

TERMS AND CONDITIONS

GENERAL INFORMATION

- The rate of labour for home users and businesses is billed per hour/part hour - subject to a minimum labour charge of one hour – currently £40.00 per hour.
- Home users are classed as persons who do not use their computer for business or commercial purposes and keep their computer systems in a domestic house.
- Business users are classed as persons who use their computer either solely or partly for commercial activities; this includes charities and any other non-profit making organisations.
- A callout is classed as an engineer or member of staff from InfoTech-Lincs leaving our premises in order to visit a computer system located elsewhere, whether in a domestic household or commercial premises.
- Labour is classed as work carried out for or on behalf of an individual or company by InfoTech-Lincs. Labour is measured in time and may include physical work on hardware, software installations, remote support, advice given or any other time consuming activity required by the customer.
- Remote support is now available to all Commercial / Domestic customers running Windows Operating Systems, subject to broadband connections.
- Callout fees, labour charges and remote support are subject to change at any time. All work carried out is chargeable - PLEASE NOTE: There is no free support.
- All labour and/or work carried out by InfoTech-Lincs is either demonstrated or explained to the customer prior to leaving the premises or returning the hardware.
PLEASE NOTE : the installation of any software or programs by the user after InfoTech-Lincs has carried out work is deemed to have altered system settings and therefore invalidates any warranty that may have been given on software and/or operating system functionality.
- The acquisition of a virus or virus related material after InfoTech-Lincs have performed work on a system invalidates any agreement that may be in place regarding the functionality of any software or operating systems. Due to the nature of computer viruses rectification of any damage or inconvenience caused by a virus is chargeable at all times regardless of the situation.
- All inbound/outbound calls to/from 0161 408 5421 (Skype Number) will automatically be recorded for monitoring and security purposes – copies will be made available on request, each request must be made in writing.

NEW HARDWARE WARRANTY

- All brand new computer systems and components come with 12 months manufacturer's warranty as standard. The expiry date of this warranty is precisely 12 months from the date on the invoice supplied with the equipment. InfoTech-Lincs will be referred to as "the supplier." The individual or company detailed on the invoice shall be referred to as "the purchaser". This warranty is non transferable.
- Failure of new hardware components caused by faulty existing or second user hardware components are not covered by this warranty. In the event of new hardware being damaged by existing hardware, the supplier will not meet the cost of repair or replacement. Any hardware that is damaged by a virus related program or any other software is not covered by this warranty. Hardware damaged by BIOS modifications made by the purchaser will not be covered by the warranty. Hardware damaged caused by environmental issues (e.g. power surges, lightning damages) are not covered by the warranty.

- If any panel of the casing on a computer is found to have been removed at any time during the warranty period, the warranty on the system is immediately invalidated. A secure adhesive label may be placed over the removable section of casing. If this label is found to have been tampered with, torn, broken, disrupted or removed, the warranty is immediately invalidated. This is the case without exception. In the event of the warranty being invalidated by any of the methods described above, the purchaser will be charged the supplier's current fees to correct or repair the fault plus the cost of any replacement hardware.
- In the event of mistreatment of the hardware, e.g. rough handling, deliberate tampering, incorrect operating or storage conditions, or any other form of mistreatment, the warranty will be invalidated and the supplier's will not be obliged to carry out any repair or replacement work on the system. In the event of the purchaser having an overdue account with the supplier, the warranty is suspended until payment has been received in full and any cheques cleared by the bank.
- When individual components have been supplied to the purchaser, if a fault is found the supplier will test the faulty hardware and will replace it only if the purchaser or the purchaser's computer did not cause the fault. The supplier is not liable for any damage caused to the purchaser's computer by the supplied hardware. Testing cannot always be carried out on site. Any replacement parts will be supplied within seven working days if possible. In the event of a fault with a computer system, the system may be taken away for testing and returned within seven days.
- In the event of a claim under warranty, the purchaser must report the fault to the supplier by telephone or in writing within 24 hours of the fault occurring. Please arrange with the supplier for a convenient time for inspection. Any warranty call outs, which in fact are not a warranty matter, or are due to operator error, will be charged for at the supplier's current hourly rate and call out fee (if applicable).
- If a fault is found, the faulty component will be repaired or replaced. The supplier is under no circumstances obliged to replace the entire computer system or any other hardware device. Components will only be replaced refunds are not given. The supplier cannot be held responsible for any data loss or corruption at any time. Data backup is the responsibility of the purchaser at all times. No second user equipment is covered by this warranty.
- When the warranty expires, all work and/or replacement parts will be charged for at the supplier's current rates. Under no circumstances will work be carried out under warranty after the expiry date.

SECOND USER HARDWARE WARRANTY

- All second user equipment come with 1 months warranty as standard. The expiry date of this warranty is precisely 1 calendar month from the date on the invoice supplied with the equipment. All second user warranties are Return To Base warranty only. Any equipment that cannot be repaired will be replaced with equipment of similar specifications. Replacement equipment may not be by the same manufacturer as the faulty equipment.
- Second user warranty is also subject to all clauses listed under New Hardware Warranty

CHARGES AND PAYMENTS

- All payments must be in UK Pounds Sterling. If your payment is refused by the bank as unpaid for any reason you will be liable for a "returned payment" charge of £25 as well as an additional administration charge that may be issued by InfoTech-Lincs.
- All Charges payable by you for the Services shall be in accordance with the scale of charges and rates listed above and all charges unless otherwise agreed are payable on completion of services, unless agreed separately.
- You acknowledge that where Services are provided using facilities provided to us by third parties. InfoTech-Lincs shall have the right, subject to 14 days prior written notice to you, to increase our charges at any time during the minimum term, whether to reflect increase costs to us from such third parties or otherwise. However, if such increase exceeds 10% of the Charge in question prior to such notice you shall be entitled to terminate this Contract by written notice to us given by you within 7 days after service of our notice of increase to you. If you do so terminate, you will remain liable for all Charges (at the previous rate) up to the date this Contract ends.
- If payment is not received on or before the due date of invoice InfoTech-Lincs reserves the right to immediately reclaim supplied goods, withdraw, suspend, disconnect or limit services. InfoTech-Lincs may then commence proceedings in the county court to recover this outstanding account. This will be done with no further reference to the user.
- Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to suspend the provision of services to you. If such a suspension is imposed, you will be liable for any "disconnection" or "reconnection" charges.

DEFAULT

- If you do not pay the charges in accordance with the provisions listed under "Charges and Payments", or break this agreement in any other way; or are subject to bankruptcy or insolvency proceedings. InfoTech-Lincs can (without prejudicing, losing or reducing any other right or remedy) reclaim supplied products, withdraw or suspend service, including partially, temporarily without notice, albeit the user remains liable to pay rental during the suspension, or terminate this contract by immediate notice, without prejudice to InfoTech-Lincs's pre-existing rights.
- Bankruptcy or insolvency proceeding means bankruptcy proceedings or in Scotland sequestration proceedings, becoming insolvent, making any composition or arrangement with creditors or an assignment for their benefit, any execution, distress, diligence or seizure: or if the User is a company, being the subject of proceedings for the appointment of an administrator, going into liquidation whether voluntary or compulsory (except for the purpose of amalgamation or reconstruction) or having a receiver or administrative receiver of any assets appointed.
- You continue to be liable to pay all charges, which are due for Service during any period in which you do not comply with this agreement.
- If InfoTech-Lincs waives a breach of Contract by you, that waiver is limited to the particular breach. Any delay by InfoTech-Lincs in acting upon a breach is not to be regarded in itself as a waiver.

TERMINATION OF SERVICE

- Any agreements may be terminated by either party on giving at least 14 days notice to the other expiring on the last day of the minimum agreement term or at any time thereafter. If InfoTech-Lincs gives notice you shall pay all charges up to the expiry of the notice. If you give notice, you shall pay all charges until 30 days after the date InfoTech-Lincs receives the notice or until expiry of the notice, whichever is the latter. Your notice does not avoid any other liability for Service already provided.

NOTICES

- Any notice to be given by either party to the other will be sent by either standard first class or recorded delivery to the address of the other party as appearing in this Agreement or the Order Form or such other address as such party may from time to time have communicated to the other in writing, and if sent by first class / recorded delivery shall be deemed to be served two days following the date of posting.

MATTERS BEYOND INFOTECH-LINCS'S REASONABLE CONTROL

- InfoTech-Lincs is not liable for any breach of this Contract or liable for any delay or failure in performance of any part of these conditions and its commitments when caused as a result of Force Majeur, war, civil disorder, industrial disputes, inclement weather, acts of local or central government or other competent authorities, and failure by other service providers or our service suppliers, including telecommunications providers.

LIABILITY

- InfoTech-Lincs is not in any way liable in Contract or otherwise for loss whether direct or indirect of business, revenue or profits, anticipated savings or wasted expenditure, corruption or destruction of data or for any indirect or consequential loss whatsoever.
- InfoTech-Lincs makes no warranty as regards to its services or equipment and will not be responsible for any damage allegedly suffered or claimed by you for any reason including but not limited to loss of data, wrong or non deliveries and service interruptions.
- All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded.
- Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.
- InfoTech-Lincs make no claims that any images or textual documentation displayed on their web site refer to their own premises, equipment or services. In the event that the legal owner of any images or textual documentation wishes to dispute InfoTech-Lincs's usage of such material, they are requested to contact us immediately.

- Our total aggregate liability to you for any claim in Contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services, which are the subject of any such claim.
- In any event no claim shall be brought unless you have notified us of the claim within one year of it arising.

INDEMNITY

- You shall indemnify us and keep us indemnified and hold us harmless from and against any breach by you of these terms of business and any claim brought against us by a third party resulting from the provision of Services by us to you and your use of the Services and the Server including, without limitation, all claims, actions, proceedings, losses, liabilities, damages, costs, expenses (including reasonable legal costs and expenses), howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement.

INTELLECTUAL PROPERTY RIGHTS

- You shall obtain any and all necessary consents and clearances to enable you lawfully to make use of all and any intellectual property rights through the Services, including without limitation, clearance and/or consents.

LAW

- This Agreement shall be governed by and construed in accordance with English law and you hereby submit to the non-exclusive jurisdiction of the English courts.

ENTIRE AGREEMENT

- These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation, which has not been made expressly in this Agreement.
- Please note that your statutory rights are not affected

