

PCDATALINCS

TERMS AND CONDITIONS AS OF 1st August 2016.

DEFINITIONS

"The firm" shall mean **PCDATALINCS, 36 Willoughby Road, Alford, Lincolnshire, United Kingdom, LN13 9AT.** Manager **Peter Johnson.** Telephone **01507 201393** Mobile **07473 319212:** Email **admin@pcdatalincs.co.uk.**

"The Client" shall mean the customer with whom the agreement / contract for work to be undertaken shall be made with the firm.

"Third Parties" shall be deemed any person other than the client who have attempted a repair on the machine following the payment of the initial repair to the firm without the prior knowledge of the Firm. All repaired components are security marked for this reason.

"The Agreement" shall mean either a verbal or written agreement between the firm and the client and shall set out the work required by the client and the charges relating to said work. In a formal agreement the charge per hour and the mileage rate is to be agreed upon and made in writing for both parties to sign. This agreement shall stand for one calendar year with the option after the first year to have a rolling agreement which is to be adjusted as and when deemed necessary.

"Termination of Written Agreement" Should the client wish to terminate a signed agreement they must do so in writing to the Firm. It will be appreciated by the Firm that the reason for the termination be included in the notice.

Should the Firm wish to terminate an agreement the client will be notified by post including the reason for termination and a period of 14 days from the date of the notice shall be given to the client to correct any problems arising in the agreement or failing to fulfil their side of the agreement. Said termination of agreements do not affect your statutory rights. All monies owed by either side shall be paid in this time or court proceedings may ensue and it is not this firms wish to be forced into doing this.

"V.A.T. (Value Added Tax)" will be included at the standard rate as the firm is not a VAT registered company as yet.

"Payment" The firm will accept payments by cash, direct bank transfer (BACS) or PayPal (By arrangement for those who wish to pay by credit / debit cards or Paypal, a fee of 10% is chargeable for the service.). Payment using Paypal can be done online at any time using our new Paypal portal,

<https://paypal.me/my>

Payments by cheque will only be allowed by prior approval of the firm.

- Cheques should be made payable to "**PCDATALINCS**".
- The firm reserves the right to refuse payment by cheque by the client.

- Please note there will be a delay in commencing or completing work on any deposit or agreement where payment is made by cheque until such time as it has cleared with our bank.
- A Cheque cannot be accepted for a fee or deposit less than £30 without the incursion of a £5 fee to cover administration costs with our bank.

"Rejected Cheques" Should the client's cheque fail to clear for whatever reason, an administration charge equivalent to that levied by the firm's bank plus an additional administration charge of £20 will be added to the client's outstanding balance. The client will be issued with a new order for payment that shall include these amounts and will be expected at that point to pay either by cash or direct bank transfer; no further cheque payment will be accepted by the Firm from that client. No further work will be carried out until the payment has been made and cleared.

"Deposit" shall be required in all cases where new builds are required or repairs involving defective or replacement equipment. This is to cover the required purchase of all necessary parts, services, contracts and licenses needed to enable to completion of the agreement. All monies paid as deposit will be deducted from the final fee payable on the completion of the agreement. All deposits are non refundable and the client will receive a receipt upon payment of any monies toward the job. No work will be started unless a deposit is paid unless by prior arrangement. The deposit shall equate to approximately 60% of the total job quotation.

The firm reserves the right to terminate the agreement if the deposit is unpaid for whatever reason within 5 working days. Generally the deposit will be given in a quotation from the Firm upon request and is chargeable prior to such repairs being undertaken.

"Final Fee" shall be deemed to be the monies owed after deduction of a deposit paid for the work, should one have been charged. The final fee shall become payable upon completion of the work and prior to the handing back of the equipment, or invoiced for payment if the work is on site.

"Failure to Pay" The firm will in all cases:-

- Where the client refuses to communicate or pay the invoice, without good cause or reason within 10 working days of the initial invoice shall add a further £20 to that invoice to cover administrative costs and reissue it as a final demand.

If you are having difficulties with paying the invoice then please talk to the firm about it, don't just sit in silence hoping it will go away.

The firm reserves the right that if after 10 working days of the Final Demand for payment being made for work undertaken, to sell on the debt to any of a number of debt collection agencies. At the point of notification of this fact by email, text message, or letter, PCDATALINCS shall bear no responsibility for the work once the debt has been passed to the agency. In cases where equipment is held by the Firm, it reserves the right to retain said equipment until such time as the Fees are paid in full. After a period of 6 months, if the fee has still not been paid or arrangements made to pay, the firm shall reserve the right to sell the equipment to recover part of the debt, the remainder shall be sold on as stated above.

All warranties and guarantees are considered to be null and void at this point and in the case of web sites they will immediately be taken down and the site pointed back to the originator DNS Company. The site name and server space shall remain the property of the firm until the lease time on the name or the server space has expired. Prior to the expiry the firm reserves the right to sell on the name or server space to recover the cost of the monies owed up to and including a service charge. The remaining sum of money if there is any shall be withheld by the firm until such time as the client

or his representative contact us with instructions on its disposal at which time the funds will be released within 5 working days.

QUOTATIONS AND FEES

"**Call Out Charge**" shall be dependent on the distance travelled from the firms base to the location of the job and back to the firms base, this will be given on the initial phone call and will only be charged once in most cases. No callout fee will be charged on warranty work.

"**Quotation**" shall be given, following a site visit and full inspection of the work necessary or a description of the items needed is agreed upon with the client. At the time of quotation only the work stated in it will be covered by the quotation. Any work extra to that quotation shall be charged at a normal hourly rate. In the quotation will be a two part payment, "The Deposit" for purchase of items to complete the job and a "Final Fee".

"**Fixed Fee**" shall mean a payment for the entire job, payable on completion of the agreement. The amount shall include relevant V.A.T., but it should be noted that the firm is NOT V.A.T. registered. This fee is due for payment immediately upon the completion of the work unless it is a part of a fixed price quotation.

"**All other professional and third party fees**" incurred in the completion of the agreement. The amounts WILL include such subsequent expenses deemed necessary and extra to the completion of the contract subject to prior agreement with the client. This applies on matters that fall outside of the agreements original guidelines, such as payment for Microsoft License Keys and operating systems needed to complete the job. The client shall be responsible for these and all other license and software fees to complete the job.

"**Hourly Rate**" shall mean the fee stated in the agreement and shall be for a minimum of one hour and increments thereafter of one hour or part thereof at the discretion of the firm.

"**Fixed Price Quotations.**" Shall mean that in the event of the client requiring a fixed price quotation, for repair or rebuild or new build, then the fee quoted at the time of inspection or agreement shall become payable immediately at the time the quotation is agreed upon. Further charges above and beyond that quotation shall be the responsibility of the Firm and will not be passed on to the Client. The price will include estimated costs for both parts and labour. But under no circumstances will that work be carried out by the Firm until such time as the quoted value of the work is paid in full. All Fixed Price Quotations shall be valid for a period not exceeding 5 working days due to the volatile nature of the market.

MAINTENANCE AGREEMENTS.

"**Web Site Maintenance Agreements**" shall mean the periodic monitoring of the clients web site for a period of 12 months from the notified date of commencement either by letter or by email.

- During this period the firm undertakes to make sure the site is functioning as it should.
- That all email addresses assigned to the site function correctly and that passwords and site security is maintained and any breaches are reported to the client.

- The periodic changing of passwords to email accounts will be done should the client so wish it.
- The firm (where applicable) shall keep up to date all software in use on the site to keep the site working optimally except where such changes involve the entire reconstruction of the site or database.
- The firm will take responsibility for the re-registration of the site name (if applicable) with whichever DNS company it sees fit and also
- The server space for the web site(if applicable) as it sees fit and that any change in server will be made as seamless as possible with the registration of name servers being handled at the earliest opportunity over a weekend or at a specified time agreed with the client.
- Should a transfer of business server / domain name registration be needed this change will where possible be done out of business hours or over a weekend or public holiday so as to minimise disruption to services.

"Equipment and Network Maintenance Agreements" shall be for a term of 12 months from the notification of the commencement either by mail or by email "pdf" file for the client to print out. The agreement will be on a per machine basis or as agreed with the client. The term shall cover all labour charges involved in the repair of the installed equipment up to a maximum of 5 call-outs per contract period. Over and above that the call-out charge will be dependent on the distance travelled to and from the client's address and will be charged at a rate of £0.85 per mile. This agreement will not cover any labour charges where damage is caused by mishandling, flooding, incorrect usage of the equipment, act of god where the client has failed to protect the equipment by use of surge protection or U.P.S. (Uninterruptable Power Supply). The agreement does not cover damage of any kind on the machine or network caused by software, drivers or attached devices not installed by the firm. Should the damage to the equipment be determined beyond reasonable doubt to have been caused by any of the above the agreement will be deemed null and void and the client will be offered the repair at a fixed rate and a new maintenance agreement following the completion of the repair. Should there be in the period following installation any fault arising on the installation please contact us in the first instance. Should a third party be called in to repair any part of the installation then all works carried out by the firm shall no longer be covered by any warranty offered at the time of installation and the firm shall not be held liable to repair any further faults under the original warranty which will be declared null and void.

"Termination of Agreements" Should the Client wish to terminate the use of the firm's Maintenance agreements at any point written notice must be given at the address above. Upon receipt of the notice the relevant actions will be taken:-

- **"Termination of Web Site Maintenance"** This will be achieved by the site being backed up onto CD \ DVD as a direct copy of the site as it stands at that time if required by the client. All copyright data pertaining to the firm shall be removed at that time from each page and the intellectual property, unless previously agreed that it shall remain the intellectual property of the firm, shall pass to the Client. The client should they wish must then provide their own server space and purchase the relevant site name from the firm unless they have their own and the site name and server space rented by the firm has expired.
- should they wish to do so. A fee will be payable on a pro rata basis of £5 per CD and £8 per DVD, unless the client provides media to back the site up on or transfer too, this will cost the standard hourly rate of £35.00 payable upon transfer.
- All responsibility and liability for the site and data contained within shall cease to be the responsibility of the firm and it will be the responsibility of the client to arrange new server space for the site.
- A notice will be placed on the main page of the server currently in use which may contain a link or automatic link to the new site / server appointed by the client should they wish it.

Upon completion of the termination notice a fee of £20 shall be payable to the firm by the client for the time spent in closing the site down and backing it up or transferring it. All data held by the firm pertaining to the site shall be destroyed as per the Data Protection Act and no copies will be held on either hard or soft media from the point of dispatch to the client.

"Termination of Mechanical and Network Agreements" Notice of termination of the agreement shall be issued where the negotiation between the firm and the client have broken down to a point where they are no longer workable. Conditions arising from this may be due to one or more of the following:

- Failure to pay the fee within 10 working days of the issue of any issued Invoice for payment.
- Unpaid debt,
- Use of third parties to repair equipment without giving notice to the firm first. Basically if you get someone in who thinks they know what they are doing and they mess it up the firm cannot and will not be held responsible for any damages incurred, all works undertaken by the firm are marked in such a way that changes can be noticed.
- Failure to pay the renewal fee when required to do so, which is the clients choice. It is asked though not essential for training purposes that a reason be given for not renewing the agreement.

WARRANTIES

"Warranty on upgrades and repairs" this applies to the 90 days following the repair of the item and only includes the actual repaired parts as set out in the invoice and does not apply to any other part of the machine.

It should be noted that the client is responsible to make sure the upgrade is compatible with and that the machines power supply can cope with the upgrade, the firm will attempt to provide information on all items needed for the upgrade. also Information on this can be found on the manufacturer's web site for the motherboard and upgrade manufacturer's web site.

The warranty does not cover the rest of the machine.

This warranty covers labour only.

Parts are covered for 12 or 24 months warranty by the manufacturer and will be returned to the manufacturer for checking and replacement. It should be noted in most cases this could take as long as four weeks as most manufacturers are offshore.

The new parts are then covered by the remainder of the time under the 90 day warranty and after that shall be under the warranty of the manufacturer only for whatever period is laid out in their terms and conditions.

Replacement of parts during the manufacturer's warranty will be charged at the normal rate for labour, the parts if found to be faulty will be covered by the manufacturer's warranty.

Should a fault develop in the machine on a part not covered by the original warranty then the client shall be liable to pay both for labour and parts and will be notified as such prior to the commencement of work.

A deposit must be paid on all parts prior to the ordering of parts with the outstanding balance being paid upon completion of the work.

Only the part or parts replaced are covered under the 90 day warranty from the date of fitting. Should a third party be called in to repair any part of the installation then all works carried out by the firm shall no longer be covered by any warranty offered at the time of installation and the firm shall not be held liable to repair any further faults under the original warranty.

"Warranty on used equipment" Following the supply and installation of parts or complete units purchased by the client, the firm shall not refund any payments made.

All equipment is covered by whatever manufacturer's warranty is in place although it should be noted that warranties are not generally transferable on used parts.

"Specially purchased Parts" It is not our policy to return payment on equipment that has been installed by special order. It is however at the firm's discretion to charge a pro rata rate if its replacement is outside of the 90 day warranty. Should a third party be called in to repair any part of the installation then all works carried out by the firm shall no longer be covered by any warranty offered at the time of installation and the firm shall not be held liable to repair any further faults under the original warranty.

"User Recommendations" The firm recommends that the client use at the very least a surge protection system to power the equipment and would also recommend the use of an Uninterruptable Power Supply of suitable size for the equipment needed, as a rough guide for these components generally they will be used to power a PC, monitor and internet router. The size of the power usage should be worked out prior to their purchase.

Damage caused by fluid intrusion or by physical damage to the unit is not covered by our warranty. Any such damage makes the warranty null and void.

WEB SITES

"Basic Web Site" this shall mean the provision of:-

- Web server space for a period of one year,
- Registration of a site name. The period of registration is dependent on the type of site, .co.uk, .com, .net etc
- Provision of a home page,
- Services page or Photo album type page.
- About Us & Contact Page,
- Location page.
- Up to 10 mail accounts to be set up by the firm for the client's sole use. Information needed to setup email programs will be provided.

Pages over and above this amount will require an agreement being signed and a quotation given. All fees must be paid for by the client before the site is placed on its final server, and the client will be able to see the site as it is built from the ground up prior to it going live. This way any corrections can easily be made and to the clients satisfaction. Upon the testing of the site and the customer's approval, private server space will be acquired and the domain name assigned to that server. The site will be accessible to the general public within 2 – 4 working days.

"Online Shops" The client will be offered a number of options suitable for the type of software and items or services to be included in the online shop. The site will include the Basic Web Site Package along with (where applicable):-

- Ecommerce software of the client's choice. The firm has access to free software or commercial packages, the fees for which will be included in the deposit.
- One database for use with the shop software.
- A printed manual (if available or needed) on the software's operation.
- Email accounts will be set up by the firm for the client's sole use and passwords issued accordingly for each. Information needed to setup email programs will be provided. Provision for more is standard with all our server packages.
- Server rental is for a one year period, renewable in the final month of the year.
- Domain names depending on their salutation can be for 1, 2 or 3 year registration periods.

Any and all modifications to a standard software package for ecommerce will be charged at the normal hourly rate unless a pro rata rate has been agreed in advance with the client and has been added to the agreement. The client will be notified of the approximate cost of these modifications in the quotation. The deposit for the site shall include all fees, licenses and subscriptions for services to complete the agreement, this sum usually works out around 65% of the total cost, and this figure is approximate and may be amended by the firm at its discretion. The firm will provide instruction on its operation for a fee to be agreed with by the client. The manual for the software is free. Special end user manuals for shop floor use can be made at a fee to be agreed.

"Domain Name Registration" The firm shall wherever possible provides the client with a site name as close to the one originally applied for if it is unavailable. Please note that some domain names come with a one or two year renewal fee and will be the responsibility of the client to pay such fees to keep the site name. We recommend that renewals are done a month prior to the old one running out so the name continues to be registered to the client. Should the client fail to pay in the required time and the name is then taken by someone else, the firm shall not be held liable for this and will attempt to find another suitable name. Any negotiations with third parties about domain name purchasing and transfer shall be solely left with the client. The firm will notify the client upon the time for renewal in plenty of time to prevent the loss of site registration.

"Web Shop Software Maintenance" if agreed as part of the maintenance contract, will be updated as newer versions become available unless doing so will cause the site to function incorrectly as is the case with some of the ecommerce companies. Tests will be carried out on the software prior to any changes being made to make sure the system is stable and compatible with the current database prior to any changes, though the normal operation is to leave the version originally used in place until such time as the update becomes vital. The firm cannot be held responsible for the shop software's operation as this is governed by the manufacturer of the program unless it is our own customised software in which case the firm will amend any faults caused or if necessary return the software to its former state until such time as the update is fully functional at no cost to the client. The client will be invited to upgrade to a newer version prior to the change being made, however if doing so a fee may be chargeable although most updates will be free. Should there be any fee needed the client will be notified in advance and their agreement sought.

"Web Shop Contents and Pricing of Goods, Packaging And Postage" Once the client's ecommerce site is functional, the firm shall not be held responsible for the goods, quality, pricing, offers and other services posted on the site. This shall remain totally within the domain of the client. If the site is to be maintained by the firm under a maintenance contract, this shall not include the addition to or removal of any items, prices or services advertised by the company.

"Web Site Content" this will remain the full responsibility of the client in all cases and the firm shall not be held liable or solicit orders against information or images on the site. Where necessary the information about the owner of the site will be passed on to any party, providing the correct legal documentation is presented to the firm. Currently the firm will not deal with sites of purely adult content. Please contact us regarding this type of site for further information on the above number.

"Adult Web Sites" The content of the site shall be the responsibility solely of the client. The firm will accept no responsibility for items posted on it. All images placed on the site during construction that are of an adult or pornographic nature must be accompanied by the appropriate documentation regarding the models age. Anyone submitting images that are considered illegal in the United Kingdom will be reported to the authorities and further construction of the site will be ended. At this point the agreement will be considered complete and the firm shall have no further participation in the sites construction. For further information please contact us on the above number. All fees up to

that point will be charged to the client at the normal hourly rate regardless of the terms set out in the agreement. Any images contravening the laws of the United Kingdom shall be immediately handed to the authorities for their pursuance. The Firm shall not be held accountable for these images and will assist the authorities involved in the pursuance of the case.

"Forms, CGI and Scripts" Should the client wish to have an interface constructed for the uploading of their own material; the firm will accept no responsibility for data posted to the site from the day of its inception. Prior to that, all images will be accompanied by the relevant United Kingdom approval paperwork. In the case of adult images the client shall be held solely responsible for the posted images and text.

"Third Party Mailing Lists" This Firm will keep safe all documentation relating to its clients and will not pass-on or sell its client list to any outside company. All data regarding client's is held on an offline computer and cannot be accessed via the internet for security. Only with the written consent of the client will such information be passed on to other parties. The Data Protection Act covers the storage of data on clients and the firm upholds this act.

"Transfer of Domain" Should the client wish; the firm will handle all aspects of transition from one domain server to another. A standard transfer fee of £40 will be charged in advance for this service.

"Transfer of Server" Should the client wish; the firm will transfer their original site from its current server to a new one. Should the site contain a database of any type the firm will attempt to make the transition seamless, although the time taken for domain and server transfers in some cases may take as long as 72 hours plus weekends if included in the time frame? Modifications made to the site during the transfer will only be carried out after consultation with the client on possible inherent problems which may arise due to the name servers being amended. A fee is chargeable for this if the company already has a maintenance contract with the firm. A standard hourly rate

"Advertising Using the Internet". Currently the firm does not involve itself with any advertising companies. The only advertising the firm includes in web packages is to include the constructed site in Google Web Places.

"Conditions not covered herein" Should conditions arise before the conclusion of an agreement that are not covered in these terms and conditions or the agreement. The firm will negotiate their inclusion in any agreement, which will when agreed between the Firm and the Client become a part of the agreement.

Should changes to the agreement be necessary during its execution then consultation with the client will take place.

If the firm and client fail to reach an agreement over the changes then the firm reserves the right to terminate the agreement forthwith and to claim any outstanding amount of the balance owed on a pro rata basis up to the date of termination. An example, 25% of the work completed 25% of the balance outstanding will be sought.