

TERMS OF BUSINESS

These "Terms and Conditions" will apply to and govern all Contracts under which The Computer Man, its affiliates, subsidiaries, agents or contractors acting on its behalf agree to supply goods and services, and shall prevail over any terms and conditions of the client/customer, whether referred to in the client's order, or in correspondence and elsewhere, or implied by trade custom practice or course of dealing. Any purported provisions to the contrary are hereby excluded or extinguished. No variation of these terms and conditions shall be effective unless previously agreed in writing.

Security

It is the customers responsibility to ensure that prior to The Computer Man starting work on its computer system or other electronic installation, that all critical data has been backed up, and that appropriate recovery procedures are in place. It is the customers responsibility to back up all files and folders. The Computer Man cannot accept liability for any loss of data and/or information during any repair, upgrade or diagnosis.

Software Licensing

It is the clients responsibility to comply with the terms of use, distribution, duplication and other requirements whether public or private in origin applicable applied to any software supplied through The Computer Man. Public Domain Software In the case of software that is available as "freeware", "shareware" or otherwise supplied from the public domain, such software is supplied to the client on an "as is" basis. The Computer Man makes no warranty as to fitness for purpose, performance or as to freedom from embedded malicious software.

Maintenance of Protection

It is the clients responsibility to ensure that the specific effectiveness of any software supplied by The Computer Man is maintained, by acquisition from the original developer of such database files, programme patches or other revisions, as may be available from time to time.

Privacy

It is the clients responsibility to ensure that all applicable civil liberty legislation and personal privacy safeguards are complied with when using software supplied by The Computer Man, both those enshrined in UK and EU law, and those included in any telecoms service contracts entered into by the Client.

Payment Prices

Prices charged are published and available in our workshop premises. Payment shall be made on checking in machines for diagnostics and the balance due on completion and or collection of the laptop or Personal Computer.

Delivery

The dates for delivery of goods, completion of repairs, supply of materials or execution of activities mentioned in any quotation, verbally or acknowledgement of orders are approximate

Ownership of Goods

Title to the goods shall only pass to the client upon payment in full of all sums owing or due to The Computer Man

Risk

Risk in the goods passes upon delivery to the client. Where material is transmitted electronically, risk will be deemed to have passed the moment of transmission – not of receipt.

Liability

The Computer Man shall under no circumstances be liable for any loss, damage, expense or injury of any kind. Whether direct, consequential or otherwise, arising in connection with the execution of a contract, repair or the use or failure of the goods supplied or any defect in them, or from any other

cause whether or not due to the acts or omissions of The Computer Man, its staff, contractors, or its agents, in excess of the contract invoice value.

Force Majeure

The Computer Man shall not be liable to the client for any loss or damage which may be suffered by the client as a result of the delivery of goods, materials or the execution of a contract being delayed prevented hindered or made uneconomic by reason or circumstances or events beyond The Computer Man control including, but not limited to: (a) Act of God, or riot, strike, lock-out, trade dispute, labour disturbance, restriction or ban on overtime, accident, fire, flood or storm difficulty or increased expense or; (b) Failure by the client to give adequate instructions or supply the necessary information in due time or (c) Failure by any third-party to carry out their part of the work or otherwise perform their obligations when required.

Claims

All claims in respect of material, goods or non-execution of the Contract must be made in writing and received by The Computer Man no later than fourteen (14) days of the date of delivery to the client or the clients premises. In the case of electronic transmission, from the date of transmission.

Waiver

Any waiver by The Computer Man of any breach of any term of these Terms and Conditions shall be valid only if given in writing.

Severance

The Computer Man and the client believe that these Terms and Conditions are reasonable. If any provision shall be held to be contrary to applicable law, such provision shall be severed from the remainder, and the remainder shall continue in full force and effect.

Notices

Any notice hereunder shall be deemed to have been duly given if sent pre-paid first class post, fax or e-mail to the party concerned at the address specified.

All contracts to which these Terms and Conditions apply shall be governed and construed in accordance with the laws of England and Wales, and the parties hereby submit to the jurisdiction of the courts of England and Wales

The Computer Man is a trading name of Computerbits Ltd, Registered in England & Wales Co No 7911006