

DAT Computers

TERMS & CONDITIONS FOR OUR COMPUTER SERVICES

1. These Terms & Conditions

1.1 These are the terms and conditions for the services provided by DAT Computers the "Organisation /We /Us" to you, the "Client". By ordering any service from the Organisation you agree to be bound by these terms and conditions.

2. Order Process

2.1 The services provided by the Organisation can be ordered in the following ways:

2.1.1 Via the enquiry form on the Organisation website located at www.datcomputers.co.uk

2.1.2 Telephoning the number listed at the bottom of these terms and conditions.

2.1.3 Emailing our sales department using the email address at the bottom of these terms and conditions.

2.2 The person or persons ordering any service must have the requisite authority to order such a service on behalf of the Client. This authority will be assumed at the time of the order.

2.3 Upon acceptance and confirmation of an order you will receive a booking reference email and where possible a booked service time slot (where the service is to be provided on-site).

3. Payment & Title

3.1 Payment may be made by a valid and current credit or debit card, BACs or by cheque.

3.2 Payment by credit or debit card can be made via our PayPal account and the payment link will be emailed upon request. (This incurs a 5% surcharge)

3.3 For security reasons we do not accept credit or debit card details via email and so you should not send your card details via email.

3.4 For payments by cheque or BACs. Full details are on the invoice and cheques should be made payable to "D Hufford".

3.5 Clients are invoiced with the payment terms of 14 days net which will be emailed or posted to the client. Monies that remain outstanding by the due date will incur late payment interest at the rate of 10% on the outstanding balance until such time as the balance is paid in full and final settlement. Clients with unpaid invoices over our term dates will not receive any more of our services until full payment is made and funds are cleared.

3.6 Where goods are purchased from the Organisation, title to such goods only pass to the Client once a complete and valid payment is made by the Client and received by the Organisation for those goods.

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4. Services Provided

4.1 The Organisation provides the following services:

4.1.1 Desktop, laptop and fileserver computer hardware repairs, parts replacement and upgrades for Windows operating system. Also Website Design via www.datcomputers.uk

4.1.2 The installation and configuration of new desktop or laptop computers running Windows operating system.

4.1.3 The installation, configuration or upgrading of operating system, software and third party software for desktop and laptop computers running Windows operating system.

4.1.4 The creation, installation, configuration or upgrading of wired or wireless hardware, software and cabling for computer networks. Whether provided directly by us or by a third party supplier.

4.1.5 The installation, configuration or upgrading of hardware and software security products, including anti-virus software, hardware & software firewalls, virtual private networks (VPNs) and other anti-intrusion and physical security equipment. Whether provided directly by us or by a third party supplier.

4.1.6 The installation, configuration or upgrading of fileservers running Windows operating system. Whether the fileservers are provided directly by us or by a third party supplier.

4.1.7 The installation, configuration or upgrading of fileserver operating systems, software and third party software for fileservers running Windows, operating system. Whether the software is provided directly by us or by a third-party supplier.

4.1.8 The installation, configuration or upgrading of hardware and software for virtualisation. Whether provided directly by us or by a third party supplier.

4.1.9 Additional services not listed above can be quoted for on request.

5. On-Site and Off-Site

5.1 The services detailed above can be provided on-site or off-site, depending upon the nature of the service required availability of parts and products and the ease of configuring any product or service either on-site or off-site.

5.2 At the time of booking you will be informed as to which elements of any service will be provided on-site or off-site.

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6. Remote Access

6.1 Where possible we may use remote access tools to access Client equipment.

6.2 We shall make an assessment as to whether remote access is suitable and possible in each case.

7. On-Site Requirements

7.1 The following are required for all on-site visits and repairs:

7.1.1 Easy access to the equipment to be serviced and the surrounding area.

7.1.2 Light and mains power, and where necessary a fully functioning telephone line, with or without internet access, (as applicable).

7.1.3 A person on-site with knowledge of the issue or issues affecting the equipment.

7.1.4 A person on-site with administrator level access privileges to the relevant equipment (where required).

7.1.5 Valid, original and licensed versions of any software required, (unless being supplied by us.) Please note that we will not use, install or configure any unlicensed, copied or counterfeit software.

7.1.6 Valid Licence Keys, passwords and documentation for installing existing software must be provided when required to re-install existing client software or solutions (i.e. anti-virus/office/cloud storage solutions)

8. Data Backup & Loss

8.1 It is the sole responsibility of the Client to ensure that all data on any equipment is backed up and appropriately stored before any work commences.

8.2 We will not be liable for any data loss occurring on any equipment or data loss caused by the Client's failure to put in place or correctly operate appropriate data backup and storage procedures.

9. Cancelling or Changing an Appointment

9.1 A minimum of 24 hours' notice will be required in order to cancel or change an appointment.

9.2 Where less than 24 hours' notice of cancellation is provided by the Client we reserve the right to withhold up to 10% of any fees already paid by the Client in the form of a cancellation fee.

10. Missed Appointments

10.1 Any missed appointments will need to be re-booked by the Client.

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10.2 On re-booking we will attempt to provide a convenient replacement slot, however we cannot guarantee that we will be able to provide a suitable slot.

11. Warranty Period

11.1 All hardware and equipment supplied and fitted by us is guaranteed for a minimum of 12 months (less or more depending upon the manufacturer's / suppliers own warranty).

11.2 All other work carried out by us is guaranteed for a period of 3 months.

11.3 Any warranty will be declared void where any failures or errors are caused by the subsequent incorrect use or maintenance of any item installed or configured by us.

12. Software

12.1 All software supplied and installed by us will be original and will be appropriately licensed. This will include an appropriate numbers of copies or seats when used by more than one user.

12.2 We will not install, attempt to configure or update any software, which appears to us to be unlicensed, improperly licensed, copied, or counterfeit.

13. Limitation of Liability

13.1 We shall be not be liable to you as the Client in contract, tort, or otherwise (including negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for any business losses or anticipated savings or for any indirect or consequential or loss whatsoever.

13.2 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from our negligence or the negligence of servants, or agents used by us.

14. General

14.1 Failure by the Organisation to enforce any accrued rights under this Agreement is not to be taken as or deemed to be a waiver of those rights unless acknowledged by the Organisation in writing.

14.2 It is hereby declared that the foregoing paragraphs, sub-paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

14.3 The Organisation reserves the right to change these terms and conditions at any time on giving notice to Clients affected.

14.4 This Agreement sets out the entire agreement and understanding between the Organisation and the Client and is in substitution of any previous written or oral agreements between the Organisation and the Client.

15. Jurisdiction

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15.1 This Agreement shall be interpreted construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

16. Organisation Contact Details

Our contact details are as follows:

Email: sales@datcomputers.co.uk

Telephone: 0794 1241540

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