

# Terms and Conditions

The terms and conditions set forth below are a legal agreement between you (the Client) and ILL IT Solutions and its associated companies. These terms and conditions shall apply to all goods and services supplied to the Client by ILL IT Solutions.

By accessing these terms and conditions, browsing this website, the Client acknowledges that they have read, understood and agree with the terms and conditions stated including exclusions and disclaimers in respect of liability and loss arising from the supply of goods and services to you the Client.

These terms and conditions do not affect the Clients statutory rights.

## **Commission Agreement**

By commissioning us "ILL IT Solutions", you are entering into a contract with us. The following terms and conditions set forth are our obligations to you and what you are agreeing to.

## **Terms and Terminology**

In these terms and conditions, references such as "our", "we", "us" and "their" refers to ILL IT Solutions.

The use of headings in these terms and conditions is for convenience only and shall not affect the interpretation of the terms and conditions under the headings.

## **Authorisation**

By commissioning ILL IT Solutions, the Client authorises the inspection and evaluation of the equipment to determine the nature of the repairs required and provide an estimate of repair cost and the time scale involved. The evaluation is free of cost to the Client and no work beyond the evaluation will be charged without explicit Client approval.

ILL IT Solutions when commissioned to carry out repairs also have the necessary permission from the Client to replace components with new or used devices of a similar or better design and capability.

The Client also authorises ILL IT Solutions, its employees and agents to receive and transport equipment to and from the Clients premises to the offices of ILL IT Solutions.

## **Repair Order Process**

To process your equipment repair we complete a booking in form and request the following information:

- Name
- Address
- Landline contact number
- Mobile contact number
- Email address
- Computer passwords (this is removed after the job is marked as completed and is not stored for longer than the job at hand)
- Job/fault Description

After gaining your prior consent using the form we may use your details collected for marketing purposes, surveys of your Service received and or for you to join our Newsletter straight to your inbox however, we will not rent, sell or past your details to any third party unless for legal reasons.

## **Client Legal Rights**

The Client is the legal owner of the computer equipment handed over to ILL IT Solutions for repairs. It is also acknowledged that all data stored on the computer equipment is the Clients property and we are not permitted to access this data without the explicit permission of the Client.

## **Payment**

Payment is due in full upon completion by acceptable means the payment methods we accept are cash, all major credit and debit cards and by prior Acceptance by invoice (business customers only). We unfortunately cannot accept payment by cheque, prior to the release of the equipment whether shipped to the Clients address or picked up from our shop.

If we have given prior agreement of Payment on Invoice, payment in full must be made within the dates and terms set out clearly on the invoice. Beyond these dates we reserve the right to add an additional 2.85% to the invoice total or £25 penalty onto the total invoice for each month of non-payment.

Overdue payments may place the Client on credit hold. This means no further services, repairs or equipment will be supplied or made available to the Client until all previous payments are paid in full. ILL IT Solutions may at its discretion withdraw facilities to allow a client to pay by invoice at any time.

Refunds where applicable (if items are tested as faulty with original packaging and original receipt of purchase within 7days) will be refunded by the original payment method this cash or credit/debit card used when paying for the goods. Otherwise store credit will be issues up to 10 days after this time.

In circumstances when goods are supplied, you will only own these goods when payment in full is received.

Special orders of Accessories, Computer parts, hardware, and software or those that need to be specially ordered to complete a repair must be paid for in advance.

**Estimate for Repairs**

Upon initial inspection of the equipment, an estimate will be provided for the necessary repairs. We reserve the right to take a deposit of up to 50% for goods and services prior to the commencement of the works.

The acceptance of an estimate or quotation for a service or repairs and instruction to proceed by the Client either verbally by telephone or in person, or in writing (including email) shall be deemed acceptance of these terms and conditions, agree to a flat fee diagnostic charge of £25 if I decline repair work for any reason. ILL IT Solutions will credit this charge against the overall cost of any recommended repairs on the computer shown on the booking for if agreed and works carried out by us within 7 days of the date on the form.

**Availability of Goods and Services**

Goods and services are subject to availability. If for whatever reason we are unable to supply any goods or services we will not be held liable for any compensation or damages as a result of the non-performance.

**Booking a Service**

You can book a repair service by either calling to our premises where a member of the team will happily book in your equipment and give you a receipt.

**Home or Business Call Out Requests**

If you require a home or business call out this will incur additional charges which will be conveyed in the quotation for the repairs. Home or business call outs are subject to availability of suitable engineers and allocated on a first come, first serve basis.

These requests can be booked in person at our shop by email or telephone we will be confirmed by either telephone or by email when your call out is booked.

If a home or business call out is booked and access is not gained at the agreed allotted time the Client will be subject to a charge equivalent to 1 hour our standard hourly rate.

In the event when we cannot make the appointment at the agreed time due to factors beyond our control you will be contacted in advance advising you of the situation and re-schedule an appointment as soon as reasonably possible at a mutually convenient time. If this happens and you wish, you have the right to cancel your service or repair request. A full refund will be offered for any payments made in advance.

**Cancellation of a Call Out Service Request**

You may cancel an agreed home or business call out at any time up to 4 hours prior to the agreed appointment time by telephone or email or in person in our store. Cancellations made in sufficient time will be entitled to a full refund of any funds paid in advance.

If you cancel or change an appointment within 4 hours prior to the agreed time, the Client will be subject to a charge equivalent to 1 hour our standard hourly rate.

Service or repair cancellations can be communicated by any of the following:

- Email
- Telephone
- in person at our store

If no one over the age of 18 years is available when an engineer calls to the Client's premises, a note will be left confirming the call out. A new appointment can be re-scheduled however, the Client will be subject to a charge equivalent to 1 hour our standard hourly rate in addition to the costs of the service or repairs.

**Delivery of Goods and Services**

At the time of the order, we will endeavour to confirm a time scale for the service or repairs. There may be instances when the delivery of the service cannot be achieved due to circumstances beyond our control. All delivery times indicated should be considered approximate and we will not be held liable for compensation, damages due to a late or non-delivery.

If equipment is delivered back to the Client in a damaged or faulty state, you must inform us within 24 hours of the fault. We will arrange replacement or repair of this item. If you fail to inform us within 24 hours, we shall have no liability for the goods damaged on delivery. This does not however affect your statutory rights.

**Our Collection Policy**

Any equipment left with ILL IT Solutions and unclaimed for 60 days, may be sold to cover any outstanding payments or destroyed/recycled. Before disposal all personal data will be irrevocably destroyed to protect your privacy. We will make every effort to contact you using the means stated on this form, you must advise us if this information is inaccurate. If we are not able to reach you within this timeline regardless of the reason, you will require prior written agreement to extend this period before sale or disposal. After this period, ILL IT Solutions shall have no liability to the Client or any third party.

**Non Compatibility Software and licencing**

If the client's device's operating system is reloaded, programs such as Microsoft Office, Word, Excel, Anti-Virus Software etc may not be present on receipt of my repaired device and the client understand they will need to provide the original installation media if we are to re-install these software.

The Client understands and accepts that some software applications even when providing licensing and media may no longer work correctly after a repair has taken place. This may be due to the installation of the latest hardware or software. It is therefore we cannot accept any responsibility for this.

### **Backing Up Data**

ILL IT Solutions will make every possible effort to preserve the Client's data and files, however it should be noted that there are NO GUARANTEES whatsoever that the Clients data and files will remain intact after the repairs.

IT IS THEREFORE THE CLIENT'S SOLE RESPONSIBILITY TO ENSURE THAT ALL THE DATA AND INFORMATION STORED ON THE COMPUTER EQUIPMENT REQUIRING REPAIRS IS APPROPRIATELY BACKED UP TO OTHER STORAGE DEVICES PRIOR TO HANDING OVER FOR REPAIRS.

Charges will be incurred if ILL IT Solutions has to perform a lengthy backup procedure to protect the Clients own data in order to complete the repairs.

We cannot be held responsible for the following during the repairs:

- Loss or corruption of data, files, information or records;
- Any loss of business goodwill
- Any losses attributed to the interruption to business activity while equipment is out of service for repairs
- Failure by the Client to follow our reasonable recommendations, instructions and advice to back up data
- Any losses you may suffer arising from failure to use anti-virus software
- Any loss considered to be unforeseeable
- Damage resulting from viruses or other malicious software that may have been transmitted during servicing or repairs and therefore escaped detection

ILL IT Solutions will not be liable for any damage caused to other equipment by parts supplied following any repair.

### **Confidentiality of Data Stored on Computer Equipment**

ILL IT Solutions, its Employees and Agents agrees not to disclose to a third party any information or data files stored on or recovered from the Client's equipment during the service or repair. Unless there is a legal reason to do so.

### **Limited Liability**

Whilst ILL IT Solutions shall make every effort to preserve the integrity of equipment left for repair or service the Client agrees not to hold ILL IT Solutions liable for any accidental damage to the said equipment including but not limited to – casing cracks, scratches, deformations, theft of the equipment etc. some non-serviceable and sealed devices (such as iPads / Tablets etc) are impossible to dismantle for diagnosis or repair without physically damaging the device to gain entry into it and the worst case cost will be included in the quote the cost to carry out this repair work on your device.

Additionally, ILL IT Solutions cannot be held liable for any loss of data, loss of revenue or profits, or any incidental, contingent, or consequential damages, howsoever caused either prior, during a service or upon completion of a service.

ILL IT Solutions liability of any kind with respect to services undertaken, including any negligence on its part, shall be limited to the contract price for the services provided.

Furthermore, should ILL IT Solutions, its employees or agents offer any advice or recommendations to a Client as to the use of computer equipment, storage, use of software applications confirmed by whatever means is used entirely at the Clients own risk and accordingly ILL IT Solutions shall not be held liable for any such losses associated with such advice or recommendations.

### **Warranties**

ILL IT Solutions provides a 30-day warranty on labour only repairs carried out on computer equipment requested by the Client. ILL IT Solutions makes no warranty for data or computer files either expressed or implied. ILL IT Solutions disclaims any data warranty of any kind. If the same problem re-occurs within 30 days of the original repair, ILL IT Solutions will undertake the repair again without charge. However, charges will be incurred should additional parts are required. This warranty excludes faults caused by viruses or software issues or those caused by misused and or damage caused by the client.

All computer parts supplied by ILL IT Solutions are new unless otherwise stated and aged with the client and come with a 1-year manufacturer's warranty from the date of the repair. In some instances, we may offer the client second hand or used parts at a reduced cost. The Client will be consulted if they are willing to accept second hand or used parts prior to fitting. No warranty will be provided with second hand or used parts.

Any warranty offered will become invalid if the manufacturers marked label is removed or tampered with in any way from the parts installed during a repair.

Parts are only covered under warranty that fail due to manufacturing defects for the said parts and confirmed by the component manufacturer. Should the part fail because of mishandling of the computer equipment or inadequate subsequent servicing or failure from "fair wear and tear" the warranty becomes invalid.

Damage to a computer system or its components supplied by ILL IT Solutions under a repair contract caused by a power surge or spikes, including but not limited to mains power and telecoms connections or other unspecified sources e.g. voltage fluctuation, amperage fluctuation, water ingress are not covered under the warranty.

Furthermore, the warranty does not cover for any loss or damage due to negligence, mishandling, accidents, theft, water flooding, war outbreak, electrical storms, fire outbreak, earthquakes, or any other act of God.

#### **Manufacturers Warranties**

During the performance of our services, we may affect a manufacturer's warranty validity. It is the Clients responsibility to determine the consequences of our services on any manufacturer's warranty and take the appropriate action necessary.

#### **Misquote**

If we provided a quotation and subsequently discover that the quote is incorrect, we reserve the right to cancel the order and return your equipment without any repairs carried out. We will contact you at the earliest convenience to advise you of the situation and you will be given the option to proceed based on a new revised quotation or the order can be cancelled.

If you choose to cancel the order, any monies paid in advance for the repairs will be refunded in full.

#### **This Agreement**

All contracts formed between ILL IT Solutions and the Client shall be governed by and construed in accordance with and governed by the laws of Great Britain and Northern Ireland.

Each party agrees that any disputes not resolved by the normal complaints procedure will be submitted to the court within the jurisdiction of Great Britain.

#### **Correctness of Information and Disclaimer**

Although every effort is made at all times to make sure the information contained in our website and in our documentation provided is accurate, current and reliable information, it should be recognised there is a possibility of errors in the information contained within. ILL IT Solutions expressly denies any warranty of the accuracy and reliability of any information provided in their website or documentation. The ILL IT Solution's shall not be held liable for any losses caused by anyone's reliance upon the accuracy and reliability of the information contained within.

We reserve the right to amend the content of our website and or our documentation at any time without prior notice.

We cannot accept any responsibility for other websites we do not control, which may be linked to or from our website.

It should be noted, that services and or products indicated in this website might be altered, modified or discontinued at any time without prior notice. It should also be noted that all published fees for services, repairs and or products are subject to change without prior notice.

ILL IT Solutions has the right, at their discretion, to refuse the supply of goods and services.

ILL IT Solutions reserves the right to change their terms and conditions at any time without prior notice.