

## (Terms and Conditions)

We, us, our – FMPC and who represent it. You, client – party requesting IT service.

### Fair Use

1.1 Free off-site inspection is offered only if the job is to be done with us or mutually agreed as not feasible, otherwise a flat charge of £15 is made. Full diagnostics incur hourly rate charge.

1.2 Free advice offered is a short advice and not a lengthy consultation or series of such.

1.3 No Fix – No Fee offer conditions upon several factors. No fee will be charged if we are unable to fix your problem due to our lack of knowledge and EXCLUDING factors such as:

a) Your unwillingness to pursue repair on the grounds of time needed (thus labour fee involved) or simple change of mind.

b) Lack of parts or installation disks needed for the repair [Parts may need to be ordered after the initial inspection. Software may need to be ordered if you do not own a copy of your own. Diagnostics software is our responsibility.]

c) Circumstances beyond our control. Third party fault.

d) Preliminary inspection of your equipment on-site (inspection is not free) unless otherwise agreed

### Your responsibilities

2.1 Your data integrity remains your responsibility by ensuring full backup before requesting our services. Any backups we make are considered supplementary.

2.2 Any problems found after the job completion must be reported within one week. Claims of “nothing is working” a few months down the line would not be accepted.

a) We will consider all complaints and remedy problems we feel to be genuine & fair.

b) If a fault is found to only could have come into existence by customer’s action, a fee will be charged.

### Disclaimer

3.1 You accept that your computer equipment may be faulty or failing at the time of work commencement. Only cases of gross negligence or apparent purposeful damage are to be considered as our fault and to be remedied at our expense.

3.2 You accept that we are here to help and are not in business of planting any “time-bombs” in your equipment to be called out again. All such claims will be fiercely defended and counter-sued unless you have irrefutable evidence presented to us first.

3.3 You accept that any third party warranties on your equipment may be invalidated by any kind of work undertaken by us on your equipment, as per 3rd party T&C.

3.4 We will not be responsible for any consequential loss resulting from your IT equipment failure, repair delays or data loss.

### Warranty

4.1 Unless otherwise stated, all parts & systems supplied by us are warranted for 1 year from the invoice date and are return-to-base only. We may substitute any unavailable part by another of non-lesser quality. Systems include 1 year labour warranty.

4.2 Labour warranty on repairs is limited to 6 months, excluding faults arisen from hardware or software not supplied by us or due to client or 3rd party action or harmful inaction. Additional services requested are additions and will be treated as such.

4.3 Repair of failed equipment on warranty will not include non-operating system software reinstallation or data recovery.

4.4 Virus and other malicious software removals are warranted against immediate reoccurrence only (24h). This is due to exceptional consumer fault intolerance.

4.5 Warranty excludes any damage resulting from accidents, purposeful intent, forces of nature or third party.

## **Payments**

**5.1 All our rates are non-negotiable after work commencement.**

**5.2 All payments are expected in full within 2 weeks of invoice.**

**5.3 Late payments will be charged interest at 10% above the BOE rate at our discretion.**

**5.4 Dishonoured payments will incur a surcharge of £10, interest and any professional debt recovery fees.**

**5.5 Any discounts given for labour may be cancelled partly or in full if bills are not settled on time (see 5.2, 5.3).**

## **Confidentiality**

**6.1 FMPC treats any client's data as confidential and will take utmost care in preventing unauthorised use of such.**

**6.2 FMPC will voluntarily cooperate with police, government or any other lawful organisation if required to divulge any data.**

## **Other**

**7.1 On-Line storage Terms and Conditions are separate and are not included in current list.**

**7.2 Terms and Conditions may change without notice. Both parties are bound by T&C that were in force at the time of work commencement.**

**7.3 Items uncollected for 2 months will be treated as abandoned and disposed of unless agreed otherwise beforehand.**