

PC MAN LTD TERMS AND CONDITIONS OF SERVICE

PC MAN LTD (“**PC MAN**”), owners of the **PC MAN** brand name, trademarks and intellectual property provides on-site computer maintenance, support and consulting services (“the services”) to London and the surrounding area. The services are provided to the Customer subject to the following Terms and Conditions of Service. The Customer agrees that by confirming a booking the Customer agrees to the Terms and Conditions of Service set out herein.

Law

This Agreement shall be governed by English Law and subject to the jurisdiction of the English Courts.

Appointments and Rates

1. PC MAN will attend the Customer’s premises at the pre-arranged time. The Customer will pay for the services provided, at the following rates:

Home Users:

Call-out (including the first hour’s attendance) Weekdays 9am – 6pm, £75.00*

Call-out (including the first hour’s attendance) Weekdays 6pm – 9pm, £90.00*

Call-out (including the first hour’s attendance) Saturdays 9am – 6pm, £90.00*

For each subsequent half hour or part thereof, weekdays 9am – 6pm, £31.50*

For each subsequent half hour or part thereof, weekdays 6pm – 9pm and Saturdays, £39*

*All prices are inclusive of VAT @20%.

Business Users:

Call-out (including the first hour’s attendance) Weekdays 9am – 6pm, £75.00 ex. VAT

Call-out (including the first hour’s attendance) Weekdays 6pm – 9pm, £85.00 ex. VAT

Call-out (including the first hour’s attendance) Saturdays 9am – 6pm, £85.00 ex. VAT

For each subsequent half hour or part thereof, weekdays 9am – 6pm, £32.50 ex. VAT

For each subsequent half hour or part thereof, weekdays 6pm – 9pm and Saturdays, £37.50 ex. VAT

2. The Customer shall remain at the Customer’s home or premises while PC MAN employees are in attendance. If you are paying with a company charge or company credit card you will be charged business rates.
3. Any parking or congestion charges incurred will be charged to the customer

Cancellation

1. Cancellation of any appointment must be advised to PC MAN no later than twenty four hours prior to an appointment. PC MAN reserves the right to invoice any Customer where cancellation occurs less than twenty four hours prior to any appointment.

Services

1. If the engineer can offer a solution but the customer chooses not to proceed then the customer will be charged for the time spent on site to that point.
2. If the engineer is only prevented from resolving a problem because the customer does not possess the appropriate software disks or product serial numbers the customer will be charged for the time spent on site to that point.
3. If the engineer diagnoses a fault with a customer's Internet Service Provider, even when the ISP attempt to deny any fault the customer will be charged our standard rates for the time spent on-site.

Payment

1. The Customer will pay PC MAN the amount stated on the invoice/work report at the time PC MAN attends the Customer's premises. PC MAN will attend the Customer's premises for the period agreed by the Customer prior to or at the commencement of the appointment. PC MAN will endeavour to diagnose and/or remedy the problem(s) described by the Customer at the commencement of the appointment. If the problem(s) has not been remedied at the end of the first hour of PC MAN attendance, PC MAN will discuss with the Customer the options available. The Customer may ask PC MAN to continue working on the problem(s) or make a further appointment. The Customer may terminate the appointment at any time. On termination the Customer will pay PC MAN the amount incurred in respect of any additional time, if any, beyond the first hour's attendance. Payment is to be made via guaranteed cheque, cash or card. Cards accepted are Visa, MasterCard, Delta, Solo or Switch. In the event of non-payment or default PC MAN will charge interest at the rate of 3% over bank base rate per annum from the date of the invoice up to and including the date payment is made in full.
2. Where payment terms have been agreed between PC MAN and the Customer, all invoices are due for payment on the 30th day of the month following the invoice date. Any invoice outstanding beyond this period will be referred to Daniels Silverman Limited and will be subject to a surcharge of 15% plus VAT to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.

Liabilities

1. PC MAN accepts no liability in respect of any problem(s) it may not remedy due to any matter beyond its control including but not limited to the age, specification or condition of the Customer's hardware or software, Customer's failure to provide appropriate software discs, drivers or product serial numbers or any fault with the Customer's Internet Service Provider.
2. The Customer hereby confirms that a full back-up of the Customer's hard-drive has been made prior to PC MAN commencing the services and that there is no legal restriction or impediment to PC MAN providing services to the Customer.
3. Under no circumstances shall PC MAN be liable either in contract, tort or otherwise, to Business Customers, their employees, agents, or any third party, for any damages, including without limitation, any direct, indirect, special or consequential damages, expenses, costs, profits, lost savings or earnings, interruption to business activity, lost or corrupted data, or other liability arising out of, or related to the services provided by PC MAN or out of the installation, de-

installation, use of, or inability to use the Customer's computer equipment, hardware, software or peripherals. Business Customers will, upon demand, indemnify PC MAN in respect of any loss, damage arising from the provision of the services. For the avoidance of doubt PC MAN has no liability for Customer data lost or damage incurred in any circumstances whatsoever other than through PC MAN's own negligence.

Confidentiality

1. PC MAN will maintain the confidentiality of the Customer's files and/or data and undertakes not to provide any Customer information to any third party save in the event it is lawfully required to do so. PC MAN reserves the right to refuse the provision of services for any reason including but not limited to circumstances such as the presence of unlicensed or illegal software or material or material of an obscene or pornographic nature on a Customer's computer. If for such reason PC MAN terminates the services the Customer shall be liable for and pay to PC MAN, at that time, the charges incurred in respect of time spent, in accordance with clause 3 above.

Goods provided by PC MAN

1. PC MAN may make recommendations to the Customer or the Customer may request that a product be provided by PC MAN in order that PC MAN can perform the services. All expressed or implied warranties, description, representations and conditions as to fitness or suitability for any purpose in respect of the services, including in respect of any product, including but not limited to any item of software, hardware or peripheral that aren't made by PC MAN are expressly excluded. For the avoidance of doubt, PC MAN has no liability as to the suitability for the performance of the services, of any product manufactured, sold or supplied by any third party, whether or not that product has been recommended to the Customer by PC MAN. Any hardware, software or equipment provided to the Customer shall remain the property of PC MAN until full payment is received.

Warranty

Software and Hardware sold by PC MAN are subject to the terms of the relevant manufacturer's warranty. All other warranties expressed or implied are hereby excluded. This does not affect the Customer's statutory rights.

Return Visit & Complaints Policy

1. In the event of any dissatisfaction with the service provided by PC MAN, the Customer should immediately contact PC MAN on 0845 582 0122. PC MAN will make an appointment for a return visit by a PC MAN engineer. The engineer will endeavour to rectify the problem. If the cause of the dissatisfaction was due to a matter beyond the control of PC MAN, the Customer shall pay for the additional time incurred at PC MAN normal rates. If the problem arose directly as a result of PC MAN previous attendance, within a thirty day period, no further charge shall be made.
2. Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted trader we have a range of support services available to us and our customers. One of these services is access to an independent Alternative Dispute Resolution (ADR) service, which enables our customers to seek an impartial review of a complaint in the unlikely event that we are unable to resolve it between ourselves.