

### TERMS AND CONDITIONS OF SERVICE

The following are terms of a legal agreement between You (the customer) and Computer Place and its associated companies. By filling out our Work Order Form (WOF), asking us to diagnose, repair and or access your computer data or equipment, you acknowledge that you have read, understood, and agree to be bound by the terms below and to comply with all applicable laws and regulations. If you do not agree with these terms, please do not use our service.

### **Computer Repair and Maintenance Services**

By ordering service from Computer Place you are entering into a contract with us. The terms below are important and set out our obligations to you and what you are agreeing to.

The customer authorizes Computer Place to conduct an evaluation of the machine sent to determine the nature of the damage and provide an estimate of repair cost and timing. Computer Place may pass your computer to a third party to be repaired without your prior agreement. This does not affect any warranty we offer to you.

The customer authorizes Computer Place, its employees, and agents, to receive and transport this media, equipment and or, data to, from and between their facilities.

The customer is the legal owner or authorized representative of the legal owner of the property and all data and components contained therein sent to Computer Place. Any property left with Computer Place unclaimed for 14 days, will be disposed. At which time, Computer Place shall have no liability to the customer or any third party.

Computer Place will not be held liable for any loss of data. We advise all our customers to back up any important data on a regular basis.

In no event will Computer Place be liable for any damage to the laptop, desktop, Apple Mac, equipment, hard drive, loss of data, loss of revenue or profits, or any special, incidental, contingent, or consequential damages, however caused, before, during or after service even if Computer Place has been advised of the possibility of damages or loss to persons or property. Computer Place liability of any kind with respect to the service, including any negligence on its part, shall be limited to the contract price for the service.

The customer and Computer Place agree that the sole and exclusive remedy for unsatisfactory work or data shall be, at Computer Place option, additional attempts by Computer Place to recover satisfactory data or refund of the amount paid by the customer. The parties acknowledge that the price of Computer Place service would be much greater if Computer Place undertook more extensive liability.

The customer is aware of the inherent risks of injury and property damage involved in laptop, desktop, Apple Mac, hard drive, repair, including without limitation, risks due to destruction or damage to the machine, media, or data and inability to repair the machine or recover data, including those that may result from the negligence of Computer Place, and assumes any and all known risks of injury and property damage that may results.

As a customer, when you take receipt of your completed repair it is your responsibility to check for any physical damage that you think may have been caused while in our care. Any report of damage after handover of goods has taken place will not be valid.

As a customer you have 14 days in which to satisfy yourself that a repair has been completed to a satisfactory level. After this time Computer Place will charge further labour fees. (Of course, this does not affect any warranty given on hardware supplied).



Computer Place does not provide a warranty for any work completed on a computer system using non-genuine operating systems, file sharing, other questionable software, over clocked or tweaked hardware components.

Computer Place will quote for and repair only what is requested by the customer. For example: If the customer asks for a laptop power jack to be repaired this will be completed. Should the repair of the power jack then highlight further damage to the laptop (perhaps a motherboard fault) then Computer Place will be within its rights to charge for work completed to date.

Computer Place will not be held responsible for further damage discovered after repair of the original fault reported by the customer.

Computer Place will not be held liable for any costs incurred by the customer as part of the process i.e.: travelling expenses, time off work, postage etc.

Computer Place will not provide any warranty cover for physically damaged or tampered with items - this includes where a third party repair person, business and company has had involvement.

Computer Place only offers free collection and delivery when stated in writing. Computer Place does not offer free collection and delivery as a standard service which can be requested at any time by customers.

Computer Place does not offer an onsite warranty. It is the responsibility of the customer to get any items under warranty back to us to look at. Computer Place may, at its discretion, collect and redeliver such items at low cost which works out cheaper than most other means.

Any goods supplied by Computer Place are done so for the purpose they were designed, not the purpose they have been used for, for example: using an internal hard drive as an external backup device or over clocking a processor.

#### No Fix, No Fee Policy

Where we can't find fault with your computer or other device, or are unable to fix it, our No Fix, No Fee policy means that there are no call-out fees or charges to pay, except in the following situations:

If we have diagnosed a fault with your equipment and can provide a solution that you choose not to accept, you may be asked to pay a diagnostic fee of £25 for desktop pc; £35 for laptop; £45 for Mac; £55 for Alienware and all gaming machines; we also charge £35 cancellation for on-going jobs; or

Where it has been previously agreed for Computers Place to supply you with new hardware or software that you have agreed to purchase from us, you will be invoiced for those items separately; or

In the case of a particularly complex fault, where it has been previously agreed that a minimum charge will apply for Computers Place to inspect the fault, you will be invoiced for that agreed minimum charge.

This No Fix, No Fee Policy is in addition to our full Terms and Conditions for computer services. By using our services, you agree to the full Terms and Conditions

### Confidentiality

Computer Place agrees not to disclose any and all information or data files supplied with, stored on, or recovered from customer's equipment except to employees or agents of Computer Place subject to confidentiality agreements or as required by law.



#### **Payment**

Payment is due in full upon completion of successful repair (and or, diagnostics), prior to release of the repaired machine (whether shipped, or picked up), unless by special previous arrangement.

The customer is financially responsible for all shipping costs, custom duties and taxes to and from Computer Place and its suppliers.

### Warranty

All items repaired carry our 14 days labour guarantee as standard. This covers parts and labour for two weeks from the date the repair is completed. Computer Place makes no warranty on data, express or implied, and Computer Place disclaims any data warranty of any kind.

# **Complaints**

If you are not happy with the level of service from the Computer Place, please let us know by contacting our Customer Service Team. You can call us on 020\_7100\_3555, or send sms text message to 079\_4499\_6611, or by fax: 020\_7100\_3207 or email us: info@computerplace.co.uk (Lines are open Monday to Friday, 10:00 to 6:00pm) or write us: Computer Place, 106 Golders Green Road, London NW11 8HB.

# **Liability Exclusions**

We do not have specific knowledge of your computer and its configuration. Whilst we will use our best efforts to minimise disruption to your system, we cannot be responsible for any unforeseen consequences of our services.

Our services may affect manufacturer warranty validity. It is your responsibility to assess the effect of our services on any manufacturer's warranty and take appropriate action.

We cannot be responsible or liable to you in relation to any service regarding:

- any loss or corruption of data, information or records;
- any loss of goodwill, or any loss of (or interruption to) business or contracts;
- any failure by you to follow our reasonable advice, recommendations or instructions;
- any losses you may suffer arising from your use of (or failure to use) any anti-virus software; and
- any loss that is not reasonably foreseeable

## **Disclaimer**

Although all attempts are made to provide accurate, current and reliable information, you should recognize the possibility that errors may exist in the information available on our Web site. Computer Place expressly denies any warranty of the accuracy, reliability, or timeliness of any information made available on our Web site, and shall not be held liable for any losses caused by reliance upon the accuracy, reliability, or timeliness of the information. A person who relies upon information made available on our Web site does so at the person's own risk.

Before following any advice or installing any software or hardware recommended or mentioned on our site, you are strongly encouraged to do a full backup of your data and system. Computer Place shall under no circumstances be responsible for data loss or system failure.



Services and products advertised on our site may be modified or discontinued without prior notice. Prices for services or products are subject to change without prior notice.

# Copyright

All trademarks, product names, and company names and logos appearing on this website, publications and adverts are the property of their respective owners. This is a private website not endorsed or affiliated with these companies. Information provided is believed to be accurate but not guaranteed.

Last updated: 03/05/2015 \*Terms v3 \*\*cp3515gg0305 http://www.computerplace.co.uk/terms.html