

REMEDY IT LTD TERMS AND CONDITIONS OF SERVICE

REMEDY IT LTD will provide remote and on-site computer maintenance, support and consulting services ("the Services"). The Services will be provided to you subject to the following Terms and Conditions. You agree that by confirming a booking you accept our Terms and Conditions set out herein.

Appointments Attendance and Rates

1. **REMEDY IT LTD** will attend your home or offices at the agreed appointment. You agree to pay for the Services, at the following rates:

Residential customers – inc VAT

Call-out (including the first hour's attendance) - £25.00

For each subsequent half hour or part there of - £10.00

Business customers - ex VAT

Call-out (including the first hour's attendance) - £25.00

For each subsequent half hour or part there of - £15.00

REMEDY IT LTD's domestic working hours are Monday-Friday, 09:00 - 21:00, Saturday-Sunday, 10:00 – 17:00. Business working hours are Monday-Friday, 09:00 – 17:00. Both business and domestic services exclude English bank holidays. You must ensure that a responsible person remains at the relevant premises while **REMEDY IT LTD** employees are in attendance.

2. If you are paying with a company cheque or by electronic payment from an account associated to a trading/business name you will be charged business rates and fall under business conditions.
3. **REMEDY IT LTD** will endeavour to diagnose and/or remedy the problem(s) described by the Customer at the commencement of the appointment. If the problem(s) has not been remedied at the end of the first hour of **REMEDY IT LTD** attendance, **REMEDY IT LTD** will discuss with the Customer the options available. The Customer may ask **REMEDY IT LTD** to continue working on the problem(s) or make a further appointment. The Customer may terminate the appointment at any time. On termination the Customer will pay **REMEDY IT LTD** the amount incurred in respect of any additional time, if any, beyond the first hour's attendance.

Cancellation

1. If you need to cancel any appointment you must advise **REMEDY IT LTD** no later than 2 hours prior on the day of the appointment. **REMEDY IT LTD** reserves the right to invoice any Customer where cancellation occurs less than two hours prior to any appointment.

"No Fix No Fee" Policy

1. Due to the rising cost of fuel, we do not offer a No Fix, No Fee policy. If the information you provided was incorrect during the initial enquiry which then prevents us for completing the service there will be a minimum charge of £5.
2. If we can offer a solution to your problem, but you choose not to proceed then you will be charged for the time spent on site up to that point.
3. If we are prevented from resolving a problem because you do not possess the appropriate software disks, drivers or product serial numbers you will be charged for the time spent on site to that point.
4. If we diagnose a fault with your Internet Service Provider, even when the ISP attempt to deny any fault you will be charged the applicable rates for the time spent on-site up until that point.

Payment

1. Payment for Services must be made to Remedy IT Ltd on completion of your appointment. You must pay the amount stated on the **REMEDY IT LTD** invoice/work report or agreed verbally. **REMEDY IT LTD** will attend the Customer's premises for the period agreed by the Customer prior to or at the commencement of the appointment. Payment is to be made in cash, or cheque or by electronic bank transfer.
2. In the event of non-payment, default or dishonoured cheque **REMEDY IT LTD** will charge interest at the rate of 15 percent per annum from the date of the invoice up to and including the date payment is made in full.

Liabilities

1. This condition sets out the entire financial liability of **REMEDY IT LTD** (Including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of :
 1. any breach of this agreement;
 2. any use made by the customer of the Services, and
 3. any representation, statement or tortuous act or omission (including negligence) arising under or in connection with this agreement.
2. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
3. Nothing in these conditions limits or excludes the liability of the supplier:
 1. For death or personal injury resulting from negligence; or
 2. For any damage or liability incurred by the customer as a result of fraud or fraudulent misrepresentation by the supplier.
4. Subject to the conditions 2 and 3
 1. the supplier shall not be liable for :
 1. loss of profits; or
 2. loss of business; or
 3. depletion of goodwill and/or similar losses; or
 4. loss of anticipated savings; or
 5. loss of goods; or
 6. loss of contract; or
 7. loss of use; or

8. loss or corruption of data or information; or
 9. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
2. The Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this agreement shall be limited to the price paid for the Services.

Confidentiality

1. **REMEDY IT LTD** will maintain the confidentiality of the Customer's files and/or data and undertakes not to provide any Customer information to any third party save in the event it is lawfully required to do so. **REMEDY IT LTD** reserves the right to refuse the provision of Services for any reason including but not limited to circumstances such as the presence of unlicensed or illegal software or material or material of an obscene or pornographic nature on a Customer's computer. If for such reason **REMEDY IT LTD** terminates the Services the Customer shall be liable for and pay to **REMEDY IT LTD**, at that time, the charges incurred in respect of time spent, in accordance with clause 3 above.

Goods provided by **REMEDY IT LTD**

1. **REMEDY IT LTD** may make recommendations to the Customer or the Customer may request that a product be provided by **REMEDY IT LTD** in order that **REMEDY IT LTD** can perform the services. All expressed or implied warranties, description, representations and conditions as to fitness or suitability for any purpose in respect of the services, including in respect of any product, including but not limited to any item of software, hardware or peripheral provided by **REMEDY IT LTD**, are expressly excluded. For the avoidance of doubt, **REMEDY IT LTD** has no liability as to the suitability for the performance of the services, of any product manufactured, sold or supplied by any third party, whether or not that product has been recommended to the Customer by **REMEDY IT LTD**. Any hardware, software or equipment provided to the Customer shall remain the property of **REMEDY IT LTD** until full payment is received.

Return Visit and Complaints Policy

1. In the event of any dissatisfaction with the service provided by **REMEDY IT LTD**, the Customer should immediately contact **REMEDY IT LTD** on 01409 261485 or 01409 261775. **REMEDY IT LTD** will make an appointment for a return visit in order to try and rectify the problem. If the cause of the dissatisfaction was due to a matter beyond the control of **REMEDY IT LTD**, the Customer shall pay for the additional time incurred at **REMEDY IT LTD** normal rates. If the problem arose directly as a result of **REMEDY IT LTD** previous attendance no further charge shall be made.

Governing Law and Jurisdiction

1. This agreement and any dispute & claim arising out of or in connection with it shall be let governed by and constructed in accordance with the law of England & Wales.
2. The parties irrevocably agree to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with this agreement.