

General Terms and Conditions of Service

1. Applicability

1.1 Agreement: These Terms and Conditions govern the legal relationship between Cranfield IT Solutions, a trading name for Matthew Cranfield, and Computer-Repair-Sussex, also a trading name for Matthew Cranfield, hereinafter referred to as 'the Service Provider,' and the Client. By engaging the services of the Service Provider, whether through written confirmation, verbal acceptance, or other means of acknowledgment, the Client agrees to abide by these terms. This agreement applies to all services provided by the Service Provider and supersedes any prior agreements or communications, oral or written, between the parties.

1.2 Applicable Law: This agreement and any disputes arising from it shall be governed by and construed in accordance with the laws of the United Kingdom. The parties irrevocably submit to the exclusive jurisdiction of the courts in the United Kingdom for the resolution of any disputes that may arise under this agreement.

1.3 Business Address: The Service Provider's business address is located at 17 Fallow Drive, TN21 OFY. Clients are advised that this is a private residence and is not open for client visits. All services are rendered either on-site at the Client's location or remotely via digital tools as agreed upon by both parties.

2. Quotes, Orders, and Pricing

2.1 Hourly and Fixed Fees: The Service Provider charges for services either on an hourly basis or as a fixed fee, depending on the nature of the service and prior agreement. When an hourly rate applies, the Client will be informed of the estimated number of hours required for the service. If a fixed fee is agreed upon, the Service Provider will provide the Client with a detailed quote specifying the total cost for the service. If for any reason the quote needs to be revised, the Service Provider will notify the Client in writing, providing a clear explanation of the changes. Any disputes regarding the quoted price must be raised by the Client in writing within seven (7) days of receiving the revised quote. If no dispute is raised within this period, the original or revised quote will be deemed accepted and binding on both parties.

2.2 Subcontracting: The Service Provider retains the right to subcontract any of the services outlined in this agreement to third parties. However, the Service Provider remains fully responsible for ensuring that subcontractors meet the same high standards of service and compliance with confidentiality agreements, data protection policies, and other provisions of this agreement. The Client will be notified if subcontractors are engaged.

3. Delivery, Title, and Risk

3.1 Delivery Obligations: The Service Provider will use reasonable efforts to deliver any goods or services by the agreed date. However, the Service Provider is not liable for any delays in delivery that occur due to factors outside of its reasonable control, including, but not limited to, delays in shipping, stock shortages, third-party service failures, or force majeure events. In the event of a delay, the Client will be notified promptly, and a revised delivery date will be provided. The Service Provider is not responsible for any costs or losses incurred by the Client due to a delay.

3.2 Risk and Title: The risk of loss or damage to goods passes to the Client upon delivery of the goods to the Client or their designated representative. Notwithstanding the transfer of risk, the title (ownership) of the goods remains with the Service Provider until full payment for the goods and any related services has been received. If full payment is not received by the agreed date, the Service Provider reserves the right to reclaim the goods. The Client agrees to cooperate with the Service Provider in the event of a claim for the return of goods under this provision.

3.3 Delivery Location: The Client is responsible for ensuring that the delivery location is accessible and suitable for the goods being delivered. If the delivery location is not accessible or the delivery cannot be completed due to the Client's actions (or inactions), the Client may be charged additional fees for re-delivery or return. The Service Provider reserves the right to cancel the delivery or refuse to proceed with delivery if the location is deemed unsafe.

3.4 Acceptance of Goods: Upon delivery, the Client is required to inspect the goods for any visible damage, defects, or missing items. If any issues are identified, the Client must notify the Service Provider in writing within seven (7) days of receipt of the goods. Failure to notify the Service Provider of any issues within this period will be deemed acceptance of the goods in their delivered condition, and the Client will be responsible for any damage or defects that were not reported promptly.

3.5 Change of Delivery Instructions: Any changes to the agreed delivery instructions after the order has been confirmed must be made in writing and are subject to the Service Provider's approval. If changes are made, the Client may be responsible for any additional costs incurred as a result of the change, including but not limited to re-routing, delays, or additional delivery charges.

4. Returns and Claims

4.1 Inspection and Notification: Upon delivery, the Client must promptly inspect the goods or services to ensure they conform to the order specifications. If any issues,

defects, or discrepancies are identified, the Client must notify the Service Provider in writing within seven (7) days from the date of delivery. Failure to provide such notice within this timeframe will result in the goods being deemed accepted, and the Service Provider will not be liable for any subsequent claims.

4.2 Return Condition: Goods must be returned in their original condition, including packaging and documentation, unless the goods are defective. If goods are returned damaged due to mishandling by the Client, the Service Provider may refuse to accept the return or charge the Client for repairs. Return shipping costs are the Client's responsibility unless the goods are found to be faulty or incorrect, in which case the Service Provider will bear the return costs.

4.3 Restocking Fees: For non-defective goods that are returned for reasons other than an error by the Service Provider, the Service Provider reserves the right to charge a restocking fee. This fee will cover the cost of inspecting, repackaging, and restocking the returned goods. The restocking fee will be determined at the discretion of the Service Provider but will not exceed 20% of the original purchase price. Clients will be notified of the applicable fee at the time of the return request.

5. On-Site Work and Property Alterations

5.1 Acknowledgement of Property Alterations: The Client acknowledges and agrees that certain services, such as network cabling installation, server setup, or other technical work, may require alterations to their property. These alterations could include drilling holes, running cables, or accessing restricted or difficult-to-reach areas. The Service Provider will take reasonable care to minimize any damage or inconvenience caused during the execution of the work.

5.2 Client Responsibility: If any damage occurs to the Client's property that is not caused by the negligence of the Service Provider, the Client is responsible for repairing or restoring their property after the work is completed. In instances of negligence by the Service Provider, defined as actions or omissions falling below the standard of reasonable care, the Service Provider will cover the cost of repairs.

5.3 Authorization: The Service Provider will not be responsible for any failure to obtain such permissions. The Client agrees to indemnify and hold the Service Provider harmless from any claims, damages, or liabilities arising from the lack of proper authorizations. The Client further acknowledges that any work performed without the necessary permissions may result in legal or financial consequences, for which the Client will be solely responsible.

6. Health and Safety

6.1 Client Responsibility: The Client agrees to ensure that the work environment complies with all applicable health and safety regulations. The Service Provider reserves the right to refuse to perform work if, in their judgment, the environment is unsafe or poses a risk to health and safety. In such cases, the Service Provider may suspend the work until the Client rectifies the safety issue, and the Client may be liable for any costs incurred due to the delay.

7. Computer Repairs & IT Technical Support

7.1 Acknowledgement of Risks: The Client acknowledges that pre-existing conditions, hidden defects, or latent damage may be discovered during the repair process. In such cases, the Service Provider will inform the Client immediately and propose the next steps. The Service Provider is not liable for any undiscovered issues that become apparent during the repair process unless explicitly agreed otherwise.

7.2 Technician Liability: If accidental damage occurs to the Client's device while it is under repair, the Service Provider will take reasonable steps to restore the device to its prior condition or, at the discretion of the Client, refund the repair fees paid. The Service Provider's liability for accidental damage is limited to the repair or replacement of the affected device or part.

7.3 Service limitations given the science of computing: You acknowledge that the nature of our Services may involve trial and error. This process can include tests, troubleshooting, advice, and recommendations that might not always be correct or suitable, particularly in an attempt to cure a problem You are having. While We will make what We consider (in Our absolute discretion) to be all reasonable endeavors to provide appropriate tests, troubleshooting, sound advice and good recommendations in order to assist You, You will always indemnify and hold Us harmless in the provision of our Services to You.

7.4 Ownership Warranty: The Client warrants that they are the legal owner of the device being repaired or that they have obtained explicit authorization from the legal owner to proceed with repairs. The Client agrees to indemnify the Service Provider against any claims, losses, or disputes arising from ownership or authorization issues.

7.5 Abandonment: If the Client fails to collect their device within 30 days of the completion of repairs or services, the Service Provider may charge a storage fee. If the device remains uncollected for a further 15 days after written notice has been sent to the Client, the Service Provider may consider the device abandoned and may dispose of or recycle the device in compliance with applicable laws.

8. Payment Terms

8.1 Payment Due Date: All invoices issued by the Service Provider are payable in accordance with the terms specified on the invoice. If the Client disputes any part of the invoice, the Client must notify the Service Provider in writing within seven (7) days of the invoice date, detailing the specific issue. The Service Provider will review the dispute and respond within fourteen (14) days. During this review period, the undisputed portion of the invoice remains payable.

8.2 Suspension of Services: If payment is not made by the due date, the Service Provider reserves the right to suspend the services until payment is received. In such cases, the Client will also be responsible for any costs incurred by the Service Provider, such as administrative fees, legal expenses, and third-party collection charges.

9. Liability

9.1 Exclusions: The Service Provider will not be liable for any indirect, consequential, or punitive damages arising from the provision of services. This includes, but is not limited to, loss of data, loss of profits, or business interruption. The Service Provider's total liability for any claim under this agreement, whether in contract, tort, or otherwise, is capped at the total fees paid by the Client for the specific service or product that gave rise to the claim. This liability cap applies even if the Service Provider has been advised of the possibility of such damages.

9.2 Data Backup: Clients are solely responsible for ensuring that all data is adequately backed up prior to the commencement of any repair, service, or maintenance work. The Service Provider is not responsible for any loss of data during the execution of services, and the Client agrees to release the Service Provider from any liability in this regard. If the Client requests assistance with data backup, the Service Provider may provide this service at an additional cost.

9.3 Force Majeure: The Service Provider will not be held liable for any failure or delay in the performance of its obligations under this agreement if such failure or delay is caused by events beyond its reasonable control, including but not limited to natural disasters, government actions, strikes, labor disputes, pandemics, terrorism, acts of war, or any

other force majeure event. In such cases, the Service Provider will not be held responsible for any resulting damages or losses to the Client.

9.4 Third-Party Products and Services: The Service Provider is not responsible for the performance, quality, or reliability of third-party products, services, or software that are used in conjunction with the services provided. If the Client's issues are related to such third-party products, services, or software, the Service Provider will not be held liable for any damages, malfunctions, or losses caused by these third-party entities.

10. Right to Refuse Work

The Service Provider reserves the right to refuse any work or terminate any ongoing services at its sole discretion. Reasons for refusal or termination may include, but are not limited to, unsafe working conditions, non-compliance with applicable laws, failure to adhere to payment terms, or if the Client's requests are deemed unethical or unreasonable. If the Service Provider refuses or terminates work, the Client will be informed in writing, and any fees incurred up to that point will remain payable.

11. Privacy Policy

11.1 Data Collection: The Service Provider collects personal information such as the Client's name, contact details, and payment information for the sole purpose of providing the services requested. This information will not be shared with third parties unless necessary to fulfill the service (e.g., subcontractors, suppliers) or as required by law.

11.2 Data Security: The Service Provider implements reasonable technical and organizational measures to protect personal data from unauthorized access, alteration, or destruction. However, the Service Provider cannot guarantee absolute security, and the Client acknowledges the inherent risks of transmitting personal information over the internet or other communication channels.

11.3 Data Retention: The Service Provider will retain personal data only for as long as necessary to fulfill the purposes for which it was collected or as required by law. After this period, data will be securely deleted or anonymized.

12. Third-Party Authorizations

The Client is responsible for providing the necessary authorizations for the Service Provider to interact with third-party providers (e.g., internet service providers, software

vendors, hardware manufacturers) on the Client's behalf, if such interaction is required to fulfill the services. The Service Provider will not be liable for delays or service interruptions caused by the failure of the Client to obtain these authorizations.

13. Non-Solicitation of Employees

13.1 Non-Solicitation Clause: During the term of this agreement and for a period of two (2) years thereafter, the Client agrees not to directly or indirectly solicit, hire, or engage any employee or contractor of the Service Provider who has been involved in the provision of services to the Client. This clause applies whether or not the employee or contractor is currently employed by the Service Provider at the time of the solicitation.

13.2 Liquidated Damages: If the Client breaches this non-solicitation clause, they agree to pay liquidated damages to the Service Provider in an amount equivalent to the annual salary or compensation that the employee or contractor was receiving at the time of their departure from the Service Provider. The parties agree that this amount is a reasonable estimate of the harm caused by such a breach.

14. Entire Agreement

14.1 Entire Agreement Clause: This document, together with any other documents expressly incorporated by reference, constitutes the entire agreement between the Service Provider and the Client. Any previous agreements or understandings, whether written or oral, are superseded by this agreement.

14.2 Amendments: Any amendments, modifications, or changes to this agreement must be made in writing and signed by both parties. No oral representations or prior written material not specifically incorporated herein will be of any force and effect.

15. Force Majeure

15.1 Force Majeure Clause: Neither party will be held liable for any failure to perform or delay in performance of its obligations under this agreement if such failure or delay is caused by events beyond its reasonable control, including but not limited to natural disasters, acts of government, war, terrorism, strikes, or other labor disputes, supply chain disruptions, or any other unforeseen circumstances.

15.2 Notice: If either party is affected by a force majeure event, they must promptly notify the other party in writing, detailing the nature of the event and its expected duration. Both parties will use reasonable efforts to mitigate the effects of the force majeure event.

16. Severability

16.1 Severability Clause: If any provision of this agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of the agreement will continue in full force and effect. The invalid provision will be modified to the extent necessary to make it valid and enforceable, reflecting the original intent of the parties as closely as possible. If modification is not possible, the provision will be deemed severed, and the remaining provisions will remain in full force and effect. Both parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable one that most closely reflects the original intent.

17. Indemnity

17.1 Indemnification by Client: The Client agrees to indemnify, defend, and hold harmless the Service Provider and its officers, directors, employees, agents, and subcontractors from any and all claims, damages, losses, liabilities, or expenses, including legal fees, arising out of or in connection with any third-party claims relating to the Client's use of the services, violation of intellectual property rights, or failure to comply with applicable laws.

17.2 Indemnification by Service Provider: The Service Provider agrees to indemnify, defend, and hold harmless the Client from any third-party claims, damages, or liabilities arising from the Service Provider's negligence or willful misconduct in the provision of services under this agreement.

18. Dispute Resolution

18.1 Negotiation: In the event of a dispute arising from or relating to this agreement, both parties agree to attempt to resolve the issue through informal negotiations before pursuing any legal action.

18.2 Arbitration: If the dispute cannot be resolved through negotiation, either party may request mediation or arbitration in accordance with the rules of a recognized arbitration body in the United Kingdom. The decision of the arbitrator will be final and binding.

19. Assignment

19.1 **Assignment by Client:** The Client may not assign or transfer their rights or obligations under this agreement to any third party without the prior written consent of the Service Provider.

19.2 **Assignment by Service Provider:** The Service Provider may assign or subcontract its rights and obligations under this agreement to any third party, provided that such assignment does not relieve the Service Provider of its obligations under this agreement.

20. Waiver

20.1 **Waiver Clause:** The failure of either party to enforce any provision of this agreement shall not be deemed a waiver of that provision or of the right to subsequently enforce that provision. Any waiver of a provision of this agreement must be made in writing and signed by the party granting the waiver.

21. Governing Language

21.1 **Governing Language:** This agreement is executed in the English language. Any translations of this agreement are for convenience only, and in the event of any conflict between the English version and any translation, the English version will prevail.

22. Legal Compliance

22.1 **Compliance with Laws:** Both parties agree to comply with all applicable laws, regulations, and ordinances in the performance of their obligations under this agreement. This includes, but is not limited to, data protection laws, employment laws, and health and safety regulations.