



Terms & Conditions 2011 –Last updated 14-12-2011 supersedes all previous terms.

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## Definitions

“You” “Your” & “User” refers to the web consumer and/or PC repair customer

“Us” “We” “Our” “I” “My” & “PC Fix” refers to business owner Peter Long, and any additional employee's or third parties involved

“Site” refers to the website [www.pc-fix.co](http://www.pc-fix.co)

“Services” refers to the tasks carried out by an engineer either remotely, by a home or business visit.

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Please read carefully the following terms & conditions relating to the use of the website [www.pc-fix.co](http://www.pc-fix.co), [www.pc-fix-brighton.co.uk](http://www.pc-fix-brighton.co.uk) and services which those are offered. These terms are subject to English law and all parties agree to submit to the exclusive jurisdiction of the English judicial services. Your Statutory Rights are not affected and we deliver an absolute No Prejudice practice when dealing with customer queries.

By using the site [www.pc-fix.co](http://www.pc-fix.co) and/or services you are deemed to have agreed to these terms and conditions of use. PC Fix reserves the right to update these terms of services at any time and would recommend viewing on each occasion during website browsing and before job contracting. By using this site and/or service after PC Fix has posted any changes to these terms & conditions, it is agreed by the user to have accepted those changes even in the event of the user not having viewed these changes. If at any time the user chooses not to accept these terms & conditions please do not use this site or service.

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## Terms of Services

### 1. Our responsibilities

- 1.1 PC Fix shall endeavour to provide a prompt professional PC repairing service as economically and efficiently as possible to accomplish a satisfactory result.
- 1.2 Privacy, discretion, and confidentiality are key factors with our services, we will always request permission should it be necessary to manage personal data files.

### 2. Your responsibilities

- 2.1 Software and Data must be backed-up by the user prior to contacting us to perform diagnostic repairs or to provide other technical support on or in connection with your computer(s), either on-site or remotely. It is the entirely the responsibility of the customer to protect their personal computer and to back-up all data, software, information and other files that are stored on any and all computer disks and drives you may have.
- 2.2 On the occasions where it is not possible to make immediate backups due to corrupt operating systems, or faulty components although PC Fix shall try many different sequences at our best ability to retrieve and save data PC Fix shall not be responsible for any lost data during these recovering procedures.
- 2.3 Internet settings provided by your Internet Service Provider containing username and passwords should be readily available if requested, also any relevant documentation and cd's regarding any installed software should also be at hand.
- 2.4 An adult is required to be present at all times in the presence of minors during an engineer's visit.

### 3. First hour call out rate

- 3.1 Includes postcodes: BN1, BN2, BN3,  
All other postcodes may be subject to an additional small fee.

### 4. No fix no fee

- 4.1 The term “No fix no fee” applies when the engineer's technical ability is unable to resolve the reported problem.
- 4.2 **Exclusions.** If we can't fix the problem due to listed terms 4.3 to 4.7 then the agreed quotation or relevant time costing shall apply
- 4.3 faulty parts, out of terms of service, external dependencies such as loss of Internet service by the ISP or the lack of
- 4.4 hardware or software beyond repair
- 4.5 a request not to repair after diagnosis
- 4.6 when an engineer has not been able to complete all available repair procedures to the technician's knowledge should the customer wish to terminate the repair before final diagnosis or repair completion.
- 4.7 if unable to complete a repair due to the failure to provide a legitimate licence for the operating system.

### 5. Rates

- 5.1 Unless otherwise specified in quotations a minimum rate charge for a domestic or business visit is one hour, additional time is then charged in 30 min segments. If a job takes 1 hour 10 minutes to complete and if the customer would like the engineer can offer to remain for the further 20 minutes for additional training or any computer related work if necessary.
- 5.2 There is a minimum charge of £35.00 for any type of service.
- 5.3 **Parking fees:** It may be required to add an additional fee to the final invoice to cover the cost of parking permit tickets.

5.4 **Capped Pricing:** The capped pricing structure of the maximum fee is valid only for a single software computer problem. In the situation of multiple software problems or multiple software tasks within the initial repair time the consecutively hourly rates shall apply.

**Exclusions:**

5.5 Laptop and desktop computers with hardware failures.

5.6 Data recovery procedures.

**Fixed Fee:**

5.7 The fixed fee pricing applies to repairs which are either collected or dropped off.

5.8 Fixed fee pricing is for labour repairs only and excludes cost of parts and data recovery

**Free estimates:**

5.9 PC fix offers free estimates for PC's & laptops which are brought & collected at our premises, appointments are required for this option.

## 6. Payments/Defaults

6.1 Payments can be made either by online bank transfer with a supplied printed confirmation, cash or online using a credit/debit card through a payment gateway such as PayPal, cards & payment gateways incurs an additional 4.5% fee, cheques are unfortunately no longer accepted.

6.2 For pre-repairs that have been quoted for and not yet responded to, and for completed repairs waiting on payment these computers will be held for a period of 60 days from the date of the job sheet, after 60 days these computers will be owned by PC Fix and will either be recycled, disposed of or sold to re-cooperate the repair costs.

## 7. Use of Your Information

7.1 We respect your personal information and undertake to comply with applicable Data Protection Legislation. These statements describe the privacy practices relating to PC Fix including our services provided either at your home or office, or remotely. When you provide PC Fix with your personal information, you consent to these practices described in this policy. We may hold information that you provide to us (such as by telephone on an application or Order form or registration form) or that we may obtain from another source (such as our suppliers, marketing organisations or credit reference agencies).

## 8. What Information we may collect.

8.1 While taking advantage of services from PC Fix, you may be asked to provide personal information in order to facilitate your transaction. We may also hold information that you provide when you contact PC Fix to schedule an appointment for services at your home or office, for assistance. This information ("**Your Information**") may include your name, address, telephone numbers, email address, bank and Credit or Debit Card information.

8.2 In the event that we undergo a re-organisation or are sold to a third party, you agree that Your Information may be transferred to that re-organised entity or third party for the purposes and subject to the terms of these Terms of Services.

## 9. How Your Information may be used.

9.1 Your information is held and used by us in the course of providing you with agreed upon services. It may also be held and used by us for a number of other purposes and we may use third parties to support us with these purposes. The third parties with whom PC Fix conducts business are only authorized to use your personal information to perform the service for which they were hired. As part of their contractual obligations, these providers are required to follow the privacy guidelines provided to them and to take reasonable and appropriate measures to ensure your personal information is secure. We may use third parties without limitation as described below:

9.2 processing your order; administering your account and billing, including allocating or offering you rewards, discounts or other benefits; settling accounts with those who provide related services to us; disclosing your data to banks, and debit/credit card companies to validate your credit or debit card details; dealing with requests, enquiries or complaints and other customer care related activities; debt recovery (also using recovery agents and agents facilitating contact with you) and legal actions and all other general administrative and business purposes;

9.3 carrying out market and product analysis of your Information to develop and improve and to tell you about PC Fix's products and services, new developments, special offers, discounts and awards which we believe may be of personal interest to you. We may use this information to send you marketing communications and may tell you by automated means or otherwise, including by email, fax, SMS, MMS, telephone, post and via world wide web, WAP and similar sites subject to any preferences indicated by you at the time you apply to receive either of our Services or subsequently;

9.4 contacting you about the products and services of carefully selected third parties and allowing you to receive advertising and marketing information from those selected third parties but without passing control of your information to the third party concerned subject to any preferences indicated by you at the time you apply to receive either of our services or subsequently;

9.5 **The Information Commissioner** - a comprehensive description of how we use personal information is publicly available from the Information Commissioner - please visit: [www.dataprotection.gov.uk](http://www.dataprotection.gov.uk).

9.6 **Access** - If you would like us to tell you what information we hold about you, please write to us c/o The Legal Department, PC Fix, The Brighton Forum, 95 Ditchling Rd, Brighton, BN1 4ST. There is a £10.00 administration fee for this service; please quote your full name and address with all requests.

- 9.7 **Opting Out** - If you do not wish your details to be used for the purposes described in clauses 9.3 and 9.4 please write to us at the above address stating your full name and address.
- 9.8 **Security of Your Information & Data** – PC Fix has security measures in place and takes reasonable precautions to protect against the loss, misuse and unauthorized access of your personal information under PC Fix control.
- 9.9 **Data Imaging** – Prior to major repairs a software image of the customers drive maybe created for protection to both the customer and PC Fix, the images are deleted after 7 days or at the end of any warranty period given.

**10. Disclaimer:**

PC Fix shall not be responsible for.....

- 10.1 The expiration of the original manufacturer's warranty on equipment that has been brought, collected, or sent to us for inspection and repair.
- 10.2 Any corruption or data loss during the repair procedure
- 10.3 Equipment of an unstable nature which may deteriorate during inspection or repair.
- 10.4 Any loss that is not reasonably foreseeable
- 10.5 Any loss calculated by reference to profits, income, or business (or loss of such profits, income, or business);
- 10.6 Any loss of goodwill
- 10.7 Any losses the user may suffer arising from your use of (or failure to use) any anti-virus software.

**These terms do not affect your statutory rights.**