

The PC Guy - TERMS AND CONDITIONS OF SERVICE © 2007

All Customers agree to be bound by the Terms and Conditions of Service set forth below upon usage of any services offered by the sole trader business known as "The PC Guy".

1. Definitions and Interpretation

In these terms and conditions the following words have the meanings given: "Contract" means a contract for the purchase by the Customer of Services from The PC Guy incorporating these Terms and Conditions of Service and arising from the acceptance by The PC Guy of an Order; "Customer" means the person, firm or company ordering that Services be undertaken; "The PC Guy" means the sole trader business known as "The PC Guy" offering IT administration services; "Intellectual Property" means property for which there is copyright ownership, patent, registered designs, know-how, confidential information and trade or business information; "Order" means any order for Services received by The PC Guy from the Customer by written or verbal agreement either in person, by any written means (including email and by all other electronic communications) or by telephone; "Services" means any configuration or installation services provided by The PC Guy as sub-contractor of the Customer; "Confidential Information" means all information of whatsoever nature (whether oral, written or in any other form) containing or consisting of material of a technical, operational, administrative, economic, marketing, planning, business or financial nature or in the nature of intellectual property of any kind or in the nature of Specifications and relating to Services; "Cost" means the cost payable for the Services as specified in any Order; "Services" means such Services to be sold by The PC Guy to the Customer as may be determined from time to time by The PC Guy and Customer; "Verbal Agreement" means prior agreement by the Customer with The PC Guy for Services to be undertaken; "On-site Services" means any services delivered at the Customer's premises; "Off-site Services" means any services delivered to the Customer but performed elsewhere to the Customer's premises; "Data Recovery" means any attempt to recover, salvage or retrieve data from any computer storage media such as hard disks, floppy disks, USB disks, flash disks or any other computer-related equipment or media; "Data Integrity" means any attempt to safeguard data against loss. All other words and expressions are to be given their normal English meaning taken in the context of the Contract. Any dispute as to the meaning of a word is to be settled by reference to the Oxford English Dictionary.

2. Contract Formation

2.1 All Orders submitted by the Customer to The PC Guy and accepted by The PC Guy shall be subject to these following Terms and Conditions of Service which shall form part of and govern any Contract.

2.2 Usage of any Services by the Customer, issued by The PC Guy verbally, by phone or in person or in writing including by email shall be deemed acceptance of these Terms and Conditions of Service.

2.3 The PC Guy will make every possible effort to preserve their Customers' data, however they make no guarantees whatsoever that data will be intact after the computer(s) have been repaired and tested. The Customer agrees not to hold The PC Guy responsible for any loss or damage to data as a result of repairs, upgrades or any other services carried out on their computer(s) or network.

2.4 If the Customer's computer develops a fault in the course of Service by The PC Guy, the Customer agrees not to hold The PC Guy responsible for the fault. However, The PC Guy will always attempt to remedy the problem at no cost to Customer unless parts are required.

2.5 Where the Customer requires The PC Guy to carry out any configuration or installation Services for the Customer, this agreement and the terms contained herein shall constitute the contract.

2.6 The PC Guy will use all reasonable endeavours to provide computer services in accordance with the terms of the Contract and will ensure that all the Services are provided with all reasonable care and skill.

3. Rates

3.1 All rates for Services stated in any quote, estimate or acceptance of Order are those current at the time of the Customer's enquiry by phone, by email or any other acceptable means.

3.2 Costs of any parts required to carry out a successful repair will be extra and are not included in the labour charge quoted. The procurement of parts and any arrangements to make use of guarantees for those parts is the responsibility of the Customer and their suppliers.

3.3 The Call-Out Charge given as a written or verbal quote at the time of booking applies to any On-Site Services and is a minimum charge that includes the first hour's Service. An Hourly Service Rate is given as a written or verbal quote at the time of booking and if the On-Site Services take longer than 1 hour, the Customer will be charged in 15-minute segments for the extra hours of labour at the rate of one quarter of the Hourly Service Rate per 15-minute segment. The total time taken to perform the Service will be rounded up to the nearest 15 minutes and an invoice prepared accordingly.

As an example, if the Call-Out Charge is £36.00 and the Hourly Service Rate is £36.00 per hour then Services completed in 2 hours and 35 minutes would cost the Customer the Call-Out Charge of £36.00 (which is inclusive of the first hour of Service) plus three 15-minute segments with each segment costing one quarter of the Hourly Service Rate (i.e. £9.00 per segment). In this case the total charge to the Customer would be £63.00. The Customer can ask The PC Guy to stay for the full length of the last 15-minute segment to carry out training or any other computer-related work if necessary. In this case, the Customer would be entitled to ask The PC Guy to stay another ten minutes after the Service is completed to carry out other tasks.

4. Payment

4.1 Payment for Services must be made by cash or cheque prior to or upon the delivery of any Service undertaken by The PC Guy.

4.2 The Customer agrees that payment for Services is non-refundable and that any parts or equipment fitted are the sole responsibility of the Customer and/or the supplier and are covered by the supplier's and/or manufacturer's warranty.

4.3 Where credit terms are granted, and unless other terms are granted in writing, the Customer will pay no later than 30 days following the date of The PC Guy's invoice and The PC Guy reserves the right to suspend services where payment is delayed.

4.4 The Customer agrees to make all payments due under this contract irrespective of any dispute or claim the Customer may have with or against any third party.

5. Data Integrity

The Customer agrees to assume full responsibility for ensuring that backup images exist for any hard disks, floppy disks, USB disks, flash disks or any other computer-related equipment or media connected to the equipment that The PC Guy has been asked to Service.

6. Liability

6.1 The PC Guy shall not be liable for any claims regarding the physical functioning of the equipment/media or the condition or existence of data stored on the media supplied before, during or after services.

6.2 In no event will The PC Guy be liable for any loss of data or loss of revenue or profits, before, during or after services.

6.3 The Customer must be aware of the inherent risks of damage to media or equipment that is involved when undergoing data recovery or computer repairs, including without limitation, risks due to destruction or damage to the media or equipment and/or data stored and inability to recover data, or inaccurate or incomplete data recovery. The Customer agrees not to hold The PC Guy responsible for any damage or loss of equipment or media or data loss.

6.4 The PC Guy shall not be liable to the Customer for any loss of profits, business, or revenue, whether sustained by the Customer or any other person.

6.5 Any advice or recommendations given to the Customer by The PC Guy is followed or acted upon entirely at the Customer's own risk and accordingly The PC Guy shall not be liable for any such advice or recommendation.

7. Privacy and Confidentiality

7.1 Each party shall treat as confidential all information obtained from the other which is specifically designated as confidential or proprietary and shall not divulge such information to any person without the other party's prior written consent.

7.2 Neither privileged information nor personal information including information concerning the Customer's personal details, credit card details or computer system will be shared with any outside party without the Customer's explicit written consent unless specifically required by authority of law. Any personal information collected by The PC Guy will only ever be used for operational purposes concerning the Servicing itself.

8. Law

8.1 This Contract shall be governed by, and construed in accordance with, English law and the parties submit to the exclusive jurisdiction of the English courts.