



IT Addicts Terms & Conditions

IMPORTANT!

Your Right to Cancel

You may cancel the contract for our Remote Support Service at any time before we commence supplying our service to you. We will tell you this when you contact us. (Please note that under the Consumer Contracts Regulations 2013) private consumers have the statutory right to cancel your contract with us for a maximum period of Fourteen working days beginning on the day on which the contract is concluded. Any work carried out prior to this 14 day right to cancel will be due.

These terms of service do not affect your statutory rights. If you require any advice or assistance, we would suggest you contact your local branch of the Citizens' Advice Bureau who should be able to help.

1. Our Agreement

1.1 IT ADDICTS provides home users, home office users (if you are a small business working from home) or small businesses with one-off assistance, advice, repair or technical support service for your computing devices either via an On-Site Service or Remote Support Service, by appointment or Subscribed Contract.

1.2 By ordering services from IT ADDICTS, you are entering into a Contract with us. The terms below are important and set out our obligations to you and what you are agreeing to.

1.3 The Contract between us will only be formed when we have received a reasonable description of your support request which falls within the scope of our services, received oral, written or by conduct, acceptance of our pricing structure and terms and. If we do not accept your order for any reason, we will refund any payments already made. If you visit us, the Contract will be formed when we indicate that we have accepted your offer to purchase our Services subject to these Terms by taking payment from you or when we commence the Services, if earlier.

2. Definitions

"IT ADDICTS" or "IT ADDICTS Engineer" or "engineer" means a member of the IT ADDICTS team only

"You" means the client who shall be treated as a business/ commercial or domestic client according to our reasonable discretion

"Home" means the place where you live or a home you own (either as a second property or as a landlord) that is a private domestic property, including any garage or outbuildings connected to your home.

"On-Site Services" means one of our IT ADDICTS engineers visits your home (or home office/ business premises if you are a small business) in order to perform technical support services for your computing devices.

"Remote Support Services" means securely accessing your computer from another location via your broadband (not dial-up) internet connection and/or advising you via the telephone, email or online chat.

"Hardware" means computer systems (excluding software) and related parts.

"Software" means software products whether owned by customer or licensed directly to customer from a third party.

"Data" means software, data, documents, information and/or other files.

"Product" or "Products" includes Hardware and Software.

"Service" or "Services" include assistance, advice or technical support services for your computing devices.

"Peripheral" means any device with an external connection to the computer system such as printers, monitors, webcam and scanners.

3. Customer acknowledgment

3.1 Customer acknowledges agreement with these Terms of Sale by the placement of an order to purchase a Service from IT ADDICTS via telephone or email.

3.2 Unless otherwise agreed in writing before work commences, between IT ADDICTS or our franchisees, and the customer, these standard Terms and Conditions apply to all work undertaken by IT ADDICTS on behalf of the customer.

4. Non-exhaustive list of types of work carried out and explanation of terms: -

Consulting: seeking advice from an IT ADDICTS engineer.

Diagnosis: Software and/or hardware, and/or system analysis, and diagnosis of existing and potential problems, improvements, usage and impacts.

Specification: Software and/or hardware, and/or system specification, based upon analysis of customer requirements input, environment, how used and needs.

Design: Supply of software and/or hardware, and/or system design(s), prototype(s) or production unit(s); including where appropriate - documentation, manual(s), spares kit(s), prototype(s) and production unit(s).

Contracting: Providing support based on a separate written agreement formed between you the customer and us the contracted.

Installation: Installation, cabling, setup and configuration of customer supplied equipment for customer's application within one building on one site.

Prices: All work is charged at rates detailed on our website. These prices are liable to change without prior notice or notification.

5. Terms of Payment

5.1 All customers who have not specifically agreed credit terms are immediately required to pay the full amount or remaining amount to be paid at completion of the agreed ad-hoc work.

5.2 For customers who have specifically agreed individual credit invoicing terms in writing, payment is on a 7 calendar days' net basis, from date of invoice, payable by cash, Credit/Debit card, BACS payment or bankers draft in the favour of "IT ADDICTS" and not to any other payee or nominee.

5.3 In those circumstances where we have agreed any credit terms with you in writing, if you fail to make full payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 8% a year above the base rate of the Bank of England. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with the overdue amount. In addition to the above interest we charge a debt recovery fee of £40 to further chase the debt after issuing a reminder email/letter.

5.6 The Contract will terminate upon completion of the agreed Onsite or Remote Support services work.

5.7 IT ADDICTS charges a minimum 1 hour's labour charge, which is payable upon agreement to booking an appointment, regardless of whether an engineer has remained on-site for a full hour.

5.8 IT ADDICTS engineers will send a full receipt via email to the customer upon payment. Copies of Invoices may be available upon request, at our discretion.

6. Commencement of Work

6.1 Work will commence at the prior agreed time and place, between IT ADDICTS and the customer, upon receipt of Purchase Order(s) via telephone or (at our discretion) by email or in person.

6.2 The customer will ensure that you or your representative (who must be at least 18 years old) must be present for the entire duration of our visit and have a basic knowledge of the service required or any problems encountered must be present, provide the IT ADDICTS engineer with the requested username/password/access details required to facilitate diagnosis or repair and will agree to follow our reasonable instructions.

6.3 Your computer system should have Microsoft Windows XP or later operating system. If you do not have these our IT ADDICTS engineer will still reasonably try and complete the requested service but as earlier Microsoft operating systems are not supported by the respective vendor, you agreed that your chances of a successful resolution may be limited. If any your software is or appears to be unlicensed or fails the vendor's activation procedure, we may not be able perform a repair without the need for you to purchase a valid software licence.

6.4 If you do not comply with any of the provisions of this Clause 6, our On-site Services may be denied and a cancellation fee of 100% of the cost of the Services may be charged.

6.5 The Contract will terminate upon completion of the agreed ad-hoc work.

6.6 Our services exclude support for the following:

- Linux-based, Oracle or Android operating systems
- Website design, PHP, Java or HTML creation or alteration or other online software services
- Video editing or graphic software tutorials
- Programming code or bespoke computer applications
- Apple or Microsoft software on Apple Mac devices

6.7 You agree to an AM or PM appointment window (meaning a IT ADDICTS engineer will arrive at any time within the morning or Afternoon). Our IT ADDICTS engineers will use reasonable endeavours to adhere to any appointment times for On-site Support, but we cannot always guarantee on time arrival. In case of delay, our IT ADDICTS engineer will normally contact you to advise you of any delay. From time to time factors outside our reasonable control mean that we may have to reschedule an appointment. In such circumstances you can reschedule or cancel the appointment without penalty.

7. Ownership

7.1 Ownership of goods, software, parts, services, or results of services remains the property of IT ADDICTS and is transferred upon receipt of all payments (cleared funds) in full.

8. Limitation of Remedies and Damages

8.1 Customer agrees that IT ADDICTS's liability and customer's sole and exclusive remedy pursuant to any claim of any kind, including, but not limited to, a claim in contract, tort, negligence or strict liability shall be (i) repair or replacement, at IT ADDICTS's option, of defective Hardware or parts thereof, or (ii) a refund of the price allocable to the defective Hardware or part thereof if IT ADDICTS is unable to effectively repair or replace such defect within a reasonable time. Customer shall not be entitled to a refund of any service charges paid to IT ADDICTS. Any replacement Hardware or parts shall be new or serviceable used Hardware or parts and are warranted for the remainder of the original warranty period. UNDER NO CIRCUMSTANCES SHALL IT ADDICTS OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY WHATSOEVER FOR ANY COMPENSATORY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR

REVENUE, LOSS OF USE, LOST PRODUCTION, LOST DATA, OR COST OF REPLACEMENT HARDWARE OR SOFTWARE.

8.2 Customer acknowledges and agrees that the performance of certain repair services to customer's Hardware by IT ADDICTS may void certain warranties provided by the manufacturer of such Hardware. CUSTOMER ACKNOWLEDGES AND AGREES THAT UNDER NO CIRCUMSTANCES SHALL IT ADDICTS. OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY WHATSOEVER FOR ANY ACTUAL, COMPENSATORY, PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES AS A RESULT OF THE VOIDING OF ANY SUCH WARRANTIES.

9. Errors and Omissions

9.1 IT ADDICTS makes every effort to ensure the accuracy of the information published in our literature, quotes and on our Web site(s). However, the documents and graphics published on this site may contain technical inaccuracies or typographical errors. IT ADDICTS makes no representations about the suitability of the information and graphics presented on this site. All such documents and graphics are provided "as is" without warranty of any kind.

9.2 If an error is made and a product is listed at an incorrect price, IT ADDICTS shall maintain the right to refuse or cancel any orders placed at the incorrect price. If the order has been confirmed and charged to your credit card, IT ADDICTS shall immediately issue a credit in the amount of the incorrect price.

9.3 We do not guarantee IT ADDICTS prices listed on other Web sites or price engines.

10 Standard Disclaimers

10.1 Warranties

Unless described in the exceptions section, all hardware is warranted for 6 months from the date of supply. This applies only to the parts supplied by IT ADDICTS, and all warranties are voided if the product is not as sold, modified by customer or parties acting upon the customer's behalf, or the product is used or has suffered from use or events that it was not designed for, or beyond the control of the customer and/or IT ADDICTS. This also include faults caused by the failure of other components after the repair has taken place, or by faults caused through the incorrect use of software or downloaded material, or by faults arising from accidental damage or incorrect use of the product. Any warranty on services or results of services are made solely at the discretion of IT ADDICTS.

All warranties commence from the date of invoice or receipt to the customer from IT ADDICTS.

10.2. Customer Specified/Supplied Equipment

10.2a Where work is carried out using equipment and/or software and/or procedures and/or facilities, supplied or at the instruction of the customer, which is then found to be faulty, all work

carried out to identify and rectify the problem is chargeable in addition to any quote or order at the suitable rate to the customer. Whether directly instructed to carry this out or not by the customer, when this has to be carried out in order to complete the work for the customer.

10.2b All warranties on any such repairs, modifications and/or rectification of problems, are the responsibility of the customer to arrange with parties who actually perform said tasks.

10.2c These conditions are liable to change from time to time, without prior notice or notification.

10.2d If you are a consumer, please note that these terms, their subject matter and formation, are governed by English law as compliant at time of invoicing with the laws of England & Wales.

10.2e If you are a business, these terms, their subject matter and formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

10.2f All statutory rights to be unaffected. The rights in relation to any guarantee we give you apply in addition to, and do not affect, your legal rights under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982, or any replacement legislation. You can get advice about your rights from the Citizens Advice Bureau or Trading Standards Department.

10.2g We and you do not intend that any of these terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

11. Disclaimer

11.1 IT ADDICTS makes every effort to ensure that the information published on our website is correct. However, we do not either warrant or assume any legal liability for the accuracy of any information disclosed.

11.2 IT ADDICTS is not responsible for the contents of any off-site pages or links referenced. The presence of a hyperlink from a page does not imply any kind of endorsement of the content of these pages or links by IT ADDICTS.

11.3 IT ADDICTS cannot be held responsible for any special, direct, indirect or consequential loss or damage to users' computers resulting from the use of this website or its services.

11.4 If any court or competent authority decides that any of the provisions of these Terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.