

OneTouchServices Ltd - Terms & Conditions

1.0 **DEFINITIONS AND INTERPRETATION**

- 1.1 In these terms and conditions the following words have the meanings given:- "**Business Day**" means any day other than a Sunday or a public or bank holiday in England, Wales, Scotland or Northern Ireland; "**Normal Business hours**" means a business day between the hours of 9am and 5pm; "**Unsociable Hours**" means anything outside of normal business hours, including but not limited to during the hours of 5pm and 9am, Sundays & Bank Holidays; "**Contract**" means a contract for the purchase by the Customer of Products or Services from us incorporating these terms and conditions and arising from the acceptance by us of an Order; "**Customer**" means the person, firm or company ordering Products or services; "**Default**" means any breach by either party of its obligations under a Contract, any default, act, omission, negligence or statement by either party, its employees, agents or sub-contractors arising out of or in connection with a Contract and in respect of which either party may be legally liable; "**Us, We or Our**" means OneTouchServices Ltd, One Touch Services, or any such other business we may appoint as sub-contractor to provide the Services to the Customer; "**Intellectual Property Rights**" means copyright, patent, trademark, service marks, registered designs, sui generis rights, know-how, confidential information, trade or business names or other similar rights together with applications for any of the foregoing; "**Licence Agreement**" means any licence agreement relating to use of the Software; "**Order**" means any written or verbal order for Products, or Products and Services, received by us from the Customer; "**Services**" means any configuration or installation services provided by us as sub-contractor of the Customer to end-users of Products in conjunction with the supply of Products; "**Software**" means any computer software supplied by us, whether embodied in ROM, RAM, firmware or on disk, tape or other media. "**Confidential Information**" means all information of whatsoever nature (whether oral, written or in any other form) containing or consisting of material of a technical, operational, administrative, economic, marketing, planning, business or financial nature or in the nature of intellectual property of any kind or in the nature of specifications and relating either to the Products or Services, the Seller or the Buyer (as the case may be); "**Delivery Address**" means the address for delivery of the Products or Services as stated on the Purchase Order; "**Price**" means the price payable for the Products or Services as specified in the Purchase Order and payable in accordance with the terms of this Agreement; "**Products or Services**" such products or Services to be sold by the Seller to the Buyer as may be determined from time to time by the Seller and Buyer; "**Purchase Order**" the Buyer's purchase order for the Products or Services, this may be in a verbal or written form; "**Specifications**" means any plans, drawings, data or other information relating to the Products; "**On-site visits**" means any services conducted at the Customer's premises; "**Workshop Repairs**" means any services conducted on our premises; "**Data Recovery**" means any attempt to recover, salvage or retrieve data from any computer storage media such as hard disks, floppy disks, USB disks, flash disks or any other computer-related equipment or media;
- 1.2 All other words and expressions are to be given their normal English meaning taken in the context of the Contract. Any dispute as to the meaning of a word is to be settled by reference to the Oxford English Dictionary.
- 1.3 Any reference to a clause shall mean a clause of these terms and conditions unless otherwise stated.
- 1.4 The use of headings in these terms and conditions shall be for convenience only and shall not affect the interpretation of these terms and conditions.

2 **CONTRACT FORMATION**

- 2.1 Usage of any service or receiving any estimate, quotation or information for any Products and/or Services by the customer, issued by us either verbally, by phone or in person or in writing including by email shall be deemed acceptance of these terms and conditions.

3 **PRICE**

- 3.1 Our hourly workshop rate is £80 inc. VAT during normal business hours, our minimum diagnostics charge is 1 hour or £80, after which we charge a pro-rata rate per 15 minutes or part thereof.
- 3.2 Our Hourly workshop rate is £110 inc. VAT during unsociable hours or for priority bookings, our minimum diagnostics charge for is 1 hour or £110, after which we charge a pro-rata rate per 30 minutes or part thereof.
- 3.3 Our hourly call-out rate is £95 inc. VAT during normal business hours, our minimum diagnostics charge is 1 hour or £95, after which we charge a pro-rata rate per 15 minutes or part thereof.
- 3.4 Our Hourly call-out rate is £130 inc. VAT during unsociable hours or for priority bookings, our minimum diagnostics charge for is 1 hour or £130, after which we charge a pro-rata rate per 30 minutes or part thereof.
- 3.5 All quoted prices are inclusive of VAT and carriage unless otherwise stated, for example if expedited posted is required. Cost of parts required to carry out a successful repair will be extra and are not included in the labour charge quoted. A minimum standard charge for 1 hour applies to any on-site visit. If the on-site visit takes longer than 1 hour, the customer will be charged for the extra labour for every 15 minutes or part thereof.

- 3.6 Quotes provided either verbally or written are only estimates and actual working time may exceed the time quoted, if this is the case we will make the customer aware and advise as to how much longer is it likely to take & how much this will increase the estimated price.

4 PAYMENT

- 4.1 A minimum payment of 1 hour's diagnostics work is taken in advance, at time of booking the job in. This is not refundable
- 4.2 A minimum payment of 1 hour's labour is taken in advance, at time of booking the job in. This is only refundable in certain circumstances, please see under cancellation heading.
- 4.3 Payment for parts and services must be made by credit/debit card or cash prior to or upon the delivery of the services by us; any other means of payment are accepted entirely at our discretion.
- 4.4 For orders where parts total or exceed £10 up to a maximum of £99.99 at least a 50% non-refundable deposit must be paid, for orders where parts total or exceed £100 a 100% of the parts cost must be paid.
- 4.5 The customer agrees that payment for labour and carriage is non-refundable and parts or equipment fitted or supplied will be replaced only if found faulty and/or covered by the manufacturer's warranty.
- 4.6 Unless and until credit terms are granted, the Customer will pay for any Products or Services on a "cash with order" basis in which case the Customer should allow at least three (3) Business Days for the payment to be credited to our account. We reserve the right not to release any Products or provide any Services until all such payments are cleared and credited to our bank account.
- 4.7 The customer agrees to make all payments due under this contract irrespective of any dispute or claim the Customer may have with or against any third party.

5 CANCELLATION

- 5.1 For any workshop job booked in, cancellation may only happen prior to any work taking place. For clarity the term work can mean diagnostics being complete, either hardware or software, removal of any cover or panel, or any investigation work completed on the customers behalf. Once work has begun the customer is liable to pay the minimum labour charge of 1 hour which is £80.
- 5.2 For any on-site call out's the following policy applies: once an appointment is made we must be given minimum of 48 working hours' notice, if cancelled outside of that we will either refund you 100% or reschedule you without charge, if less than 48 working hours' notice is given then we will reschedule you without charge, if less than 24 working hours' notice is given then we will be able to reschedule you however a reappointment fee of £47.50 will apply, if we visit you and you fail to show up for you appointment then you will need to book another appointment and pay the £95/£130 once again.

6 WARRANTIES

- 6.1 We, to the extent that it is permitted to do so, hereby assign the benefits of any guarantee or warranty covering any defects in products received by us under an agreement with the manufacturer or supplier of the relevant Product.
- 6.2 The warranty service (if any) will be that provided by the manufacturer and any validation procedures relating to that warranty service are the responsibility of the Customer.
- 6.3 We may at our discretion offer support or maintenance services with respect to Products or services.
- 6.4 The warranty of the manufacturer or supplier is in lieu of all other terms or conditions whether express or implied concerning the quality or fitness for purpose of Products and all such other terms and conditions are hereby excluded.
- 6.5 On refurbished laptops or desktops we offer 3 months warranty on any machine sold for under £249.99 (Inc. VAT), and 6 months warranty for any machine sold for or for more than £250 (Inc VAT).
- 6.6 Our refurbished machine warranty is a hardware only warranty, and does not cover any software that may have been pre-installed, including, but not limited to, the operating system, any office package, an anti-virus or any drivers.
- 6.7 All parts carry a minimum of 30 days warranty unless otherwise specified, replacement laptop screens carry a 3 month warranty unless otherwise specified, replacement hard drives carry a 12 month warranty.
- 6.8 All warranties provided by us are return to base warranties, meaning irrespective of how the product was delivered, the customer must return it to us at their cost.

7 TERMS OF SERVICE

- 7.1 We will use all reasonable endeavours to provide computer services in accordance with the terms of this Contract and will ensure that all the Services are provided with all reasonable care and skill and by suitably trained persons.
- 7.2 We will make every possible effort to preserve the customers' data, however we make no guarantees whatsoever that data will be intact after the computer(s) have been repaired and tested. The customer agrees not to hold us responsible for any loss, damage or corruption to data as a result of repairs, upgrades or any other services carried out on their computer(s) or network.
- 7.3 Onsite visits benefit from a can't-fix no-fee policy, if the engineer is technically unable to resolve the reported problem. If OneTouchServices Ltd technician(s) can't fix the problem on-site due to external dependencies including, but not limited to, faulty equipment, no internet service, lack of original disks or drivers, then the customer is liable to pay the standard hourly charge as laid out on our website. If at least one of the original problems reported by the customer is fixed by the on-site technician, the customer is liable to pay the full hourly rate.
- 7.4 Workshop repairs benefit from a can't-fix no-fee policy, however if we are unable to fix the original reported problem where the fix is possible by replacement of a faulty part or parts and the customer does not agree to the replacement of the faulty part, we reserve the right to charge the Customer a diagnostic fee of £80. Where several faults are reported by the customer and at least one of the faults has been successfully repaired, the Customer is liable to pay the full amount agreed at the time of booking. Can't-fix no-fee does not apply to partially repaired computer(s).
- 7.5 If we are unable to repair the computer(s) due to non-supply of parts by manufacturers or suppliers, a diagnostics fee of £80 may apply to any computer(s) under repair. The diagnostics fee will cover the time spent on fault diagnosis and re-assembly of the computer(s) and cost of collection and return of the computer(s) if applicable. The return of the customer's computer(s) will be subject to prior payment of diagnostics fee and carriage if applicable. We reserve the right to waive the diagnostics fee at our discretion.
- 7.6 If the customer's computer develops a fault in the course of service delivery by us either on-site or off-site, the customer agrees not to hold us responsible for the fault. However as a gesture of goodwill, we will endeavour to remedy the problem at either a reduced cost or at no cost to customer(s) unless parts are required.
- 7.7 We will only repair the problems which we are asked to and have quoted on and although we will happily fix any further problems which have not previously been mentioned we reserve the right to charge accordingly based on our per hour rate.
- 7.8 We will always attempt to complete the work within the time quoted however any issues that arise with the clients machine in the course of service delivery may further delay or extend the time taken to complete our work. The customer agrees that any work may take up to an additional hour and agrees to pay at our standard hourly rate.
- 7.9 Once repaired or declared irreparable, the computer(s) must be collected within 14 days from the time the customer is informed. If the customer fails to collect the repaired or unrepaired computer, we reserve the right to charge the customer for storage at a rate of £3 a day until the passage of a maximum of 8 weeks.
- 7.10 The customer must collect the computer within 8 weeks or otherwise inform us of their prolonged absence, failure to do so means the customer agrees that ownership will be passed to OneTouchServices Ltd; to cover the cost of repair the computer will be either sold or recycled for parts. Any data stored on any media included will be destroyed prior to sale/salvage and the customer agrees not to hold OneTouchServices Ltd liable.

8 LIABILITY

- 8.1 We are not be liable for any claims regarding the physical functioning of the equipment/media or the condition or existence of data stored on the media supplied before, during or after services.
- 8.2 Under no circumstances will we be liable for any loss of data or loss of revenue or profits, be it before, during or after services even if we have been advised of the possibility of damages or loss to persons or property.
- 8.3 Our liability of any kind with respect to the services, including any negligence or delay in delivery of service on its part, or loss of equipment or media, shall be limited to the quoted price for the services.
- 8.4 The Customer must be aware of the inherent risks of damage to media or equipment that is involved when undergoing data recovery or computer repairs, including without limitation, risks due to destruction or damage to the media or equipment and/or data stored and inability to recover data, or inaccurate or incomplete data recovery, including those that may result from the our negligence. The customer agrees not to hold us responsible for any damage or loss of equipment or media or data loss.
- 8.5 Any advice or recommendations given to the Customer by us or any employee, agents or sub-contractors, including but not limited to storage, application, use or preference of the goods which is not confirmed in writing by us, is followed or acted upon entirely at the Customer's own risk and accordingly we shall not be liable for any such advice or recommendation which is not so confirmed.

8.6 While we will make every effort to preserve the integrity of any equipment under repair, the Customer agrees not to hold us responsible for any accidental damages to the equipment in its possession including but not limited to scratches, deformations, & cracks.

9 CONFIDENTIALITY

9.1 Each party shall treat as confidential all information obtained from the other which is specifically designated as confidential or proprietary and shall not divulge such information to any person (except to such party's own employees and then only to those employees who need to know the same) without the other party's prior written consent.

10 DATA PROTECTION

10.1 Processed lawfully, fairly and in a transparent manner in relation to the data subject

10.2 Collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes

10.3 Adequate, relevant and limited to what is necessary in relation to the purposes for which they are processed

10.4 Accurate and, where necessary, kept up to date

10.5 Kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data are processed

10.6 Processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures

11 DATA RETENTION

11.1 Any customer data provided to or collected by us in any type of medium, including but not limited to, Hard drive, Solid state drive, CD, DVD, Tape, Zip, or any other type of medium will be stored for 1 month after the account had been settled, after which the medium will be destroyed by means of multi-level encryption followed by 7 pass pseudorandom numbers writing.

12 VARIATIONS

12.1 We reserve the right to modify these terms and conditions. Any such modification will apply on the effective date specified in the said notice to all services and products provided by us.

13 WAIVER

13.1 The waiver by either party of a breach or default of any of the provisions on this Agreement by either party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder operates as a waiver of any breach or default by either party.

14 MARKETING

14.1 On occasions we may use your details to send promotional emails or text messages with offers from us that we believe may interest you; by providing this information you agree that we may send you information via these mediums. If you would prefer not to receive these emails or text messages then please make this known to the technician.

15 LAW

15.1 All Contracts shall be governed by, and construed in accordance with, English law and the parties submit to the exclusive jurisdiction of the English courts.

These terms and conditions were last revised on 3rd January 2025