

## TERMS AND CONDITIONS OF BUSINESS

At Phil Guy Computer & Repairs we endeavour to conduct honest, reasonable and considerate services. Our goal is to provide the highest quality of service and support. Equipment repairs and services are provided as a service and specific results cannot be guaranteed. There may be circumstances after taking time to make detailed judgements that your equipment cannot be repaired, in this case it may need to be upgraded or the work abandoned for example: equipment too old, repair or replacement parts are obsolete or simply that the cost of repair makes it unviable. The length of time required to service or repair your equipment cannot be predicted. All Remote Repair services are subject to the terms in this agreement.

### DATA LOSS

**REGULAR BACK-UPS ARE PART OF RESPONSIBLE COMPUTER OWNERSHIP, AND MUST BE UNDERTAKEN BY YOU PRIOR TO GIVING THE EQUIPMENT TO US FOR REPAIR OR SERVICE. THE VERY PROCESS OF WORKING ON YOUR COMPUTER EQUIPMENT MEANS THERE IS A POTENTIAL FOR DATA LOSS. PHIL GUY COMPUTER & REPAIRS CANNOT BE HELD RESPONSIBLE FOR ANY POTENTIAL LOSS OF DATA ARISING OUT OF A REPAIR OR SERVICE TO EQUIPMENT.**

Several threats exist which can result in the corruption or loss of data stored on a computer, drive or medium. Data loss can result from hardware failure, user error, and system contamination.

*Data loss can result from hardware failure due to the fact that computers use magnetic media to store data. Although this technology is quite reliable data can be lost through the gradual decomposition of the magnetic media itself or the failure of the mechanical components used to read and write the data from the media. The media and mechanical components have a limited life span which can be as short as a few days or as long as several years. The media and the mechanical components will certainly fail at some point resulting in the loss of data. Whilst SSD drives and memory are seen as more robust, these too can also fail over time. User error can cause the loss of data. Computer users have the ability to erase the entire contents of a magnetic, SSD drive or memory. If a backup of the data that has been accidentally erased does not exist, it may be impossible to recover the data. Data loss can also occur as a result of system contamination, usually caused by malware or virus. Computer malware and viruses can be introduced into a system in a number of ways and can result in the corruption or deletion of data.*

Therefore; whilst Phil Guy Computer & Repairs will take great precaution to preserve your data, Phil Guy Computer & Repairs will not be held liable for data loss under any circumstances. If you have data that must be preserved we recommend you make multiple backups and that you store these backups in multiple locations to avoid loss from fire, flood, theft or other circumstance. The customer is responsible for backing up all software, data, e-mail and passwords on their computers, network and other data storage devices before work is scheduled to be performed by us. Phil Guy Computer & Repairs shall not be held responsible at any time under any circumstances for any loss or corruption of any software, data, operating system, or files as detailed above nor will Phil Guy Computer & Repairs be responsible for restoring lost data.

For an additional charge and with explicit instruction, we do offer a data back-up service, but cannot guarantee that all data is copied, particularly in the case of malware infected equipment or pre-existing hard drive or software damage. Moreover, given the millions of files on a typical machine, it is unrealistic for us to know what software is being utilised by the user and where the data for this software is stored. **FOR CLARITY, WE THEREFORE RECOMMEND THAT CLIENTS POINT THEIR SOFTWARE TOWARDS THE LIBRARY FILES LOCATION FOR ANY APPLICATION DATA STORAGE TO MAKE BACKUP EASIER AND MORE CERTAIN AND/OR LET US KNOW IN WRITING THE DATA STORAGE LOCATIONS OF ANY ADDITIONAL SOFTWARE AND WHAT YOU WOULD LIKE US TO COPY BEFORE WE COMMENCE WORK AS WE WILL NOT NORMALLY BACK UP ANY LOCATIONS OTHER THAN THE MAIN USER LIBRARY FILES WHEN ASKED TO PERFORM DATA BACK-UP.** If you suspect data loss has occurred you must notify us within 14 days, as for Data Protection Act principles we may destroy any electronic data copies that we may hold through work undertaken after this period.

Passwords are not usually recoverable and product keys may not be obtainable. E-mail data and configuration stored on the machine can be particularly difficult to ascertain if the computer is not fully functional including passwords and settings to access your e-mail. It is not possible to retain any program software you have on your machine in a working state unless you have the installation discs and any product keys relating to it.

The customer understands and accepts that occasionally, some applications may no longer work properly after a repair, due to the installation of different hardware or software. It is the customer's responsibility to reconfigure or reinstall any such applications.

### INSTALLATION SERVICES

If the repair or service involves transferring information or installing software on equipment, you represent that you have legal right to copy and agree to the terms of the software license, and you authorise Phil Guy Computer & Repairs to transfer information and accept such terms on your behalf in performing such service. You authorise the technician(s) providing the service or repair to install anti-virus and any other necessary software and software tools on your computer to perform required services. All our software will usually be deleted or uninstalled upon completion of the service (unless you have requested and we agree otherwise).

### ACCIDENTAL DAMAGE DISCLAIMER

Please be aware that some repairs carry a risk of damage (e.g. replacing a cracked laptop screen) and although Phil Guy Computer & Repairs take great care, we cannot be held liable for any damage while carrying out the work. Also, please note that we will not accept any responsibility for damage whilst in transit via courier or the postal system.

## **SUPPLIER or MANUFACTURER WARRANTIES**

Users need to be aware that if their equipment is still under warranty with a supplier or manufacturer, activities undertaken by us may invalidate that warranty. You are advised to check the terms and conditions of any such warranty or contact the supplier or manufacturer who gave the warranty, before entering into this agreement. We will not be held responsible if warranties become invalid.

## **LIABILITY**

Our primary goal is to repair or provide services to you for your equipment however, any hardware activity incurs the risk of damage to both data and equipment. Your equipment will never be intentionally harmed. Sometimes a computer component may fail during the repair or service operation due to the additional activity and load placed upon it over several hours or even days whilst undergoing repairs, you agree to not hold Phil Guy Computer & Repairs responsible if this be the case or if the computer should fail after the repair or service.

Service(s) are provided in an effort to fix, upgrade, transfer or otherwise repair the computer system(s) for which you request such service(s). In the case of accidental damage to your equipment, including data loss caused by already existing problems in your system such as a virus, poorly configured software, user error, hardware problems or hardware failures; you agree to not hold Phil Guy Computer & Repairs responsible for any loss or damage caused through or by such services.

**IT IS YOUR RESPONSIBILITY TO BACKUP YOUR DATA. PHIL GUY COMPUTER & REPAIRS WILL NOT BE RESPONSIBLE FOR DATA LOSS OR ANY OTHER DAMAGES LINKED TO DATA LOSS.** (Please refer to DATA LOSS section on previous page).

## **REPAIRS & SERVICE GUARANTEE**

All services and repairs are guaranteed for 30 days from collection of the goods from us. If it is found that the service or repair was incorrectly diagnosed by the technician; then Phil Guy Computer & Repairs will perform the repair/service free of any labour charge. Only parts will be charged if needed to correct the problem.

## **PAYMENT TERMS**

Phil Guy Computer & Repairs publish a guide to repair costs on the internet and this is available at

<http://www.philguy.co.uk/charges.html>

Due to the nature of Computer Repairs it is often difficult to be wholly accurate as to the cost until the work is completed, if you wish us to work to an agreed fixed limit please advise us prior to us undertaking the work. In the case that we foresee a deviation on cost of job completion beyond the above limit, we will make every effort to contact you and inform you of the situation and receive authorisation to continue or stop at the limit. In the case we cannot reach you, we will continue to work until the estimate or limit is reached. Once reached, we will halt work until contact is established.

Full payment is due immediately upon completion of servicing, upgrading or repair and for purchases sometimes in advance. Failure to pay may result in your equipment being held, sold and / or the debt being turned over to a collections agency and reporting to a credit bureau. You will be responsible for all collection agency, litigation or courts costs incurred by us for your failure to pay. Any equipment not collected within 30 days of notification of completion may be disposed of.

## **CUSTOMER DECLARATION**

**PLEASE NOTE: ANY HARDWARE ACTIVITY INCURS THE RISK OF DAMAGE TO BOTH DATA AND EQUIPMENT. PHIL GUY COMPUTER & REPAIRS CANNOT BE HELD RESPONSIBLE FOR ANY DAMAGE, LOSS OF DATA OR FUNCTIONALITY OF THE EQUIPMENT THAT MAY OCCUR DURING OR AFTER ASSISTANCE. IF YOU ARE NOT PREPARED TO ACCEPT THE ABOVE RISKS, WE RESPECTFULLY ASK THAT YOU DO NOT ENTER INTO THIS AGREEMENT AND DO NOT ENGAGE OUR SERVICES.**

I confirm that I am the authorised representative or owner of the equipment on which work is to be commenced. I and / or those I represent understand and agree to not hold Phil Guy Computer & Repairs responsible for any of the potential eventualities detailed above including but not limited to loss of data or any accidental damage caused to equipment. I understand that Phil Guy Computer & Repairs will not be held liable for any damage incurred to my system whilst in transit, whether that is to or from their premises.

I agree to pay labour charges and other fees as detailed above under "Payment Terms", I understand that all charges and fees are payable even if my problem is not resolved or if it is decided not to continue with the repair work. I confirm that I have been provided with this document before the commencement of any work and have read through and understand it and have been allowed to discuss it if I feel necessary. I agree that the effect of this document will continue beyond the time of this service and will apply to future services that I request from Phil Guy Computer & Repairs, until I inform Phil Guy Computer & Repairs in writing otherwise.

Customer or Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_