



## CAVERSHAM COMPUTERS - TERMS OF BUSINESS

These "Terms of Business" will apply to and govern all Contracts under which Caversham Computers, its affiliates, subsidiaries, agents or contractors acting on its behalf, agree to supply goods and services, and shall prevail over any terms and conditions of the Customer/customer, whether referred to in the Customers order, or in correspondence and elsewhere, or implied by trade custom practice or course of dealing. Any purported provisions to the contrary are hereby excluded or extinguished. No variation of these terms and conditions shall be effective unless previously agreed in writing.

### Summary

Caversham Computers will only perform and provide computer services, repairs, and upgrades as requested by the customer. Caversham Computers will conduct honest, reasonable, and considerate services. The goal is to provide the highest quality of service and support, but specific results cannot be guaranteed.

Computer service/repairs are provided as a service. There may be circumstances under which your computer cannot be repaired. It may have to be rebuilt or upgraded.

The length of time required to service/repair your computer cannot always be predicted.

You understand that in the process of working on your computer equipment, there is a potential for data loss. You agree that you have made the necessary backups of your data so that, in the event of such loss, the data can be restored. Caversham Computers will not be responsible for data loss. Your system will not be intentionally harmed. The primary goal is to fix your computer, not damage it.

In the case of accidental damage to your system, or data loss caused by already existing problems such as viruses, badly configured software, or hardware problems/failures: You agree to hold Caversham Computers and any person(s) associated with Caversham Computers or involved in the work being done for you harmless from damages resulting from such problems.

### In Detail

#### Definitions

*Caversham Computers* means James Pratt trading as Caversham Computers.

*Computer System or PC* means the CPU enclosure and software (operating system, applications and other installed software).

*Customer* means the recipient of services from Caversham Computers.

*Hardware* means the Computer System or any individual component that is contained within the Computer System such as hard disk drives, main boards, processors, memory modules or any other component contained within the Computer System.

*Peripheral Device* means any hardware item which attaches to the Computer System such as printers, monitors, cameras, etc.

*Data* means any information which is not part of the operating system, application software or other installed software such as pictures, word processing documents, email, financial data, or any other user created information stored on the Computer System.

#### Construction

In these Terms of Business, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a references to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) any reference to "us", "our" or "we" is a reference to Caversham Computers and any reference to "you" or "your" is a reference to the Customer.

#### Warranty Disclaimer

Caversham Computers hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability, fitness for a particular purpose or any other warranty of any kind on any of the products or services which Caversham Computers provides.

Computer systems, hardware components, peripheral devices, software and any other tangible component sold by Caversham Computers, are warranted only by the manufacturer or publisher of such component and are limited to the terms set forth by said manufacturer or publisher. Caversham Computers is not responsible for obtaining warranty services or performance of warranty terms for any such component.

Services rendered by Caversham Computers may void manufacturer warranties for a computer system, computer network system, or a related device. Caversham Computers does not assume any liability or warranty in the event that the manufacturer warranties are voided. Caversham Computers offers no verbal or written warranty, either expressed or implied, regarding the success of services rendered.

#### Ownership

By agreeing to have Caversham Computers perform services on any computer system, computer network system, or related device, you certify that you are the expressed owner of said computer,

computer network system or related device or are an authorized agent for the owner. In the event that you are found not to be the true expressed owner of said computer system, computer network system, or related device, you assume all liability for any claim made as the result of the services rendered by Caversham Computers on said computer system, computer network system, or related device.

#### **Repair Service & Estimates**

Caversham Computers offers service on most technology products, including personal computers, laptops, tablets, mobile phones, video game systems, and other devices. Once we have received and diagnosed your device, you will be contacted with an estimate of the cost of repairs. The estimate will include all costs for parts and labour. We will not charge for work done or parts supplied in excess of the estimate unless you approve the additional charge.

After diagnosing the problem Caversham Computers will notify you with a verbal or written estimate to repair your Computer System including any costs for any required replacement parts. Your written or oral agreement to repair constitutes a contract in which you agree to pay Caversham Computers for the repair upon completion. Written estimates will be provided upon request.

#### **Repair Terms**

It is your responsibility to check that the details given on the job booking form are accurate and detailed. Any special instructions must be stated in writing on the job booking form, including data backup and specific requirements for upgrade. You must ensure that you detail any leads, disks, manuals or other accessories left with Caversham Computers.

Caversham Computers accept no responsibility for loss of Data during repair or upgrade. Data will not be transferred from disk to disk unless it has been agreed. Caversham Computers can only re-install any software which has been supplied on a disk by the Customer with a valid license code. Pre-loaded operating systems and software may be lost during a repair, so ensure that you have provided the necessary disks to reload the system. It is the Customer's responsibility to ensure that the equipment ordered is compatible with any third party software or equipment not already in Caversham Computers possession. If you are unsure, please arrange for us to view the equipment / software before the upgrade/repair.

Caversham Computers accept no responsibility for third party faults. Errors with Internet Providers, telephone companies, power companies, viruses or spyware or any other related supplier which may affect the running of the PC. Caversham Computers recommends checking these first in appropriate circumstances. Our fees apply irrespective of whether any equipment is still covered under a third party warranty.

#### **Repair Investigation & Diagnostics**

Diagnostics are carried out in order to provide a cost estimate to the Customer. If the Customer decline repairs for any reason, the equipment will be returned in the state it was received. If we have provided a collection and return service, we may charge you a fixed fee of £20 to cover transit costs, or if an on-site repair, the minimum call out charge will apply.

#### **On Site Repairs and Call Out Services**

Minimum Charge £60 unless specifically agreed otherwise.

Charges are billed by the hour, at a minimum charge of 1 hour. Actual hourly rate is dependent on the engineer carrying out work, the difficulty of the work, and the time or day of week. Caversham Computers reserves the rights to negotiate alternative rates for work carried with the Customer, dependant on complexity and duration.

#### **Customer Receipt of Computer System or Hardware**

The Customer shall ensure that all of the disks, manuals, leads and accessories booked in are present upon collection, receipt or delivery of equipment. When new equipment or software is supplied, check that you have all the items you were quoted for. All Losses MUST be reported within 7 days and confirmed in writing.

#### **Warranty and Extended Service Contract Coverage Exceptions**

Although a product may be covered under a manufacturer warranty or an extended service contract, we are not a warranty service centre. You will be charged for all repairs performed by us.

#### **Service Warranty**

Warranty for supplied or fitted parts i.e. Laptop screens, hard drives, memory etc. is held with our suppliers or directly with the manufacturer. Warranty will be void if parts are tampered with in any way outside the manufacturer's guidelines or damaged by the customer. This does not affect your statutory rights.

We do not offer on-going warranty support with operating systems installations, reinstallations (i.e. Microsoft windows or Mac OS) after a computer or laptop repair, supply or installation. However we do offer support to customers on a pay per incident basis which can be by way of remote support or a call out to your home or business, this will be charged at our hourly rate.

All repairs and/or upgrades will be completed to the direction of the fault(s) described by the customer, which will be recorded on receipt of the machine to be fixed. It is the customer's responsibility to describe all faults they wish repaired when arranging the repair. No other faults will be repaired unless they are obvious to our engineers and this remains at our discretion. If you wish for further faults to be looked for other than what is described on the receipt paperwork, then an estimate for the further repair costs will be issued.

Any warranty provided is strictly only applicable directly to works carried out and/or as specified by the original customer fault. Any further faults are excluded from any warranty, and will be charged at the standard rate.

IMPORTANT: Caversham Computers disclaims responsibility for all loss, corruption, or damage to software applications, Data, or any information stored in any product given to Caversham Computers for service. Whilst we have no history of Data loss, it is still your obligation to make sure your Data is properly backed up before sending in your device for repair.

#### **Lost or Damaged Items**

Caversham Computers is not responsible for any liability for damage or loss to your product while in transit by a third party carrier. All claims for loss or damage of products shall be made to the carrier used to transport the goods.

#### **Software Licensing**

It is the Customer's responsibility to comply with the terms of use, distribution, duplication and other requirements whether public or private in origin applicable applied to any software supplied through Caversham Computers.

#### **Public Domain Software**

In the case of software that is available as "freeware", "shareware" or otherwise supplied from the public domain, such software is supplied to the Customer on an "as is" basis. Caversham Computers makes no warranty as to fitness for purpose, performance or as to freedom from embedded malicious software.

#### **Maintenance of Protection**

It is the Customer's responsibility to ensure that the effectiveness of any software supplied by Caversham Computers is maintained, by acquisition from the original developer of such database files, programme patches or other revisions, as may become available from time to time.

#### **Privacy**

It is the Customer's responsibility to ensure that all applicable civil liberty legislation and personal privacy safeguards are complied with when using software supplied by Caversham Computers, both those enshrined in UK and EU law, and those included in any telecoms service contracts entered into by the Customer.

#### **Payment**

Unless prior arrangements are made, payment is due when services are rendered. Payment may be by cash, credit/debit card or PayPal or certified instrument. Any other arrangements must be made in advance of services being provided.

Prices charged may be varied without prior notice. Where a Customer is invoiced, payment shall be made no later than fourteen (14) days from the date of invoice or by express written agreement between Caversham Computers and the Customer. In the event of late payment interest will accrue at the base rate of Natwest Bank plc plus two per cent.

#### **Title to Goods**

Title to supplied goods shall only pass to the Customer upon payment in full of all sums owing or due to Caversham Computers, whether under contract or otherwise. Until such payment the Customer shall store the goods in such a way as to show that they are the property of Caversham Computers.

## **Delivery**

The dates for delivery of goods, materials or execution of activities mentioned in any quotation or acknowledgement of orders are approximate only. Delivery may be made in whole or in part at the option of Caversham Computers, and where delivered by instalments shall be invoiced separately and seen as separate contracts. If, in the case of the contract or any order involving more than one delivery, payment is not made by the due date, Caversham Computers shall have the right to suspend any further deliveries or activities pending payment, or to terminate the contract in its entirety.

## **Special Orders**

Computer Systems and Peripheral Devices: All Computer Systems and Peripheral Devices require a deposit equal to the cost of the system or device. Taxes, shipping and service charges are due upon delivery.

Workshop Repairs: If a part is required to facilitate a repair that is not a standard part in Caversham Computers inventory, and the part has a cost over £100, the Customer may be required to pay a deposit of 100% of the cost of the part before part is ordered.

On-Site Repairs: If a part is required to facilitate a repair that is not a standard part in Caversham Computers inventory, and the part has a cost over £50, the Customer may be required to pay a deposit of 100% of the cost of the part before the part is ordered.

If for any reason the Customer decides PRIOR TO REPAIR, not to purchase goods that have been ordered, the Customer will be solely responsible for shipping costs to and from manufacturer, plus a cancellation charge of 25% of the total order value.

## **Changes, Cancellations and Refunds**

To change your order or support arrangement you must contact Caversham Computers by telephone by calling 0118 321 3562. If you are making a cancellation, please give Caversham Computers at least 4 hours' notice prior to the scheduled performance of services. Cancellations must be completed by calling 0118 321 3562.

If you are not satisfied with your service: Please call 0118 321 3562 or use the contact methods on our web site [www.cavershamcomputers.com](http://www.cavershamcomputers.com) for resolution. If there is a problem with the service we provided and you notify us within the stated time warranty period, we will work to remedy your problem.

## **Return Policy**

Your original receipt or invoice is required.

If you are not satisfied with a product you purchased from us and you return the unused product with the original receipt or invoice within 10 days from the original invoice date, you may exchange the product or receive a refund, except as explained below.

Special order Computer Systems are non-refundable and non-returnable. Monitors, printers, and un-opened computer parts may be returned within 10 days from the original invoice date and are subject to a 25% restocking fee (unless defective).

Any product that is returned without all item(s) included with the original product is non-refundable and non-returnable.

Opened software, games, videos, or computer parts are non-refundable and non-returnable.

Used items are non-refundable and non-returnable.

Refunds will be made in the form of original payment. Purchases made by cash over £100 may be refunded by cheque.

Exceptions to this rule may be made, depending on the condition of the item to be returned and reason for returning. A partial refund may be offered for used / opened items at the discretion of a Caversham Computers engineer.

## **Abandoned Items**

Unless prior arrangements are made, any item left for repair that is not picked up and paid for within 60 days of completion of said repair will be considered as abandoned. Caversham Computers will notify you by recorded mail that Caversham Computers considers your item abandoned by you and if the item is not picked up and paid for within 15 days of our notification of your receipt of said notice, the item will be dismantled and recycled for spare parts. The receipt by Caversham Computers for the recorded mail sent to you together with your failure to contact us within the 15 day time frame is your acknowledgement the item is indeed abandoned and you thereby transfer title to Caversham Computers. Abandoning and subsequent recycling of your item does not relieve you from the amounts due. Caversham Computers reserves the right to pursue collections and by failing to respond you agree to be liable for any and all costs incurred in such collections. Prior to any further transactions with Caversham Computers, you will be required to remit in full on any previous amounts due plus provide pre-payment for any further services.

## **Recycling**

We offer to our Customers free recycling of unwanted or defective Computer Systems, Peripheral Devices or Hardware components by prior agreement. Hardware items replaced by Caversham Computers during the course of a repair will also be recycled at no additional charge.

## **Terms of Support Services**

### **Telephone Support**

(a) Services: Caversham Computers will attempt problem diagnosis and a solution over the telephone for an applicable fee. In certain cases, however, problem diagnosis and support may not be completed because of a problem with your Computer System or its configuration that is beyond our control.

(b) User Responsibility: You understand and agree that prior to contacting or allowing Caversham Computers to perform diagnostic repair on your Computer System, it is your responsibility to back-up the Data, software, information or other files stored on your computer disks and/or drives. You acknowledge and agree that Caversham Computers shall not be responsible under any circumstance for any loss or corruption of Data and/or software.

### **On Site Service**

(a) Scheduling: Standard service hours are Monday-Friday, 9 AM – 5 PM. Additional charges may apply for rapid response services or service outside of standard hours.

(b) Service Jurisdiction: Caversham Computers sets the Service Jurisdiction for on-site service. If a location lies beyond Caversham Computers standard Service Jurisdiction, additional trip charges may apply. To determine if your location is within the Caversham Computers standard Service Jurisdiction, please telephone for information pertaining to applicable trip charges.

(c) An Adult Must Be Present At Residences or Business: For on-site services, a person of at least 18 years of age must be present during the entire time period services are provided. If the Caversham Computers engineer arrives at the scheduled service time and no adult is present, services will be denied and a £60 cancellation charge will be payable.

(d) Backup your software and data: it is your responsibility to back up all software and Data that is stored on your PC's hard disk drive(s) and/or on any other storage devices you may have prior to the arrival of the Caversham Computers agent to your home or business. Caversham Computers and/or its third party service provider shall not be responsible at any time for any loss, alteration or corruption of any software, Data or files.

(e) Access: The Caversham Computers engineer must receive full access to the Computer System(s) and/or Peripheral Device(s) to be serviced, access to your residence, your consent and cooperation to enter your residence or business, and a safe working environment, working space and electrical power.

If the Caversham Computers engineer arrives at the scheduled service time and determines that he/she does not reasonably have the access, cooperation, or safe working area described in the previous sentence, then services may be denied and a £60 cancellation charge will be payable.

(f) Some repairs may require parts, which have to be supplied by the customer, which means that fault diagnosis and implementation of repairs, may take place on separate days. Any call out charge for the second visit may not apply at the discretion of Caversham Computers.

(g) Time restrictions to call outs may apply.

### **Terms applicable to all Support, Repair and On Site services:**

Limitations to service: Caversham Computers and/or its third party service provider reserves the right to refrain from providing any or all services ordered and instead refund the Customer's payment, wholly or in part, on the basis that the minimum system requirements are not met or the technical needs (including wiring or overcoming physical or technical barriers) or other requirements of the customer are unusual or extensive and beyond the scope of this service agreement as reasonably determined by Caversham Computers and/or its third party service provider.

#### **Force Majeure**

Caversham Computers shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a result of the delivery of goods, materials or the execution of a contract being delayed prevented hindered or made uneconomic by reason or circumstances or events beyond Caversham Computers control including, but not limited to:

- (a) Act of God, or riot, strike, lock-out, trade dispute, labour disturbance, restriction or ban on overtime, accident, fire, flood or storm difficulty or increased expense or;
- (b) Failure by the Customer to give adequate instructions or supply the necessary information in due time or
- (c) Failure by any third-party to carry out their part of the work or otherwise perform their obligations when required.

#### **Liability**

Caversham Computers and/or its third party service provider shall under no circumstances be liable for any loss, damage, expense or injury of any kind, including without limitation direct, indirect, incidental, special or consequential damages, expenses costs, profits, lost savings or earnings, lost or corrupted data, or other liability, arising, or related to, the services provided by Caversham Computers and/or its third party service provider including but not limited to the installation, de-installation, use of, or inability to use your computer equipment, hardware, peripherals, or the network resulting from the services provided hereunder, or in connection with the execution of a contract or the use or failure of the goods or services supplied or any defect with them, or from any other cause whether or not due to the acts or omissions of Caversham Computers, its staff, contractors, or its agents, in excess of the contract invoice value.

Release of liability: by ordering service, you affirmatively release and hold harmless Caversham Computers and/or its third party service provider from and against any loss, liability, or damage that you or the owner or lessee may suffer, including but not limited to any loss of any Data and the non-functioning of any component or element of your Computer System or Peripheral Devices resulting from Caversham Computers and/or its third party service provider's agents, partners and/or third party service providers, regardless of the warranties, disclaimers and waivers particular service and shall constitute liquidated damages and are a reasonable estimate of damages to you.

#### **No Consequential Damage**

In no event shall Caversham Computers, its subsidiaries or affiliates, or its respective officers, directors, employees, representatives, agents, contractors or suppliers (collectively, 'Caversham Computers') be held liable for special, incidental, consequential, punitive, direct, indirect, physical, compensatory, punitive or any other damages, including but not limited to, physical injury, loss of data, loss of use, or loss of profits, however caused, whether for breach of contract, negligence, or otherwise, regardless if Caversham Computers has been advised of the possibility of any such damages.

#### **Risk**

Risk in the goods or material passes upon delivery to the Customer's premises. Where material is transmitted electronically, risk will be deemed to have passed to the Customer, upon the moment of transmission - not of receipt.

#### **Indemnity**

The Customer will indemnify Caversham Computers, its staff, contractors and agents for any loss or damage suffered or incurred as a result of failure to obtain any necessary license or consent to enter any premises, or premises being unsafe or unsuitable, or any failure of the Customer to comply with any conditions imposed by any other party.

#### **Claims**

All claims in respect of material, goods or non-execution of the Contract must be made in writing and received by Caversham Computers no later than fourteen (14) days of the date of delivery to the Customer, the Customer's premises or the Customer's vehicle, or in the case of electronic transmission, from the date of transmission.

#### **Notices**

Any notice hereunder shall be deemed to have been duly given if sent pre-paid first class post, fax or e-mail to the party concerned at the address specified.

#### **Revisions to Terms of Business**

Revisions to these terms and conditions: Caversham Computers may revise these terms and conditions at any time by publishing said revisions on Caversham Computers web site. All revisions to these terms and conditions are effective for transactions dated after the revisions.

#### **Copyright**

Copyright of all material originated by Caversham Computers, either in the form of pre-contract documentation or as text, images, research papers or electronically stored code for the manipulation, transmission and presentation of information, remains vested in Caversham Computers. By separate negotiation and upon payment in full, copyright may be assigned or licensed to the Customer.

#### **Waiver**

Any waiver by Caversham Computers of any breach of any term of these Terms and Conditions shall be valid only if given in writing.

#### **Severance**

Caversham Computers and the Customer believe that these Terms and Conditions are reasonable. If any provision shall be held to be contrary to applicable law, such provision shall be severed from the remainder, and the remainder shall continue in full force and effect.

#### **Third parties**

A person who is not a party to the Contract shall not have any rights under or in connection with it.

#### **Law**

All contracts to which these Terms and Conditions apply shall be governed and construed in accordance with the laws of England and Wales, and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales