



Terms and conditions 2019 - Last updated 07-11-2019 supersedes all previous terms.

These terms do not affect your statutory rights

Definitions

“You” “Your” & “User” refers to the web consumer and/or PC repair customer

“Us” “We” “Our” “I” “My” & “PC Fix” refers to business owner Peter Long, and any additional employee’s or third parties contracted to be involved

“Site” refers to the website www.pcfixbrighton.uk and any mapped domains to this site

“Services” refers to the tasks carried out by an engineer either remotely, by a home or business visit

“PC Computer, machines” refers to personal computer but also can mean any type of computer, laptop, or smart electronic device

Please read carefully the following terms and conditions relating to the use of the website www.pcfixbrighton.uk www.laptopfixbrighton.uk, (any other mapped domains) and services which those are offered. These terms are subject to English law and all parties agree to submit to the exclusive jurisdiction of the English judicial services. Your Statutory Rights are not affected and we deliver an absolute No Prejudice practice when dealing with customer queries.

By using the site www.pcfixbrighton.uk any other mapped domains, and/or services you are deemed to have agreed to these terms and conditions of use. PC Fix reserves the right to update these terms of services at any time and would recommend viewing on each occasion during website browsing and prior to making a job booking. By using this site and/or service after PC Fix has posted any changes to these terms & conditions, it is agreed by the user to have accepted those changes even in the event of the user not having viewed these changes. If at any time the user chooses not to accept these terms & conditions please do not use this site or the services offered.

Terms of services

1. Our responsibilities

- 1.1. PC Fix shall endeavour to provide a prompt professional PC /Laptop/Device repairing service as economically and efficiently as possible to accomplish a satisfactory result.
- 1.2. Privacy, discretion, and confidentiality are key factors with our services, we will always request permission should it be necessary to manage personal data files.

2. Your responsibilities

- 2.1. Software and Data must be backed up by the user prior to contacting us to perform diagnostic repairs or to provide other technical support on or in connection with your computer(s), either on-site or remotely. It is entirely the responsibility of the customer to protect their computer(s) and to back up all data, software, information and other files that are stored on any and all computers disks and drive you may have.
- 2.2. On the occasions where it is not possible to make immediate backups due to corrupt operating systems or faulty components although PC Fix shall try many different sequences at our best ability to retrieve and save data PC Fix shall not be responsible for any lost data during these recovering procedures.
- 2.3. Internet settings provided by your Internet Service Provider containing username and passwords should be readily available if requested, also any relevant documentation and cd’s regarding any installed software should be also at hand.
- 2.4. An adult is required to be present at all times in the presence of minors during an engineer’s visit.

3. Drop off’s and Collections/Deliveries

- 3.1. Customers visiting The Business Center - 145 Islingword Rd BN2 9SH to drop off laptops/computers/devices who do not see an engineer to book the job in fully and hand items to the reception staff are deemed to have accepted all

terms and conditions of PC Fix. Should these terms and conditions not be accepted the job sheet email sent by PC Fix must be replied to and received before any work has been started.

3.2. A collection and delivery service is available; the website contains the current price rate.

4. First hour call out rate

4.1. Includes postcodes BN1, BN2, BN2,

All other postcodes may be subject to an additional small fee.

5. No fix no fee

5.1. The term "No fix no fee" applies when the engineer's technical ability is unable to diagnose the reported problem or if we don't have the necessary resources available to test equipment. (A scenario would be the need to test an expensive or rare CPU or gaming motherboard)

5.2. Home visits are chargeable irrelevant of non-repair outcome

Exclusions

5.3. If we can't fix the reported problem due to listed terms 5.4 to 5.9 then the agreed quotation or relevant time costing shall apply.

5.4. Faulty parts, out terms of service, external dependencies such as loss of internet service by the ISP or the lack of internet.

5.5. Hardware or software beyond repair

5.6. A request not to repair after diagnosis when working on-site

5.7. When an engineer has not been able to complete all available repair procedures to the technicians knowledge should the customer wish to terminate the repair before final diagnosis or repair completion.

5.8. If unable to complete a repair due to failure to provide a legitimate licence for the operating system

5.9. During a remote support session

6. Data recovery services

6.1. Data recovery services are free for inspections and only chargeable if any data is recovered and wanted (Excluding data recover services from a 3rd party specialist where postal charges are incurred)

7. Rates

7.1. Unless otherwise specified in quotations a minimum rate charge for a domestic or business visit is one hour, additional time is then charged in 30 min segments. If a job takes 1 hour 10 mins to complete and if the customer would like, the engineer can offer to remain for a further 20 minutes for additional training or any computer related work if necessary.

7.2. There is a minimum charge for any kind of service of £29.99

8. Capped pricing

8.1. Whilst working on site the hourly rate is applicable up to 3 hours, if more time is required the cost of the onsite appointment will be capped to £150 for domestic users and £200 for small business users per visit.

Exclusions:

8.2. The capped pricing structure is valid for a single software computer problem. In the situation of: multiple software problems, multiple software tasks, or multiple machines within the initial repair time the consecutively hourly rates shall apply.

8.3. Laptops and desktops with hardware failures which are subject to different or additional repair costs for replacing parts

8.4. Data recovery services are independent rates

9. Parking fee's

9.1. It may be required to add an additional fee to the final invoice to cover the cost of parking permit tickets.

10. Fixed fee's

10.1. The fixed fee pricing applies to offsite repairs brought to our business center drop off point or workshop address

10.2. Fixed fee pricing is for labour repairs only and excluded cost of parts and data recovery services.

11. Free estimates and quotations

11.1. Free estimates are verbal, or email communications, these estimates are a rough price prior to an inspection; once a computer/laptop/device has been inspected a written quotation will be available.

11.2. PC Fix offers free quotations for computers which are brought and collected at our premises but are also subject to further conditions and exclusions.

Free quotation exclusions:

11.3. **Gaming computers** including but not limited to: i5/i7 intel/ AMD/+ processors, top level chipsets, custom built machines, customer self-built machines, ATX motherboards, SLI technologies are excluded from free diagnosis and is a

chargeable service to diagnose hardware faults with quoted repair solutions, in particular with motherboard faults. This charge is waived if quoted work is undertaken. This is due to having the expertise of a PC engineer to find the fault, and the amount of time that it takes to find repair solutions.

- 11.4. Quotations are valid for 7 days if the parts are in stock. Parts which must be ordered may affect the quotation if there is a delay in responding to a quotation. The delay may cause further research to be done to locate the same part from a different supplier.
- 11.5. Free quotations are free of charge for labour time spent diagnosing the problem, if parts are ordered and then need to be sent back the customer is liable for the delivery and return postage costs and any other expenditure incurred for the diagnosis.
- 11.6. Estimates and quotations include the exchange of parts except hard drives which contain personal data.

12. Payment methods, fee's and Defaults

- 12.1. Payment methods accepted are: Mobile device app payment to mobile telephone number 07888966069 via PayM, Bank to Bank transfer, Credit and Debit cards through a payment gateway such as PayPal, and Cash
- 12.2. Online bank transfers must be instigated for immediate transfer and provide proof to support this before the engineer leaves the customer's premises or if collecting from our premises.
- 12.3. For pre-repairs that have been provided with a quotation and not yet responded to, or for completed repairs waiting on payment these computers will be held for a period of 30 days from either quotation or invoice date, after this the computer/laptop/device will be owned by PC Fix and will be either recycled, disposed of, or sold to recuperate costs.

13. Credit

- 13.1. PC Fix does not offer credit services and payment must be made upon return of the PC or the onsite appointment repair completion.

14. Business's

- 14.1. Small to medium sized businesses with dedicated business premises are charged an additional 25% than the displayed domestic users
- 14.2. PC fix does not offer a 30 day credit policy and payments must be made at the end of the onsite appointment repair, or at handover of a repaired PC.
- 14.3. Self-employed business's working from home are included as domestic jobs and aren't subject to business rates
- 14.4. PC Fix does not offer support for Microsoft exchange issues or any issue that require a Microsoft Certified System Administrator or Microsoft Certified System Engineer

15. Remote support

- 15.1. Remote support can only be achieved if all the component parts are fully functional which includes a stable and reliable internet connection from an Internet Service Provider, the use of a modem and/or router and undamaged cables connected.
- 15.2. The customer agrees to access your equipment to provide technical assistance and repair.
- 15.3. Payments must be made prior to any remote support.
- 15.4. Data recovery via remote support is excluded from the "No fix no fee policy"

16. Warranty

- 16.1. PC Fix offers a 1 year guarantee for purchased new hard drives, there is no charge for the faulty replacement drive but maybe subject to labour cost outlined in 16.7
- 16.2. New screens generally have a 90 day warranty but are subject to the suppliers warranty conditions; according to most manufacturers it is acceptable to have 2 dead pixels on a new screen replacement.
- 16.3. Laptop motherboards new or used sometimes come with a warranty depending on the sourced supplier and if printed in either the quotation or invoice.
- 16.4. Other replaced components not already mentioned are subject to the suppliers warranty conditions and will be printed in the quotation or invoice
- 16.5. Some replacement parts may have been pre-used or manufacturer refurbished and may come with a warranty depending on the sourced supplier.
- 16.6. PC Fix, the manufacturer, or the distributors are not responsible for any loss of data due to a warrantied hard drive failure.
- 16.7. PC Fix will replace a faulty drive that is under warranty and shall clone the original drive to the new drive if possible free of charge, if an operating system needs to be freshly installed to the new drive this is chargeable service.
- 16.8. Warranty on labour repair work which do not include replacement parts is 14 days, if parts have been supplied PC Fix offers a 30 day labour warranty.

16.9. PC Fix does not offer any kind of warranty for software repairs

17. Use of your information

17.1. We respect your personal information and undertake to comply with applicable General Data Protection Regulation Legislation. These statements describe the privacy practices relating to PC Fix including our services provided either at your home or office, or remotely. When you provide PC Fix with your personal information, you consent to these practices described in this policy. We may hold information that you provide to us (such as by telephone on an application form or order form or job sheet booking form) or that we may obtain from another source (such as our suppliers, marketing organisations or credit reference agencies).

17.2. Internet cookies are used when visiting our websites which are agreed upon when clicking the cookie warning.

18. What information we may collect

18.1. While taking advantage of services from PC Fix, you may be asked to provide personal information in order to facilitate your transaction. We may also hold information that you provide when you contact PC Fix to schedule an appointment for services at your home or office, for assistance. This information (“Your information”) may include your name, address, telephone numbers, email address, bank and credit card or debit card information.

18.2. In the event that we undergo a re-organisation or are sold to a third party, you agree that your information may be transferred to that re-organised entity or third party for the purposes and subject to the terms of these Terms of Services.

19. How your information is used

19.1. Your information is held and used by us in the course of providing you with agreed upon services. It may also be held and used by us for a number of other purposes and we may use third parties to support us with these purposes. The third parties with whom PC Fix conducts business are only authorized to use your personal information to perform the services for which they were hired. As part of their contractual obligations, these providers are required to follow the privacy guidelines provided to them and take reasonable and appropriate measures to ensure your personal information is secure. We may use third parties without limitation as described below:

19.2. Processing your order, administering your account and billing, including allocating or offering you rewards, discounts or other benefits, settling accounts with those who provide related services to us, disclosing your data to banks, and credit/debit card companies to validate your credit or debit card details, dealing with requests, enquiries or complaints, and other customer care related activities, debt recovery (also using debt recovery agents and agents facilitating to contact with you) and legal actions and all other general administrative and business purposes

19.3. Carrying out market and product analysis of your information to develop and improve and to tell you about PC Fix’s products and services, new developments, special offers, discounts and awards which we believe may be of personal interest to you. We may use this information to send you marketing communications and may tell you by automated means or otherwise, including by email, fax, SMS, MMS, telephone, post and via the world wide web, WAP and similar sites subject to any preferences indicated by you at the time you apply to receive either of our services or sub sequentially;

19.4. Contacting you about the products and services of carefully selected third parties and allowing you to receive advertising and marketing information from those selected third parties but without passing control of your information to the third party concerned subject to any preferences indicated by you at the time you apply to receive either of our services.

20. The information commissioner

20.1. A comprehensive description of how we use personal information is publically available from the Information Commissioner - please visit <https://ico.org.uk/>

Access

20.2. If you would like us to tell you what information we hold about you, please write to PC Fix (Brighton), The Business Connection, 145 Islingword Rd, Brighton, BN2 9SH. There is a £10.00 administration fee for this service, please quote your full name address with all requests.

Opting Out

20.3. If you do not wish your details to be used for the purposes as described in clauses 17.1 to 17.4 write to us at the above address stating your name and address.

21. Security of your information

21.1. PC Fix has security measures in place and takes reasonable precautions to protect against loss, misuse, and unauthorised access of your personal data.

22. Data Imaging – Backup/Restoring

22.1. Prior to any major repairs, if possible a software compressed image of the complete hard drive containing all data and programs or parts of the hard drive such as a user's profiles may be created and backed up to our local backup server for the protection to both the customer and PC Fix, and to be able to establish a quote for data recovery/backup work, the compressed images or uncompressed backed up folders are usually deleted after 30 days during backup server manual clean up.

22.2. **Cloud online sharing folders – Dropbox – Onedrive – Googledrive and others...**

22.3. When recovering a drive or backing up data the cloud online storage folders contained within Windows user profiles will not be restored to the repaired computer due to an apparent software bug which currently needs to be resolved

23. Disclaimer - PC Fix shall not be responsible for the following:

23.1. The expiration or invalidity of the manufacturer's or supplier's warranty whether it's a new or used full machine or component of a machine which has been brought, collected, or sent to us for inspection or repair.

23.2. Any corruption or data loss during the repair procedure.

23.3. Equipment of non-functioning, intermittently functioning, or general unstable condition, which may deteriorate even further during inspection or repair, and also may not be possible to put back to the exact same unstable state if quoted work is not wished to be undertaken

23.4. Damage whilst disassembling devices (in particular fragile tablet LCD screens).

23.5. Any loss that is not reasonably foreseeable.

23.6. Any loss calculated by reference to profits, income,, or business (or loss of such profits, income, or business).

23.7. Any loose of goodwill

23.8. Any losses the user may suffer arising from your use of (of failure to use) any anti-virus software.

24. Copyright

24.1. www.pcfxbrighton.uk www.laptopfixbrighton.uk and any mapped domains leading to the main domain are copy protected sites, no authorisation is allowed to reproduce the logo's, images or text content without prior permission.