



Repairs

# Plymouth Computer Solutions

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Tuition

Find me on

**Checkatrade**

## TERMS AND CONDITIONS OF BUSINESS

I always endeavour to provide a timely, honest and considerate service - either in repairs, or tuition. In my experience, it is rare that a device is totally beyond repair. With that said, specific results can never be guaranteed. It may be that the client's equipment is beyond economic repair and if so, I will, in collaboration with the client, seek to recover required data, or to abandon the whole process if costs prohibit such. Examples include the equipment being too old, what is expected is beyond a unit's capabilities, or replacement parts may now be obsolete. Occasionally, the length of time required to service or repair equipment cannot be predicted due to previously unknown repairs, issues or processes. I will always advise based on my past experience with comparable equipment.

All Remote services are subject to the same terms set out in this agreement.

### RESPONSIBLE COMPUTER OWNERSHIP

***Regular back-ups are part of responsible computer ownership and should be undertaken by the client prior to giving the equipment to me for repair or service. I am always happy to offer support in preparing and managing the backup process before work commences. The very process of working on computer equipment means there is a potential, however small, for data loss. Plymouth Computer Solutions cannot be held responsible for any potential loss of data or non functionality of software arising out of a repair or service to equipment.***

### DATA LOSS

Several threats exist which can result in the corruption or loss of data stored on a computer, drive or medium.

Data loss can result from:

- hardware failure due to its age or general wear and tear over time
- user error
- system contamination
- magnetic pulses or fields

The media and the mechanical components (CDs, DVDs, HDDs, SSDs & memory modules) are sure to fail at some point over time, resulting in the gradual or total loss of data. Whilst SSD drives and memory are seen as more robust due to them having no mechanical components, these too can also fail.

User error can also cause loss of data since users have the ability to erase the entire contents of a magnetic drive, SSD drive or memory. If a backup of the data - that has been accidentally - erased does not exist, it may be possible to recover the data but this is a lengthy process and cannot be fully guaranteed.

Data loss can also occur as a result of system contamination, usually caused by malware or virus. Computer malware and viruses can be introduced into a system in a number of ways and can result in the corruption or deletion of data. Therefore; whilst Plymouth Computer Solutions will take great precaution to preserve clients' data, I will not be held liable for data loss under any circumstances. If data exists that must be preserved, I recommend clients create at least two backups and that one of these is stored off-site to avoid loss from fire, flood, theft or other circumstance.

The client is responsible for backing up all software, data, e-mail and passwords on their computers, network and other data storage devices before work is scheduled to be performed by me. Plymouth Computer Solutions shall not be held responsible at any time, under any circumstances, for any loss or corruption of any software, data, operating system, or files as detailed above - nor will Plymouth Computer Solutions be responsible for ensuring the restoration of lost data. In collaboration with clients, I am happy to support you in backing up the data in which I am instructed (taking account of the terms above). For UK General Data Protection Regulation (GDPR) purposes, I will not store any client files in any form.

Clients are advised to make a secure mental, paper or digital note of their passwords prior to any device issues. I am happy to support clients in constructing passwords, but make no note of them myself. Please be aware that passwords are not usually recoverable following system corruption or data loss, and that product keys may not be obtainable. E-mail data and configuration settings stored on the machine can be particularly difficult to ascertain if the computer is not fully functional.

### SOFTWARE

It is not usually possible to retain any user installed software on a device unless you have the installation discs, download link alongside any product keys relating to it, or the system is restored from a backup partition from the original manufacturer. The client

understands and accepts that occasionally, some applications may no longer work properly after a repair, due to the installation of different hardware or software. I am happy to support clients in reconfiguring or reinstalling any such legitimately owned applications.

#### ACCIDENTAL DAMAGE DISCLAIMER

Please be aware that some repairs carry a risk of damage (e.g. replacing a cracked laptop screen) and, although Plymouth Computer Solutions take extreme care, I cannot be held liable for any damage while carrying out the work. Also, please note that I will not accept any responsibility for damage whilst in transit via a courier or the postal system.

#### SUPPLIER or MANUFACTURER WARRANTIES

Clients need to be aware that if their equipment is still under warranty with a supplier or manufacturer, activities undertaken by me may invalidate that warranty. Warranties range in length so it is advisable to check the terms and conditions of any such warranty, or to contact the supplier or manufacturer who issued the warranty, before entering into this agreement. I will not be held responsible if warranties become invalid.

#### LIABILITY

I seek to be exceptionally careful with all client's equipment, however, any hardware disassembly incurs the risk of damage to both data and equipment. Your equipment will **never** be intentionally harmed. Sometimes a computer component may fail during the repair or service operation due to the additional testing activity and load placed upon it over several hours. Sometimes components will have aged and become fragile. Clients agree to not hold Plymouth Computer Solutions responsible if this be the case, or if the computer should fail after the repair or service. Service(s) are provided in an effort to fix, upgrade, transfer or otherwise repair the device(s) for which the request was made. In the case of accidental damage to equipment, including data loss caused by already existing problems in a system such as a virus, poorly configured software, user error, hardware problems or hardware failures; clients agree to not hold Plymouth Computer Solutions responsible for any loss or damage caused through or by such services.

If it is found that the service or repair was incorrectly diagnosed by me; then Plymouth Computer Solutions will perform the repair/service free of any labour charge and only required parts will be charged to correct the problem.

#### PAYMENT TERMS

Plymouth Computer Solutions publish a guide to repair which is available upon request. Due to the nature of computer repairs, it is often difficult to be wholly accurate as to the final cost until the work is completed. In the case that I foresee a deviation on the quoted cost of the job, I will make every effort to contact said client and receive authorisation to continue or stop at a predetermined limit. In the case I am unable to reach the client, I will postpone any work until communication ensues. Full payment is due immediately upon completion of the job. Failure to pay may result in your equipment being held, sold and / or the debt being turned over to a collections agency and reported to a credit bureau. Clients will be responsible for all collection agency, litigation or courts costs incurred by me for any failure to pay. Any equipment not collected within 30 days of notification of completion may be disposed of.

#### DECLARATION

I confirm that I am the authorised representative or owner of the equipment on which work is to be commenced. I and / or those I represent understand and agree to not hold Plymouth Computer Solutions responsible for any of the potential eventualities detailed above, including, but not limited to, loss of data or any accidental damage caused to the equipment. I understand that Plymouth Computer Solutions will not be held liable for any damage incurred to my system whilst being worked on or in transit - whether that is to or from the workshop. I agree to pay labour charges and other fees as detailed above under "Payment Terms" and understand that all charges and fees are payable - even if my problem is not resolved, or if it is decided not to continue with the repair work. I confirm that I have been provided with this document before the commencement of any work. I have read through and understand it and have been allowed to discuss it if I feel necessary. I agree that the effect of this document will continue beyond the time of this service and will apply to future services that I request from Plymouth Computer Solutions, until I inform Plymouth Computer Solutions in writing otherwise. I consent to the company holding my data and contact information as part of an ongoing relationship for repair, support and tutoring services for as long as is felt necessary. I understand that I can request in writing to see what data is held on me and can request that any such data be deleted provided that such information is not required to be kept by the business for legal purposes.

Customer Signature:

Date: