption.

## Privacy policy

When you book a repair service with us, we need to process your personal data in order to conduct the repairs service. We shall process your personal data for the repairs service in accordance with the privacy policy which can be found at: <https://www.nintendo.co.uk/Legal-information/Website-Privacy-Policy/Website-Privacy-Policy-637785.html>.

## Law and Jurisdiction

These Terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. If you live in the Republic of Ireland you can bring proceedings in respect of the products in either the Irish courts or the English courts.

### Third Party Rights

Only you, Nintendo and Nintendo of Europe GmbH, shall be entitled to enforce these Terms . No other person shall be entitled to enforce any of these Terms , whether by virtue of the Contracts (Rights of Third Parties) act 1999 or otherwise.

### Online Dispute Resolution

Nintendo currently does not participate in the alternative dispute resolution procedure accessible through the [EU Online Dispute Resolution Platform](#).

### Changes to these Terms

We reserve the right to change and update these Terms from time to time and recommend that you revisit this page regularly to keep informed of the current terms and conditions. However, the terms and conditions that apply to the contract for any purchase shall be those that were in force at the time the contract was formed between us and you.