



# Terms of Business

1. Preamble. Subject to the terms and conditions of this Agreement, the person named on the Work Order (hereafter referred to as the 'client') hereby engages IComputerCare to perform the services set forth on the Work Order, and IComputerCare accepts such engagement.
2. Trading status. IComputerCare is the trading name of Eugene Gardner, the sole proprietor of the business.
3. Auction sales. IComputerCare acts as an agent when buying or selling items for the client. Upon successful sale, IComputerCare will pay the client 80% of total receipts less costs incurred in listing, receiving payment, packing and posting the item. For each item that achieves in excess of one hundred pounds the returned amount above that sum becomes 90%. A minimum fee of five pounds plus reasonable costs will be payable whether the item sells or not. The client authorizes IComputerCare to represent them in all matters relating to the sale and once listed, auctions will run the full course. Although IComputerCare is fully insured, the client understands that insurance coverage for all items is primarily provided by their own homeowner's insurance.
4. Confidentiality. During the engagement, IComputerCare may become acquainted with usernames, passwords, personal information, trade secrets, customer lists, accounts and processes owned or licensed by the client or used in connection with the operation of their business. Such information will be treated as confidential except where otherwise required by law. IComputerCare may, but is not obligated to, retain a record of the client's contact details, the engagement, backup files and the specifications of any equipment or software worked on, for its own use and as required by statutory authorities; such records will not be made available to third parties. The client will confirm all passwords, encryption keys, preferences & filters as required when IComputerCare's work is completed.
5. Fees. In consideration of performance of the services described on the Work Order, the client will be invoiced and agrees to pay for time spent working on the engagement at the rate of forty pounds per hour for work principally undertaken at IComputerCare's workshops or fifty pounds per hour, for work undertaken at the client's premises. The words 'fixed price' noted on the Work Order, show the final price after discounts, excluding payments, not taking into account the amount of time taken to complete the tasks listed. Appointments cancelled by the client with less than twenty-four hours notice are chargeable at twenty pounds. Please note that chargeable time outside 9am to 6pm Monday to Saturday is one and a half times the current rate, although as a concession, this is often waived. The client shall not withhold taxes or any other stoppages with respect to IComputerCare's fees.
6. Payments. The invoice becomes due once all work has been completed. Any invoice settled full within seven days of the invoice date, will attract a discount of five pounds per complete hour. Where payment is made on-line (by credit or debit card), an additional three percent of the grand total will be payable. Any invoice not paid within 21 days from the invoice date will incur interest of 2% per month. Costs of debt recovery and interest accrued until judgement may be added to sums outstanding should enforcement become necessary.
7. Work Order Costs. When travelling to clients' premises, the first forty miles are not charged. Miles thereafter are chargeable at the standard rate of forty pence per mile. These costs do not include the provision of hardware, software or other disbursements such as subcontractor payments. The client agrees to bring unsatisfactory work or supplied items to IComputerCare's attention in writing as soon as practicable.
8. Licensing. The client confirms an understanding the relevant features of the retail, academic and manufacturer licences for the computer and accepts responsibility for the activation, registration and licensing of the hardware and software installed. The client also owns or has the authority of the owner in respect of the equipment that IComputerCare is to work on. The client understands that services provided by IComputerCare may void product warranties relating to equipment and/or software and indemnifies IComputerCare against liability in respect of any such breach. The client authorizes IComputerCare to agree to Terms of products requested by the client.
9. Tools. In order to resolve the issue(s) listed on the Work Order, IComputerCare may install software or hardware on the client's computer.
10. Utilities. The client agrees to make available to IComputerCare such resources (e.g. documentation, peripherals, installation disks, registration codes or keys, passwords, account names, electricity supply and Internet connections) as may be required for completion of the work, without charge. Time spent by IComputerCare staff waiting for equipment to become available, software or data to upload, download, backup or install will add time to the chargeable labour costs.
11. Goods. Where quoted components are not available as previously offered to IComputerCare, alternates of similar specification may be substituted.
12. Uncollected/abandoned items. IComputerCare will take reasonable steps to trace the original owner of the goods. If IComputerCare is unable to trace the owner of the goods, then the goods will be sold. If the owner is traceable then the owner of the goods will be given reasonable time to collect the goods. If the owner owes IComputerCare money, this time period will be three months. In such circumstances, two notices will be served upon the owner, before the goods are sold. IComputerCare will retain monies from the sale to cover repair costs and reasonable expenses. All remaining monies will be kept on account, to be collected by the owner (claims must be made within six years).
13. Warranty. IComputerCare warrants that it will perform the services described on the Work Order with reasonable skill and care. A 'No fix-No fee' guarantee is offered, which means that IComputerCare will not charge for time spent where an issue noted on the Work Order is unable to be substantially resolved. IComputerCare will charge a reduced rate at its discretion where only a partial solution is provided, where work has been undertaken with reasonable care and skill. This is subject to reasonable time being allowed for diagnosis and resolution, and acceptance of IComputerCare's recommendations. This warranty does not cover IComputerCare's time when acting as an intermediary between the client and third parties, or services provided, or work undertaken by third parties. It also does not include disbursements, nor fault diagnosis.
14. Loans. Any equipment lent to the client must be returned on request in the same state of repair as it was received. Any initially missing, malfunctioning or broken components will be noted on a signed receipt form prior to loan commencement. Repair of damage or loss however occasioned is chargeable to the client at current replacement rates for latest versions of no less function. Equipment hire is chargeable at the rate of three pounds per day or part thereof; where not invoiced, this is waived as a concession. The client should take reasonable care of the equipment and ensure it is used safely and according to normal practices.
15. Backups. The client is responsible for taking and storing verified backup copies of all software on any equipment to be worked on by IComputerCare. Notwithstanding IComputerCare's right to take precautionary backups, the client's backups may be relied upon for use by IComputerCare as part of the resolution to the problem(s) described on the Work Order. The client will note on the Work Order, any programs or packages for which the original source installation disk and the registration codes are not available, before commencement of the work.
16. Additional Work & Costs. If further work is required that is not noted on the Work Order, the Client will be contacted. It is the Client's decision to either agree or refuse the extra work that may be required.
17. Liability. IComputerCare will use all reasonable efforts to resolve problems described on the Work Order. In respect of business contracts, we shall not in any event be liable for losses related to any business of the Client such as lost data, profits or business interruption. Apart from personal injury or death due to negligence of IComputerCare staff, IComputerCare will not be liable for losses that were not reasonably foreseen when the agreement was made. IComputerCare will also not be liable for other losses other than those due to a breach or act of negligence by IComputerCare. All known damage and faults shall be noted on the Work Order even if no repair is required.
18. Jurisdiction. This, together with the Work Order, constitutes the entire and only agreement between IComputerCare and the client. The laws of England shall govern its validity, terms and the interpretation of the rights and duties of the parties. Paragraph headings are for reference and do not form part of these Terms. These Terms are copyright protected.
19. This does not affect your statutory rights. If the client requires advice about these rights, please contact Consumer Direct on 08454 040506 or visit the website – [www.consumerdirect.gov.uk](http://www.consumerdirect.gov.uk) These Terms are certified as approved by the Trading Standards Department.
20. The client has the statutory right to cancel this contract within seven days. By signing the Work Order the client is authorising work to be started immediately. If cancellation is exercised after work begins, a reasonable charge for work already done becomes payable.